

**CAMERON PARK AIRPORT DISTRICT  
COMMERCIAL HANGAR RENTAL AGREEMENT  
For Hangar# 8 Between  
Foothill Sport Aviation LLC and Cameron Park Airport District**

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**TERMS AND CONDITIONS**

1. **THIS AGREEMENT.** Entered into by and between Cameron Park Airport District (CPAD), an "Airport District" of the State of California. Hereinafter referred to as "District", and **Foothill Sport Aviation LLC**, doing business as Foothill Flight Center, hereinafter referred to as "Lessee".
2. **DESCRIPTION OF RENTAL:** District hereby rents to Lessee Hangar #8, for the purpose of storing therein, the designated aircraft below and operation of the commercial business described below.
3. **PRECEDENCE:** This agreement, once executed, supersedes the Hangar Rental Agreement, dated December 12, 2018, between Foothill Sport Aviation LLC and the District, in its entirety.
4. **DESIGNATED AIRCRAFT:** Aircraft stored in the hangar shall be limited to aircraft used in the business and personal aircraft owned by the business owners listed above and listed in Appendix A. Lessee shall notify the Airport Manager in writing within thirty (30) days of changes to the aircraft listed in Appendix A.
5. **ALLOWABLE COMMERCIAL OPERATIONS/BUSINESS:** Only aviation related business that require access to the runway, and use of, and including operating aircraft, is permitted.
6. **LESSEE DESCRIPTION OF COMMERCIAL OPERATIONS/BUSINESS:** Foothill Sport Aviation Commercial Business Offers to the public:
  - 6.1. Ground and flight instruction for the Sport Pilot, Private Pilot and Flight Instructors Certificates, and Instrument and commercial pilot ratings.
  - 6.2. Additional instruction services: Flight Reviews, Familiarization with new aircraft and local flight procedures.
  - 6.3. Pilot-for-hire services: Aircraft ferry/re-positioning, Co-pilot for added safety or insurance requirements
7. Lessee shall notify the airport manager if there are significant changes to the above business description being contemplated or proposed. The airport manager shall determine

if a change to the lease is required to recognize the change or addition to the business operations.

## 8. CONTACT INFORMATION

### 8.1. Lessee Information

Foothill Sport Aviation LLC  
Doing Business As: Foothill Flight Center  
Physical Address: 3374 Mira Loma Dr, Cameron Park, CA 95682  
Phone Number(s): 530-303-8137

Primary Contact & Owner Name: Donald Bradley  
Phone Number(s): 530-558-9613  
Email Address: don@foothillflightcenter.com  
Mailing Address:

Primary Contact & Owner Name: Alexander Erdman  
Phone Number(s): 636-346-8330  
Email Address: alex@foothillflightcenter.com  
Mailing Address:

Primary Contact & Owner Name: Marc Houston  
Phone Number(s): 916-719-0724  
Email Address: marc@foothillflightcenter.com  
Mailing Address:

### 8.2. District Contact Information

Cameron Park Airport District  
Manager Name:  
Airport Office Physical  
and Mailing Address:  
Phone Number(s):  
Email Address:

Dominic Couches  
3374 Mira Loma Dr, Cameron Park, CA 95682  
Office 530-676-8318, Mobile 530-306-3238  
[manager@cameronparkairport.org](mailto:manager@cameronparkairport.org)

## 9. NOTIFICATIONS

9.1. Notification to the District and/or Airport Manager, must be by email or United States mail or by Lessee personally submitting said written notice to the Airport Office.

9.2. Notifications to the Lessee, must be by email or United States mail or by Lessee personally submitting said written notice to the Lessee/Business Owner.

10. CHANGES TO LESSEES'S BUSINESS OWNERSHIP: During the term of this Lease, any change to the Lessee's Business ownership, including, but not limited to creating or changing the form of ownership of the business on the lease requires notification to the District. Any change in the business as described in Article 6 shall cause notification required in Article 7.

