

UKIAH REGIONAL AIRPORT

HANGAR RENTAL AGREEMENT

THIS AGREEMENT made by and between CITY OF UKIAH, a Municipal Corporation, hereinafter called ("City"), and **XXXXXXXXXX**, hereinafter called ("Renter").

W I T N E S S E T H:

City does hereby rent to Renter on a month-to-month basis that certain building known as "**HANGAR NO. _____**" situated at the Ukiah Regional Airport in the City of Ukiah, County of Mendocino, State of California, and the grounds necessary and incidental for the use thereof, and for the purposes herein provided, under the following terms and conditions:

1. Rent.

The rental rate for said hangar and incidental premises shall be (**See current Airport User Fees**) per month payable monthly in advance as hereinafter set forth.

2. Time of Payment, Late Fees.

As stated, rents are payable monthly in advance, beginning on the **1st day of Month**, and are to be considered delinquent if not paid by the 10th day of each month thereafter. If the rent is not made within such period, or a satisfactory agreement reached between the Renter and the Airport Manager, then this Agreement shall be considered terminated, and the Renter shall have no further rights hereunder. Rent that has become delinquent shall be subject to a late fee of \$25. In addition, Renter shall pay Lessor interest on the unpaid portion of the delinquency until paid in full as provided in the Ukiah City Code, Section 2051. Renter shall pay any possessory interest or personal property taxes lawfully imposed by a taxing jurisdiction on the leased premises or the property stored therein and shall fully indemnify and defend Lessor for and against any such liability.

3. Use of Premises.

These premises are rented to Renter for the sole purpose of storing aircraft with the following identification number or numbers: _____, a portion of which is/are owned or leased by Renter and based at the Ukiah Regional Airport. The definition of "based" shall be that the aircraft may not be absent from the hangar for a period of 30 continuous days except for normal aviation activities and functions, repair and/or maintenance of the aircraft, during the purchase or lease of a replacement aircraft under Paragraph 5, below, or upon written request to and approval by the Airport Manager for any other purpose.

Aircraft must be airworthy (lawful to fly). Kit/Homebuilt aircraft and aircraft involved in an accident require many hours to complete/repair. The Airport Manager shall give a Renter not less than 90 days' notice that an aircraft must be airworthy or be deemed to violate the provisions of this paragraph.

Renter promises and agrees to keep said storage hangar orderly and clean at all times, free and clear of any and all items that are or may be deemed a fire or other safety hazard by the State Fire Marshal and/or the City of Ukiah (as determined by the Airport Manager). Renter agrees to remove such hazardous items, at Renter's expense, within 48 hours after receiving written notice to do so from any of the above parties. Renter agrees that should it be necessary for the Airport Staff to enter and remove any unlawful debris from the hangar after failure by Renter to comply with the above written notification, he will pay to the City of Ukiah any costs that are incurred in said removal.

The City may amend or add to Hangar Rental Agreements as it deems necessary or appropriate. Not later than thirty (30) days after they are adopted, the City shall give the Renter written notice of any such amendment or addition. After the City provides such notice, the Renter shall comply with the amended or new rules.

4. Right of Inspection.

Renter promises and agrees to permit personnel of the Airport staff to enter, inspect, and remove any and all trash and debris that the City deems necessary. **Every January the hangar will be inspected and the Aircraft of Record Registration and Documentation Checklist will be checked.**

5. Replacement Aircraft.

Should the Renter fail to pay the rent as herein specified, or discontinue the ownership or lease of an aircraft, then this Agreement shall immediately terminate, and City shall have the right to rent the hangar to other parties. Should the Renter desire to retain the hangar space due to the purchase or lease of a replacement aircraft within a period of

not more than 60 days from the date of discontinuance of ownership or lease of an aircraft as stated above, upon notification of and approval by the Airport Manager, payment of the required rents, and compliance with the terms and limitations herein, this lease shall remain in effect.

6. No Alterations.

Renter shall not make any alterations or additions to the hangar without written approval of the Airport Manager. Signs, emblems, or advertising shall not be placed or erected on or in the premises.

