

CHARLES M. SCHULZ – SONOMA COUNTY AIRPORT HANGAR LEASE

This Lease dated as of, _____ ("Effective Date") is made by and between the COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter referred to as "County"), and _____ (hereinafter referred to as "Tenant"). County and Tenant are sometimes collectively referred to herein as the "parties" and singularly, a "party".

TENANT INFORMATION

TENANT NAME:		AUTHORIZED AGENT & TITLE:	
TENANT MAILING ADDRESS:			
TENANT PHYSICAL ADDRESS:			
TENANT TELEPHONE NUMBERS:			
BUSINESS:	HOME:	CELL:	ALTERNATE:
EMERGENCY CONTACT:		TELEPHONE:	
PILOT NAME:	TYPE:	LICENSE NUMBER:	
AIRCRAFT MAKE AND MODEL:		FAA REGISTRATION NO.:	
NAME(S) OF REGISTERED OWNER(S) OF AIRCRAFT:			
HANGAR #	START DATE:	RECEIPT OF INSURANCE CERTIFICATE:	
EMAIL:		AIRPORT LOCK ISSUED & PAID:	

A G R E E M E N T

1. PREMISES. County leases to Tenant, Hangar _____ ("Premises"), located at the Sonoma County Airport ("Airport").

2. TERM. This Lease shall be month-to-month, commencing _____ (hereinafter referred to as the "Commencement Date"), and may be cancelled by either party upon thirty (30) days prior written notice.

3. CONSIDERATION.

3.1 Monthly Rental Payments. Tenant shall pay as monthly rent, without deduction, setoff, prior notice, or demand the sum of _____ and ____/100 Dollars (\$_____) defined as "Monthly Rent". Monthly Rent is due the first day of each month. Monthly Rent shall be delinquent if not paid in full by the fifth (5th) calendar day of the month. A late fee shall be levied, as set forth in the Master Rates and Charges, for any amount not received by the fifth (5th) day of the month. Monthly Rent for any partial month shall be prorated at the rate of 1/30th of the monthly rent per day. All Rent and any other sums payable by Tenant hereunder shall be paid by Tenant without notice, demand or offset at the office of the Airport Manager at the Airport, or at such other place or places as may from time to time be designated by County.

3.1.1 Rental Adjustments. Monthly Rent shall be adjusted as set by the Airport's adopted rates and charges that is updated from time to time and published on the Airport website ("Master Fee Schedule"). Upon the adoption of changes to the applicable rates and charges in the Master Fee Schedule, Tenant shall be given written notice of the resulting changes to the Monthly Rent in accordance with the terms hereof. The new Monthly Rent shall be effective thirty (30) days after delivery of such written notice, and shall be prorated to the extent the effective date of the new Monthly Rent does not fall upon the first day of the month.

3.2 Fees and Charges. Tenant agrees to pay to County, as additional rent, all facility fees, fuel flowage fees, parking fees, late fees, and any other applicable fees or charges imposed by County at the Airport at the rate set forth in the Master Fee Schedule.

3.3 Taxes and Assessments.

3.3.1 Obligation to Pay. Tenant is fully responsible for and agrees to pay, all personal property taxes (including any tax levied on a possessory interest, as defined in California Revenue and Taxation Code Section 107 or successor statute, if applicable), general and special assessments, and other charges of every description, levied on or assessed against the Premises, personal property located on or in the land or improvements, the leasehold estate, or any subleasehold estate, to the full extent of installments falling due during the term of this Lease.

If Tenant contests any such tax, assessment or charge, Tenant may withhold or defer payment, or pay under protest, but shall protect County and the Premises from any lien by adequate surety bond or other appropriate security.

4. USES, PURPOSES. Tenant’s use of the Premises shall be subject to all terms and conditions of Exhibit “A” hereto, entitled “Grant Assurances”, Exhibit “B” hereto, entitled “Hazardous Materials,” and Exhibit “C” hereto, entitled “Insurance.” Exhibits A, B, and C to this Agreement are each made part of this Agreement by this reference.

