

**PRIVATE HANGAR SUBLEASE AGREEMENT**

1. **PARTIES.** This sublease agreement (Sublease) is made and entered into in the County of Ventura, effective on the Lease Date, by and between \_\_\_\_\_ (Subtenant) and \_\_\_\_\_ (Sublessor). In consideration of the mutual covenants in this Sublease, Subtenant and Sublessor agree as follows.

2. **BASIC SUBLEASE PROVISIONS.** The following words and phrases, when capitalized and used in this Sublease, have the following meanings and constitute material terms of this Sublease:

2.1. **Lease Date** (not effective until Master Lessee/ County's written consent is obtained per Section 37 of Private Hangar Ground Lease, attached hereto and made a part hereof): \_\_\_\_\_

2.2. **Sublessor's Address:** \_\_\_\_\_

**Email & Phone:**

2.3. **Subtenant's Address:** \_\_\_\_\_

**Email & Phone:**

2.4. **Subleased Premises:** \_\_\_\_\_

2.5. **Term:** \_\_\_\_\_

2.6. **Rent:** \_\_\_\_\_

2.7. **Security Deposit:** \_\_\_\_\_

2.8. **Aircraft:** \_\_\_\_\_ **Registration:** \_\_\_\_\_

3. **SUBLEASE**

3.1. **Purpose and Use.** Sublessor leases to Subtenant and Subtenant leases from Sublessor, for the Term, at the Rent, and upon all conditions of this Sublease, the Subleased Premises, for the sole purpose of non-commercial storage of the Aircraft in compliance with FAA Policy on Non-Aeronautical Use of Hangars, Docket #FAA-2014-0463 of the Federal Register, dated June 15, 2016. Other personal property may be stored, provided the personal property does not interfere with the aeronautical use of the Subleased Premises. No storage is allowed outside the hangar. Subtenant shall abide by all airport Rules, Regulations, Minimum Standards now in effect or hereafter adopted. Boats, RVs, Trailers are expressly prohibited, and operation of a business out of the hangar is prohibited.

**3.2. Subleased Premises.** The Subleased Premises are a portion of the interior of Sublessor's hangar but do not include the roof, doors, structural elements, or exterior walls of Sublessor's hangar. Subtenant may not make any alteration to Sublessor's hangar without Sublessor's prior written approval.

**3.3. Aircraft Ownership.** The Aircraft described in this Sublease must be owned by Subtenant or as otherwise allowed by the Ownership of Aircraft provisions of the Ground Lease.

Ownership of the Aircraft must be demonstrated to the satisfaction of County at or before each of the following events: (a) execution of this Sublease, (b) replacement of the Aircraft, (c) any change in ownership of the Aircraft or Sublessor's hangar, and (d) a request by County. Any documentation showing ownership as required by this section must show, in addition to Subtenant, every other owner of the Aircraft.

**3.4. Private Hangar Ground Lease.** This Sublease is for a portion of the premises occupied by Sublessor under a ground lease (Private Hangar Ground Lease) between Sublessor and the County of Ventura (County/Master Lessee). A copy of the Private Hangar Ground Lease, including all amendments and addenda thereto in effect on or prior to the effective date of this Sublease, is attached as Exhibit A to this Sublease and incorporated herein by this reference. Subtenant and Sublessor agree that this Sublease, and all rights, duties, and obligations of the parties under this Sublease, are, and at all times will remain, subject and subordinate to the Private Hangar Lease and to all amendments, extensions, renewals, and addenda to the Private Hangar Ground Lease. Subtenant acknowledges that Subtenant has read the Private Hangar Ground Lease and is familiar with its contents. Subtenant agrees that, in addition to Subtenant's compliance with all terms and conditions of this Sublease, Subtenant will abide by and comply with all terms and conditions of the Private Hangar Ground Lease.

#### **4. TERM.**

**4.1 Term.** The Term of this Sublease begins and ends on the dates specified in the Basic Sublease Provisions unless terminated earlier under any provision of this Sublease. Sublessee shall notify County when a sublease is terminated.

**4.2 Holdover.** If Subtenant holds possession of the Subleased Premises after the expiration of the term of this Sublease or any extension thereof, with consent of Sublessor, either expressed or implied, Subtenant will become a tenant from month to month. The holdover tenancy may be terminated by either party for any reason or no reason by giving 30 calendar days' prior written notice to the other party. All other terms and conditions of this Sublease will remain unchanged during the holdover tenancy.

**5. RENT.** Subtenant agrees to pay, as consideration, and throughout the Term, the Rent described in the Basic Sublease Provisions.

- 6. SECURITY DEPOSIT.** Upon execution of this Sublease, Subtenant must post a Security Deposit in the amount specified in the Basic Sublease Provisions, as security to ensure Subtenant's conformance with the terms of this Sublease.

Sublessor may use all or any portion of the Security Deposit unconditionally for correcting any default or breach of this Sublease by Subtenant or Subtenant's successors or assigns, or for payment of costs incurred by Sublessor as a result of the failure of Subtenant or Subtenant's successors or assigns to faithfully perform all the terms, covenants, and conditions of this Sublease. If Sublessor so uses all or any portion of the Security Deposit, Subtenant must, within 10 days after written demand therefor, deposit cash with Sublessor in an amount sufficient to restore the Security Deposit to the full amount then required of Subtenant.

The Security Deposit will be rebated, reassigned, released, or endorsed to Subtenant or order, as applicable, at the end of the Term, provided Subtenant is not then in default and has performed all obligations required to be performed upon termination.

- 7. ASSIGNMENT AND SUBLETTING.** The interest conveyed by this Sublease may not be assigned, transferred, sublet, or otherwise encumbered, in whole or in part, and any attempt to do so is void.

- 8. ENTIRE AGREEMENT.** This Sublease contains the entire agreement between the parties hereto, and no obligation other than those set forth in this Sublease will be recognized. This Sublease 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 Sublease, that precede the effective date of this Sublease.

- 9. SUBLEASE MODIFICATION.** This Sublease may be altered or modified only in a writing signed by the parties hereto and by consent of the County. In addition to the termination provisions elsewhere in this Sublease, this Sublease may be terminated in a writing signed by the parties hereto and notice of termination shall be provided to County.

- 10. PARTIAL INVALIDITY.** If any term, covenant, condition, or provision of this Sublease 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.

- 11. HEADINGS.** Section and subsection headings in this Sublease are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Sublease.

- 12. NOTICES AND PAYMENTS.** All notices and payments required or permitted by this Sublease or applicable law must be in writing and addressed to Sublessor's Address or Subtenant's Address, as applicable and as described in the Basic Sublease Terms.

SUBTENANT

SUBLESSOR

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**CONSENT TO SUBLEASE BY MASTER LESSEE/ COUNTY:**

Subject to any additional conditions noted below, County/Master Lessee consent to the sublease:

**COUNTY OF VENTURA  
DEPARTMENT OF AIRPORTS**

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

**EXHIBIT "A" – PRIVATE HANGAR GROUND LEASE**