

**PRIVATELY OWNED AIRCRAFT STORAGE
HANGAR GROUND LEASE AGREEMENT**

This Agreement is made and entered into, effective on the date last written below, by and between _____ (Lessee) and the County of Ventura, acting by and through the Director of Airports, Department of Airports (County). In consideration of the mutual covenants in this Agreement, Lessee and County agree as follows.

- 1. **PROPERTY LEASED** County grants to Lessee the right to occupy and use the land (Premises) occupied by an aircraft storage hangar described below (Hangar) for the sole purpose of storing the aircraft described below (Aircraft) and other personal property described in this Agreement at the airport identified below (Airport) or otherwise allowed by Airport rules and regulations. The dimensions of the Premises are the dimensions of the Hangar's footprint.

Airport

Hangar number

Aircraft make and model

FAA registration (tail) number

Lessee and registered owner

Telephone number

Address

Business telephone number

Cell phone number

E-mail address

Type of pilot's certificate

Pilot's certificate number

Insurance company

Policy number

NOTE: For Aircraft Under Construction (defined in Section 9) see Section 19 for documents required in lieu of insurance certificate.

2. **TERM**

Lessee must select and initial one of the below paragraph (a) terms at lease signing. If neither is selected, the second paragraph (a) term below (15 years with possible extension) will be the term of the Agreement, commencing on the date this Agreement is signed.

- a) The term of this Agreement is 20 years commencing on _____ and terminating on _____.

Lessee's initials: _____

- a) The term of this Agreement is 15 years commencing on _____ and terminating on _____. The term of this Agreement may be extended for five years, with County's prior written consent, which will not be unreasonably withheld or delayed, but which will be conditioned on Lessee's being in current compliance with all obligations of this Agreement at the time such extension is requested. Lessee must provide County written notice, no later than six months before the expiration of the term, of Lessee's request to extend this Agreement.

Lessee's initials: _____

- b) At the expiration of the term or any extension, Lessee must either transfer ownership of the Hangar and its appurtenances to another party, enter into a new term lease agreement with County, or remove the Hangar at Lessee's own expense.

3. **HOLDOVER** If Lessee holds possession of the Premises after the expiration of the term of this Agreement or any extension thereof, with consent of County, either expressed or implied, Lessee will become a tenant from month to month. All rent(s) for the holdover tenancy will be adjusted to reflect the rate shown in the Rent and Fee Schedule adopted by the Board of Supervisors (Rent and Fee Schedule), that is in effect at the expiration of the term of this Agreement and adjusted annually thereafter as shown in the then-current Rent and Fee Schedule. The holdover tenancy may be terminated by either party for any reason or no reason by giving 30 days' prior written notice by certified mail to the other party. All other terms and conditions of this Agreement will remain unchanged during the holdover tenancy.

4. **PERMITTED USES** Except as described below, Lessee is permitted to use the Hangar only for storage of the Aircraft and associated aeronautical equipment; storage of equipment, tooling, and supplies for owner maintenance of the Aircraft; storage of other aeronautical, non-aeronautical, and non-commercial items; and other activities associated with such aeronautical uses. But all uses, stored items, and activities must not interfere with the aeronautical use of the Hangar; must

comply with all federal, state, and local laws, including, but not limited to, all applicable state and local building and safety standards and codes and Airport rules and regulations; and must comply with all federal grant assurances, guidelines, and airport deed restrictions.

5. **COMMERCIAL ACTIVITY** Lessee may not conduct any commercial activity in or near the Hangar, regardless of whether Lessee holds a commercial activity permit from County. Lessee may use the Hangar to store the Aircraft, even if the Aircraft is used to support a commercial activity, but only if no commercial activity aside from mere storage of the Aircraft takes place in or near the Hangar. Non-profit flight clubs registered with the County are not considered a commercial activity under this Section.

6. **PROOF OF OWNERSHIP.** Both the Aircraft and the Hangar described in this Agreement must be owned by either: Lessee, as an individual; a single corporation of which Lessee is an officer and shareholder; a single association of which Lessee is a partner, officer, or trustee; or a non-profit flight club registered with the County, of which Lessee is a member and part owner of the aircraft. If Lessee is not the sole owner of the Aircraft, then Lessee must have sufficient authority, ownership, possession, and control of the Aircraft to enable Lessee to comply with all terms of this Agreement, and Lessee warrants that Lessee has sufficient authority, ownership, possession, and control of the Aircraft to do so. If Lessee is not the sole owner of the Hangar, then Lessee must have sufficient authority, ownership, possession, and control of the Hangar to enable Lessee to comply with all terms of this Agreement, and Lessee warrants that Lessee has sufficient authority, ownership, possession, and control of the Hangar to do so.