7. Assignment.

This Agreement shall not be assigned, transferred, sublet, or underlet by the Renter. If ownership or leasehold of the stored aircraft is transferred completely to an entirely new owner or lessee, with none of the existing owners/lessees remaining on the airplane's title or lease contract, then such new owner(s) or lessee(s) shall have no right to continue as Renter(s) of this hangar, and this Agreement shall be terminated and the City shall have the rights as specified in in Paragraph 5, when the Rental Agreement terminates.

8. Utilities.

City shall not be obligated to furnish to Renter any light, power, telephone, water, or other utilities under the terms of this Agreement, and any plans of the Renter to install utilities of any kind shall have written approval from the Airport Manager.

9. Termination.

Renter agrees that if he should fail to keep, comply with, or perform any of the agreements, covenants, or conditions of this Agreement, City shall have the right to terminate this Agreement, and to enter upon said premises, and remove all persons and property, and repossess itself of its former estate. This Agreement may be terminated by either party upon given at least thirty (30) days' prior WRITTEN notice to the other party. [Automatically true of a month-to-month tenancy. Not necessary to state this.]

10. Lien for Unpaid Rent.

The Renter's aircraft and any other personal property stored in the leased premises will be subject to a claim of lien and may even be sold to satisfy the lien if the rent and other charges due remain unpaid for 14 consecutive days. This lien is authorized by the provisions of Chapter 10 of Division 8 of the California Business and Professions Code (commencing with Section 21700).

11. Improvement of Airport.

The City reserves the right to further develop or improve the premises of Ukiah Regional Airport as it shall deem necessary, regardless of the desire or views of the

Renter and without interference or hindrance of the Renter.

12. Right of Access.

Upon conforming to and abiding by all the agreements, covenants, and conditions of this Agreement, Renter shall have the right to the enjoyment and peaceful possession of the premises hereby rented, and free access thereto for himself and his guests; provided, however, that such access shall not interfere with or jeopardize the use of said Airport. For the purposes of this Agreement, the word "guests" includes Renter's family.

13. Rent Changes.

The City reserves the right to increase or decrease rental rates as established by the City Council by notification of the renter at least fifteen (15) days prior to the effective date of such increase or decrease of rental rates.

14. Indemnification.

This Agreement is made upon the express agreement by Renter that City shall not be liable for damages, or claims for damages, arising from bodily injury or death of Renter, or his guests, and that City shall not be liable for the damage to, or destruction of, any of Renter's property while in, on, or in any way connected with the premises rented under this Agreement, whenever such bodily injury, death, damage, or destruction is not caused directly, solely, and exclusively by activities of City, its agents, or employees. Renter further expressly agrees to save and hold harmless the City from all claims, losses, expenses, demands, charges, liens, liabilities, causes of action, or proceedings, of whatever nature, on account of damage to, or loss or destruction of, any property, or arising out of the injury to, or death of any person or persons, which claims, losses, expenses, demands, charges, liens, liability, causes of action, or proceedings in any way arise out of or are the result of activities of either Renter or his guests. Renter agrees to indemnify City for payment of any damages or claims for damages arising from bodily injury or death of guests or Renter, whenever such bodily injury or death is not directly, solely, and exclusively caused by activities of City, its agents, or employees.

15. Insurance.

Renter shall provide at his own expense insurance covering bodily injury and property damage to all persons using the leased premises in a minimum amount of One Hundred Thousand (\$100,000) dollars each person and One Million (\$1,000,000) dollars for each occurrence and property damage in a minimum amount of One Million (\$1,000,000) dollars for each occurrence. Renter shall name Lessor as an additional insured and shall furnish to Lessor a Certificate of Insurance showing that said insurance required hereunder has been obtained. Such insurance shall be kept in force throughout the entire term of this lease or any extension thereof. Homeowners insurance is NOT satisfactory and does not fulfill the above requirements. Aircraft

under construction or repair projects need only provide Premises Liability insurance as herein provided.

16. Notice.

Renter shall provide in this space the name and address to which he or she wishes all notices permitted or required under this Agreement to be sent and all notices sent pursuant to Chapter 10, Division 8 of the California Business and Professions Code.

