

# LEASE AGREEMENT – CAMARILLO AIRPORT

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## TABLE OF CONTENTS

ARTICLES	PAGE
1. PROPERTY LEASED	1
2. TERM AND OPTION	1
3. HOLDOVER	1
4. PURPOSE	1
5. USE OF AIRPORT FACILITIES	1
6. RENT	1
7. FAILURE TO PAY WHEN DUE	1
8. ALTERATIONS BY TENANT	1
9. SIGNS AND ADVERTISING	2
10. EMPLOYEE INFORMATION	2
11. SECURITY DEPOSIT	2
12. INSURANCE	3
13. TAXES AND ASSESSMENTS	4
14. UTILITIES AND MAINTENANCE	4
15. JANITORIAL AND LANDSCAPING SERVICES	4
16. TRASH AND RUBBISH SERVICES	5
17. COOPERATION BETWEEN TENANTS	5
18. REPAIRS AND MAINTENANCE BY COUNTY	5
19. REPAIRS AND MAINTENANCE BY TENANT	5
20. ENTRY BY COUNTY	5
21. COMPLIANCE WITH LAW	5
22. AIRPORT REGULATIONS	5
23. FIRE REGULATIONS	5
24. ENVIRONMENTAL PROTECTION	6
25. CONTAMINATION AND POLLUTION	6
26. STORMWATER REGS ACKNOWLEDGEMENTS	6
27. ASSIGNMENT AND SUBLETTING	7
28. DOCUMENT PROCESSING FEE	7
29. DEFAULT OR BREACH	7
30. CLAIMS AND PROTEST	7
31. WAIVER AND NON WAIVER	8
32. PARTIES BOUND AND BENEFITED	8
33. TIME	8
34. HOLD HARMLESS AND INDEMNIFICATION	8
35. DESTRUCTION OF PREMISES	8
36. FAA SPECIAL PROVISIONS	9
37. GOVERNMENT INCLUSIONS	11
38. FEDERAL GOVT. EMERGENCY CLAUSE	11
39. CONDEMNATION	11
40. CONDITION OF PROPERTY UPON TERMINATION	11
41. REMOVAL OF TENANT'S PERSONAL PROPERTY	11
42. ENTIRE AGREEMENT	12
43. AGREEMENT MODIFICATION	12
44. PARTIAL INVALIDITY	12
45. GENDER AND NUMBER	12
46. ARTICLE HEADINGS	12
47. NOTICES AND PAYMENTS	12

**LEASE AGREEMENT - ??? AIRPORT  
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THIS LEASE, hereinafter called "Agreement" is made and entered into by and between:  
**COUNTY OF VENTURA** hereinafter called "County," and  
**???**  
hereinafter called "Tenant"

The parties agree that:

**1. PROPERTY LEASED.** County hereby leases to Tenant and Tenant hereby rents from County the property, hereinafter called "Premises," located on the Camarillo Airport, hereinafter called "Airport." The Premises are briefly described as follows:

**Property description here!!!**

The Premises are more particularly shown on Exhibit "A" which is attached hereto and made a part hereof by reference.

**2. TERM AND OPTION.** Term here!!

**3. HOLDOVER.** Holdover here!!!

**4. PURPOSE.** The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of the Director of Airports ("Director"): **Purpose here!!!**

**5. USE OF AIRPORT FACILITIES.** Tenant shall have the nonexclusive right to the use of the public waiting rooms, rest rooms, and other public places on the Airport, the roadways and other public facilities provided by the County.

**6. RENT.** The monthly rent shall be payable, in advance, on the first day of each month. The monthly rent for the Premises shall be **???? (calculated)**. Rent adjustments will be reviewed annually, and shall be payable at the rate applicable to the Premises and Tenant's use thereof set forth in the Rent and Fee Schedule (which is subject to periodic change by the County Board of Supervisors) then in effect at the time of the review.

**7. FAILURE TO PAY WHEN DUE.** If money payable to County as a condition of this Agreement is not paid prior to ten (10) days after due date, a fee of ten percent (10%) of the amount due and unpaid will be added to the amount due and such total sum shall be due and payable to County as of the original delinquency date. A further fee in the same amount will be added for each thirty (30) day period following addition of the fee, until paid.

**8. ALTERATIONS BY TENANT.** Tenant may make 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. All improvements, alterations and additions shall conform with the then-current Airport Design Criteria for Construction and Specifications for Construction and Maintenance by Tenant, as may be amended from time to time. Such consent shall not be unreasonably withheld. Tenant shall obtain all necessary applicable permits after

securing the Director's written approval of plans and provide copies of applicable permits to Director prior to commencing construction.

