

COUNTY OWNED AIRCRAFT STORAGE HANGAR LEASE AGREEMENT

THIS AGREEMENT made and entered into the day, month, and year last below written by and between "**Lessee**" and **COUNTY OF VENTURA**, a body corporate and politic, hereinafter referred to as "**Lessor**".

1. **Lessor**, in consideration of the mutual covenants herein and full performance of the acts herein to be performed by **Lessee**, gives unto **Lessee** the privilege to store an aircraft in an aircraft hangar, that can be relocated, and which is determined to be the property of the **County of Ventura**.
2. The term of this Agreement shall commence on the day, month, and year last below written and shall extend for a period of one (1) calendar month with automatic renewal upon the same terms and conditions as may be modified from time to time or terminated as herein provided.
3. Either party hereto may cancel the Lease for any reason by giving thirty (30) days prior written notice by certified mail to the other party.
4. **Lessor** may terminate this Lease at any time and without prior written notice in the event of violations of laws, rules, regulations, or the lawful instruction of Airport servants or the event of the disregard or breach of any of the terms or conditions herein.
5. **Lessee** hereby releases and discharges **Lessor** from all claims and demands by **Lessee** for loss of or damage to **Lessee's** property and agrees to indemnify **Lessor** against and save **Lessor** harmless from all costs and expense, including attorney's fees, and all liability, claims and demands of others for loss of or damage to property or injury to or death of persons, which may result directly or indirectly from any operation under this Lease. **Lessee** agrees to pay **Lessor** in full and promptly upon demand for any and all loss of or damage to **Lessor's** property cause by or resulting from any operation of **Lessee** hereunder or in connection herewith.
6. **Lessee** hereby grants to **Lessor** a lien against aircraft and all personal property which **Lessee** may, from time to time, store upon the premises. This lien shall exist and continue for all unpaid amounts which **Lessee** may owe **Lessor**, from time to time, and the assertion of the lien shall not relieve **Lessee** from the obligation to pay the monthly fees as herein provided. In the event **Lessee** does not fully and immediately discharge all unpaid amounts, **Lessor** may take possession of aircraft and personal property stored, without notice or other action, and exercise its lien against the same and, in additions thereto, have and recover all costs and expense including attorney's fees in connection with the repossession for personal property and assertion of the lien.
7. **Lessor** will not be responsible for theft, loss, injury, damage, or destruction of the property thereon or therein, or accident, or injury to **Lessee**, it being

specifically understood that the amount of charges fixed for this Lease is for the privilege of aircraft storage only.

8. Assigned hangar space shall be used only for storage of aircraft, equipment, and supplies for minimum owner maintenance of said aircraft. Motor vehicles may be parked only in public parking lots or Lessee's assigned aircraft storage area. Conditions may arise where it may be necessary for the **Lessor** to withdraw temporarily or permanently, without prior notice, the privilege of parking motor vehicles in the assigned storage area.
9. **Lessee** may not conduct any commercial activity on the premises and the aircraft located in said storage area shall not be used for commercial activity. Such use constitutes grounds for termination of this Lease, unless **Lessee** secures prior written consent of the **Lessor**.
10. If **Lessee** desires to engage or use the services of another person in connection with any aircraft work or repair, other than at repair facilities established at the Airport, **Lessee** shall give written notice of such intention prior to commencement of any work. Said notice shall state the name, address, and qualifications of such person, and **Lessor** shall have the right to refuse to permit or to stop any work. This shall not limit the aircraft owner to pilot's right to do work on his own aircraft as permitted by the Federal Aviation Regulations in areas on the Airport approved by the Director of Airports.
11. **Lessee** shall not by his own or his agent's actions cause any increase in the Lessor's insurance rates or damage to the Lessor's property. The use of power tools which in any way increases the hazard of fire is strictly prohibited. Any use of the storage areas **shall conform to all Airport rules and regulations, and local building and fire codes**.
12. The use of combustible chemicals, cleaning solvents, stripping, washing, painting, welding, or repairs to the fuel system in or adjacent to the storage area is **strictly prohibited**. **Lessee** may perform the foregoing only in a location assigned by the **Lessor**.
13. **Lessee** shall not exercise the right granted herein in any manner, which would interfere with the departure and arrival of aircraft.
14. **Lessee** shall permit Lessor's authorized agents free access to the aircraft storage hangar area at all reasonable times for the purpose of inspection or for making necessary improvements.
15. **Lessee** shall not make or cause to be made any alteration to the storage area without first securing the written consent of Lessor's authorized agent and then only upon the terms set by said agent.
16. Waiver of any provision herein or of the regulations governing the use of aircraft storage hangar shall not be deemed a continuing waiver of any other provision or regulation.

17. The privilege conveyed herein may be subject to real property taxation and/or assessment. In such event, **Lessee** shall pay before delinquency, all taxes or assessments which at any time may be levied by the State, County, City, or any other tax assessment levying body upon the leased premises and any improvements or fixtures located thereon. **Lessee** shall also pay all taxes, assessments, fees, and charges on all merchandise fixtures and equipment owned or used thereon.
18. **THIS LEASE IS PERSONAL TO THE LESSEE, AND SHALL NOT BE TRANSFERRED, IN WHOLE OR IN PART, OR ASSIGNED.**
19. **Lessee** shall notify **Lessor** in writing within ten (10) days of any change in aircraft ownership or substitution of aircraft.
20. The aircraft storage hangar shall be occupied by an aircraft registered to the **Lessee** as reflected on the signed lease agreement. Federal Aviation Administration records will determine registration of aircraft.
21. **Lessee** agrees to pay as consideration the posted monthly lease fee in advance within fifteen (15) days after the first (1st) day of each and every month of the term. Partial months shall be prorated. Failure to pay monthly in advance shall automatically revoke this lease and the use of the space, thereafter, shall be charged for at the standards daily fee. Fees charged and lease deposits required shall automatically conform to fee changes approved by the Board of Supervisors. Additionally, **Lessee** agrees to provide **Lessor**, concurrently with the execution of this Agreement, with a lease deposit in the amount of one (1) months license fee in order to secure Lessee's conformance with the terms of this Agreement.
22. Notices required herein except as specified in Paragraph 3 may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by deposition such envelope, with postage prepaid, by any United States Post Office facility. Such notice shall be addressed to Director of Airports, Department of Airports, County of Ventura, 555 Airport Way, Suite B, Camarillo, CA 93010.

23. Lessee is the owner of the following aircraft:

Plane # _____ Make: _____

Registered owner: _____

Address: _____

Phone #: _____ Business Phone: _____

Type of Pilot's License _____ Pilot's License #: _____

Hangar #: _____ Insurance Co. _____

Airport: _____ Policy No. _____

Phone # _____

IN WITNESS WHEREOF, the **Lessee** as executed this Lease and the **Lessor** has cause this Lease to be executed on its behalf by the Administrator, Department of Airports, County of Ventura, on this _____ day of _____, 20_____.

LESSEE

**COUNTY OF VENTURA
LESSOR**

BY _____

County Agent