

LEASE AGREEMENT
TIE DOWN SPACE



Yucca Valley Airport District
PO Box 2527
Yucca Valley, CA 92286
www.yuccavalleyairport.com

THIS LEASE AGREEMENT made and entered into this ____ day of _____, 20____, by and between the YUCCA VALLEY AIRPORT DISTRICT, hereinafter referred to as the "Landlord", and _____ hereinafter referred to as "TENANT." WITNESSETH:

For and in consideration of the premises, and the covenants and agreements hereinafter contained it is mutually agreed by and between the parties hereto as follows:

1. LEASED PREMISES AND PROPERTY.

For and in consideration of the rental hereinafter provided to be paid by the TENANT, and for and in consideration of the covenants and agreements hereinafter contained on the part of the TENANT to be kept and performed, the Landlord has let and demised, and by these presents does hereby let and demise unto the TENANT, and the TENANT has leased and taken from, and by these presents does hereby lease and take from the Landlord, all that certain real property situated at Yucca Valley Airport, located in the Town of Yucca Valley, County of San Bernardino, State of California, consisting of single tie-down space of land which is labeled # __, totaling **888** square feet making the entire area to be leased by TENANT as shown in Exhibit "A" and hereto (the "Premises").

2. TERM.

This Lease shall commence on the First (1st) day of _____, _____ (the "Term Commencement Date") and shall be for a one year period. This lease will automatically renew for a like term unless written notice to the DISTRICT is given at least forty-five (45) days prior to the expiration of the expiration of the initial one year period.

3. LEASE PAYMENTS.

In consideration of said agreement to lease, the TENANT agrees to pay to the Landlord and the Landlord agrees to accept rental per month in the sum of **\$60.00** (the "Monthly Lease Payment"), payable on the first day of each and every month during and throughout the term of this Lease subject to any adjustments described in this paragraph.

Each year beginning on January 1st of the term of this Lease, the Monthly Lease Payment may be adjusted in accordance with the California Consumer Price Index for the San Bernardino

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County Area and or market adjustments based on the maintenance and operations budget of the DISTRICT. In no event will the Monthly Lease Payment be less than the Monthly Lease Payment during the preceding year.

As and for further consideration of set agreement to lease, TENANT expressly agrees that if any rental payment has not been paid by the tenth (10th) day of any month in which it is due, that in the event, the TENANT shall be obligated to and, expressly agrees to pay the Landlord a late payment in the sum of ten dollars, (\$10.00) added to the Monthly Lease Payment, which is not punitive, but an agreed upon compensation towards Landlords costs of administrative process to collect the past due amount. It is understood by the TENANT that this late payment is in addition to any other damages, including return check fees, which Landlord may claim as recovery in an action brought to enforce the terms of this agreement and/or one for unlawful detainer. It is further understood that this late payment is in addition to any other remedies which Landlord may have under the terms of this agreement. United State Post Service (USPS) postmark on the payment envelope will be the determinate of whether the late fee is applied. If not mailed through the USPS, then the actual date received by the Landlord will be used.

4. HOLDING OVER.

If TENANT, with Landlord's consent, remains in possession of the Leased premises after expiration of the termination of the Lease, or after the date any notice given by Landlord to TENANT terminating this Lease, such possession by TENANT shall be deemed to be a month-to-month tenancy with the amount of rent being equal to that payable under this Lease, terminable on thirty days' written notice given at any time by either party. All provisions of this Lease shall apply to the month-to-month tenancy.

5. USE OF THE LANDLORD'S PROPERTY AND PREMISES.

The TENANT shall have the right of ingress and egress across the property of the Landlord in order to gain access to the airstrip at the Yucca Valley Airport but TENANT shall not damage the buildings or other property of the Landlord or any other person in so doing. The Landlord may designate the route to be used by the TENANT and going to and from said airstrip.

TENANT may use the Lease Premises for those aviation related purposes including, but not limited to, sale of used and new aircraft, service, maintenance and repair of aircraft, including storage of parts and materials as necessary for said service, maintenance and repair activities.

6. REPAIRS, MAINTENANCE, ALTERATIONS AND SURRENDER.

Throughout the Term thereof, the TENANT shall, at TENANT's sole cost, keep the demised premises and any buildings which may be constructed thereon, clean and in good repair in accordance with all applicable laws, rules, ordinances, orders and regulations of all governmental authorities having jurisdiction over the Premises.

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7. COMPLIANCE WITH LAW; HAZARDOUS SUBSTANCES.

TENANT shall, at TENANT's sole cost and expense, at all times during the Term hereof, comply with all of the requirements, ordinances, regulations and statutes of all municipal, state and federal authorities currently in or which thereafter be in force, pertaining to the Premises which materially affect the use and occupancy thereof.