**9. SIGNS AND ADVERTISING.** Tenant shall not erect or display, or permit to be erected or displayed, on the Airport or to the exterior of the buildings on the Premises, any signs or advertising matter of any kind without first obtaining the written consent of the Director. Such consent shall not be unreasonably withheld. Tenant shall obtain all necessary applicable permits after securing the Director's written approval of signs or advertising matter.

**10. EMPLOYEE INFORMATION.** Tenant shall provide and keep current in the Director's Office a list of key employees and their telephone numbers for emergency purposes.

**11. SECURITY DEPOSIT.** Tenant shall provide County with and at all times thereafter maintain an irrevocable security deposit in the amount of **three (3) times** the monthly rent. Such amount shall be adjusted periodically and concurrently with any adjustments to rent. The security deposit shall take one of the forms set out below and shall guarantee Tenant's full and faithful performance of all the terms, covenants, and conditions of this Agreement.

A. An irrevocable Letter of Credit from a financial institution in Ventura County wherein the principal sum is made payable to County on order. County must approve both the financial institution and the form of the certificate.

B. The assignment to County of a savings deposit held in a financial institution in Ventura County acceptable to County. Such assignment shall consist of delivery to County of the original passbook for such savings deposit and execution and delivery of a written assignment of said deposit to County on a form approved by County.

C. A renewable Time Certificate of Deposit from a financial institution in Ventura County wherein the principal sum is made payable to County on order. County must approve both the financial institution and the form of the certificate.

D. Any other form of payment acceptable to County.

Regardless of the form in which Tenant elects to make the security deposit, all or any portion of the principal sum shall be available unconditionally to County for correcting any default or breach of this Agreement by Tenant, his successors or assigns or for payment of expenses incurred by County as a result of the failure of Tenant, his successors or assigns, to faithfully perform all the terms, covenants, and conditions of this Agreement.

Should Tenant elect to assign a savings deposit to County, or provide a Time Certificate of Deposit, to fulfill the security deposit requirements of this Agreement, the assignment, or certificate shall have the effect of releasing the depository or issuer therein from liability on account of the payment of any or all of the principal sum to County on order upon demand by County. The agreement entered into by the Tenant with a financial institution to establish the deposit necessary to permit assignment or issuance of a certificate as provided above may allow the payment to Tenant on order of interest accruing on account of the deposit. If at any time during the term of this Agreement, any rent or other sum payable to County shall be 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 Tenant, then Tenant shall, within thirty (30) days after written demand by County, restore the security deposit to the required amount. Tenant shall maintain the required security deposit throughout the term of this Agreement. Failure to do so shall be deemed default and shall be grounds for immediate termination of this Agreement. The security deposit shall be rebated, reassigned, released or endorsed to Tenant or order, as applicable, at the end of the term of this Agreement provided Tenant is not then in default and has performed its obligation required to be performed upon termination.

**12. INSURANCE.** Tenant, at its sole cost and expense, shall obtain and maintain in full force during the term of this Agreement, the minimum insurance requirements as prescribed below. Such requirements shall be adjusted annually and concurrently with any adjustments to insurance requirements in the then-current Rent and Fee Schedule. Current requirements prescribe the following insurance:

A. **Commercial General Liability:** "Occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$1,000,000 aggregate, including personal injury, broad form property damage, products / completed operations, broad form blanket contractual, and \$100,000 fire legal liability.

B. **Workers' Compensation (WC) coverage:** In full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000. The WC requirement is waived only if Tenant is a sole proprietor with no employees, volunteers or family members working in the business in which case proof of medical insurance is required, Tenant must affirm that there are no employees in writing.

C. **County and Department as Additional Insured.** The above policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement must be provided with a 30-day cancellation notice.

E. **Waiver of Subrogation.** County (and its Board, Agencies, Departments, Officers, Employees, Agents and Volunteers (collectively, "County Agents")) and Tenant each release each other and waive any right to recover against the other for claims for damages to Tenant's property located on the Premises, and County's or County's Agents' property located on the Premises or the Airport, including the Airport itself, and all improvements and property (real and personal) located on or at the Airport, whether or not covered by insurance and regardless of whether the negligence of the other party caused such damages. This provision is intended to waive fully, and for the benefit of Tenant, County and County Agents, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The insurance coverage obtained by Tenant and County, respectively, pursuant to this Agreement or otherwise shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance.

