

**RIO VISTA MUNICIPAL AIRPORT
HANGAR LEASE AGREEMENT**

CITY HANGAR # _____
at 3000 Baumann Road, Rio Vista, CA 94571

This Hangar Lease Agreement (“this Lease” or License as it is referred to the Rio Vista Municipal Airport Rules and Regulations) is made as of the date stated below, by and between the **City of Rio Vista**, a municipal corporation, owner and operator of the Rio Vista Municipal Airport (hereinafter “City”), and _____ (hereinafter “Lessee”).

PART I
LEASED PREMISES

1. **Leased Area.** City hereby leases to Lessee, and Lessee takes as tenant that improved portion of real property within Rio Vista Municipal Airport described as City Hangar # _____ at 3000 Baumann Road, Rio Vista, CA 94571, and incorporated herein by reference (hereinafter referred to as “the Leased Premises”).

2. **Term of Lease.** This Lease shall commence on the _____ day of _____, 20____, and continue thereafter on a month-to-month basis until terminated pursuant to Section 19, below, or until Lessee is in breach or default of any term or condition of this Lease.

3. **Rental.**
 - a. Lessee shall pay rent to City in the amount of \$_____base rent plus \$_____ share of utility services for a total of \$_____ per month. The City reserves the right to increase rents on July 1st of each year based on economic considerations as determined by the City in its reasonable discretion. Lessee will receive at least thirty (30) days prior written notice from the City of any increase in monthly rent.

 - b. Rent is due and payable in advance on the 1st day of each month. Payments received by City more than ten (10) calendar days after the due date shall be considered delinquent and will be subject to a ten percent (10%) “Late Payment” charge. If any rent payment, including any applicable Late Payment charge, is not received by City within sixty (60) days from the end of the calendar month in which the second rent is due, Lessee shall be in breach of this Lease, and in such event, this Lease may be terminated by City. Alternatively, City may, at its option, require Lessee to make subsequent rental payments in cash or with a certified cashier’s check. All payments due under this Lease shall be paid by mail

or delivery to the City of Rio Vista, Attention: Finance Department, 1 Main Street, Rio Vista, CA 94571.

- c. The City shall impose a fee for any returned checks due to insufficient funds against the Lessee.
4. **First Payment of Rent and Security Deposit.** Upon execution of this Lease, Lessee will pay to City the sum equivalent to one (1) month rent. Said sum shall be held by City as a security deposit for faithful performance of Lessee's duties under this Lease. If Lessee shall default on any of the terms of this Lease, and City chooses to cure the Lessee's default at any expense to City, it may resort to the security deposit for such purpose. In such event, Lessee shall reimburse the security deposit no later than the next rent due date. Any unused security deposit existing at the termination of this Lease that is not already used to offset damage, if any, caused to the Leased Premises by Lessee's use of the Leased Premises, reasonable wear and tear excepted, or that is otherwise used toward outstanding rent, shall be refunded to Lessee within three (3) months after termination. If the Lease is executed in the middle of the month, a pro-rated rental fee, by day, will be assessed.

PART II **USE AND MAINTENANCE**

5. **Hangar Use.** This Lease is made for the purpose of storage by the Lessee of an operational, airworthy aircraft or an aircraft that is actively progressing towards becoming operationally airworthy in a City owned aircraft hangar at Rio Vista Municipal Airport. The Lessee shall accept the leased space as received from the City on the signing of the Lease. Lessee recognizes that the Rio Vista Municipal Airport is unattended and that the City does not undertake to guard against or prevent unauthorized use of, or entry onto, the Leased Premises by others. Should Lessee lease an aircraft from another individual or corporation, the City shall be provided a copy of said lease. The use of the Leased Premises shall be strictly limited to the storage, routine maintenance, or construction of an operational, airworthy, non-commercial fixed wing aircraft, or other aircraft approved by the City, that is owned or leased by Lessee, along with tools and equipment directly related to Lessee's use of such aircraft. (Note: The aircraft described herein as being approved for storage in a City owned hangar on the Leased Premises is hereinafter referred to as "the Stored Aircraft"). If Lessee's aircraft is or becomes non-operational, it may be stored in the hangar only if it is being homebuilt or restored by Lessee. Prior to the commencement of any such homebuilding or restoration, Lessee shall provide to Rio Vista Municipal Airport: (1) a copy of the purchase agreement, or (2) a valid federal registration number. If Lessee's Stored Aircraft is not validly registered with the FAA as of the Effective Date, upon completion of construction, Lessee shall register such Stored Aircraft and apply for an airworthiness certificate for Lessee's Stored Aircraft in accordance with all applicable federal statutes and regulations, and provide the original registration and certification to the Rio Vista Municipal

Airport, for inspection and copying, immediately upon receipt by Lessee. On or before January 1st of each year, if the homebuilding or restoration has not been completed, Lessee shall provide a written annual report to the Rio Vista Municipal Airport Manager that details the homebuilding or restoration activity performed, work still required to be completed, and an estimate of time of completion.