Upon the Termination of this Lease or vacation of the Premises, TENANT shall at TENANT's sole expense and in compliance with all applicable federal, state and local statutes, ordinances, regulations, rules, orders and other laws, remove all Hazardous Substances used, stored or otherwise brought onto the Premises by TENANT or its employees, contractors, agents, customers, invitees and licenses. TENANT shall provide Landlord with copies of all records relating to any Hazardous Substances that are required to be maintained by any applicable federal, state and local statutes, ordinances, regulations, rules, orders or other laws.

TENANT shall indemnify, protect, defend and hold harmless and reimburse Landlord, its officers, employees, agents and consultants from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or investigations or remediation cost ("Environmental Cost") arising from contamination of the Premises or release of any Hazardous Substances in, on or under the Premises which is caused by Hazardous Substances handled, stored, used or otherwise brought onto, or transported to or from, the Premises, by TENANT or any of TENANT's employees, contractors, agents, customers, invitees and licenses. This indemnity shall survive the termination of this Lease.

8. INDEMNITY, TENANT'S LIABILITY AND LIABILITY INSURANCE.

TENANT agrees to maintain in force throughout the Term hereof, at TENANT's sole cost and expense, property damage liability policies, including its excess liability policy for any and all aircraft, endorsed to include the Yucca Valley Airport District and the Yucca Valley Airport, Inc. as an ADDITIONAL INSURED or to secure, maintain and pay the necessary premiums upon, a policy of liability insurance which shall apply to the demised premises, in a company satisfactory to the DISTRICT, which shall name the DISTRICT and Yucca Valley Airport, Inc. as additional insureds, with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate per accident, bodily injury, single limit.

The TENANT shall cause the DISTRICT to be furnished with a certificate of such insurance ON ANY MOTORIZED VEHICLE with a minimum of One Hundred Thousand Dollars/Three Hundred Thousand Dollars (\$100,000/\$300,000) combined single limit that operates on Airport or District property. TENANT agrees to obtain a written obligation on the part of the insurance carriers to notify DISTRICT in writing at least thirty (30) days prior to any cancellation or non-renewal of any policy required of TENANT hereunder and TENANT further agrees that if TENANT does not keep said insurance in full force and effect, the TENANT will remove the any motorized vehicle and will not be able to return until the notice is received by the DISTRICT

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or Airport Manager. TENANTS with uninsured motorized vehicle on DISTRICT property will have this lease agreement terminated. Any motorized vehicle accessing AIRPORT property, including taxiways, will maintain minimum public liability and property damage insurance.

2) The following entities MUST be made an ADDITIONAL INSURED ON ALL POLICIES OF ANY MOTORIZED VEHICLE:

Yucca Valley Airport District
(Mailing Address)
Post Office Box 2527
Yucca Valley, California 92286

(Physical Address)
6804 Warren Vista Avenue
Yucca Valley, California 92284

AND THE:

Yucca Valley Airport, Inc.
(Mailing Address)
Post Office Box 2592
Yucca Valley, California 92286

(Physical Address)
6804 Warren Vista Avenue
Yucca Valley, California 92284

9. UTILITIES.

No Utilities are provided with this leased space and none can be installed by TENANT.

10. ASSIGNMENT OR SUBLETTING OF LEASE.

The TENANT shall not assign this Lease, or any interest therein, or in the property herein demised, and shall not sublet said premises or any part thereof to any person, firm or corporation during the term of this Lease, without the written consent of Landlord first hand and obtained. It is expressly understood and agreed that any assignment or sublease as aforesaid shall be subject to all of the covenants and provisions of this Lease agreement. In the event of the insolvency or bankruptcy of the TENANT, either voluntary or involuntary, this Lease shall not become a part of the assets of said insolvent or bankrupt estate and shall thereupon terminate and be of no further force or binding effect upon the parties hereto.

11. RIGHT TO QUIET ENJOYMENT.

The Landlord does hereby covenant and agree that upon the payment of the rent and the performance of all covenants by said TENANT to be paid and performed as herein provided, said TENANT shall peaceably and quietly hold and enjoy the said premises during the term herein demised and any extension thereof.

TENANT shall not commit, or cause to be committed, any waste on said premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of the Premises or by Landlord or other TENANTS.

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12. TAXES.

The TENANT is hereby notified pursuant to Section 106.6(b) of the Revenue and Taxation Code when a public entity, such as the Landlord, enters into a written contract with a private party, the possessory interest subject to property taxation may be created and that the property tax levied on the possessory interest shall be the responsibility of the TENANT. An example of this is the Port-a-Port Hangers located on Landlord property (the Airport).