F. **Notice of Cancellation.** Tenant's required insurance policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the County of Ventura, Department of Airports.

G. Proof of Coverage. Tenant agrees to provide Director with the following insurance documents on or before the effective date of this Agreement:

- 1) Certificates of Insurance for all required coverages.
- 2) Additional Insured endorsements.
- 3) Waiver of Subrogation endorsements (A.K.A.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

Failure to provide these documents is grounds for immediate termination or suspension of this Agreement, at County's option.

**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.**

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Tenant for liability in excess of such coverage, nor shall it preclude County from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

**13. TAXES AND ASSESSMENTS.** A taxable possessory interest may be created by this Agreement for the leased Premises and Tenant may be subject to the payment of property taxes levied on such interest. Tenant shall pay, before delinquent, any and all taxes and assessments levied upon the leased Premises or against Tenant by reason of Tenant's use and occupancy of the leased Premises.

**14. UTILITIES AND MAINTENANCE.** Tenant shall pay connection fees, and charges for all utilities including water/sewer, electronic, computer or telephones equipment installed, used, or operated by Tenant on the Premises. Tenant 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. **Tenant shall pay a utility surcharge to County in the amount of \$50 per month (Waived).**

**15. JANITORIAL AND LANDSCAPING.** Tenant shall provide all janitorial services and supplies for the Premises at Tenant's sole expense. Tenant shall maintain the Premises at all times in a neat, clean, orderly, and safe condition.

**16. TRASH AND RUBBISH SERVICES.** Tenant shall provide, at Tenant's sole expense, proper containers for and the regular collection of all trash and rubbish materials generated from or accumulating on the Premises.

**17. COOPERATION BETWEEN TENANTS.** The Tenant shall cooperate with all other Tenants of the County who will be operating enterprises on the Airport and shall conduct its operations so as to avoid interference with the operations of other Tenants. Any difference or conflict which may arise between the Tenant and other tenants will be adjusted and determined by the Director. If the operations of the Tenant are impaired because of any acts or omissions of such other Tenants, the Tenant shall have no

claim against the County on that account.

**18. REPAIRS AND MAINTENANCE BY COUNTY.** No repairs to the Premises of any nature will be performed by County unless deemed necessary and in the best interest of County.

**19. REPAIRS AND MAINTENANCE BY TENANT.** Tenant accepts the Premises in the present condition and repair. Any repairs and/or modifications to Premises by Tenant shall conform to all applicable building codes and regulations. Tenant shall maintain the Premises in as good condition as they were when Tenant first received possession thereof, excepting reasonable wear and tear, and shall make all repairs and replacements necessary to that end.

**20. ENTRY BY COUNTY.** County may enter upon the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as County is obliged to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by Tenant on Premises.

**21. COMPLIANCE WITH LAW.** Tenant shall not use or permit the use of the Premises for an illegal or immoral purpose and shall comply with all Federal, State, and local laws and ordinances concerning the Premises and use thereof.

**22. AIRPORT REGULATIONS.** Tenant agrees to observe, obey, and abide by all applicable laws, ordinances, field rules, and other regulations for the common and joint use of Airport facilities and for the maintenance and conduct of all its operations which are now or may hereafter be imposed or promulgated by County, the Federal Aviation Administration, or any other governmental agency having jurisdiction over the subject matter.

**23. FIRE REGULATIONS.** Tenant shall at all times comply with all applicable laws, ordinances, and regulations pertaining to fire prevention, and shall furnish and keep adequate fire extinguishers in sufficient numbers and in convenient and accessible places on the Premises. The fire extinguishers shall be charged and ready for immediate use as required by fire regulations and applicable laws or ordinances. If Tenant receives an inspection notice or a deficiency notice following an inspection by the Fire Department, Tenant agrees to make any and all corrections in the manner required by the Fire Department within thirty (30) days after receipt of such notice.

**24. ENVIRONMENTAL PROTECTION.** Tenant shall take all measures available to:

A. Avoid any pollution of the atmosphere or littering of Airport caused by or originating in, on, or about Tenant's facilities.

B. Keep the noise level on the Premises to a minimum so that other tenants may effectively utilize other areas of the Airport and so that persons in the general neighborhood will not be detrimentally affected.

C. Keep the lights on the Premises from emitting light that could negatively affect the operation of aircraft or ground vehicles in the area.

D. If the Tenant's activities on the property, which is the subject of this agreement, involve in any manner the use, storage, or transportation of any chemicals, solvents, or

other material which may be considered to be hazardous in their use, application, and/or transportation, Tenant shall advise County in writing immediately. Tenant agrees additionally to have the Ventura County Environmental Health Department inspect any property subject to such use on a not less than semiannual basis.