4.1 Use of Premises. The Premises shall be used and occupied by Tenant for storage therein of that certain aircraft ("Aircraft"), more particularly described on the signature page hereof, or any other similar craft owned or leased by Tenant ("Substitute Aircraft"), provided Tenant has obtained the prior written consent of County to store the Substitute Aircraft in the Premises. The Premises shall be used only for storage of the Aircraft and aircraft materials reasonably necessary for the operation of the Aircraft, and limited non-aeronautical items incidental to aeronautical use of the hangar to the extent allowable by applicable FAA policy. Aircraft maintenance restricted to the preventative maintenance specified in the Federal Aviation Regulations at 14 CFR 43.3(h) and Appendix A, subsection (c) may be performed on the premises, except spray painting, which is expressly prohibited on the Premises.

4.1.1 Commercial Use Prohibited. No commercial activity whatsoever shall be conducted by Tenant in, from, or around the Premises. For the purposes of this section, “commercial” shall have the meaning ascribed to it in Section 1.1 of the Federal Aviation Regulations. If the Airport Manager has a reasonable suspicion that Tenant is in violation of this Section 4.1.1 by conducting commercial activity upon in, from, or around the Premises, the Airport Manager may request that Tenant, or any pilot operating on the Premises under this Lease, present his or her logbook to the Airport Manager for inspection.

4.1.2 Condition of the Premises. Tenant shall keep the Premises clean and free of debris at all times. In utilizing the Premises during the term, Tenant agrees to and shall promptly comply with all applicable statutes, ordinances, rules, and regulations established by any federal, state, county, or local government agency. Upon termination of this Lease, Tenant shall immediately surrender possession of the Premises and shall remove the Aircraft and all other property therefrom, leaving the Premises in the same condition as when received, ordinary wear and tear excepted. County may, at County’s sole option, require Tenant to remove any and all improvements that Tenant has installed during this tenancy. If County requires Tenant to remove such improvements, Tenant will restore the Premises to a condition acceptable to County. Tenant shall be liable for any and all damage to the Premises caused by Tenant's use, including and without limitation, damage to unsealed floors due to fuel oil spillage.

4.1.3 Users of Premises. The individuals set forth in this Section 4.1.3 represent a current list of all persons for whom Tenant may request an Airport Operations Area (AOA) Badge, and who are authorized to be on the Premises under this Lease. Tenant agrees that it

shall promptly notify the County in writing of any changes to the individuals it has authorized to enter the Premises. Tenant shall ensure that any insurance policy required by this Lease includes coverage for loss or damage caused by such authorized users. If the Aircraft or Substitute Aircraft to be stored upon the Premises is owned in whole or in part by any party other than Tenant, including Tenants authorized users under this Section, Tenant shall keep the County informed of the ownership of such aircraft and shall be responsible for ensuring each owner is insured for all purposes required of Tenant hereunder. If any transfer of ownership, whether in whole or in part, of the Aircraft or Substitute Aircraft occurs during the term of this Lease, Tenant shall within seven days of such transfer provide written notice of same to County, and shall provide current proof of required insurance as to the new owner.

Identified Users of Premises:

_____	_____
_____	_____
_____	_____

Tenant shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Premises and shall take all steps necessary to remove persons whom County may deem objectionable.

4.2 Operational Requirements of Tenant. Tenant agrees throughout the term to abide by the following conditions and requirements:

4.2.1 Compliance with Laws; Federal Aviation Administration (“FAA”) Rules and Regulations.

(a) Tenant shall comply with all laws concerning the Premises and the Airport or Tenant's use of the Premises and the Airport, including, without limitation, the goals, objectives and policies of the Air Transportation Element, the Airport Rules and Regulations, the Airport Minimum Standards, and any amendments thereto. Tenant shall not allow the Premises to be used for any improper, unlawful or objectionable purpose, or contrary to any rules or regulations that apply to the Airport.

(b) This Lease is subject to FAA Regulations Part 1542, Part 139, Executive Orders or Transportation Security Directives relating to safety and security. If any violation of any Part 1542, Part 139, Executive Orders or Transportation Security mandates occurs on the Premises, Tenant shall be strictly liable to reimburse County for the full amount of any fine, penalty or other financial loss resulting therefore.