Ownership of the Aircraft must be shown by providing to County a copy of the current FAA Certificate of Aircraft Registration, listing Lessee as the registered owner of the Aircraft. If the Aircraft is registered with the FAA as being owned by a corporation, then a copy of the articles of incorporation or other corporate document showing that Lessee is an officer and shareholder of the corporation must be provided to the County. If the Aircraft is registered with the FAA as being owned by a partnership, non-profit flight club registered with the County, or other association, including a trust, Lessee must provide to the County documentation showing that Lessee is a partner, officer, member, or trustee of the partnership, association, flight club, or trust. In the ownership scenarios described in this paragraph, where Lessee is not the sole owner of the Aircraft, documentation must demonstrate that Lessee has sufficient authority, ownership, possession, and control of the Aircraft to enable Lessee to do all things required to comply with all terms of this Agreement, including, but not limited to, operate and move the Aircraft and open, access, close, secure, relocate, empty, vacate, maintain, and remove any contents from, the Hangar.

Ownership of the Aircraft and Hangar must be demonstrated to the satisfaction of the County at or before the following events: (a) execution of this Agreement, (b) replacement of the Aircraft, (c) any change in ownership of the Aircraft or Hangar, and (d) as requested by the County. Any documentation showing ownership as

required by this section must, in addition to Lessee, also show every other owner of the Aircraft and every other owner of the Hangar.

7. **REPLACEMENT, DISPOSAL, OR SALE OF AIRCRAFT** Upon prior written approval of County, which will not be unreasonably withheld, Lessee may sell or dispose of the Aircraft or replace the Aircraft with another aircraft. To obtain approval, Lessee must provide to County the replacement aircraft's make, model, and FAA registration number, and the ownership and airworthiness documentation required elsewhere in this Agreement. In the event of sale, replacement, or disposal, the Aircraft must be replaced with an approved replacement aircraft within six months, except upon further written approval by County when Lessee has demonstrated a need for a longer period which further approval will not be unreasonably withheld. Upon such aircraft replacement, this Agreement must be amended to reflect the replacement aircraft as the new Aircraft. The parties agree that time is of the essence for such Aircraft replacement. Replacement of the Aircraft will not constitute an assignment prohibited by this Agreement.
8. **AIRWORTHINESS** Except where the Aircraft is an Aircraft Under Construction (defined below), the Aircraft must be considered airworthy as defined by the FAA. The County may, at any time, require Lessee to demonstrate that the Aircraft is airworthy. Lessee must produce the required documentation within 30 days of the date that the County requests such demonstration.
9. **AIRCRAFT UNDER CONSTRUCTION** A non-airworthy aircraft in the process of being built, in the process of being extensively restored, or temporarily out of service in the process of becoming airworthy (Aircraft Under Construction), may be stored in the Hangar for one year, which may be extended as described below. Before storing any Aircraft Under Construction, whether for one year or for any extended period beyond one year, Lessee must first obtain County's written consent, which may be conditioned on Lessee making progress toward airworthiness and which may be extended upon showing such progress.
10. **VEHICLE STORAGE** Lessee may store one Motor Vehicle registered to Lessee or to the owner of the Hangar and the Aircraft for each 1,500 square feet of hangar space, in addition to the Aircraft in the Hangar, if done in compliance with the FAA Policy on Non-Aeronautical Use of Hangars Docket Number FAA 2016-0463 of the Federal Register, dated June 15, 2016, as amended. "Motor Vehicle" has the same meaning as provided by Vehicle Code section 415, except that "Motor Vehicle" does not include any boat, personal watercraft, or "recreational vehicle" as that term is defined by Health and Safety Code section 18010. Conditions may arise where it may be necessary for County to withdraw temporarily or permanently, without prior notice, the privilege of parking a Motor Vehicle in the Hangar. Failure to obtain approval for storage of a Motor Vehicle, failure to store the Motor Vehicle in compliance with the FAA Policy on Non-Aeronautical Use of Hangars, Docket Number FAA 2016-0463 of the Federal Register dated June 15, 2016, as amended, failure to remove any stored Motor Vehicle upon request, or storage of any vehicle not authorized by this Agreement

will each constitute a Default.