E. Tenant agrees to remove any and all contaminants resulting from or in connection with Tenant's activities on the property, as stated above, from the property in question prior to the termination of the lease. In the event that Tenant fails to so clear the area including specifically any underground storage tanks that are in a hazardous condition or have been ascertained to be leaking by the Environmental Health Department, Tenant assumes liability therefore and agrees to allow County to use any and all security deposits to pay for such cleanup and/or removal.

**25. CONTAMINATION AND POLLUTION.** Tenant, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to Tenant activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the Tenant will be borne entirely by the Tenant.

**26. STORMWATER REGULATIONS ACKNOWLEDGMENTS.** Notwithstanding any other provisions or terms of this Agreement. Tenant acknowledges the county is subject to federal stormwater regulations 40 CFR Part 122, for aircraft maintenance shops (including aircraft rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations that occur at the Airport as defined in these regulations and, as applicable, State stormwater regulations provided. Tenant further acknowledges that it is familiar with these stormwater regulations; that it conducts it's business activities including associated vehicle parking as defined in the stormwater regulations; and that it is aware the there are significant penalties for submitting false information, including fines and imprisonment for knowing violations. Airport and Tenant both acknowledge that close cooperation is necessary to minimize costs. Tenant acknowledges and agrees that it undertake all reasonably necessary actions to minimize the exposure of stormwater to significant materials generated, stored, handles, or otherwise used by Tenant, by adhering to County requirements and Best Management Practices. " Best Management Practices" describes practices employed to prevent or reduce source water pollution, such as the construction of runoff-retention basins and replanting eroding surfaces. The Airport will conduct annual Best Management Practice inspections to assure Tenants compliance.

**27. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Agreement, or any interest therein, and shall not sublet said Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of Director, and such consent shall not be unreasonably withheld. Any assignment or subletting without the written consent of the Director shall be void, and shall, at the option of the County, terminate this Agreement.

**28. DOCUMENT PROCESSING FEE.** Consistent with a Resolution adopted by the Ventura County Board of Supervisors, a DOCUMENT PROCESSING FEE shall be paid

by Tenant in accordance with Board approved "Rent and Fee Schedules" for "Tenant initiated" drafting and/or processing of each Amendment, Assignment, Concurrence, Change of Ownership, Approval to Sublease, Extension of Lease Term, Option to Lease Addition, or other "Special Modification(s)." This Document Processing Fee shall be deemed earned by County when paid and shall not be refundable. Said fee is construed as reimbursement of administrative costs pursuant to transaction. County initiated documents are exempt from processing fee charges.

**29. DEFAULT OR BREACH.** Except as otherwise provided, at anytime one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If the default or breach is remedied within thirty (30) days following such notice (or within three (3) business days if the default is maintenance of a hazardous condition or failure to maintain and/or prove required insurance coverage), then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition.

**30. CLAIMS AND PROTEST.** During the reasonable hours, County, its agents or employees shall have the right, but not the obligation, to enter upon and inspect the Premises and operations and to make written Demand to Perform upon Tenant to perform its obligations under this Agreement. Such demand shall specify the obligations to be performed. If Tenant disputes such demand, within thirty (30) days after any such demand is given, Tenant shall file a written Protest of Demand with County stating clearly and in detail its objections and reasons. If Tenant does not file such protest within thirty (30) days, Tenant shall be deemed to have waived and does hereby waive all claims for damages and adjustments against County arising out of the demand. Upon receipt of any such protest from Tenant, County, its agents or employees, shall review the demand objected to and Tenant's protest and shall within thirty (30) days notify Tenant in writing of its decision which shall be binding on all parties, unless within thirty (30) days thereafter Tenant shall file with the Board of Supervisors (hereinafter called "Board") a Protest of Decision. Within thirty (30) days of receipt of such protest, Board shall render its decision. Failure by Board to render its decision within thirty (30) days shall be deemed a rejection of the protest and ratification of County's decision.

**31. WAIVER AND NON WAIVER.** 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, shall not be a waiver of any right or rights conferred by the Agreement nor shall 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 shall constitute 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 Tenant shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent to this Agreement shall not constitute a waiver of any preceding default by Tenant 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 shall 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.