(c) Tenant shall immediately comply with any and all directive of the FAA made with respect to the Premises, whether such directive is intended to address a violation of law or regulation or a violation of the Grant Assurances, as defined below.

4.2.3 Billboards and Signs. Tenant shall not allow upon the Premises any billboards, signs, banners or like displays which may be placed in or upon any building or structure in such manner as to be visible from the outside thereof.

4.2.4 Waste; Nuisance: Tenant shall not commit waste, nor cause a nuisance or unreasonable annoyance to owners or occupants of adjacent properties. Tenant shall not use the Premises for sleeping, washing clothes, cooking, or the preparing, manufacturing or mixing of anything that might emit any unreasonable/objectionable odor, noises or lights onto adjacent properties. Tenant shall not do anything on the Premises that will cause damage to the Premises.

4.2.5 Access; Locks; Keys. Tenant agrees to comply with all reasonable regulations and directives of County regarding access to the Premises. In case of mob riot, public excitement, strike, or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same for the safety of the persons and protection of property. In case of any failure by Tenant or any representative of Tenant to seek or obtain security clearance to access the AOA area or the Premises, or failure to possess an active AOA Badge pursuant to Airport, FAA, and/or TSA rules, County reserves the right to prevent access to the Premises and the AOA by such persons until such time as Tenant adequately demonstrates that appropriate security clearance has been granted. If Tenant is unable to use the Premises (excluding reasons of gate access device deactivation) for a continuous period of seventy- two (72) hours or longer due to closure by County, Tenant's monthly rent may be equitably adjusted during the closure period; provided, however, in such case the rental adjustment shall be the sole adjustment to this lease and no other damages or compensation shall be claimed or awarded. Tenant shall only use lock(s) provided by County to secure the door(s) to the Premises. The cost for lock(s) is established by the Master Rate Schedule and is non-refundable. County shall not be liable for any loss of property by theft or otherwise.

4.2.6 Requests from Airport Manager. Tenant shall cooperate with any reasonable request from County's Airport Manager regarding use or operations at the Airport. All requests made by the Airport Manager for the purposes of maintaining safety or compliance with FAA or TSA requirements shall presumptively be deemed reasonable.

4.2.7 County's Right of Entry and Inspection. County, acting through its Airport Manager or other duly authorized representative, shall have the right to enter upon the Premises at any and all reasonable times during normal business hours throughout the Lease term for the purpose of inspecting the same and posting any notices required or permitting under law. Whenever possible, County shall provide Tenant with twenty-four hours notice of County's intended entry and inspection. In an emergency or other situation in which providing twenty four hours advance notice is not reasonably practical, County may give Tenant less than twenty four

hours advance notice of its entry upon the Premises, including providing Tenant with notice of entry concurrently with or immediately following such entry, where advance notice is not reasonably practical.

5. IMPROVEMENTS; ALTERATIONS AND MAINTENANCE.

5.1 Condition of Premises

5.1.1 As-Is Condition. Tenant hereby acknowledges that neither the County nor anyone for or on behalf of the County, has made any representation, warranty or promise to Tenant concerning the physical aspects or condition of any portion or part of the Premises or improvements, AND THAT TENANT IS LEASING THE PREMISES IN "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. Tenant does hereby waive and the County does hereby disclaim all warranties of any type or kind of description, including, without limitation, those of fitness for particular purpose, tenantability, habitability and use.

5.1.2 Former Military Activity Disclosure. Tenant hereby understands and acknowledges that a portion of the Airport was formerly the site of certain military operations. It is suspected that the United States army buried former war materials, including without limitation, gas ampoules and ammunition, in and around certain portions of the Airport. County has encountered such materials when excavating in areas that comprised the former army Air Field. Tenant further acknowledges that in the past County has encountered such materials when excavating in areas that comprised the former Army Air Field. Tenant further acknowledges that County has made no representations to Tenant as to the risks associated with excavating native versus non-native soils, nor has County represented to Tenant, what areas of the Premises or the Airport have been previously excavated. County represents that it has not withheld and will not withhold from Tenant any adverse information requested by Tenant in the possession of County relating specifically to the Premises with respect to the condition of the soil, or sub-soil, or any other condition of the Premises. Tenant hereby releases County from any and all claims Tenant may have against County respecting the condition of the sub-soil, or any other condition of the Premises, as well as any and all claims Tenant may have against County for the existence of any former war materials buried on or about County property, except and excluding any and all claims relating to or arising from any Hazardous materials, other than any former war materials, which are or were existing, released, or discharged on, to, or in the Premises at any time prior to the Commencement Date. Tenant expressly waives the benefits of Civil Code §1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5.2 Alterations. Tenant shall not make any alterations to the Premises without County's prior written consent. Ownership of improvements constructed by or for Tenant on the Premises, including without limitation all additions, alterations, and improvements thereto or