11. **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 Airport as set forth in the Cameron Park Airport Rules and Regulations, and all future ordinances, resolutions and regulations of the District regarding the airport. Cameron Park Rules and Regulations are posted on the CPAD website.
12. **EXCLUSIVE SPACE:** This lease 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 assigned hangar space.
13. **APPLICATION/OWNERSHIP/AIRCRAFT INFORMATION:** If any information provided above changes, Lessee shall notify the Airport Manager in writing within thirty (30) days.
14. **PAYMENTS:** Occupancy of the assigned hangar space and payment of the monthly rate are on a calendar month basis. At least one-month advance rental will be paid upon initiation of this agreement. No Refunds shall be credited for termination during the calendar month. Payments will be due on the first day of the month and will be delinquent Ten (10) days thereafter. A late charge of 1 1/2%, (18% per annum) will be assessed per month on any delinquent amounts. Accounts more than Ten (10) days delinquent will be cause for hangar permit termination. Returned checks will be subject to a Twenty-Five Dollar (\$25.00) charge.
15. **LEASE TERM:** The term of this Lease Agreement is five (5) years, beginning retro actively on July 01, 2022 and ending midnight June 30, 2027.
16. **OPTION FOR ADDITIONAL FIVE-YEAR LEASE:** The lessee shall have first-right-of-refusal to negotiate with the District for an addition lease term.
17. **HANGAR LEASE PRICE SCHEDULE:** The rent per month by fiscal year (1-July to 30-June) is shown in Table 1 below. Prices shown are fixed.

*Table 1 – Monthly Hangar Lease Price Schedule*

Lease Year	Beginning	Ending	Monthly Lease Charge
1	1-Jul-2022	30-Jun-2023	\$ 1,288 one thousand two hundred eighty-seven
2	1-Jul-2023	30-Jun-2024	\$ 1,439 one thousand four hundred thirty-nine
3	1-Jul-2024	30-Jun-2025	\$ 1,742 one thousand seven hundred forty-two
4	1-Jul-2025	30-Jun-2026	\$ 1,856 one thousand eight hundred fifty-six
5	1-Jul-2026	30-Jun-2027	\$ 1,932 one thousand nine hundred thirty-two

18. **FIRST LEASE PAYMENT:** The difference between the hangar lease payments made or due since July 01, 2022 in the previous agreement in Article 3 - PRECEDENCE, and the hangar lease price in this agreement, shall be due with the initial payment on this agreement. Table 2 shows first payment amount, in the far-right column, vs. the month after this

agreement is executed. Table 2 assumes the prior agreement payments have been made. If not, outstanding prior agreement payments are added to the first payment amount shown for the month after this agreement.

Table 2 - First Payment Schedule

Month	Previous Rent Payment	Previous Cumulative Rent Payments	New Rent Payment	Retro Active Payment	Cumulative Retro Active Catchup Payment	Cumulative New Rent Payments	Cumulative Payment minus Prior Payments
Jul-2022	\$ 900	\$ 900	\$ 1,288	\$ 388	\$ 388	\$ 1,288	\$ 388
Aug-2022	\$ 900	\$ 1,800	\$ 1,288	\$ 388	\$ 776	\$ 2,576	\$ 776
Sep-2022	\$ 900	\$ 2,700	\$ 1,288	\$ 388	\$ 1,164	\$ 3,864	\$ 1,164
Oct-2022	\$ 900	\$ 3,600	\$ 1,288	\$ 388	\$ 1,552	\$ 5,152	\$ 1,552
Nov-2022	\$ 900	\$ 4,500	\$ 1,288	\$ 388	\$ 1,939	\$ 6,439	\$ 1,939
Dec-2022	\$ 900	\$ 5,400	\$ 1,288	\$ 388	\$ 2,327	\$ 7,727	\$ 2,327

19. USE OF SPACE: The assigned hangar space will be used for aircraft storage only and items associated with the business described in Article 6. In addition, the conditions listed below apply,

19.1. No refueling will be conducted within the assigned hangar space.

19.2. Aircraft maintenance may only be performed on aircraft owned and/or operated by the lessee.

19.3. Parking of owner/operator private vehicles within the assigned hangar space is permitted.

19.4. No parking on unimproved surfaces, taxiways or other parking that jeopardizes airport operational safety is permitted.