**32. PARTIES BOUND AND BENEFITED.** The terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

**33. TIME.** Time is of the essence of this Agreement.

**34. HOLD HARMLESS AND INDEMNIFICATION.** Tenant agrees to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, their boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as "County"), from and against any and all claims, lawsuits – whether against Tenant, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death or persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Premises or out of operations conducted or subsidized in whole or in part by Tenant.

**35. DESTRUCTION OF PREMISES.** If Premises should be destroyed by any cause, except as caused by the fault of Tenant, or declared unsafe or unfit for occupancy by any authorized public authority for any reason, except as caused by the fault of Tenant, either wholly or in such a degree as to substantially impair Tenant's use of the Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. In such event, this Agreement shall thereby be terminated.

**36. FAA SPECIAL PROVISIONS.**

A. The Tenant, 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 Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, 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

**LEASE AGREEMENT - ??? AIRPORT  
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Regulations may be amended.

B. The Tenant, 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 shall 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 furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, 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. That in the event of breach of any of the above nondiscrimination covenants, County shall 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. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Non-compliance with Provision D above shall constitute a material breach thereof and, in the event of such non-compliance, County shall have the right to terminate this Agreement and the estate hereby created without liability therefore or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce Provisions.

F. Tenant agrees that it shall insert the above five Provisions in any lease agreement, contract, etc., by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

G. The Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

H. 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 Tenant and without interference or hindrance. Such reservation includes without limitation the right to develop and operate other airports, to relocate existing operations at other airports and

**LEASE AGREEMENT - ??? AIRPORT  
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to offer services and facilities at the other airports that may compete with the operations of Tenant.

I. The County reserves the right, but shall not be obligated to the Tenant, 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 Tenant in this regard.

J. This Agreement shall be 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.

K. Tenant 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.

L. It is understood and agreed that nothing herein contained shall 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).

M. 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 shall include 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.

N. The Tenant, 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 land leased hereunder 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 shall be at the expense of the Tenant.

O. The Tenant, 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 Tenant.

P. This Agreement and all the provisions hereof shall be 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 the time of war or national emergency.

**37. GOVERNMENT INCLUSIONS.** This Agreement shall be subordinate to the provisions of any existing or future agreements between the county and the United States Government or other governmental authority, relative to the 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 tenant written advance notice of any provisions that would adversely modify the material terms of the Agreement.

**38. FEDERAL GOVERNMENTS EMERGENCY CLAUSE.** All provisions of the Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

**39. CONDEMNATION.** If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, Tenant shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If Tenant remains in possession, all of the terms thereof shall 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 Tenant shall belong to the Tenant, and those payments attributable to the reversionary interest of the County shall belong to the County.

**40. CONDITION OF PROPERTY UPON TERMINATION.** Upon the termination of this Agreement for any reason, Tenant shall vacate the Premises and deliver same to County in good order and condition, damage by the elements, fire, earthquake, and ordinary wear and tear excepted.

**41. REMOVAL OF TENANT'S PERSONAL PROPERTY.** Unless otherwise mutually agreed in writing by the parties hereto, at the expiration, termination or cancellation of this Agreement, the Tenant shall have removed, at its own expense, all personal property of any kind owned or placed on the Premises by the Tenant, along with all debris, surplus and salvage material, and shall leave the Premises in a clean and orderly condition. If the Tenant does not remove, or has not completed removal of its personal property within seven (7) days after such expiration, termination or cancellation, title thereto shall 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, Tenant shall 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 demolition.

**42. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto and no obligation other than those set forth herein will be recognized.

**43. AGREEMENT MODIFICATION.** This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto. Such modification may be executed by Director or an authorized representative on behalf of the County.

**44. 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 shall remain in full force and

effect and shall in no way be affected, impaired, or invalidated thereby.

**45. GENDER AND NUMBER.** For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

**46. 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 and conditions of this Agreement.

**47. NOTICES AND PAYMENTS.** All notices required under this Agreement, including change of address, shall be in writing, and all notices and payments shall be made as follows:

A. All payments and notices to Tenant shall be given or mailed to:

???

Attention: ???

???

???

B. All payments and notices to County shall be given or mailed to:

Department of Airports  
555 Airport Way, Suite B  
Camarillo, CA 93010  
FAX (805) 388-4366  
Email don.occhiline@ventura.org

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date written below.

**COUNTY OF VENTURA**

**By:**\_\_\_\_\_

**Director, Department of Airports**

**Dated:**\_\_\_\_\_

???

**By:**\_\_\_\_\_ **TITLE:**\_\_\_\_\_

**By:**\_\_\_\_\_ **TITLE:**\_\_\_\_\_

**Dated:**\_\_\_\_\_