

PRIVATE 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 or to be occupied by an aircraft storage hangar described below (Hangar) for non-commercial storage of 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 and any other land or space as described in this Agreement.

Airport	Hangar or Premises description
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	
Insurance company	Policy number

NOTE: For Aircraft Under Construction (defined in section 9), see section 19 for documents required in addition to insurance requirements.

2. **TERM** The term of this Agreement is 20 years commencing on _____ and terminating on _____.

At the expiration of the term, Lessee must either transfer ownership of the Hangar and its appurtenances to another party, enter into a new lease agreement with County, or remove the Hangar at Lessee's own cost, which removal must be accomplished no later than the termination or expiration date of this Agreement.

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. Lessee must pay the Daily Hangar Fee, and all rent(s) for the holdover tenancy will be adjusted to reflect the rate shown in the Rent and Fee Schedule adopted by County's 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 notice requirements of section 56 notwithstanding, the holdover tenancy may be terminated by either party for any reason or no reason by giving 30 calendar 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** Lessee is permitted to use the Hangar only for non-commercial storage of the Aircraft described in this Agreement and for other non-commercial purposes as described in this Agreement. All uses, stored items, and activities must comply with all applicable federal, state, and local laws, including, but not limited to, airport rules and regulations, state and local building, safety, and fire codes, and the FAA Final Policy on Non-Aeronautical Use of Hangars, Docket Number FAA 2014-0463 of the Federal Register, dated June 15, 2016, as amended. . Non-aeronautical items may be stored in the Hangar, provided the items do not interfere with the aeronautical use of the Hangar. No storage is allowed outside of the Hangar. Failure to comply with this section will constitute a default.

5. **COMMERCIAL ACTIVITY** Lessee may not conduct any commercial activity on or near the Premises, regardless of whether Lessee or any other occupant of the Premises 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 flying clubs registered with 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; a single corporation or company 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 Federal Aviation Administration (FAA) Certificate of Aircraft Registration. 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 County. If the Aircraft is registered with the FAA as being owned by a partnership, company, non-profit flying club registered with County, or other association, including a trust, Lessee must provide to County documentation showing that Lessee is a partner, officer, member, or trustee of the partnership, company, association, flying 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.

If the Aircraft is an Aircraft Under Construction, as defined in Section 9 of this Agreement, and not registered with the FAA, ownership of the Aircraft must be shown by providing a legal bill of sale or similar type County approved document naming the Lessee as owner and must include the Aircraft make and model being constructed.

The provisions of this section regarding Aircraft ownership and documentation, but not those regarding Hangar ownership and documentation, also apply to a sublessee, if any, occupying the Hangar under a sublease approved in accordance with this Agreement. Ownership of the Aircraft and Hangar must be demonstrated to the satisfaction of County at or before each of the following events: (a) execution of this Agreement, (b) replacement of the Aircraft, (c) any change in ownership of the Aircraft or Hangar, (d) County approval of any sublease, and (e) a request by County. Any documentation showing ownership as required by this section must show, in addition to Lessee, every other owner of the Aircraft and every other owner of the Hangar.

7. **REPLACEMENT, DISPOSAL, TRANSFER OR SALE OF AIRCRAFT** Before replacing the Aircraft with another aircraft, whether by sale, transfer, or other disposal of the Aircraft, Lessee must obtain County's written approval, which will not be unreasonably withheld.

To obtain approval, Lessee must provide to County written notice of the sale, transfer, or disposal of the Aircraft within thirty (30) calendar days of the transaction or once the Aircraft is no longer being stored in the Hangar, whichever occurs first. The replacement aircraft's make, model, and FAA registration number, or bill of sale if replacement Aircraft is considered an Aircraft Under Construction, and the ownership, insurance, and airworthiness documentation required elsewhere in this Agreement, must be provided to County prior to storing the replacement aircraft in the Hangar.