19.5. Lessee shall confine activities to the permitted premises only excepting reasonable ingress and egress.

20. MAINTENANCE: Lessee shall care for the rented premises and the approaches to and appurtenances of the rented premises, and maintain them in the same order and condition in which received, ordinary wear and tear excepted.

20.1. District shall maintain structural integrity of the hangar and proper operation of doors.

20.2. Lessee agrees to maintain the Hangar in a clean and orderly condition at all times, and shall be responsible for clean-up and maintenance due to fuel or oil spills.

20.3. Tenant shall not permit any accumulation of oily rags, paper, rubbish, or other debris, nor overload electrical circuits, that could increase the risk for fire.

- 20.4. Lessee shall become familiar with and shall at all times abide by all of District's rules and regulations relating to use of the Hangar and the use of any of District's other facilities, whether promulgated before or after the execution of this Agreement.
- 21. UTILITIES AND SERVICES: District shall be responsible for the following utilities: electric, water and sewer.
- 22. TERMINATION UPON SALE OF PREMISES: Notwithstanding any other provisions of this Agreement, District may terminate this said agreement/permit upon sixty (60) days written notice to Lessee that the premises have been sold.
- 23. DESTRUCTION OR CONDEMNATION OF PREMISES: If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the hangar is substantially impaired, District, in its sole discretion may elect to repair the hangar or terminate the agreement/permit upon thirty (30) days written notice to the Lessee. If the Premises are condemned or cannot be repaired, this agreement will terminate upon twenty (20) days written notice by either party.
- 24. INSPECTION: Lessee has inspected the hangar and acknowledges that the hangar is in a reasonable and acceptable condition for their intended use, and the agreed payments are fair and reasonable. If the condition changes so that, in Lessee's opinion the rental value of the hangar is adversely affected, Lessee shall promptly provide reasonable notice to District.
- 25. CONDITION ON RETURN: Lessee shall return the Hangar to District in the same or better condition and without abandoned personal property remaining in or outside of the Hangar.
- 26. DEFAULTS: Lessee shall be in default of this Agreement if Lessee fails to fulfill any agreement obligation or term by which Lessee is bound. Subject to any governing provision of law to the contrary, if Lessee fails to cure any financial obligation within ten (10) days (or any other obligation within fourteen (14) days) after written notice of such default is provided by District to Lessee, District may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlords' rights to damages. In the alternative, District may elect to cure any default and the cost of such action shall be added to Lessee's financial obligations under this agreement. Lessee shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by District by reason of Lessee defaults. All sums of money or charges required to be paid by Lessee under this agreement shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.
- 27. INDEMNITY: Lessee will defend, indemnify, release, save and hold harmless the District 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 District 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. District shall not be responsible for damage or loss by fire, theft, storm, wind, vandalism, act of terrorism, or otherwise 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 District.

28. **INSURANCE:** Lessee shall procure and maintain during the term of this lease, in full force and effect, an insurance policy or policies, in a form and with a company acceptable to the District, for comprehensive general liability insurance (public liability and property damage).

28.1. With coverage not less than \$100,000.00 per person, \$1,000,000.00 per occurrence, and \$50,000.00 property damage covering liability arising out of Lessee's use of, occupancy or operations on or about the airport.

28.2. Such policy or policies shall name Cameron Park Airport District, its officers, agents and employees as additional insured,

28.3. and provide that such insurance will not be terminated, cancelled or materially changed without at least thirty (30) days prior notice in writing to District and shall be subject to approval as to coverage by District.

28.4. Lessee shall be responsible for all deductibles in said coverage and Lessees Indemnity and other obligations shall not be limited by the foregoing insurance requirements.