replacements thereof and all appurtenant fixtures, machinery, and equipment installed therein, shall remain in Tenant while this Lease is in full force and effect. Prior to the cancellation of this lease, Tenant may remove said additions, alterations and improvements (“Improvements”) and restore the Premises to its original condition, normal wear and tear excepted; or County may demand that Tenant remove said Improvements at Tenant’s sole expense, and restore the Premises to its original condition, normal wear and tear excepted. If said additions, alterations, improvements, replacements, fixtures, machinery and equipment remain in the Premises after the end of this lease, title to such shall transfer to the County from Tenant without demand for payment for items abandoned by Tenant. County may condition its approval of the installation of any Improvement that would constitute a fixture upon Tenant’s agreement to leave such fixture in place upon termination of Lease.

5.3 Maintenance of Premises. Throughout the term, Landlord shall maintain structural and exterior elements of the Premises. Tenant shall be responsible for the maintenance of any and all improvements installed by Tenant. Tenant shall take such steps as are necessary to ensure that the performance of any allowable maintenance work does not damage the Premises or any surrounding area of the Premises. Tenant is liable for any damage or destruction to the Premises or the Airport as a result of Tenant’s activities upon or maintenance of the Premises.

5.4 Utilities. County shall not be responsible for furnishing any additional utilities or services to the Premises other than which exist within the Premises at the time of execution of this Lease. County shall provide a dumpster for use by Tenant for trash generated on the Premises only. Tenant shall dispose of all waste in accordance with all applicable regulations and laws and shall ensure that all solid waste materials are placed in appropriate covered containers.

Tenant shall bear all costs directly or indirectly associated with any and all utilities required for Tenant's use of Premises to the extent that (a) such costs are separately billable to Tenant by the utility provider or (b) such costs are attributable to the waste or misuse of utilities by Tenant. For purposes of this section, “misuse” shall include any uses of utilities for the benefit of activities outside the Premises or for any uses of the Premises not authorized by this Lease. If any utilities serving the Premises are not separately metered upon commencement of this Lease and become separately metered for service to the Premises during the term of this Lease, Tenant shall take responsibility for the furnishing of and payment for such utilities immediately upon such occurrence.

6. ABSOLUTE PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING.

Tenant shall not assign or transfer, whether voluntarily, involuntarily, or by operation of law, its interest in this Lease or any part thereof. No such assignment or transfer shall be valid or binding. An attempted assignment or transfer shall be grounds for County’s termination of this Lease. As used in this Article 6, the term “assignment” shall include any transfer of ownership or control of Tenant. In addition, the parking of aircraft not owned or under exclusive lease by Tenant in the Premises shall constitute a sublease for purposes of this Article.

7. INDEMNITY; EXCULPATION.

7.1 Indemnity. Tenant will indemnify, hold harmless and defend County, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Tenant, arising out of or in connection with any of the following circumstances:

7.1.1 Use of Premises. Use of the Premises or Airport in any manner by Tenant, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of Tenants and subtenants, including any use of the premises or the Airport not allowed under this Lease.

7.1.2 Breach by Tenant. Any breach by Tenant of the terms, covenants or conditions herein contained.

7.1.3 Other Activities. Any other activities of the Tenant, its agents, employees, subtenants, and invitees whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of County to the extent required by law. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Tenant or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.2 Exculpation of County. County, its officers, agents, and employees, shall not be liable to Tenant for any loss or damage to Tenant or Tenant's property from any cause related to the Tenant's occupancy of the Premises. Tenant expressly waives all claims against County, its officers, agents, and employees, for injury or damage to person or property arising for any reason regardless of whether or not there is concurrent passive or active negligence of County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees.