6. **Prohibited Uses and Maintenance of Premises.** The Leased Premises shall not be used for any commercial activity, including, but not limited to, aircraft or equipment maintenance for profit, any aircraft used in the transportation for hire of goods, or persons, or aircraft used in flight training for compensation. The Leased Premises shall not be used to store vehicles or to store other personal property items that are wholly unrelated to the operation, repair, or maintenance of the Stored Aircraft without the written approval of the Rio Vista Fire Department and Rio Vista Municipal Airport Manager. There shall be no parking of unattended aircraft or other objects (such as hangar doors) that would impede access to another Lessee's Leased Premises.

Lessee shall maintain the Leased Premises and stored objects in clean condition at all times and at Lessee's own cost and expense; and will conduct activities in such manner as to maintain the sightly appearance of all areas open to public view. The City shall remain responsible for the maintenance of the hangar structure, including doors, roof and walls except when necessitated by negligence or willful misconduct of Lessee, its agents, or guests. Any damages shall be reported to the City within five (5) business days upon discovery. It is a material consideration of this Lease that Lessee shall keep the Leased Premises clear of hazards and storage of any materials that may be unsightly or hazardous. Any sign or equipment that requires installation must receive written permission from the City. Any fixtures added to the Leased Premises shall become property of the City at the end of the Lease.

7. **Utility Services.** Lessee will provide, at Lessee's expense, any utility services required in addition to that provided by the City for Lessee's use of the Leased Premises. Mandatory use of one or more City utilities may be required by local, state and/or federal law.
- a. **Electricity.** All modification to existing electrical service must be approved by the City and conform to applicable City codes. If electric meters are installed for each hangar, Lessee agrees to pay for electricity used.
 - b. **Water.** No extension of or connection to existing water services may be made.
 - c. **Gas (Propane).** The storage and use of propane or other gas is prohibited without a permit from the Rio Vista Fire Department (hereinafter "RVFD").

- d. Utility Poles. Installation and/or use of utility poles and lines are subject to City approval and must comply with local, state and federal regulations.
 - e. Antennas. Radio, television, telecommunications or other exterior appurtenances may not be installed without the express written consent of the City.
 - f. Documentation of Utilities. Any utility service installed or modified in the course of this Lease shall be documented by Lessee with a copy to City.
 - g. Security Lighting. City shall have the authority to require the installation and operation of security lighting when deemed necessary for the general benefit of the Rio Vista Municipal Airport.
8. **Alterations and Improvements.** Lessee may not make alterations, improvements, or additions to the Leased Premises without the prior written consent of the City. All such alterations, improvements, and additions shall become the property of City upon termination of this Lease.
9. **Lock.** City shall provide Lessee with a lock for the hangar. The City shall have one key and the Lessee shall have one key. Should Lessee lose the key for the hangar, the Lessee will be responsible for the payment of a fifty dollar (\$50.00) fee to replace the lock and key.
10. **Security.** Lessee is responsible for maintaining security in and around the hangar or any other area adjacent to or upon the Rio Vista Municipal Airport which Lessee has an exclusive right to use or which Lessee otherwise controls. Lessee is further responsible for maintaining security with respect to entry upon the airfield or other portions of the Rio Vista Municipal Airport designated by City from time-to-time as security areas by employees, subtenants, contractors, invitees, or customers of Lessee or any other person who enters the Rio Vista Municipal Airport Operating Areas at Lessee's invitation, direction, or authority, whether through or from the Leased Premises or otherwise.

PART III **TITLE AND DISPOSITION**

11. **Property Abandoned on Leased Premises.** If Lessee leaves any property, personal or otherwise, on the Leased Premises after the termination or revocation of this Lease, and fails, refuses or neglects, after notice from City, to remove same within thirty (30) days after such termination or revocation, City, at its option, may treat such property as abandoned, and shall have absolute right of disposal over such property. The cost for removal, if any, may be withheld from any deposit remaining in the account of the Lessee. Lessee hereby waives any and all damages for any loss resulting from disposal of such property. City shall also have the right to remove the Stored Aircraft if the Stored Aircraft is not otherwise removed by Lessee within thirty (30) days of termination of this Lease.