In the event of sale, transfer, or disposal, of the Aircraft, the Aircraft must be replaced with an approved aircraft within six months of the date that the Aircraft is no longer stored in Hangar. County may provide an extension of time beyond six months if requested, to assist the Lessee in finding a replacement aircraft, if Lessee has demonstrated a need for a longer period. Any request for extension will be considered by the Director of Airports (Director), will include a Hangar inspection prior to making a final determination, and will not be unreasonably denied.

Upon such aircraft replacement, this Agreement must be amended to reflect the replacement aircraft as the new Aircraft before the replacement aircraft may be stored in the Hangar. Replacement of the Aircraft will not constitute an assignment prohibited by this Agreement. No other aircraft is authorized to be stored on the Premises without prior approval from County. The Hangar should be kept clear for the storage of active aircraft that have been included and approved in this Agreement. Storage of unapproved aircraft or storage of non-aeronautical items that interfere with the storage of approved active aircraft will constitute a default.

8. **AIRWORTHINESS** Except where the Aircraft is an Aircraft Under Construction (defined in section 9 below), the Aircraft must be considered active or airworthy as defined or referenced by the FAA. County may, at any time, require Lessee to demonstrate that the Aircraft is considered active or airworthy. Lessee must produce the required documentation within 30 calendar days of the date that County requests such demonstration.
9. **AIRCRAFT UNDER CONSTRUCTION** A non-airworthy or inactive aircraft in the process of being built (including, but not limited to, the non-commercial construction of amateur-built or kit-built aircraft), or an aircraft 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 up to two years. The County may provide an extension of time beyond two years if requested and if Lessee has demonstrated a need for a longer period of time. Any request for extension beyond the two years will be considered by the Director, will include a Hangar inspection prior to making a final determination, and will not be unreasonably denied.

Before storing any Aircraft Under Construction, Lessee must first obtain County's written consent, which may be conditioned on Lessee making progress toward the aircraft becoming active or airworthy. County may require progress benchmarks at

any stage to help ensure that the construction project proceeds towards completion in a reasonable time. County may consider more than one request by Lessee for Aircraft Under Construction for a given Hangar. Any request to store more than one Aircraft Under Construction in a single Hangar will be considered by the Director, will include a Hangar inspection prior to making a final determination, and will not be unreasonably denied. Proof of ownership will be required for all Aircraft Under Construction requests.

10. **MOTOR VEHICLE PARKING, OPERATION, AND STORAGE** The parking of any Motor Vehicle (as defined below) within the Airport Operations Area (AOA) is permitted in designated locations only. Lessee's access to those locations is contingent upon compliance with the Airport rules and regulations, the Airport Security Plan (ASP), this Agreement, and relevant insurance requirements. Motor Vehicles may not be parked in any area of the AOA not designated for parking, or in any manner that may interfere with aircraft operations or otherwise pose a hazard to life or property.

Motor Vehicles authorized inside the AOA may be driven only by a licensed driver who has provided appropriate proof of insurance to County and has completed the required Driver Training test for Ventura County airports.

Lessee may store in the Hangar, in addition to the Aircraft, one golf cart and one other Motor Vehicle (defined below), and, if the Hangar's interior floor space exceeds 1,500 square feet, one golf cart and up to two other Motor Vehicles, if each Motor Vehicle is registered to Lessee or sublessee, if any, and if done in compliance with the FAA Policy on Non-Aeronautical Use of Hangars, Docket Number FAA 2014-0463 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" includes a golf cart and does not include any boat, personal watercraft, or "recreational vehicle" as that term is defined by Health and Safety Code section 18010. Boats, personal watercraft, and recreational vehicles are prohibited in the AOA and on the Premises.