8. TERMINATION AND EXPIRATION.

8.1 Termination. Either party may terminate this Lease by giving the other party thirty (30) days prior written notice. If Tenant fails to pay rent, fees, charges, taxes and other sums to be paid by Tenant as rent hereunder, Tenant shall have three (3) days after written notice is given Tenant to cure the default. For all other defaults hereunder, Tenant shall have ten (10) days after written notice of default is given to cure such default. If any default by Tenant shall continue uncured following notice of default as required by this Lease, for the period applicable to the default under the applicable provisions of this Lease, County shall have the right to immediately terminate this Lease in addition to all other rights and remedies provided by law or equity to which County may resort cumulatively or in the alternative.

8.2 Tenant’s Duty to Surrender. Upon the termination of the Lease, Tenant shall surrender to County in as good condition and repair as of the Commencement Date, the possession of the Premises, provided however that Tenant shall have thirty (30) days from the termination of the term to remove its hangar improvements and repair all damage to the Premises caused by such removal. If Tenant fails to surrender the Premises at the expiration or sooner termination of this Lease, Tenant shall defend and indemnify County from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant or Tenant found on or resulting from Tenant's failure to surrender.

9. NOTICES. Any notice required or permitted to be given under this Lease shall be in writing. Notice shall be considered properly given when received via email correspondence at the specified address, immediately upon personal delivery to the Tenant or to the Airport office, during normal business hours, or forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, at the specified address:

County: Jon Stout, CAE, AAE Airport Manager
Charles M. Schulz -Sonoma County Airport
2290 Airport Blvd. Santa Rosa, CA 95403
Email: AirportRealEstate@sonoma-county.org

Tenant: _____

Email: _____

Any party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this paragraph.

10. MISCELLANEOUS PROVISIONS.

10.1 Joint and Several Obligations. If Tenant consists of more than one person, the obligation of all such persons is joint and several.

10.2 Exhibits, Addenda. All exhibits and addenda to which reference is made in this Lease are incorporated in the Lease by the respective references to them, whether or not they are actually attached, provided that they have been signed or initialed by the parties. Reference to the "Lease" includes matters incorporated by reference.

10.3 Merger. This Lease is intended both as the final expression of the Lease between the parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the Lease, pursuant to California Code of Civil procedure Section 1856.

No modification of this lease shall be effective unless and until such modification is evidenced by a writing signed by both parties. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. This Lease shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Lease. The failure or refusal of either party to inspect the Premises, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

10.4 Successors. All of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

10.5 Applicable Law and Forum. California law shall apply and any action to enforce the terms of this Lease or for the breach thereof shall be brought and tried in the County of Sonoma.

10.6 Covenants and Conditions. All provisions of this Lease whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions and such covenants shall survive termination.

10.7 Organizational Authority. If Tenant is an entity other than an individual, Tenant shall deliver to County upon execution of this Lease sufficient written proof of authority to execute this Lease on behalf of the organization. If Tenant is a corporation, the signatory shall provide the County a certified copy of a resolution of Tenant's board of directors authorizing the signatory to execute this Lease on behalf of the corporation.

10.8 No Discrimination. Tenant shall comply with all applicable federal, state and local laws, rules and regulations relating to non-discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition and handicap.

10.9 No Third Party Beneficiaries. This Lease shall not create and the parties do not intend to create any rights to third parties.

10.10 Construction of Lease; Severability. To the extent allowed by law, this Lease shall be construed in a manner that avoids any violation of law. County and Tenant agree that in the event that any part of this Lease is ruled to be invalid or void all other terms of this Lease shall remain in effect.

10.11 Relationship. This Lease does not create a partnership, joint venture, joint enterprise, or any business relationship other than that of County and Tenant.

Charles M. Schulz – Sonoma County Airport
County-Owned Hangar Lease

IN WITNESS WHEREOF, the parties to this Lease have duly executed this Lease as of the Effective date.