If City removes the Stored Aircraft from the Leased Premises following termination of this Lease, Lessee shall be responsible to City for all costs of such removal and subsequent storage as well as Lease fees up through termination.

12. **Termination of Rio Vista Municipal Airport Operations.** If, for any reason whatsoever, City ceases to operate the Rio Vista Municipal Airport, Lessee's sole right and remedy shall be to terminate this Lease effective with the date of the cessation of airport operations and to remove Lessee's property within thirty (30) days after receiving notice of such cessation. In such event, City shall not be liable for any damage, cost, or expense to Lessee relating to the cessation of airport operations.

PART IV **INSURANCE AND LIABILITY**

13. **Insurance Coverage.**

- a. **General Liability.** Lessee shall maintain at all times during the term of this Lease a policy of liability insurance, with a carrier and in a form satisfactory to City, to cover both the Lessee as the primary insured party and City as an additional insured party by endorsement, insured against bodily injury, including death, and property damage for which the Lessee may be liable, with "occurrence" coverage of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury or property damage.
- b. **Property Insurance.** City, at its own option, may maintain fire and extended coverage on the Leased Premises, but City shall not be obligated to invest any insurance proceeds in the repair or restoration of any improvements damaged or destroyed in any event or occurrence covered by the insurance. City shall not, in any event, be responsible for the loss or damage of such property, or any property of Lessee, whether or not insured.
- c. **Additional Insurance.** Lessee shall provide such insurance coverage in addition to the coverage specified above as Lessee may be required to carry by any state or federal law or regulation or as may be necessary for City to maintain its self-insured coverage. Evidence of such additional insurance shall be provided to City within thirty (30) days after written notice from City to Lessee of the requirement for such additional insurance.
- d. **Other Provisions:**
- (1) Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions

as respects the City, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- (2) Insurance required of Lessee under this Lease shall be primary as to any covered loss, debt, or obligation of City. Any insurance or self-insurance maintained by City, its officers, officials, agents, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute with it.
- (3) Insurance is to be placed with an insurer with a current A.M. Best rating of no less than A:VII.
- (4) Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to City at the address provided below.
- (5) Upon execution of this Lease and/or upon City's demand, Lessee shall furnish City with certificates of insurance, with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (6) Lessee shall direct insurance provider to send insurance renewal certificates to the City, Attention: Transit and Airport Coordinator, on an annual basis.

14. **Indemnity.** To the fullest extent allowed by law, Lessee agrees to save, indemnify, and hold harmless City, its officers, employees, agents, volunteers, and elected and appointed officials from and against any and all claims, demands, damages, liabilities, costs, attorneys' fees, and all other damage and detriment whatsoever to any person or entity whatsoever, including without limitation the agents, servants, employees, and guests of Lessee, arising out of or related to claims of injury to, or death of persons, or to claims of damage to the Leased Premises occurring or resulting directly or indirectly from this Lease or Lessee's use or occupancy of the Leased Premises or from Lessee's activities on or about the Leased Premises. Such indemnity shall, include, without limitation, the obligation to provide all costs of defense against any such claims, provided that such indemnity shall not extend to any loss arising from City's sole negligence or willful misconduct. In addition, Lessee shall hold and save City harmless and indemnify City of and from any and all loss, cost, damage, injury or expense arising out of, or in any way related to, claims for work or labor performed, or to claims for materials or supplies furnished to, or at the request of

Lessee, or in connection with performance of any work done for the account of Lessee on the Leased Premises.

15. **Waiver of Security.** Lessee acknowledges that City provides no continuous security for the Leased Premises nor for the Rio Vista Municipal Airport, and Lessee agrees that neither City nor its officers, servants, employees, agents, volunteers nor its elected or appointed officials shall be liable for any loss of or damage to Lessee's property due to theft, vandalism or forces of nature.
16. **Release of Liability of City and its Agents.** Lessee hereby assumes all risks to the person and property of Lessee on and about the Leased Premises and the associated Rio Vista Municipal Airport, and hereby releases and forever discharges the City, its officers, servants, employees, agents, volunteers, and elected and appointed officials of and from any and all liability which might arise from the acts or omissions, of the City, its officers, servants, employees, agents, volunteers, and elected and appointed officials. The only exceptions to the foregoing release and discharge shall be as and to the extent, that such release and discharge is barred by operation of law.