11. **ADDITIONAL STORED AIRCRAFT** Upon prior written approval of County, which will not be unreasonably withheld or withdrawn, and if space permits, Lessee may store an additional aircraft as an "Additional Stored Aircraft" in the Hangar. Storage of an Additional Stored Aircraft in compliance with this Agreement will not constitute a prohibited transfer or assignment of the interest conveyed by this Agreement. Lessee must provide County prior written notice of Lessee's intent to store an Additional Stored Aircraft. The Additional Stored Aircraft and its owner and operator must be registered with the Department of Airports and is subject to all laws, rules, regulations, and terms of this Agreement, in the same manner and to the same extent as the Lessee and the Aircraft. This Agreement must be amended to reflect the addition of an Additional Stored Aircraft. Conditions may arise where it may be necessary for the County to withdraw temporarily or permanently, without prior notice, the privilege of storing an Additional Stored Aircraft in the Hangar. Failure to obtain approval for storage of any Additional Stored Aircraft, failure of any Additional Stored Aircraft to comply with all terms of this Agreement, or failure to amend this Agreement will each constitute a Default.
12. **RELOCATION OF HANGAR** The precise location of the Premises where the Hangar is located is subject to County's discretion and modification. County may compel relocation of the Hangar at any time, in which case County will be responsible for all reasonable relocation costs. Lessee will be responsible for all Hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of the lessee, or if relocation is due to termination of this Agreement.
13. **USE OF AIRPORT FACILITIES** Lessee has the nonexclusive right to the use of the public waiting rooms, rest rooms, roadways, and other public places and public facilities provided by the County on the Airport.
14. **RENT** Lessee agrees to pay, as consideration, the monthly rent, in advance, within 10 days after the first day of each and every month of the term. Partial months will be prorated. Rent and lease deposits are those specified by the then-current Rent and Fee Schedule and as further defined in this Agreement, and will automatically change upon the Rent and Fee Schedule's approval by the Board of Supervisors.
15. **FAILURE TO PAY WHEN DUE** Failure to pay rent monthly, in advance, will constitute a default of the lease. If the default is not cured as required by this Agreement, County may, either in lieu of or in addition to termination, charge Lessee the standard daily fee for any further use of the Hangar.

Lessee acknowledges that the late payment of rent or any other sums due under this Agreement will cause County to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any rent or any other sum due County is not received by County within ten (10) days after the first day of the month, a late fee as specified by the

then-current Rent and Fee Schedule will be added to the balance due, and the total sum will become immediately due and payable to County, as liquidated damages. An additional late fee will be added for each additional month or portion thereof that said payment remains unpaid.

Lessee and County agree that such late charges represent a fair and reasonable estimate of the costs that County will incur by reason of Lessee's late payment. Acceptance of such late charges (or any portion of the delinquent payment) by County will not constitute a waiver of Lessee's default with respect to such overdue payment, or prevent County from exercising any other right or remedy under this Agreement.

16. **SECURITY DEPOSIT** Lessee agrees to pay County, concurrently with the execution of this Agreement, a lease deposit in the amount of one month's rent as security to ensure Lessee's conformance with the terms of this Agreement.

All or any portion of the deposit is available unconditionally to County for correcting any default or breach of this Agreement by Lessee or Lessee's successors or assigns, or for payment of expenses incurred by County as a result of the failure of Lessee or Lessee's successors or assigns to faithfully perform all the terms, covenants, and conditions of this Agreement.

If at any time during the term of this Agreement, any rent or other sum payable to County is overdue and unpaid, County may, at County's option, apply any portion of this security deposit to the payment of any overdue rent or other sums due and payable to County under this Agreement. Should the entire security deposit, or any portion thereof, be appropriated and applied by County for the payment of overdue rent or such other sum due and payable to County by Lessee, then Lessee must, within thirty (30) days after written demand by County, restore the security deposit to the required amount, along with any past due rent. Lessee must maintain the required security deposit throughout the term of this Agreement. Failure to maintain or restore the security deposit will constitute a default. The security deposit will be rebated, reassigned, released, or endorsed to Lessee or order, as applicable, at the end of the term of this Agreement, provided Lessee is not then in default and has performed all obligations required to be performed upon termination.

17. **ALTERATIONS BY LESSEE** As part of the consideration for this Agreement, Lessee must make improvements, alterations, or additions to the Premises as needed to maintain the Hangar in a safe and structurally sound condition.
- a) Lessee may make these improvements, alterations, or additions to the Premises, provided, however, that approval of such improvements, alterations, or additions must be obtained in advance in writing from the Director. Such approval will not be unreasonably withheld.
 - b) All improvements, alterations, and additions must conform with the then-current Department of Airports development standards and all other applicable standards, regulations, and laws, as may be amended from time to

time.