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 store the Motor Vehicle in compliance with the FAA Policy on Non-Aeronautical Use of Hangars, Docket Number FAA 2014-0463 of the Federal Register, dated June 15, 2016, as amended, failure to remove any stored Motor Vehicle upon request, storage of any vehicle not authorized by this Agreement, or parking or operation of any Motor Vehicle inside the AOA in a manner 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 are subject to all laws, rules, regulations, and terms of this Agreement, in the same manner and to the same extent as Lessee and the Aircraft. The Additional Stored Aircraft is subject to the ownership and documentation requirements of section 6 of this Agreement. Before any Additional Stored Aircraft may be stored in the Hangar, this Agreement must be amended to reflect the addition of that Additional Stored Aircraft. Conditions may arise where it may be necessary for 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 as required above 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 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 rest rooms, roadways, and other public places and public facilities provided by County on the Airport.
14. **RENT** Lessee agrees to pay, as consideration, the monthly rent, in advance, within 15 calendar 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 from time to time.
15. **FAILURE TO PAY WHEN DUE** Failure to pay rent monthly, in advance, will constitute a default of this Agreement.

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 15 calendar 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 costs 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 30 calendar 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. If no Hangar exists on the Premises on the effective date of this Agreement, Lessee may construct a Hangar as an improvement on the Premises (New Hangar), provided the construction, use, and maintenance of the Hangar so constructed is first approved by County and complies with all terms of this Agreement.

- 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 Minimum Development Standards, the Ventura County Building Code, and all other applicable federal, state, and

local codes, regulations, and laws, as may be amended from time to time.

- c) Any alterations or improvements, including permits, permit fees, utilities, easements, etc. will be at Lessee's sole cost. Lessee may not allow, permit, or otherwise incur a lien of any sort or kind against the Premises, and doing so constitutes a default. Lessee must, within 30 calendar days of County's demand for same, reimburse to the County any costs incurred by County to remove or satisfy such a lien. County's demand for reimbursement will constitute the notice to remedy a default required by section 38 of this Agreement, and Lessee's failure to reimburse County within 30 calendar days of such demand is grounds for termination of this Agreement without further notice.
 - d) At the termination of this Agreement, any New Hangar becomes a part of the Premises; all rights, title, and interest in the New Hangar vest in the County; and the New Hangar may not be removed or transferred at the termination of this Agreement except where County has given prior written approval of such removal or transfer. Where County has approved or requested removal of the New Hangar, Lessee must, upon termination of this Agreement, remove the New Hangar at Lessee's sole cost.
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 (including, but not limited to, its assigns, sublessees, and purchasers) 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, the following types of insurance:
- a) **New Hangar** If the Hangar is a New Hangar (as defined elsewhere in this Agreement), a policy covering damage to the Hangar, in an amount at least equal to the replacement cost of the Hangar
 - b) **Airworthy Aircraft** Aviation General Liability (AGL) policy covering AGL on an "occurrence" basis, including airport premises liability, products and completed operations, property damage, and bodily injury, with limits no less than \$1,000,000 per occurrence.
 - c) **Non-Airworthy Aircraft, Aircraft under Construction, and Aircraft with Expired FAA Registration** AGL policy covering Ground Only Liability on an "occurrence" basis, including airport premises liability, products and

operations, property damage, and 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 and must be provided to County.

- d) All insurance required will be primary coverage with respect to County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- e) County must be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. County (as the County of Ventura) must be named as an additional insured on the AGL policies for any work done by Lessee under the terms of this Agreement.
- f) Policies may not be canceled, non-renewed, or reduced in scope of coverage until after 30 calendar days' written notice has been given to County. Each policy must include this provision.
- g) 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 County and the Department of Airports as additional insureds and include use of premises incidental to use of aircraft.
 - 3. Failure to provide these documents within 30 days upon request or change of insurance may constitute grounds for immediate termination of this Agreement. County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
- h) **Use of County Property and Hangar** Lessee may not, by Lessee's own or Lessee's agent's actions, cause any increase in County's insurance rates or damage to 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.
- i) **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 of competent jurisdiction 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, and except as otherwise provided by the Rent and Fee Schedule, County will pay fees for water, sewer, and electricity for hangar ground lease agreements that are associated with County-owned meters or agreements for these services. 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.