PART V **DEFAULT & TERMINATION**

17. **Default or Breach of Lease.** City and Lessee agree that every condition, covenant and provision of this Lease is material and reasonable. Any breach by Lessee of a condition, covenant or provision of this Lease will constitute a material breach and a default of Lessee's obligations under this Lease, including, but not limited to:
 - a. Failure to pay rent, including any Late Payment charge, when due;
 - b. Use of the Leased Premises for any unlawful purpose;
 - c. Abandonment of the Leased Premises;
 - d. Assigning or subletting the Leased Premises without the prior written consent of City;
 - e. Committing waste on the Leased Premises;
 - f. Maintaining, committing or permitting the maintenance or commission of a nuisance on the Leased Premises;
 - g. Any material failure to keep the Leased Premises in a sanitary condition or to dispose of all trash and garbage;
 - h. Altering the Leased Premises in any manner, including without limitation, the use of combustible materials on or in the Leased Premises, except as provided herein;

- i. Failure to perform any other term, covenant or condition of this Lease;
 - j. Storage of an aircraft that does not meet the provisions set forth in Section 5 of this Lease;
 - k. Storage of vehicles or personal possessions except as otherwise permitted herein; and
 - l. Replacing City provided lock with personal lock.
18. **Rights and Remedies are Cumulative.** Upon a default of Lessee, the City is entitled to terminate this Lease upon written notice to Lessee. The rights of the City and its remedies hereunder are cumulative, and in addition to any other legal rights available to the City in the event of any default or breach on the part of Lessee.
19. **Tenancy and Termination.** The tenancy created hereunder is month-to-month. Either party may terminate this Lease, without cause and for any reason, by providing thirty (30) days written notice of intent to terminate to the other at the address listed in Section 33, below. Upon termination of the Lease, the Lessee shall leave the Leased Premises clean and vacate by the end of the thirty (30)-day period as stated in the termination notice. Lessee shall be responsible for rent to the end of the thirty (30)-day period.

PART VI **GENERAL CONDITIONS**

20. **Access by City; Inspection.** City and its designated agents, employees and volunteers shall at all times have reasonable access to the Leased Premises for the purpose of inspection and to determine compliance with the provisions of this Lease. The City shall provide reasonable advance notice of the inspection; however, Lessee consents to immediate entry in the case of an emergency based on health and safety concerns.
21. **Assignment and Subletting Prohibited.** Lessee may only assign rights under this Lease or sublet the Leased Premises consistent with the Rio Vista Municipal Airport Rules and Regulations. Any attempted assignment or sublease otherwise shall be void and shall be unenforceable by Lessee.
22. **Obligations of the City.** The City agrees:
- a. To keep and maintain hangar spaces in a reasonable state of repair, not including normal wear and tear.
 - b. To, correct defects or deficiencies of which the City is aware within a reasonable period of time.
 - c. To provide access to and from the hangar space occupied by Lessee.

d. Provide lock for Lessee to use.

23. **Additional Obligations of the Lessee.** The Lessee agrees:

- a. To comply with Rio Vista Municipal Airport Rules and Regulations as approved by City Council (attached hereto as "Exhibit B") and as may be amended.
- b. To report to the Rio Vista Municipal Airport Manager any defects to the hangar space that require maintenance.
- c. To assume complete responsibility for securing and protecting its Stored Aircraft.
- d. To keep assigned hangar space clean and free of debris using trash and oil containers provided by City and to not dump waste at the Rio Vista Municipal Airport trash and oil containers that do not fit within the containers, and that did not come from the Lessee's space at the Rio Vista Municipal Airport.
- e. To park vehicles in the Rio Vista Municipal Airport Administration Building parking lot and authorized locations defined by the City.
- f. To pay any taxes or special assessments that may be levied or assessed by any governmental entity for the storage of aircraft on the Leased Premises.

24. **Hazardous Materials.** Lessee shall not keep or store flammable liquids on the Leased Premises, except for the aviation fuel, oil, or other materials contained in the tank or tanks of the aircraft for which the hangar is used, and lubrication oil permitted by the Rio Vista Municipal Airport Rules and Regulations. No storage of any pesticides, hazardous materials, or other combustible materials shall be permitted on the Leased Premises, at any time, without written approval of the RVFD. As used in this Lease, the term "Hazardous Materials" means (A) any hazardous or toxic substance, material, or waste which is or becomes regulated by any local, state or federal government, or special district, (B) designated as a "hazardous substance" pursuant to Section 1311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (C) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901, *et seq.* (42 U.S.C. § 6903), (D) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601, *et seq.* (42 U.S.C. § 9601), (E) defined as a "hazardous waste" or as a "hazardous substance" pursuant to Section 25117 or 25316 of the California Health and Safety Code, or contained in the list promulgated pursuant to the Safe Drinking Water and Enforcement Act of 1986 (Health and Safety Code § 25249.5 *et seq.*), (F) substances defined as "hazardous materials" in the Hazardous Materials Transportation Act, 49 U.S.C. section 5101, *et seq.*, (G) any infectious wastes or