18. **SIGNS AND ADVERTISING** Lessee may not erect or display, or permit to be erected or displayed, on the Airport or the Premises, any sign or advertising matter of any kind (including, but not limited to, "For Sale" signs) without first obtaining the written consent of the Director. Such consent will not be unreasonably withheld but will be conditioned on compliance with the then-current County policy regarding signs at the Airport. Lessee must obtain all necessary applicable permits after securing the Director's written approval of signs or advertising matter. Signs and advertising matter that are not visible from outside the Hangar when the Hangar is closed are not subject to this section.
19. **INSURANCE** Lessee must maintain and keep in force during the term of this Agreement, for the mutual benefit of County and Lessee, at Lessee's sole cost and expense, the following types of insurance:
- a) **Airworthy Aircraft:** Aviation General Liability (AGL) covering AGL on an "occurrence" basis, including airport premises liability, products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence.
 - b) **Non-Airworthy Aircraft, Aircraft under Construction and Aircraft with Expired FAA Registration:** Aviation General Liability (AGL) covering **Ground Only Liability** on an "occurrence" basis, including airport premises liability, products and operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence. Additionally, for aircraft, that have expired registration, are not airworthy, or are Aircraft Under Construction, a signed statement to that fact with a promise to obtain the insurance required by this Section for Airworthy Aircraft. before operating said aircraft must be provided to County.
 - c) All insurance required will be primary coverage with respect to the County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
 - d) County must be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. The County of Ventura must be named as Additional Insured as respects work done by Lessee under the terms of this Agreement on the General Liability policy.
 - e) Policies may not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the County.
 - f) Lessee agrees to provide County with the following insurance documents on or before the effective date of this Agreement, except for renewal documents, which Lessee must provide when they become effective:
 1. Certificates of Insurance for all required coverage, including renewal documents.
 2. The above policies must name the County of Ventura and Department

of Airports as additional insured and include use of premises incidental to use of aircraft.

3. Failure to provide these documents may constitute grounds for immediate termination or suspension of this Agreement. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

- g) **USE OF COUNTY PROPERTY AND HANGAR** Lessee may not, by Lessee's own or Lessee's agent's actions, cause any increase in the County's insurance rates or damage to the County's property. All uses of the Hangar must conform to all airport rules and regulations and state and local building and safety standards and codes.
 - h) **LOSS** County is not responsible for any theft, loss, injury, damage, or destruction of the Hangar, Aircraft, or other property stored in the Hangar, or for injury to Lessee, except where later determined by a court to have been caused solely by County's own negligence.
20. **TAXES AND ASSESSMENTS** The interest conveyed by this Agreement may be subject to real property taxation and assessment. In such event, Lessee must pay, before delinquency, all taxes or assessments that at any time are levied by the state, county, city, or any other taxing authority upon the Premises or Hangar and any other improvements or fixtures located on the Premises. Lessee must also pay all taxes, assessments, fees, and charges on all merchandise, fixtures, and equipment owned or used on the Premises.
21. **UTILITIES** Subject to reimbursement from Lessee, County will pay fees for water, sewer, and electricity. Lessee must pay for all electronic, computer, or telephone equipment installed, used, or operated by Lessee on the Premises. Lessee expressly waives any and all claims against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system, or electrical apparatus or wires serving the Premises.
22. **TRASH AND RUBBISH SERVICES** Lessee may use Department of Airports provided dumpsters for disposal of trash, so long as said trash does not include construction materials, waste oil, hazardous materials, or the like. Lessee must ensure the Premises is kept free of all trash and rubbish materials.

Lessee may use the waste oil receptacles provided at the Airport for the incidental disposal of any waste oil generated from the regular servicing of the Aircraft.

23. **COOPERATION BETWEEN TENANTS** Lessee must cooperate with all other tenants and users of the Airport and must at all times use the Premises and the Airport in such a manner as to avoid interference with the activities of other

Airport users or tenants. Any difference or conflict that may arise between Lessee and other users or tenants will be adjusted and determined by the Director in Director's sole discretion, and such adjustment and determination will be final and not subject to appeal. If Lessee's lawful enjoyment of Lessee's tenancy is impaired because of any act or omission of another tenant, Lessee will have no claim against the County on that account.