Renter may also provide in the space provided below the name and address of another person to whom the preliminary lien notice and subsequent notices required to be given under said chapter may be sent. Notices will be sent to both addresses, if provided. Failure of the Renter to provide an alternate address shall not affect the Lessor's remedies under said chapter or under any other provision of law:

Renter:

Alternate:

Lessor: City of Ukiah
Finance Department
300 Seminary Ave.
Ukiah, CA. 95482

Except as otherwise required by law, notices shall be deemed given when personally delivered or placed in the United States Mail addressed as provided above with proper first class postage affixed thereto. Notice of an address change may be given at any time as provided herein.

17. Time of Essence.

Time is of the essence of this Agreement.

18. Agreement subject to Federal Regulation of Airport.

This Agreement shall be subordinated to the provisions of any existing and further agreement, rules and regulations between City and the United States of America, or any agency or administrative arm thereof relating to the operation or maintenance of the Ukiah Regional Airport or the conduct or operation of any flight school, or other governmental operation thereof.

19. Waiver.

No waiver by Lessor of any of the provisions of this Lease or failure of Lessor to object to a breach thereof by Renter shall constitute a waiver of any other provisions of this Lease, or of the Lessor's right to enforce a subsequent breach of the same or a different provision of the Lease. No waiver shall be deemed a continuing one or bind the Lessor in any way, unless confirmed in a writing signed by the Airport Manager

IN WITNESS WHEREOF, the parties hereto executed this Agreement in duplicate this DATE.

CITY

Airport Manager

Airport Assistant

RENTER

Dated: _____

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Hangar & Tie Down Lease

Move-out Checklist

Thank you for leasing at the Ukiah Regional Airport. To help you in the move-out process, the following checklist outlines the steps for terminating your hangar or tie down lease at Ukiah Regional Airport and vacating the leased property.

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1. Please provide written notification of your intent to vacate Ukiah Regional Airport **30 days prior to your move-out date.** The following methods of written notification are acceptable:

- a. Mailing a written letter of termination to the Ukiah Regional Airport at:

Ukiah Regional Airport
1403 S. State St
Ukiah, CA 95482-6401
Attn: Ken Ronk

- b. Completing the Termination Notice on the last page of this checklist and mailing it to the address listed above or emailing it to kronk@cityofukiah.com.

- c. Sending an email to kronk@cityofukiah.com.

Verbal notification or a note written on your payment stub will not be considered proper notification.

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2. Please schedule your move-out walk through by contacting:

- Ken Ronk Airport Assistant (707) 467-2817

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3. Please give your forwarding address for any deposit or refund due by completing the form on the last page of this checklist.

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4. Please let us know if you want to remain on the Hangar Waiting List or not?

Thank you for your business!



Hangar & Tie Down Lease Move-In Checklist

Thank you for leasing at the Ukiah Regional Airport. To help you in the move-in process, the following checklist outlines the steps for moving into your hangar or tie down lease at the Ukiah Regional Airport.

- ☐ 1. Signed rental agreement with the Ukiah Regional Airport.
- ☐ 2. Aircraft within 30 days.
- ☐ 3. Tail # within 30 days. _____
- ☐ 4. Please schedule walk through of the hangar by contacting:
 - Ken Ronk Airport Assistant (707) 467-2817
- ☐ 5. Insurance in the amount specified on the lease agreement with the City listed as additional insured.
 - a) Within 30 days.
 - b) Emailed or sent to:
kronk@cityofukiah.com
Ukiah Regional Airport
1403 S. State St.
Ukiah, CA 95482
- ☐ 6. Please let us know if you want to remain on the Hangar Waiting List or not?

Failure to meet requirements #2,3 and 5 will automatically be grounds for termination of lease agreement.
- ☐ 7. The City must receive 30 days written notice before you terminate your lease agreement.

NOTICE OF LEASE TERMINATION

Date: _____

To the City of Ukiah Airport:

I lease hangar # _____ at the Ukiah Regional Airport. This letter is to notify you that I'm giving you the required 30 day notice of termination of the Hangar Lease Agreement.

After I move out, please mail any unused balance to:

I will schedule an appointment to do a walk through the hangar before I leave.

Thank you for your cooperation.

Email or send to: Ken Ronk
kronk@cityofukiah.com
Ukiah Regional Airport
1403 South State St.
Ukiah, CA 95482
(707) 467-2817