TENANT:

COUNTY OF SONOMA:

Tenant or Authorized Agent (Printed)

By: Airport Manager

Signature

Title

EXHIBIT “A” GRANT ASSURANCES

This Lease is subject to and subordinate to all Grant Assurances in effect by and between the FAA and the Airport at all times during the term of this lease (the “Grant Assurances”). Certain Grant Assurances mandated by the FAA for inclusion in airport leases have been incorporated herein. Any Grant Assurances mandated by the FAA for inclusion after the execution date of this Lease and prior to the expiration hereof shall be deemed by the parties to have been incorporated herein as of the effective date of any mandate of inclusion. Grant Assurances in effect at the Commencement Date of this Lease and as amended from time to time, are located at the County’s Airport Office at 2290 Airport Blvd., Santa Rosa, California or online at www.faa.gov/airports/aip/grant_assurances. As of the Commencement date, Tenant is required to comply with the following assurances required by the Federal Aviation Administration:

1. Development of Landing Area. County reserves the rights to further develop, improve or maintain the landing area and aprons of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance by Tenant.
2. Maintenance of Landing Area. County reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.
3. Lease Subordinate to Agreement with U.S.A. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States, or any lawful requirement of the United States relative to the development, operation, or maintenance of the Airport.
4. Use to Conform with Federal Aviation Regulations. Tenant agrees that Tenant's use of the Airport shall conform to applicable Federal Aviation Regulations at all times during the term of this Lease.
5. Exclusive Right. It is specifically understood and agreed by Tenant that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the County reserves the right to grant others the privilege and right of conducting any one or all activities of an aeronautical nature.
6. Services. It is specifically understood and agreed by Tenant that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on their own aircraft with their own

regular employees (including, but not limited to, maintenance and repair) that they may choose to perform.

7. Reservation of Avigation Easement. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation of the Airport.

8. Noninterference with Aircraft. Tenant by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the Airport in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County shall provide written notice to Tenant and Tenant shall have the right to cure said breach in the manner provided for in of this Lease. County reserves the right to cause the abatement of such interference at the expense of Tenant.

9. War or National Emergency. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

10. Minority Business Enterprise Policy and Obligation Policy. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of Leases as defined in 49 CFR 23.5. Consequently, this Lease is subject to 49 CFR Part 23 as applicable.

11. Non-Discrimination.

11.1 Discrimination prohibited. Operator, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Operator shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

11.2 Violation. That in the event of a violation of any of the above nondiscrimination covenants, County shall have the right to terminate the Agreement and to reenter and repossess said concession area and the facilities thereon, and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

12. Affirmative Action Requirements. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Lease. Tenant assures that it will require that its covered sub-organizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

13. Texting and Driving. Tenant agrees that Tenant shall not text and drive upon Airport property, and that Tenant shall take all reasonable steps to ensure that Tenant's agents, employees, contractors, and invitees do not text and drive upon Airport property. Pursuant to the adopted policies of the Federal Aviation Administration, as applicable to the County, Tenant is encouraged to:

13.1 Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant, including work upon this Agreement.

13.2 Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

EXHIBIT “B” HAZARDOUS MATERIALS

Tenants’ use of the Premises shall be subject to the following terms regarding Hazardous materials:

1. Tenant shall not cause or permit any Hazardous materials (as hereinafter defined) to be brought upon, kept or used in or about the Premises or the Airport by Tenant, its agents, employees, contractors or invitees, without the prior written consent of County, which County shall not unreasonably withhold as long as Tenant demonstrates to County's satisfaction that such hazardous materials: (i) are necessary or useful to Tenant's permitted use and will be used, kept and stored in a manner that complies with all laws, statutes, ordinances, rules, regulations, orders, requirements, and policies of any and all governmental agencies and authorities and any fire insurance underwriters applicable to any such Hazardous materials ("Hazardous Materials Laws") and (ii) do not otherwise, due to the quantity, nature or use of such Hazardous materials, substantially increase the risk of fire or other casualty to the Premises or the Airport.