24. **MAINTENANCE** Lessee must maintain the Hangar in good condition, and must make, at Lessee's own cost, all repairs and replacements necessary to that end. Lessee must paint the exterior of the Hangar, as needed and reasonably directed by the County, with specifications and color to be approved in writing by County. Further, Lessee recognizes that this is a term lease and as such Lessee and County agree that the Hangar must be maintained in a good condition, including maintenance and replacement of roof, siding, door, utility infrastructure, and the like, all of which will be at Lessee's sole cost.
25. **COUNTY ACCESS TO HANGAR** County and its authorized agents may have access to the Hangar, with reasonable notice provided for non-emergency access, for any lawful purpose, including, but not limited to, inspections, making necessary improvements, an annual inspection of Lessee's fire extinguisher, and to confirm compliance with the terms of this Agreement.
26. **COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES** Lessee agrees to abide by all applicable statutes, ordinances, orders, laws, rules, regulations, minimum development standards, and the requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and offices thereof, including, but not limited to, applicable state and local building and safety standards and codes, the Airports Ordinance Code (Ventura County Ordinance Code section 6501 et seq.), the most current Rent and Fee Schedule, and the FAA Policy on the Non-Aeronautical Use of Hangars, Docket Number FAA 2016-0463 of the Federal Register, dated June 15, 2016, or the current version thereof, which may be amended from time to time.
27. **INTERFERENCE** Lessee may not exercise any right under this Agreement in any manner that would interfere with the departure or arrival of aircraft.
28. **AIRPORT SECURITY AND ACCESS** Lessee must comply with, and is responsible for ensuring that Lessee's employees, agents, and guests comply with, all applicable federal, state, and local airport security and access requirements, policies, and rules and regulations as updated or implemented from time to time. County may, in its sole discretion for County's convenience, provide Lessee one or more access keys, cards, or other media (Access Media) to enable Lessee to enter the secured area of the Airport. Lessee accepts sole responsibility for all such Access Media, including those issued to others at Lessee's request. At the termination of any such arrangement, Lessee must return such Access Media to the Department of Airports office immediately.

County may, at any time, for any reason, and without prior notice, substitute, modify, revoke, or disable Access Media provided to Lessee or others at Lessee's request and provide alternative means to gain access to the Premises.

29. **USE OF SERVICES** If Lessee desires to engage or use the services of another person in connection with any aircraft work or repair, other than repair facilities established at the Airport or a service provider permitted by the County to perform aeronautical services at the Camarillo or Oxnard Airports, Lessee must give written notice of such intention to the County before commencement of any work. Said notice must state the name, address, and qualifications of any person who will perform the work, and such person must possess all required permits for performing the work. This section does not limit the Aircraft owner's employees, the aircraft owner, or aircraft owner's pilot's authority to perform work on the Aircraft (as permitted by FAA Regulations) in Lessee's hangar or areas on the airport approved by the County, nor does it limit the rights extended to mobile mechanics, technicians, and other service providers permitted by County for such activity.
30. **NO SMOKING PROVISIONS** Per Ventura County Comprehensive Smoke-Free Ordinance, Ventura County Ordinance Code section 6707 et seq., smoking, vaping, and the use of tobacco products in all vehicles, buildings, and other areas owned or under the legal control of the County, including, but not limited to, the Premises, are prohibited, except for smoking areas designated by the Ventura County Executive Officer or Public Health Department Director.
31. **FIRE REGULATIONS/FIRE EXTINGUISHER** Lessee must at all times comply with all applicable laws, ordinances, and regulations pertaining to fire prevention, and must furnish and keep adequate fire extinguishers in sufficient numbers and in convenient and accessible places on the Premises. The fire extinguisher(s) must meet or exceed current National Fire Protection Association standards for aircraft hangar use and be charged and ready for immediate use as required by fire regulations and applicable laws and ordinances. If Lessee receives an inspection notice or a deficiency notice following an inspection by the Fire Department or County, Lessee agrees to make any and all corrections in the manner required by the Fire Department or County within thirty (30) days after receipt of such notice.
32. **HAZARDOUS MATERIALS AND HAZARDOUS WORK** Hazardous materials stored in the Hangar must be stored in Department of Transportation (DOT) approved containers and disposed of per hazardous waste requirements, as required by law. The total volume of the stored hazardous materials may not exceed five (5) US gallons. The storage of aircraft engine oil, in the manufacturer's original containers, will not be included in the calculation of the total allowable storage volume. To minimize fire hazard and hazardous waste contamination issues, the following actions are prohibited in the Hangar: using combustible chemicals or cleaning solvents, fuel system draining, fuel system repair (except where the fuel system has been drained), hot work (as defined in the California Fire Code and including, but not limited to, cutting, welding, brazing,

soldering, and grinding), chemical stripping, chemical washing, and painting (except as described elsewhere in this Agreement). The use of power tools that increase the hazard of fire is strictly prohibited. These precluded activities may be performed solely in a location assigned for such purpose by the County. Touch-up painting of small areas on an aircraft, not to exceed one square foot total within any 48-hour period, is permitted. Hot work to the Hangar building itself is permitted if performed by a person properly licensed to perform such work. Lessee, and persons performing work on Lessee's behalf, must at all times comply with all applicable current state and local laws, ordinances, regulations, and fire prevention codes.