It is expressly understood by Lessee that County makes no guarantee regarding the presence or future availability of any utility, water, or other amenity not in place at the commencement of this Agreement. Extension of all utilities not already provided to the Premises, including but not limited to, water, sewer, or electrical service, will be the sole responsibility of the Lessee and at Lessee's sole cost. Lessee must obtain County's written approval before having any such service or utility installed on Premises.

22. **TRASH AND RUBBISH SERVICES** Subject to reimbursement from Lessee, and except as otherwise provided by the Rent and Fee Schedule, Lessee may use Department of Airports provided dumpsters located nearest the Premises 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 are 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. **OPERATIONS AND COOPERATION BETWEEN TENANTS** Lessee must conduct its operations in an orderly and proper manner, 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. Lessee is responsible for the conduct, demeanor, and appearance of its employees, contractors, agents, guests, invitees, and those persons doing business with Lessee.

Any difference or conflict that may arise between Lessee and other users or tenants will be adjusted and determined by the Director in the Director's sole

discretion, and such adjustment and determination will be final and not subject to appeal. Lessee must immediately after such adjustment and determination take reasonable steps to comply with such adjustment and determination, and failure to do so will constitute a default. 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 County on that account.

24. **CONDITION OF PREMISES** Lessee has examined and knows the condition of the Premises, has received the same "as is," and acknowledges that no representations as to the condition of the Premises have been made by County prior to or at the execution of this Agreement.

25. **REPAIR AND MAINTENANCE OF PREMISES** Lessee must keep the Premises and its improvements in a clean and healthful condition according to all applicable governmental statutes, rules, ordinances, regulations, and the Airport rules and regulations, and in accordance with any direction of duly authorized public officers during the term of the Agreement, all at Lessee's sole cost. Lessee must keep the Premises free of grease, oil, rags, paper, and other debris. Lessee must also keep the area within ten (10) feet immediately in front of and surrounding the Hangar clear of weeds, trash, and other debris.

Lessee must maintain the Hangar in good condition, and must make, at Lessee's own cost, all repairs and replacements necessary to that end, including, but not limited to, maintenance and replacement of the roof, siding, door, and utility infrastructure. Lessee must paint the exterior of the Hangar, as needed and reasonably directed by County, with specifications and color to be approved in writing by County.

County will be the sole judge of the quality of the maintenance and, upon written notice by County to Lessee, Lessee must perform whatever maintenance County deems reasonable or necessary. If said maintenance is not begun by Lessee within 30 calendar days of such notice or completed within the time prescribed in such notice, County has the right to enter upon the Premises and perform the necessary maintenance at Lessee's sole cost, and such costs will be billed to Lessee, who must make payment in full within 30 calendar days of said billing. Failure to begin maintenance within 30 calendar days of notice to perform maintenance, failure to complete maintenance within the time prescribed in such notice, and failure to pay the billed costs for such maintenance within 30 calendar days of such billing will each constitute a default.

26. **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.

27. **COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES** Lessee agrees

to abide by all applicable statutes, ordinances, orders, laws, rules, regulations, minimum development standards, and 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 2014-0463 of the Federal Register, dated June 15, 2016, or the current version thereof, which may be amended from time to time.

28. **INTERFERENCE** Lessee may not exercise any right under this Agreement in any manner that would interfere with the departure or arrival of aircraft.
29. **AIRPORT SECURITY AND ACCESS** Lessee acknowledges that security of the Airport is of primary importance. Lessee is responsible for ensuring that access to the AOA is restricted to invitees under the control and direction of Lessee, and Lessee must ensure that all gates and access ways (paved or otherwise) remain closed to the general public.

Lessee acknowledges and agrees that security of Lessee's personal property is solely the responsibility of Lessee and will ensure that adequate insurance, protective measures, or both are taken to protect Lessee's property from destruction, damage, theft, or other casualty. It is agreed and understood that the County assumes no liability or responsibility for the security of Lessee's property.

