

CAMERON PARK AIRPORT



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Cameron Park, CA 95682
Sierra Nevada Foothills, Sacramento
A Unique Airport Community

3374 Mira Loma Drive, Cameron Park, CA 95682 — 530-676-8316 — manager@cameronparkairport.org

RENTED PREMISES AGREEMENT

Space # _____ Monthly Lease Rate \$ _____ Start Date: _____

LESSEE INFORMATION

Name _____

Address (P.O. Box and Physical) _____

Phone 1 _____ Phone 2 _____

Title/Ownership _____

Co-owner(s) _____ Name: _____

Address (P.O. Box and Physical) _____

Phone 1 _____ Phone 2 _____

Emergency Contact _____

Phone 1 _____ Phone 2 _____

AIRCRAFT INFORMATION

Registration# _____ Make _____ Model _____

Color _____ Year _____

TERMS AND CONDITIONS

THIS AGREEMENT. Entered into by and between Cameron Park Airport District, an "Airport District" of the State of California. Hereinafter referred to as "District", and _____ hereinafter referred to as "Lessee".

1. DESCRIPTION OF RENTAL. District hereby rents to Lessee the above designated aircraft rented premises for the purpose of storing therein, the above-designated aircraft and no other aircraft.
2. 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. The tenant acknowledges receipt of a copy of those rules and regulations.
3. 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 assigned rented space. Lessee's aircraft must be registered or leased in Lessee's name. In the event there is any change in the ownership of the listed aircraft, ownership of the entity that owns the listed aircraft, sale, assignment, or other modification to the aircraft ownership, then this rental agreement will not be renewed at the anniversary date, subject to the following exception:
 - a. If the listed aircraft is replaced with a different aircraft, and no other changes occur in the aircraft ownership composition, then such a change will not be considered to have violated this term. The purpose of this term is to preclude the use and occupancy of the aircraft hangar by someone who has not waited for his/her turn on the hangar or tie-down waiting list to the detriment of those who have waited.
 - b. If the listed aircraft ownership change is the direct result of the death or disability of the individual owner, the rental agreement may be renewed for up to one additional year to allow for the orderly disposition of the aircraft by the owner's successors in interest.
 - c. In the event an aircraft is co-owned by more than one person, or the entity owner is comprised of more than one member, partner or shareholder, then any transfer of more than one-third of the respective ownership interest shall be considered to be a transfer of the whole and the rental agreement will not be renewed. Transfers of one-third or less of the respective ownership interest in the aircraft shall not be considered to be a transfer of the whole aircraft. At least two-thirds of the owners on the lease at the beginning of the lease term must be owners at the end of the lease term in order to be eligible to renew the lease.
4. STATUS OF RENTED PREMISES UPON SALE OR LEASE OF AIRCRAFT: If a tenant intends to replace an airplane which is listed in this agreement, the tenant will have up to six months to acquire the replacement aircraft after the sale of the listed aircraft. The tenant must request in writing permission of the Airport Management to retain the rented premises occupancy after the sale of a listed aircraft within 30 days following such a sale. Additional extensions of time can be requested based upon extenuating circumstances and will be considered on a case-by-case basis.
5. APPLICATION/OWNERSHIP/AIRCRAFT INFORMATION: If any information provided above changes, Lessee shall notify the Airport Manager in writing within thirty (30) days. Notification must be by United States mail or by Lessee personally submitting said written notice to the Airport Office (3374 Mira Loma Drive, Cameron Park, CA 95682).
6. PAYMENT: Occupancy of the assigned rented 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. Should this agreement commence during a calendar month, charges will be prorated at one-thirtieth (1/30) of the monthly rate for each applicable day. 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 premises permit termination. Returned checks will be subject to a Twenty-Five Dollar (\$25.00) charge.
7. USE OF SPACE: The assigned rented space will be used for aircraft storage only. Any storage of recreational vehicles or business and/or personal items is prohibited. No commercial activity or refueling will be conducted within the assigned rented space without the written approval of the District. Owner of the aircraft may personally perform any maintenance activity allowed by FAR Part 43A. Parking of owner/operator private vehicles within the assigned rented space is permitted only when aircraft is in use. No parking on unimproved surfaces, taxiways or other parking

that jeopardizes airport operational safety is permitted. Lessee shall confine his/her activities to the permitted premises only excepting reasonable ingress and egress.

8. 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. District shall maintain structural integrity of the hangar and proper operation of doors.
9. UTILITIES AND SERVICES: District shall be responsible for the following utilities: electric, water and sewer.
10. DESTRUCTION OR CONDEMNATION OF PREMISES: If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the rented premises is substantially impaired, District, in its sole discretion may elect to repair the rented premises or terminate the agreement/permit upon thirty (30) days written notice to the Lessee.
11. INSPECTION: Lessee has inspected the rented premises and acknowledges that the rented premises is in a reasonable and acceptable condition for their intended use, and the agreed payments are fair and reasonable.
12. 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 three (3) 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.
13. 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 incurred by the District 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.
14. 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) 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. Such policy or policies shall name Cameron Park Airport District, its officers, agents and employees as additional insured, 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. 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 District may, by Its Board of Directors, 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 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.
15. 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 rented premises to prospective renters. As provided by law, in the case of emergency, District may enter the Premises without Lessee's consent.

- 16. 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.
- 17. ENTIRE AGREEMENT/AMENDMENT: This Agreement/Permit contains the entire agreement of the parties and there are not 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.
- 18. 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.
- 19. TERMINATION BY DISTRICT: District may terminate this permit at any time by providing three (3) days prior written notice to Lessee via U.S. certified mail to the address on this permit:
 - a. If Lessee has been delinquent in paying the monthly rate three (3) or more times; or,
 - b. If there is a violation of any of the 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 rented premises permits to Lessee in the future.
- 20. LEASE TERM: The term of this lease is one year and is renewable by either the District or Lessee.

CAMERON PARK AIRPORT DISTRICT

By: _____ Date: _____
 Dominic, Airport Manager
 Cameron Park Airport District

I HAVE READ AND UNDERSTAND THE FOREGOING AND THE CONDITIONS AS STATED IN THIS PERMIT AND AGREE TO BE BOUND THERBY.

Lessee: _____ Dated: _____

Lessee: _____ Dated: _____