

GLENN COUNTY AIRPORT STANDARD HANGAR LEASE

AGREEMENT

GENERAL TERMS AND CONDITIONS

1. DESCRIPTION OF RENTAL:

County hereby rents to Lessee the space described in Airport Information for storage thereon of the designated aircraft, and no other aircraft, for the purpose as described in Tenant Data. Lessee must be a bonafide aircraft owner. If aircraft is owned by a partnership, all partner/owners must be identified on the aircraft registration and in this Permit. A copy of the aircraft registration shall be submitted to the Airport Office.

AIRPORT INFORMATION

Airport Name:	_____	Agreement Type:	_____
Hangar #:	_____	Tie Down #:	_____
Land Lease #:	_____	Exhibit:	Exhibit "A" is a location Map
Rental Fee:	\$ _____	Cleaning Deposit:	\$ _____
		Last Month	\$ _____

TENANT DATA

1. Owner Information:

Name:	_____	Date:	_____
Address:	_____	City, State Zip:	_____
Bus. Phone #:	_____	Home Phone:	_____

2. Co-Owner/s Information

Name:	_____	Date:	_____
Address:	_____	Address:	_____
Bus. Phone #:	_____	Bus. Phone #:	_____

3. Aircraft Data

Registration No.:	_____	Make:	_____
Model:	_____	Color:	_____
Year:	_____	Other:	_____
Aircraft Insurance		Policy Expiration	
Policy #	_____	Date:	_____

This lease commences on: _____

The location of the leased hangar is more clearly described In Exhibit "A" and shown on a location map labeled Exhibit "B" and attached hereto.

Tenant's Initials: _____

NOTE: Any change to the above information requires an amendment to this agreement. Public Works Department must be notified immediately of any changes to this information.

2. TERM:

This lease shall be renewed automatically on a month to month basis, until such time as Lessee or the County furnishes the other, thirty (30) days advance written notice of termination. Provided, however, in the event of default by the Lessee, this Permit may be terminated as provided herein.

3. RENT:

Lessee agrees to pay an amount equal to the total of the pro-rata first month rent plus the last full month's rent in advance, prior to the occupation or use of the permitted facilities, at the rate shown on the monthly fee schedule adopted by the Glenn County Board of Supervisors. The first month's charges shall be pro-rated at one-thirtieth (1/30) of the monthly rate for each applicable day. Rent thereafter is payable monthly, in advance, without additional notification or billing, in amounts specified from time to time by the Glenn County Board of Supervisors. Lessee agrees to make such payments by the fifteenth of each month (the "due date") to the Glenn County Public Works Department. Payments not received by the due date will be deemed delinquent by the County. If monthly payments are not received by the due date, Lessee agrees to pay a late charge equal to 50% of the monthly rent as a condition of permit continuation. Mailed payments postmarked by the fifteenth (15th) day of the month shall not be subject to the late charge. No refunds shall be credited for termination during the calendar month.

4. CLEANING DEPOSIT:

Lessee agrees to deposit with Lessor an amount equal to one month's hangar rent to ensure satisfactory building cleanliness upon termination of this lease. The amount refunded at the time of termination will be at the sole discretion of the Lessor.

5. APPURTENANT CONSTRUCTION:

When Lessee attaches or builds within the hangar, such construction or item will become the property of the County at the termination of the lease. This includes any permanent structure built in or adjacent to the hangar or any equipment permanently attached to the hangar.

6. DEFAULT:

In the event that any sum payable hereunder by Lessee is more than two (2) months past due, then at the option of the County, this permit may be declared in default and County may initiate any actions allowed by law to declare Lessee's rights hereunder forfeited. County or its designated representative shall be authorized, without additional notice to Lessee, to lock the hangar and secure all aircraft and other such property therein. Such aircraft and other equipment shall be stored at the expense of Lessee, and this Permit shall thereupon automatically terminate. Termination under this section shall have no effect upon Lessee's obligations accrued hereunder to the date of termination.

Note: Payment Of Monthly Rent Is The Responsibility Of Lessee. You Will Not Receive Prior Notice Of Rent Due.

7. RULES AND REGULATIONS:

Lessee, and those legally acting on behalf of Lessee, agree to abide by all rules and regulations governing the operation and use of the County Airports as set forth in the County Code, resolutions and regulations of the County regarding the airports. Copies of these documents are available upon request.

8. EXCLUSIVE SPACE:

This permit is not transferable or assignable. Lessee shall not assign any interest of the tenancy hereunder or sublet, license or permit any other party or parties to occupy any portion of the permitted space. Lessee's aircraft must be registered or leased in Lessee's name.

9. PERMITTED USES:

Lessee shall use the permitted space for the parking/storage of aircraft specifically listed herein. The following specific provisions shall apply:

- A. Only one aircraft is permitted in each hangar or designated parking space.
- B. Only aircraft related equipment and material may be stored within the hangar.
- C. Lessee's private vehicle may be stored within the hangar space while the aircraft is in use. No parking of vehicles allowed in tie down space.