33. **CONTAMINATION AND POLLUTION.** Lessee, solely at Lessee's own cost and expense, must provide clean up of the Premises, other property, or natural resources contaminated or polluted due to Lessee activities. All fines, penalties, or punitive or exemplary damages incurred by Lessee due to contaminating or polluting activities of the Lessee will be borne entirely by Lessee.
34. **STORMWATER POLLUTION** Lessee must undertake all reasonably necessary actions to minimize the exposure of stormwater to polluting materials generated, stored, handled, or otherwise used on the Premises.
35. **ASSIGNMENT AND SUBLETTING** The interest conveyed by this Agreement may not be assigned or transferred in whole, except upon sale of the Hangar, as provided elsewhere in this Agreement. No assignment or transfer in whole may be made, either voluntarily or by operation of law, without County's prior written consent, which will not be unreasonably withheld, but will be conditioned on the assignee's or transferee's compliance with all terms of this Agreement, including, but not limited to, the provisions relating to sale of the Hangar and registration of aircraft and aircraft and hangar ownership. The interest conveyed by this Agreement may not be transferred in part, sublet, assigned, or otherwise encumbered, either voluntarily or by operation of law, without County's prior written consent, which will not be unreasonably withheld, but will be conditioned on the assignee's or sublessee's compliance with all terms of this Agreement, including, but not limited to, the provisions relating to sale of the Hangar and registration of aircraft and aircraft and hangar ownership, and County's prior written approval of a written sublease. Any sublease must incorporate all terms of, and be subordinate to, this Agreement. Any attempt to transfer or assign this Agreement without compliance with this section is void and will constitute a default.
36. **DOCUMENT PROCESSING FEE** As required by the Rent and Fee Schedule, Lessee must pay a Document Processing Fee for the drafting or processing of tenant-initiated documents relating to this Agreement, including, but not limited to, any amendment, consent, change of ownership, or other approval or modification. County-initiated documents are exempt from the processing fee.
37. **DEFAULT OR BREACH** Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of its terms or

conditions, the other party must give written notice to remedy the default or breach. If the default or breach is not remedied within 30 calendar days following such notice, the other party may, at its option, terminate this Agreement. The enumeration in this Agreement of various grounds for default does not mean that such enumerated grounds are the only grounds for default. Termination as provided in this Section does not constitute a waiver of damages or any other remedy available to either party because of such default. Each term and condition of this Agreement is both a covenant and a condition.

38. **IMMEDIATE TERMINATION** The County may terminate this Agreement immediately, at any time and without prior written notice, in the event Lessee violates any federal, state, or local law, rule, regulation, or lawful instruction of any Department of Airports servant or agent, **where that violation is in any way related to Lessee's use of any one or more of the following: any County airport, the Premises, the Hangar, the Aircraft, any item that has been stored in the Hangar, any certificate issued by the FAA, or any permit issued by the County.**
39. **REQUIREMENTS UPON TERMINATION** Upon termination of this Agreement:
- a) Lessee must vacate the Premises and deliver same to County in good order and condition.
 - b) Lessee must, at its own expense, remove all aircraft from the Premises. If the termination was for any reason other than the expiration of the lease term, Lessee must remove all aircraft within 30 calendar days of the termination. If Lessee does not timely remove all aircraft, all remaining aircraft may be removed by County and moved to any other place on the Airport without liability for damage to the aircraft or other property that may result from such removal. All cost and expense of moving the aircraft must be paid by Lessee. Once moved to another location on the Airport, Lessee must remove all aircraft from the Airport within three (3) days of their removal from the Premises. If, after such time, all aircraft are not removed from the Airport, the County may commence lien sale proceedings as provided by law. This subsection will survive the termination of this Agreement.
 - c) Lessee must also, at its own expense, remove all personal property of any kind, other than aircraft, owned or placed on the Premises by Lessee, along with all debris, surplus, and salvage material. If Lessee does not remove, or has not completed removal of, all personal property within seven (7) days after the termination, title to any remaining personal property will vest in the County. County may thereafter remove or cause to be removed or destroyed, such personal property left on the Premises, and in such event, Lessee must pay the County the reasonable and actual cost of any such removal, sale, or destruction in excess of any consideration received by County as a result of any such removal, sale, or destruction. This subsection will survive the termination of this Agreement.
 - d) Lessee must, no later than 30 days before the expiration of the term of this Agreement, provide County written notice of its intent to either negotiate a new lease with the Department of Airports, remove the Hangar, or transfer ownership of the Hangar.