2. To the extent any Hazardous materials are used, kept, or are present in or on the Premises after the Commencement Date, Tenant shall ensure that all such Hazardous Materials and all uses thereof, are in full compliance with all Hazardous Materials Laws.

3. If Tenant breaches the obligations stated in this Exhibit B or if the presence of Hazardous materials which become present on the Premises after the Commencement Date which results in contamination of the Premises or the Airport, or if Hazardous materials are otherwise discharged or released from the Premises after the Commencement Date, then Tenant shall indemnify, defend (with counsel selected by County) and hold County harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in value of the Airport, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Airport, damages arising from any adverse impact on marketing of space in the Airport, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Lease as a result of such breach, contamination, discharge, or release, but to the extent required by law excluding liability due to the negligence or willful misconduct of County, its employees, agents, contractors and representatives. This indemnification of County by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous materials present in, on or under the Airport. Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises during the term of this lease result in any contamination of the Airport, or otherwise results in the release or discharge on, under or from the Premises of Hazardous materials, Tenant shall promptly take all actions at its sole expense as are necessary to return the Airport to the condition existing prior to the introduction of any such Hazardous Materials to the Airport or to otherwise remove and/or abate the release or discharged hazardous Materials; provided that County's approval of such actions shall

first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Airport, will not unreasonably interfere with the use and enjoyment of other portions of the Airport, and will be performed in accordance with all Hazardous Materials Laws. Upon the termination of this lease, Tenant shall surrender the Premises to County free of any and all Hazardous Materials (except any Hazardous Materials existing on the Premises prior to the Commencement Date) and in compliance with all Hazardous materials Laws. This indemnification shall survive the termination or expiration of this Lease.

4. For the purpose of this Exhibit B, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) the Hazardous materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health & Safety Code, Section 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after the Commencement Date of this Lease.

EXHIBIT “C” INSURANCE

At all times during the term of this Lease/Agreement, Tenant shall maintain Aircraft Liability Insurance as described below, to the extent commercially available, unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The County of Sonoma reserves the right to review the required insurance policy and endorsements, but has no obligation to do so. County’s failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or County’s failure to identify any insurance deficiency shall not relieve Tenant, from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance.

Tenant shall submit the required Evidence of Insurance to: County of Sonoma, its officers, agents and employees; c/o Airport Manager, Charles M. Schulz – Sonoma County Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403.

Aircraft Liability Insurance

1. Required for all Aircraft and Substitute Aircraft with current FAA Airworthiness Certification.
2. Minimum Limits:

Single engine piston Up to 7 seats:	\$1,000,000 Combined Single Limit (CSL) - \$100,000 per passenger
8 seats and above:	\$2,000,000 CSL - \$100,000 per passenger
Multi engine piston	\$2,000,000 CSL - \$100,000 per passenger
Turboprop Turbojet: wingspan under 49 feet	\$5,000,000 CSL/\$250,000 sub limit per seat/passenger
Turbojet: wingspan 49 feet and above	\$10,000,000

3. The County of Sonoma, its officers, agents and employees shall be endorsed as an additional insureds with respect to the operation and use of the Aircraft.
4. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
5. Required Evidence of Insurance: Certificate of Insurance issued by the aircraft liability insurance company indicating limits and additional insured status in accordance with 2 through 4 above. A certificate issued by the insurance broker is not acceptable.

If Tenant has any Aircraft or Substitute Aircraft that does not have current FAA Airworthiness Certification, Tenant agrees to obtain the above-specified Aircraft Liability Insurance within 10 days of receiving FAA Airworthiness Certification for such Aircraft or Substitute Aircraft.

DECLARATION OF AIRWORTHINESS

___ I acknowledge that the Aircraft and/or Substitute Aircraft have current FAA Airworthiness Certification and am required to obtain the Aircraft Liability Insurance specified above.

___ I represent that the Aircraft and/or Substitute Aircraft does/do not have current FAA Airworthiness Certification. I agree to obtain and provide the Required Evidence of the Aircraft Liability Insurance specified above within 10 days if such Aircraft or Substitute Aircraft receives FAA Airworthiness Certification.

Tenant and/or Authorized Agent (Print)

Signature

Date