Tenant's Initials: _____

NOTE: Any change to the above information requires an amendment to this agreement. Public Works Department must be notified immediately of any changes to this information.

- D. Lessee agrees to limit repair and maintenance performed by Lessee to that which does not: violate fire regulations; cause structural or other damage to airport improvements, including surface areas; distract from the clean, orderly appearance of the airport; exceed the limit of such repair and maintenance which Lessee is authorized to perform by FAA regulations.

10. STATUS OF PERMITTED SPACE UPON SALE OR LEASE OF AIRCRAFT:

In the event that Lessee sells the above-designated aircraft and retains the permitted space, Lessee shall give County, within thirty (30) days, written notice including a copy of the bill of sale indicating the date of sale. Lessee is permitted to pay interim rent upon the vacant space in order to purchase or lease a different aircraft within one hundred eighty (180) days of sale. If no notice is received by County from Lessee, this permit will automatically terminate thirty (30) days after sale of said aircraft. If Lessee does not purchase or lease and store a different aircraft within the time specified herein, this permit shall terminate promptly. Written notice to the County shall be made by certified US mail or by hand delivery.

11. APPLICATION/OWNERSHIP/AIRCRAFT INFORMATION:

If any information provided herein changes, Lessee shall notify the County in writing within thirty (30) days. Written notification must be conveyed by certified US mail or by Lessee hand delivery to the Public Works Department, 777 North Colusa Street, Willows, California 95988, between 8:00 AM and 5:00 PM, Mondays through Fridays.

12. OBLIGATIONS OF COUNTY:

County agrees to:

- A. Maintain aircraft parking/storage spaces including structural integrity of hangar and mechanical operation of doors in a reasonable state of repair, normal wear and tear excepted.
- B. Within a reasonable period of time, correct defects or deficiencies of which County is aware.
- C. Provide a usable ingress and egress from the rented space.

13. OBLIGATIONS OF LESSEE:

Lessee agrees to:

- A. Observe all County Ordinances and rules and regulations, State and Federal statutes currently in force pertaining to the said premises.
- B. Report to the County any defects to the aircraft parking/storage space that require maintenance.
- C. Allow the County to perform maintenance and construction to the Airport facilities as County deems necessary.
- D. Assume complete responsibility for tying down or securing Lessee's aircraft and at all times store aircraft at Lessee's sole risk; County shall have no responsibility therefore.
- E. Keep the assigned aircraft parking/storage space clean and free of debris using the trash containers provided by the County. A drip pan for oil spills is required. Any spills in and outside the parking/storage space must be cleaned with an absorbent material and properly disposed.
- F. Not store or discharge gasoline, explosives, flammable or hazardous materials in the hangar or on airport grounds. (Lessee may store in hangar aircraft lubricating oil, unopened in the original container, in sufficient quantities to serve one aircraft oil change for the aircraft listed.)
- G. Recycle used oil and filters, disposing of used oil must be in approved County supplied containers.
- H. Washing aircraft is not allowed until such time as a designated washing facility is installed.
- I. Supply either a key or combination of the door lock of said hangar premises to the County.
- J. Not place any signs or stickers upon the hangar without obtaining written approval from County.
- K. Accept hangar as being in good and sanitary order, condition and repair.
- L. Upon termination of this Permit, surrender premises in same condition as received, reasonable use and wear thereof and damage by fire, act of God, or by the elements excepted.
- M. Not modify the structure or wiring, nor paint, remove, deface, bend, drill, cut or otherwise alter any portion of the hangar without prior written approval of the County.
- N. Not allow hangar doors to remain open for an extended period of time after removing or replacing the aircraft, and secure the hangar door's drop stake, latch and lock the doors properly, including cleaning the drop stake holes to allow full penetration of the drop stake.

Tenant's Initials: _____

NOTE: Any change to the above information requires an amendment to this agreement. Public Works Department must be notified immediately of any changes to this information.

- O. Not attach any hoisting or holding mechanism to the walls, roof, or structure of the hangar. (A chain fall or block and tackle are considered to be hoisting devices.)
- P. Not operate heavy electrical equipment (greater than 15 amps) in or about the hangar or modify existing wiring, circuit breakers or install additional outlets, fixtures or the like therein. (The electrical power supply to the hangar units is limited to that needed to operate a low wattage light and small tools.)

14. REASSIGNMENT:

County reserves the right, acting through its Airport Manager, to reassign aircraft parking/storage space if necessary to facilitate Airport operations.

15. RIGHT TO INSPECT:

County shall have the right to enter and inspect the premises for any purpose after providing reasonable notice of the date and time of such scheduled inspection to Lessee to allow Lessee to accompany County representative if desired. Lessee agrees to make any and all corrections of violations required by the County within ten (10) days after issuance of a written notice of violation. In an emergency, County has right to enter the permitted space without notice if deemed necessary for protection of life or property.

16. INDEMNITY:

Lessee will defend, indemnify, release, save and hold harmless County and any of its officers, agents and employees from any and all liabilities, claims or suits for death or injury to person or persons, or damage, loss or theft of property including attorney fees and costs sustained by County Counsel as a result of any act or omission by Lessee, or by anyone acting under, for or with Lessee, arising from the use or storage of the aircraft identified in the permit. County shall not be responsible for damage or loss by fire, theft, storm, wind or vandalism of any properties stored or otherwise maintained under terms of this Permit unless such damage, loss, injury or death shall be caused solely by the negligence of County.