- e) If the termination was for any reason other than the expiration of the lease term, and if the Hangar is not otherwise transferred, Lessee must, at its own expense, within 90 calendar days of the termination, remove or transfer ownership of the Hangar, including its appurtenances. If Lessee does not timely remove or transfer ownership of the Hangar as required by this section, ownership of the Hangar will transfer to County, and County may remove, destroy, or otherwise dispose of the Hangar at Lessee's expense. Transfer of the Hangar to a private party is subject to County's approval of a lease agreement with the new owner of the Hangar. This subsection will survive the termination of this Agreement.
 - f) If Lessee elects to sell the Hangar in place, Lessee must, before consummating the sale, advise the prospective purchaser of the terms of this Agreement, including, but not limited to, the provisions of Section 6 relating to the ownership and registration of aircraft to be stored in the Hangar. Furthermore, Lessee must, as a condition of the sale, appear before the County together with the prospective buyer to assure the County that the prospective buyer is the registered owner of the aircraft to be stored in the Hangar, for the purpose of either assigning this Agreement or terminating this Agreement and executing a new agreement for lease of the land occupied by the Hangar. Failure to do so will place the buyer in the untenable position of occupying space on County property without authorization to do so, and may result in legal action as appropriate. Further, at the time Lessee notifies County of intent to sell the Hangar, Lessee must provide an inspection report to County that demonstrates that all improvements made to the Hangar by Lessee comply with Ventura County Building and Safety Codes. Failure to do so may result in the County not approving the transfer.
40. **LIEN** Lessee hereby grants to County a lien against the Hangar, Aircraft, and all personal property that Lessee stores in the Hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all unpaid amounts, County is hereby granted and has the right to take and recover possession of the Hangar and satisfy its lien in accordance with sections 1208.61 through 1208.70 inclusive of the California Code of Civil Procedure, and County may also take and recover possession of the stored Aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said Hangar, Aircraft, or personal property and assertion of the lien.
41. **WAIVER AND NONWAIVERS.** The failure of County to either:
- a) Give any notice of default or breach of the Agreement, or
 - b) Terminate the Agreement because of a default or breach thereof, or
 - c) Exercise any other right conferred on it pursuant to this Agreement, will not be a waiver of any right or rights conferred by the Agreement nor will County be estopped to assert such right or rights at any reasonable time

after County has knowledge of a breach or default.

No waiver of any default or breach constitutes a waiver of any other default or breach, whether of the same or any other term, covenant, or condition. No waiver, benefit, privilege, or service voluntarily given or performed by County or Lessee gives the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent to this Agreement does not constitute a waiver of any preceding default by Lessee other than a default in the payment of the particular rental payment so accepted, regardless of County's knowledge of the preceding breach at the time of accepting the rent, nor does County's acceptance of rent or any other payment after termination of this Agreement constitute a reinstatement, extension, or renewal of this Agreement or revocation of any notice or other act by County.

42. **PARTIES BOUND AND BENEFITTED** The terms and conditions of this Agreement will apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Agreement, and all of the parties to this Agreement are jointly and severally liable under this Agreement.
43. **TIME** Time is of the essence of this Agreement.
44. **HOLD HARMLESS & INDEMNIFICATION** Lessee's use of the Premises, the Hangar, and property stored in the Hangar is at Lessee's sole risk. Lessee agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents, and volunteers, against any and all claims, lawsuits, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, whether against Lessee, County or others, arising directly or indirectly out of the obligations or rights herein described or undertaken or out of activities conducted or subsidized in whole or in part by Lessee, save and except claims or litigation later determined by a court to have arisen through the sole negligence or wrongdoing and/or sole willful misconduct of County. Lessee agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Agreement.
45. **DESTRUCTION OF PREMISES** If Premises are destroyed by any cause except Lessee's fault, or declared unsafe or unfit for occupancy by any authorized public agency for any reason except as caused by Lessee's fault, either wholly or in such a degree as to substantially impair Lessee's use of the Premises, then all rent due under the terms of this Agreement will cease as of the date of such destruction or declaration, and this Agreement will be terminated and Lessee must, at its own expense, remove all improvements and personal property from the Premises and surrender the Premises free of same to the County within 90 days.

Nothing in this section precludes Lessee or County from agreeing to an alternative outcome.

46. **FAA SPECIAL PROVISIONS**

- a) The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee must maintain and use such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Subtitle A, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- b) The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities; (2) in the construction of any improvements on, over, or under such land and the use of such land, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) the Lessee must use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Part 21, Nondiscrimination in Federally- assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- c) In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate the Lease and to reenter and repossess the land and the facilities thereon, and hold the same as if the Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
- d) Non-compliance with the above provisions of this section will constitute a material breach of this Agreement and, in the event of such non-compliance, County will have the right to terminate this Agreement and the estate hereby created without liability therefor, or, at the election of the County or the United States, either or both said governments will have the right to judicially enforce the above provisions.
- e) The County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance. Such reservation includes without limitation the right to develop and operate the Airport and other airports, to relocate existing operations at the Airport and other airports, and to offer