The County is under no obligation to provide security to the Premises. If at any time during the term of this Agreement, additional security requirements are imposed on the Ventura County Airports by any federal, state, or local agency, or if new security requirements are required so as to ensure the safety and well-being of all Airport users, Lessee must comply with such additional security requirements, at Lessee's sole cost, upon written notice of such requirements by County. If County is fined or penalized by the FAA or Transportation Security Administration (TSA) for a security violation caused by Lessee, Lessee must immediately reimburse the County upon written notice of same.

Lessee must comply with, and is responsible for ensuring that Lessee's employees, contractors, 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 to others and provide alternative means to gain access to the Premises.

30. **LESSEE MAINTENANCE OF AIRCRAFT AND USE OF SERVICES** Self-maintenance activities are limited to those items listed in Code of Federal Regulations, Part 43, Appendix A, Sub-Part C (Preventive Maintenance) unless Aircraft is approved in this Agreement as an Aircraft Under Construction. Said work must be performed only by the named owner of the Aircraft or the owner's employees, and only in areas designated for that purpose by the County. Only the Aircraft approved in this Agreement may be maintained or repaired in the Hangar.

If Lessee desires to engage or use the services of another person or service provider in connection with any aircraft work or repair, other than repair facilities established at the Airport or a service provider permitted by County to perform aeronautical services at the Camarillo or Oxnard Airports, Lessee must give written notice of such intention to 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, be in full compliance with applicable FAA certification requirements, and be approved by County prior to performing maintenance on the Aircraft. This section does not limit the Aircraft owner's authority to perform work on the Aircraft (as permitted by FAA Regulations) in the Hangar or areas on the Airport approved by County, nor does it limit the rights extended to mobile mechanics, technicians, and other service providers permitted by County for such activity. Lessee's use of an aviation service provider not in compliance with this Agreement, Airport rules and regulations, Airport Minimum Standards, the Airport Rent and Fee Schedule, or any of these, will constitute a default.

31. **NO SMOKING PROVISIONS** Under the 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 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.
32. **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 with jurisdiction over the Premises or by County, Lessee agrees to make any and all corrections in the manner required by the fire department or County within 30 calendar days after receipt of such notice.
33. **HAZARDOUS MATERIALS AND HAZARDOUS WORK** Hazardous materials stored in the Hangar must be stored in state Department of Transportation approved containers and disposed of according to hazardous waste

requirements, as required by law. The total volume of the stored hazardous materials may not exceed five U.S. 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 are not certified as "UL Listed" by UL, LLC or its successor is strictly prohibited. These precluded activities may be performed solely in a location assigned for such purpose by 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 state and local laws, ordinances, regulations, and fire prevention codes.

34. **CONTAMINATION AND POLLUTION** Lessee, solely at Lessee's own cost, 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 Lessee will be borne entirely by Lessee.
35. **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.
36. **ASSIGNMENT** The interest conveyed by this Agreement may not be assigned or transferred in whole, except upon sale or transfer 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 or transfer of the Hangar and to Aircraft and Hangar ownership. Any attempt to assign or transfer the interest conveyed by this Agreement without compliance with this section is void and will constitute a default.
37. **SUBLETTING** The interest conveyed by this Agreement may not be transferred in part, sublet, assigned in part, or otherwise encumbered in part, 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 or transfer of the Hangar and to 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 in part, assign in part, or sublet this Agreement without compliance with this section is void and will constitute a default.