substances, or (H) petroleum and any by-products thereof. References herein to specific statutes or laws shall also be references to any amendments of or applicable successor statutes or laws.

If Lessee breaches the obligations stated in this Section, or if the presence of Hazardous Materials on the Leased Premises or the Rio Vista Municipal Airport caused or permitted by Lessee results in contamination of the Leased Premises or the Rio Vista Municipal Airport, or if contamination of the Leased Premises or the Rio Vista Municipal Airport by Hazardous Materials otherwise occurs for which Lessee is legally liable to City for damage resulting therefrom, then Lessee shall indemnify, defend, and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, costs of remediation, diminution in value of the Leased Premises or the Rio Vista Municipal Airport, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises or the Rio Vista Municipal Airport, damages arising from any adverse impact on marketing of space in the Rio Vista Municipal Airport, and sums paid in settlement of claims, actual attorneys' fees, consultant fees and expert fees), which arise during or after the Term as a result of such contamination. This indemnification of City by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions, including regular inspections, or any clean-up, remedial, removal, or restoration work required or recommended by any federal, state, or local governmental agency, or political subdivision because of Hazardous Materials present in the soil or ground water on or under the Leased Premises and/or the Rio Vista Municipal Airport. The indemnity, defense, and hold harmless obligations of Lessee under this Section shall survive any termination of this Lease. Without limiting the foregoing, if the presence of any Hazardous Materials on the Leased Premises or the Rio Vista Municipal Airport caused or permitted by Lessee results in any contamination of the Leased Premises or the Rio Vista Municipal Airport, Lessee shall promptly take all actions at its sole expense as are necessary to return the Leased Premises and the Rio Vista Municipal Airport to the condition existing prior to the introduction of any such Hazardous Materials; provided that, City's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions, in City's sole and absolute discretion, would not potentially have any material adverse long-term or short-term effect on the Leased Premises or the Rio Vista Municipal Airport.

25. **Compliance with Law and Rules.** Lessee shall at its own cost and expense comply with all applicable state, federal and local laws, ordinances, rules and orders of the City of Rio Vista, County of Solano, State of California, the United States of America or other authorities pertaining to the operation of the Leased Premises pursuant to the provisions of this Lease whether such laws, ordinances, rules and orders be now in force or hereinafter enacted. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any government entity that Lessee has violated any such laws, ordinances, rules and orders shall be conclusive as

between City and Lessee and shall be a grounds for immediate termination of this Lease by City. Additionally, any conduct by Lessee or by Lessee's invited guests in the operation of aircraft in the air or on the ground, or any other conduct which violates any duly promulgated rule or regulation applying to the Rio Vista Municipal Airport or which violates any generally accepted safety standard, or which endangers the safety of persons or property at or in the vicinity of the Rio Vista Municipal Airport shall constitute a default under this Lease and shall be grounds for immediate termination of this Lease by City. The City requires the Lessee to fill out a Lessee Information Sheet (attached hereto as "Exhibit A") and to report any changes to the City of Rio Vista.

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 Rio Vista Municipal Airport, or the exclusive or nonexclusive use of the Rio Vista Municipal Airport, by the United States during the time of war or national emergency or otherwise.

26. **Waiver.** Waiver by either party of a breach of any covenant of this Lease will not be construed to be a continuing waiver of any subsequent breach or of the enforcement of any other provision hereof. No waiver by either party of a provision of this Lease will be considered to have been made unless expressed in writing and signed by all parties. Acceptance of delinquent rent or other payment by City shall not be deemed a waiver of any preceding breach or condition of this Lease.
27. **Time.** Time is of the essence of each provision of this Lease.
28. **No Joint Venture or Partnership.** The parties intend by this Lease to establish the relationship of City and Lessee only and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of City and Lessee. Additionally, nothing contained in this Lease shall be construed to create and the parties do not intend to create any rights in third-parties.
29. **Attorney's Fees and Costs.** In the event that either party thereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this Lease, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable attorney's fees to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if any. The Court will determine who is the "prevailing party," whether or not the suit proceeds to final judgment. However, if an action is voluntarily dismissed, or dismissed pursuant to a settlement of the case, neither party will be entitled to recover its attorney's fees.