17. INSURANCE:

Lessee shall obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than \$500,000 combined single-limit bodily injury and property damage with appropriate coverage endorsements to include broad form contractual, broad form property damage, contractor's protective, operations, auto and non-owned auto, host liquor, personal injury, and fire-legal liability applicable to this agreement. As an alternative, Contractor may procure and maintain the above insurance in the single limit of \$1,000,000. Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Lessee shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company", or similar language. If Lessee has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Lessee and Lessee's employees and partners. Lessee shall be responsible for all deductibles in said coverage and Lessee's indemnity and other obligations shall not be limited by the foregoing insurance requirements. The parties hereto agree that County may, through resolution by its Board of Supervisors, after taking action at a public meeting of which Lessee shall have been given written notice at least thirty (30) days in advance thereof, increase or otherwise amend or change the insurance coverage requirement as set forth herein above. The parties also agree that failure or refusal by Lessee to obtain or maintain such coverage as required herein or by subsequent resolution shall constitute a material breach of the agreement and in such even, County, in its sole discretion, may terminate this Permit without liability to Lessee.

18. TAXES:

Use of the permitted space may constitute a possessory interest. Notice is hereby given pursuant to Revenue and Taxation Code Section 107.6 that such possessory interest may be subject to property taxation. Lessee shall pay all taxes of whatever characters are levied or charged.

Tenant's Initials: _____

NOTE: Any change to the above information requires an amendment to this agreement. Public Works Department must be notified immediately of any changes to this information.

19. TERMINATION BY COUNTY:

County shall have the option to terminate this Permit at any time by providing fifteen (15) days prior written notice to Lessee via US certified mail to the address on this permit:

- A. If Lessee has been delinquent in paying the monthly rent for a period longer than two months, or if Lessee has been delinquent in making monthly payment two (2) or more times in any consecutive 12 month period.
- B. If there is a violation of any of the terms and conditions contained herein. County, in its sole discretion, may, but need not, give Lessee an opportunity to correct the violation. If this Permit is terminated by County, County may refuse to grant similar hangar rental permits to Lessee in the future.
- C. If any action at law or in equity is necessary to enforce or interpret the terms of this Permit, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. As used in this provision, a party shall be deemed to prevail only if the party recovers an amount in excess of an offer in compromise filed in the action pursuant to the provision of Section 998 of the Code of Civil Procedure. Any award of attorney's fees pursuant to this provision shall be based only on the amount recovered in excess of the offer in compromise.

20. ADDITIONAL PROVISIONS:

This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter; it supersedes all proposals, oral and written and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

21. FAA REGULATIONS:

The Lessee for himself, his heirs, personal representatives, successors, successors in interest, and assigns, as 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 said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Lessee 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 Regulations may be amended.

The Lessee for himself, his heirs, personal representatives, successors, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: No person on the grounds of race, color, or natural origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

That in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participating in, denies the benefits of, or otherwise be subject to discrimination.

That the Lessee shall use the premises in compliance with all other requirements imposed by or 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 Regulations may be amended.

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 said land and the facilities thereon, and hold the same as if said lease 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.

Tenant's Initials: _____

Lessee shall furnish its accommodations and/or services on a fair, equal and 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 Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County shall have the right to terminate this lease 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.

Lessee agrees that it shall insert the above five provisions in any (lease agreement, contract, etc.) by which said Lessee 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.

The Lessee 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 Lessee 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 Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effort.

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.

The County reserves the right, but shall 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.

This lease 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.

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 herein leased. This public right to cause in aid airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport .

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 leased premises, or in the event of any planned modification or alteration of any present or future building or structure on the leased premises.

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 land leased hereunder above the mean sea level elevation 220 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land leased hereunder and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of the Lessee.

The Lessee, by accepting this lease, agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and takeoff of aircraft from Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.

Tenant's Initials: _____

NOTE: Any change to the above information requires an amendment to this agreement. Public Works Department must be notified immediately of any changes to this information.

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).

This lease 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 said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Lessee shall obey all rules and regulations of the lessor relating to the use of the facilities of the Airport. This includes all fire, safety and health regulations, as well as rules and regulations relating to the use of areas specifically designated for tie-down and outdoor parking of aircraft. Lessee shall obey the Laws and Regulations of the United States, the State of California and the County of Glenn, and the orders and regulations of any officer thereof. The Lessee shall obey the rules and regulations of the Airport as now existing or hereafter amended as well as all Federal Aviation Regulations.

LESSEE:

I have read and understand the hangar lease agreement and will be bound by the terms and conditions.

Lessee Signature: _____ **Date:** _____

COUNTY OF GLENN

PLANNING & PUBLIC WORKS AGENCY

APPROVED AS TO FORM:

Approved

Huston T. Carlyle, Jr., County Counsel
Glenn County, California