38. **DOCUMENT PROCESSING FEE** As required by the Rent and Fee Schedule, Lessee must pay a Document Processing Fee for the drafting or processing of Lessee-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.
39. **DEFAULT OR BREACH**
- a) **THIRTY-DAY NOTICE TO CURE:** Except as otherwise provided, if 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 after such notice is deemed given according to this Agreement, the party giving notice may, at its option, terminate this Agreement immediately upon written notice pursuant to section 57.
- b) **NON-CURABLE DEFAULTS:** Notwithstanding paragraph (a), the parties acknowledge that because the Premises is part of an airport, severe, dangerous circumstances could occur that would warrant County proceeding with terminating the lease upon notice under Code of Civil Procedure section 1161(3) or (4) (relating to non-curable breaches) instead of the 30-day notice specified in paragraph (a). Specifically, termination upon notice under Code of Civil Procedure section 1161(3) or (4) may occur in any of the following circumstances:
- i) When the breach or default cannot be cured by Lessee after notice;
 - ii) When Lessee uses the Airport for an unlawful purpose;
 - iii) When Lessee commits, maintains, or allows the commission or maintenance of a nuisance (as defined in Civil Code section 3479 et seq.) on the Airport; or
 - iv) When the breach or default causes a serious risk to the safety or security of persons or property at the Airport, including, without limitation, a deliberate act of violence; criminal activity that jeopardizes the Airport or people or property thereon; willful disobedience of published rules and regulations; or willful disobedience of lawful instructions of Department of Airports staff relating to aircraft operations or an immediate safety or security need at the Airport.

In these circumstances, maintaining the lease for an additional 30 calendar days would result in danger to the public, other tenants, or the Airport. The parties do not intend *de minimis* breaches or trivial defaults to warrant termination upon notice under Code of Civil Procedure section 1161(3) or (4).

- c) **GENERAL:** The enumeration in this Agreement of various grounds for default does not mean that such enumerated grounds are the only grounds for default under this Agreement. The parties do not intend to limit any other rights either party may have under Code of Civil Procedure section 1161. 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.

40. **MEDIATION**

- a) Except as provided in subdivision e), County and Lessee agree to submit to non-binding mediation any dispute arising out of a claim by a party that the other party has breached one or more sections of this Agreement.
- b) A party must provide notice of a written request for mediation to the other party within 14 calendar days of the date on which notice of a breach or default is deemed given under this Agreement. Failure to provide notice of a written request for mediation as required by this section thereby waives any right to request mediation.
- c) Upon a party's request for mediation, the parties must select a mediator. Neither party may unreasonably withhold its consent to the selection of a mediator. If the parties are unable to agree upon a mediator, each party must designate a person to select a mediator, and the parties' designated persons must then select a mediator. The parties must select a mediator within 14 calendar days after notice of a request for mediation was received. Mediation fees, if any, must be divided equally among the parties.
- d) Upon expiration of any applicable 30-day notice to cure, a party may file a court or administrative complaint, but any pending court or administrative action will be stayed, and the applicable statute of limitations will be tolled, until the earlier of either: (i) completion of the mediation; or (ii) 75 calendar days after the date on which notice of a breach or default was deemed given, which may be extended by mutual agreement of the parties.
- e) The following matters are excluded from mediation:
 - i) An unlawful detainer action alleging a default described in section 39(b) of this Agreement or nonpayment of rent;
 - ii) Any dispute related to permitted uses of the hangar arising out of section 4 of this Agreement;
 - iii) Any dispute related to hazardous materials and hazardous work, arising out of section 33 of this Agreement;
 - iv) The filing or enforcement of a mechanic's lien or other lien against Lessee's personal property;

- v) An action by County to remove a lien on the Premises;
- vi) Any matter within the jurisdiction of a probate, small claims, or bankruptcy court;
- vii) An action to obtain an order of attachment, receivership, injunction, or other provisional remedy; and
- viii) Any dispute related to an emergency, violent act, or criminal activity that jeopardizes the Airport, people, or property thereon, including, but not limited to, a restraining order.

41. **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 cost, remove all aircraft from the Premises. If the termination was for any reason other than the expiration of the term of this Agreement, 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 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 days of their removal from the Premises. If, after such time, all aircraft are not removed from the Airport, 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 cost, 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 days after the termination, title to any remaining personal property will vest in County as provided by law. 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 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, except that no New Hangar may be removed or transferred except as authorized in writing by County, as provided elsewhere in this Agreement.