13. DEFAULT.

It is further agreed that if default be made in those covenants and agreements by said TENANT herein agreed to be kept and performed, then it shall be lawful for said Landlord at its option to terminate this Lease and re-enter upon said premises, take possession thereof, and remove all persons therefrom. It is further agreed that the Yucca Valley Airport District has full permission by TENANT and owner to lien any and all vehicles, aircraft, etc. to secure payment of rents.

14. WAIVER OF BREACH.

Any waiver, express or implied, by any party hereto, of any breach by any party of any covenant or provision of this Lease, shall not be, nor be construed to be, a waiver of any subsequent breach of any term or provision hereof.

15. ENTRY BY LANDLORD.

TENANT shall permit Landlord or Landlord's agents to enter upon said Premises at all reasonable times with not less than twenty-four (24) hours prior written notice to TENANT (except in the case of emergency which shall not require any notice) for the purpose of inspecting the same, or for any other lawful purpose contemplated by the provisions of this Lease. Landlord shall conduct any such allowed entry of the Premises in a manner that will cause the least possible inconvenience, annoyance or disturbance to TENANT.

16. NOTICES.

It is further agreed that all notices required to be given under this agreement shall be in writing, shall be sent by registered mail, postage prepaid, to the parties at their respective addresses below, or at such other address as the parties may from time to time notify each other in writing:

If to Landlord, Yucca Valley Airport District
 P.O. Box 2527
 Yucca Valley, CA 92286
 Attention: Manager

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If to TENANT, at:

_____ (Name)
_____ (Address)
_____, _____, _____ (City, State, Zip)
_____ (Phone) _____ (Email)

17. BINDER ON SUCCESSORS.

The Landlord and TENANT agree that the provisions of this Lease agreement shall extend to and bind, or inure to the benefit of (as the case may require), not only the parties thereto, but to each and every one of the heirs, executors, administrators, representatives, successors and assigns of the Landlord and TENANT. The obligation of TENANT is joint and several.

18. CONFLICT RESOLUTION.

Any controversy or claim arising out of, or relating to, this Lease between the Landlord and the TENANT, other than Landlord's unlawful detainer claim shall be mediated prior to initiation of any legal proceeding. Cost of such mediation shall be equally shared by the parties.

19. ATTORNEY'S FEES.

In the event that any legal action (including mediation in accordance with the Section entitled "Conflict Resolution" hereof) is instituted by either of the parties hereto to enforce or construe the terms, conditions, and covenants of this Lease, or the validity thereof, the party prevailing in any such action shall be entitled to recover from the other party all court costs and reasonable attorney fees.

20. PARTIAL INVALIDITY.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

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21. GOVERNING LAW.

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California (without giving effect to its choice of law provisions) as the same from time to time exist.

22. COMPLETE AGREEMENT.

This Lease constitutes the entire agreement between the parties and may not be altered, amended, modified or extended except by instrument in writing signed by the parties hereto. This Lease also terminates, supersedes and replaces all prior agreement between the LANDLORD and TENANT related to the Premises.

23. AUTHORITY TO EXECUTE.

Each party executing this Lease on behalf of an entity represents and warrants that the party has authority to execute this Lease individually and on behalf of the entity represented and that such entity has entered into the appropriate resolution or authorization for granting such authority and that said signature is for and on behalf of the named entity.

24. KNOWLEDGEMENT OF RECEIPT

Also, TENANT knowledge's receipt of a copy of the Yucca Valley Airport Districts Rules and Regulations and agrees to abide by the Rules and Regulations along with requirements, ordinances, regulations and statutes of all municipal, state and federal authorities.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year set forth above.

“LANDLORD”
YUCCA VALLEY AIRPORT DISTRICT,

By: _____
Bob Dunn, President
“TENANT”

By: _____

ATTEST:

Secretary

Attachments: EXHIBIT “A” MAP
EXHIBIT “B” MOTORIZED VEHICLE LIST

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EXHIBIT "A" MAP OF TIE DOWN AREA

TIE DOWN NUMBER " _____ " (Leave blank -To be assigned)

40 FEET x 30 FEET
Within the T-Shape

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EXHIBIT "B" MOTORIZED VEHICLE LIST

AIRPLANE

N NUMBER _____

MAKE _____

MODEL _____

YEAR _____

INSURANCE
COMPANY _____

CAR

MAKE _____

MODEL _____

YEAR _____

INSURANCE
COMPANY _____

PERMIT NUMBER _____

OTHER MOTORIZED VEHICLE

MAKE _____

MODEL _____

YEAR _____

INSURANCE
COMPANY _____