28.5. The parties hereto agree that District may, by Its Board of Directors, of which Lessee shall have been given written notice at least thirty (30) days in advance there of increase or otherwise amend or change the Insurance coverage requirement as set forth herein above.

28.6. Lessee shall provide insurance certificates for inclusion in Appendix B – Insurance Certificates.

28.7. The parties also agree that failure or refusal by Lessee to obtain or maintain such coverage as required herein shall constitute a material breach of this agreement and, in such event, District in its sole discretion, may terminate this agreement without liability to Lessee hereunder or elect to obtain like coverage and the cost for such coverage shall be paid by Lessee.

29. **ACCESS BY DISTRICT TO PREMISES:** Subject to Lessee's consent (which shall not be unreasonably withheld), District shall have the right to enter the Premises to make inspections, provide necessary services, or show the hangar to prospective renters. As provided by law, in the case of emergency, District may enter the Premises without Lessee's consent.

30. **TAXES:** That under this permit a possessory interest subject to property taxation may be created. 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 character so levied or charged.

31. **TERMINATION BY DISTRICT:** This Agreement may be terminated by the District for cause in the event of a default of this Agreement by the Lessee. The occurrence of any one or more of the following events shall constitute a default by Lessee, subjecting Lessee to termination

for cause. The District may terminate this agreement by providing thirty (30) days prior written notice to Lessee mailed to the address on this permit.

31.1. If Lessee has been delinquent in paying the monthly full monthly payment three (3) or more times; or,

31.2. The failure by Lessee to obtain and/or maintain the required levels of insurance and endorsements required of this Agreement, where such failure shall continue for a period of ten (10) days after written notice thereof from the District to Lessee.

31.3. Notwithstanding the foregoing notice requirement, Lessee understands and agrees that District may take action to immediate prohibit Lessee use of the Hangar until the required levels of insurance are obtained if the District, in its absolute discretion, believes such action is necessary in order to protect the public safety or welfare.

31.4. If there is a violation of any of the other terms and conditions contained herein, District, in its sole discretion, may, but need not give Lessee an opportunity to correct the violation. If this permit is terminated by District, District may refuse to grant similar hangar rental permits to Lessee in the future.

32. **TERMINATION BY THE LESSEE FOR CAUSE:** This Agreement may be terminated by the Lessee for cause in the event of a default of this Agreement by the District.

33. **LEASE EFFECTIVITY:** This lease is binding on the date of the last approval signature.

34. **SEVERABILITY:** If any portion of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions it construed, and enforced as so limited.

35. **ENTIRE AGREEMENT/AMENDMENT:** This Agreement/Permit contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement may be modified or amended in writing, if the writing is signed by the party's obligated or under the amendment.

CAMERON PARK AIRPORT DISTRICT



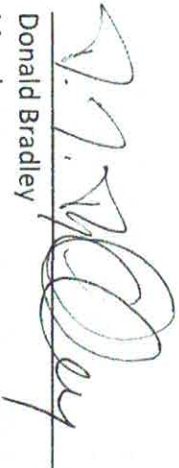
Dominic Couches

Airport Manager

Cameron Park Airport District

10/25/2022  
Date

I HAVE READ AND UNDERSTAND THE FOREGOING AND THE CONDITIONS AS STATED IN THIS PERMIT AND AGREE TO BE BOUND THEREBY.  
FOOTHILL SPORT AVIATION LLC

  
Donald Bradley  
Member

10/25/2022  
Date



**Appendix A**  
**List Of Aircraft Operating In and Out of Lessee's Hangar**

	Date Added	Date Removed	Make and Model	Registration Number
1	03/2021		1964 BEECH S35	N94BW
2	08/2022		2016 DAYTON A DABBS MAGNI M-16	N317KD
3	08/2022		1999 CESSNA 172S	N689SP
4	09/2022		2011 EVEKTOR - AEROTECHNIK A S SPORTSTAR MAX	N341CB
5	10/2022		1967 BEECH E95	N833L
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**Appendix B**  
**Insurance Certificates**