- e) If the termination was for any reason other than the expiration of the term of this Agreement, if the Hangar is not a New Hangar, and if the Hangar is not otherwise transferred, Lessee must, at its own cost, 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 as provided by law, and County may remove, destroy, or otherwise dispose of the Hangar at Lessee's cost. 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 the Hangar is subject to removal or transfer under this Agreement, and if Lessee elects to sell or transfer the Hangar in place, Lessee must, before consummating the sale or transfer, advise the prospective purchaser or transferee 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 or transfer, appear before County together with the prospective buyer or transferee to assure County that the prospective buyer or transferee 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. Lessee's failure to comply with this subsection may result in the buyer's 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 or transfer the Hangar, County may conduct an inspection to verify that all improvements made to the Hangar by Lessee comply with all applicable building codes. Any improvement's failure to so comply may result in County not approving the transfer.
42. **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, Aircraft, and personal property and satisfy its lien in accordance with sections 1208.61 through 1208.70, inclusive, of the Code of Civil Procedure and other applicable law, and have and recover all costs in connection with the repossession of, said Hangar, Aircraft, or personal property and assertion of the lien.
43. **WAIVER AND NONWAIVERS** The failure of County to (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.

44. **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.
45. **TIME** Time is of the essence of this Agreement.
46. **HOLD HARMLESS AND 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 County, 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 of competent jurisdiction 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.
47. **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 cost, remove all improvements and personal property from the Premises and surrender the Premises free of same to County within 90 days of such destruction or

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

48. **FEDERAL AUTHORITY** 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. All provisions of this Agreement are subordinate to the provisions and requirements of any existing or future agreement between the County and the United States of America relating 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.
49. **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 Lessee will belong to Lessee, and those payments attributable to the reversionary interest of County will belong to County.
50. **REMOVAL OF AIRCRAFT** In the event that any aircraft occupying the Hangar is in violation of the Airports Ordinance Code (Ventura County Ordinance Code section 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 48 hours of the time and date of such written notice. An aircraft not timely removed from the Hangar 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 of moving the aircraft must be paid by Lessee. Once moved to another location on the Airport, the aircraft owner must remove the aircraft from the Airport within three days of its removal from the Hangar. If, after such time, the aircraft is not removed from the Airport, County may commence lien sale proceedings as provided by law.
51. **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.

52. **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 the Director, the Director's designee, or other authorized representative on behalf of County.
53. **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.
54. **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.
55. **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.
56. **HEADINGS** Section and subsection headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.
57. **NOTICES AND PAYMENTS**
- a) All notices required or permitted by this Agreement or applicable law must be in writing and may be delivered in person (by hand or by courier); sent by United States Postal Service first class, certified, registered, or express mail, with postage prepaid; or sent by e-mail, and will be deemed sufficiently given if served in a manner specified in this section. Such notice to 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. A notice of default or breach must be given in writing by e-mail, by certified mail, and by notice posted on the Hangar's door. Either party may by written notice to the other specify a different address for notice. Such notice to Lessee may be issued by the Director, the Director's designee, the Director's successor, or other person at County's sole discretion.
- b) Any notice sent by registered or certified mail, return receipt requested, is

deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark on the receipt card. If sent by regular mail the notice is deemed given five business days after the notice is addressed as required by this Agreement and mailed with postage prepaid. A notice sent by express mail or overnight courier that guarantees next-day delivery is deemed given 24 hours after delivery of the notice to the United States Postal Service or courier. A notice delivered by hand or sent by e-mail is deemed given when sent. A notice sent by more than one method is deemed given at the earliest time provided for any of the methods used. If, under this section, notice is deemed given on a Saturday, Sunday, or legal holiday, then notice is deemed given on the next business day.

- c) All payments required by this Agreement may be given by enclosing the same in a sealed envelope addressed to County at the address required by this section for notices and by depositing such envelope, with postage prepaid, with any United States Post Office facility.

Lessee warrants that the information provided in the spaces in section 1 of this Agreement is true and correct. 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