- 30. **Governing Law.** This Lease shall be governed by the laws of the State of California. All parties to this Lease agree that all actions or proceedings arising in connection with this Lease shall be tried and litigated only in the County of Solano.
- 31. **Binding on Heirs.** The provisions of this Lease shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. No delay on the part of City or Lessee in exercising any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege constitute such waiver nor exhaust the same, which shall be continuing.
- 32. **Section Headings.** The headings contained in this Lease are added for the convenience of the parties and are for reference only. Such headings shall not, independently of the text of this Lease, provide any rights or create any obligations not otherwise expressly set forth herein.
- 33. **Notices.** Notices to City and Lessee shall be given at the following addresses:

CITY:

City of Rio Vista
 Attn: Director of Public Works
 1 Main Street
 Rio Vista, CA 94571
 Telephone: (707) 374-6451
 Email: rborre@ci.rio-vista.ca.us

LESSEE:

- 34. **Waste; Nuisance.** Lessee shall not use the Leased Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties or other tenants of City. Lessee shall not do anything on the Leased Premises that will cause damage to the Leased Premises or the Rio Vista Municipal Airport.
- 35. **Complete Lease.** City and Lessee agree that this instrument contains the entire, sole and only Lease between them concerning the Leased Premises, and correctly sets forth their rights and obligations to each other concerning the Leased Premises as of its date. Any Lease or representations respecting the Leased Premises or the duties of either City or Lessee in relation thereto, not expressly set forth in this instrument or the attachments thereto, is null and void. This Lease may only be modified by a written amendment hereto.
- 36. **Severability.** In the event that any provision of this Lease is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Lease shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of this Lease.

37. **Joint and Several Liability.** If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder.
38. **Additional Exhibits.** The Rio Vista Municipal Airport Rules and Regulations, Title 11 of the City of Rio Vista Municipal Code (attached hereto as "Exhibit C"), airworthiness certificate (attached hereto as "Exhibit E"), insurance certificate (attached hereto as "Exhibit D"), registration of aircraft (attached hereto as "Exhibit F") and any other documents the City deems necessary for this Lease (attached hereto as "Exhibit G") ("documents") are made a part of this Lease. Any updates to the above mentioned documents shall automatically supersede the documents previously provided to the Lessee. Lessee hereby agrees to comply with these documents through the duration of this Lease. The Lessee shall receive a thirty (30) day written notice regarding any changes to the Rio Vista Municipal Airport Rules and Regulations and/or Title 11 of the City of Rio Vista Municipal Code from the City. The Lessee shall notify the City within thirty (30) days if there are any changes to the airworthiness certificate, insurance certificate, and/or registration of aircraft.

EXECUTED this ___day of _____, 20____, in Rio Vista, California.

CITY:

LESSEE:

By: _____
Robert Hickey, City Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A
(Lessee Information Sheet)

Name: _____ Hangar #: _____

Residence
Address: _____
Number and Street City State Zip

Mailing
Address: _____
Number and Street / PO Box City State Zip

Phone #: _____ Fax #: _____

Cell Phone: _____ E-Mail: _____

Aircraft Make Model and Year: _____

Aircraft N#: _____

Copy of Current Aircraft Registration: Yes No

If aircraft not registered: Proof of Ownership: Yes No

Is the aircraft leased? Yes No

If the aircraft is leased, please complete the following:

Aircraft Owner Name: _____

Aircraft Owner Address Number and Street / PO Box City State
Zip

Phone #: _____ Fax #: _____

Cell Phone: _____ E-Mail: _____

Pilot License #: _____

Proof of Insurance: Yes No

Insurance Company: _____

Address: _____
Number and Street / PO Box City State Zip

Phone #: _____ Fax #: _____

E-Mail: _____ Insurance Policy #:

Exhibit B

(Rio Vista Municipal Airport Rules and Regulations)

By signing below, I, the Lessee, signify that I have read and understand the Rio Vista Municipal Airport Rules and Regulations.

Exhibit C

(Title 11 of the Rio Vista Municipal Code)

Exhibit D

(Insurance Certificate)

*Copy due to the City upon renewal each year

Exhibit E

(Airworthiness Certificate)

Exhibit F

(Aircraft Registration)

Exhibit G

(Other City Documents Pertaining to Lease)