- services and facilities at the Airport and other airports that may compete with the operations of Lessee.
- f) The County reserves the right, but will not be obligated to the Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.
 - g) This Agreement is subordinate to the provisions and requirements of any existing or future agreement between the County and the United States, relative to the development, operation, or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent of the provisions of any existing or future funds. County agrees to provide Lessee written advance notice of any provisions that would adversely modify the material terms of the Agreement.
 - h) Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.
 - i) It is understood and agreed that nothing herein contained will be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).
 - j) There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport.
 - k) The Lessee, by accepting this expressly, agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Premises above the mean sea level elevation of more than 100 feet. In the event the aforesaid covenants are breached, the County reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which will be at the expense of the Lessee.
 - l) The Lessee, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of the Lessee.
 - m) This Agreement and all the provisions hereof are subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

47. **FEDERAL GOVERNMENT EMERGENCY CLAUSE** All provisions of this

Agreement are subordinate to the rights of the United States of America to operate the Airport or any portion thereof during time of war or national emergency. Such rights supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

48. **CONDEMNATION** If the whole of the Premises is taken by a public authority under the power of eminent domain, then the term of this Agreement will cease on the day of possession by said public authority. If only a part of the Premises is taken under eminent domain, Lessee will have the right either to terminate this Agreement or to continue in possession of the remainder of the Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in effect, the minimum rent payable being reduced proportionately for the balance of the term of this Agreement. If a taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of the Lessee will belong to the Lessee, and those payments attributable to the reversionary interest of the County will belong to the County.
49. **REMOVAL OF AIRCRAFT** In the event that any aircraft occupying the Hangar is in violation of the Airports Ordinance Code (Ventura County Ordinance Code § 6501 et seq.), this Agreement, or local, state, or federal law, it will constitute a default. Should County so notify Lessee, and Lessee fail to remedy such default as required by this Agreement, County may provide Lessee written notice that the aircraft must be removed from the Hangar. Upon such notice, Lessee must remove the aircraft from the Hangar within forty-eight (48) hours of the time and date of such written notice. An aircraft not timely removed from the Hangar may be removed by the County and moved to any other place on the Airport without liability for damage to the aircraft or other property that may result from such removal. All cost and expense of moving the aircraft must be paid by the aircraft owner. Once moved to another location on the Airport, the aircraft owner must remove the aircraft from the Airport within three (3) days of its removal from the Hangar. If, after such time, the aircraft is not removed from the Airport, the County may commence lien sale proceedings as provided by law.
50. **ENTIRE AGREEMENT** This Agreement contains the entire agreement between the parties hereto, and no obligation other than those set forth in this Agreement will be recognized. This Agreement supersedes all proposals, negotiations, conversations, discussions, agreements, and representations, or any of these, whether oral or written, including, but not limited to, any custom or past dealing between the parties relating to the subject matter of this Agreement, that precede the effective date of this Agreement.
51. **AGREEMENT MODIFICATION** This Agreement may be altered or modified only in a writing signed by the parties hereto. In addition to the termination provisions elsewhere in this Agreement, this Agreement may be terminated in a writing signed by the parties hereto. Such alteration, modification, or termination may be executed by Director, Director's designee, or other authorized representative on behalf of the County.

52. **PARTIAL INVALIDITY** If any term, covenant, condition, or provision of this Agreement is found by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.
53. **GENDER AND NUMBER** For the purpose of this Agreement, the masculine or neuter form includes the masculine and feminine, the singular number includes the plural, and the plural number includes the singular, unless the context indicates otherwise.
54. **JOINT AND SEVERAL LIABILITY** If Lessee is not an individual, all individuals that comprise Lessee, and each of them, are jointly and severally liable for the performance of each and every obligation of Lessee under this Agreement.
55. **ARTICLE HEADINGS** Article headings in the Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.
56. **NOTICES AND PAYMENTS** Notices and payments required by this Agreement may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, with any United States Post Office facility. Such notice to the County must be addressed to Department of Airports, County of Ventura, 555 Airport Way, Suite B, Camarillo, CA 93010. Such notice to Lessee must be addressed to the address shown in section 1 of this Agreement or to another address later designated by Lessee. Such notice to Lessee may be issued by the Director of the Department of Airports (Director), Director's designee, Director's successor, or other person at County's sole discretion.

Lessee and County hereby warrant that they are duly authorized to enter into this Agreement and have the legal authority to comply with all of its terms and conditions, and have executed this Agreement, on this _____ day of _____, 20_____.

LESSEE

COUNTY OF VENTURA

Signature

By: _____
Signature

Name

Name

County Agent