

**NON-AVIATION HANGAR LEASE  
AGREEMENT**

This Lease Agreement is made and entered into as of the [Click here to enter text.](#) day of [Click here to enter text.](#) 20XX by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and [Click here to enter text.](#) ("Lessee").

**RECITALS**

A. WHEREAS, the City owns that certain real property more fully described in **Exhibit A**; and

B. WHEREAS, Lessee desires to lease said property for the purpose of **personal non-aeronautical storage**.

C. WHEREAS, the Federal Aviation Administration (FAA) formalized the "Policy on the Non-Aeronautical Use of Airport Hangars" published in the Federal Register/ Vol. 81, No. 115 / Wednesday, June 15, 2016 / Pages 38906 > 38911. The FAA allowed use of an aircraft hangar for interim short term storage of personal property with the following use stipulations.

1. Non-Aeronautical use may not impede the movement of active aircraft in and out of the hangar or impede access to inactive aircraft or other Aeronautical contents of the hangar. Items which can easily be moved to permit access to and/or movement of the aircraft shall not be regarded as an impediment. Typical examples include, but are not limited to: a functional vehicle, workbench, and tool box.
2. Non-Aeronautical use may not displace the Aeronautical contents of the hangar. A functional vehicle parked in a vacant hangar while the aircraft designated or intended to occupy the vacant hangar is absent shall not be considered to displace the aircraft.
3. Should future aeronautical demand warrant, the non-aeronautical Lessee must vacate the hangar within 30 days of formal notice to allow for aeronautical use per Federal Aviation Administration policy.

Prohibited Uses of any airport hangar include:

1. Residential: Hangars may not be used as a residence. The Federal Aviation Administration differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence.

2. Non-Aeronautical Business: Hangars may not be used for the conduct of a Non-Aeronautical business or municipal agency function unless the business activity is clearly incidental to the Aeronautical Use of the hangar in the sole judgement of the City if called upon to review the question. Examples of conduct of a Non-Aeronautical business include, but are not limited to: storage of inventory; the participation of employees, contractors or others in addition to the hangar occupant; visits from the non-aviation public; and/or deliveries of Non-Aeronautical items.

## AGREEMENT

1. Scope and Purpose of Lease. Subject to the provisions herein, the City hereby grants a lease to Lessee for the following purpose(s): **Storage of miscellaneous personal items of a non-aeronautical nature.**
2. The Leased Premises. The property being leased is more specifically identified in **Exhibit A**, attached hereto and incorporated herein by reference, and is located at The City of South Lake Tahoe Airport (Tahoe Valley Airport, or "TVL") located at 1901 Airport Road, South Lake Tahoe, CA 96150 (hereinafter, the "Premises").
3. Term of Lease. The term of this Lease shall begin on the date set forth above and end one month later. The Lease shall continue on a month to month basis thereafter. The parties may agree to an extension to the term of the Lease upon executing, in writing, a mutual extension of the Lease term.

Upon the end of the term of this Lease, as provided herein, or any extension thereof, or sooner termination of this Lease, Lessee shall surrender to City the Premises, together with all improvements except as hereinabove provided, and any fixtures and equipment in good condition, reasonable wear and tear excepted.

The City shall have the right to terminate the Lease upon thirty (30) days notice where the premises are sought for aviation purposes.

4. Lease Fee. Upon execution of this Lease Agreement, Lessee agrees to pay to City on or before the first day of each calendar month during the term of this Lease, a monthly lease fee of **\$monthly lease amount**. Such lease fee shall include all utilities with the exception of telephone, internet data, and cable. Lessee shall pay said Lease fee on the first day of each month in the form of a check sent to the City's Finance Department located at 1901 Airport Road, Suite 210, South Lake Tahoe CA 96150, and made out to: City of South Lake Tahoe; or a credit card in person.

If this Lease begins on any day other than the first day of a month, the Lease fee for the first month of the Lease shall be prorated for the number of days remaining in the calendar month based on a thirty (30) day month. Fee is due on the 1<sup>st</sup> day of each month.

- a. Prorated Rents. If this Lease begins on any day other than the first day of a month, the Lease fee for the first month of the Lease shall be prorated for the number of days remaining in the calendar month based on a 30 day month.
- b. Late Payment. If any monthly rent or other payment due from Lessee is not received by City within ten (10) days of the date upon which it is due, Lessee shall pay to City an additional amount of \$50.00 will be charged.
- c. CONSUMER PRICE INDEX (CPI). For so long as this Lease is in effect, Lessee shall pay to CITY as additional rent a cost of living adjustment computed annually as follows: On April 1<sup>st</sup> of each year, regardless of the commencement date of this Agreement, the monthly rent shall be re-computed. The resulting monthly rent shall be equal to the original initial monthly rent multiplied by the ratio of the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, San Francisco, all items published by the United States Department of Labor, Statistics (1982-84=100 base). In the event said index is changed or discontinued, the most nearly comparable official price index of the United States Government shall be used for computing the forgoing adjustments of minimum rent, after converting the existing index as of the base rate to the new index. The minimum monthly rent payable following an adjustment under the terms of this paragraph shall continue at the adjusted level until the next adjustment period or the end of the lease term, whichever first occurs. The City Council reviews City fees yearly and reserves the right to suspend any rate increases. The current airport fees are attached in Exhibit C.
- d. Security Deposits. Lessee shall pay the following refundable deposits prior to taking possession of the property:

<b>Rent/Security Deposit:</b>	<b>\$750.00</b>
<b>Gate Card:</b>	<b>\$50.00 per card</b>
<b>Hangar Key:</b>	<b>\$25.00 per key</b>
- e. Utilities. City agrees to pay before delinquency all charges for natural gas, electricity, water and sewer charges, including connection charges if the services are separately metered for Premises. Pursuant to the first paragraph of Section 4, above, City shall provide all of such services to Lessee as part of Lessee's monthly fee City shall in no event be liable to Lessee for any interruption in the service of any utility furnished to the Premises howsoever caused, provided that such interruption is not caused by the intentional act or omission of City or its authorized representatives. This lease shall continue in full force and effect despite any such interruptions.

5. Expenses of Lessee. In addition to the Lease Fee, Lessee shall pay the costs and expenses listed below:

- a. Maintenance and Repairs. Lessee agrees to keep the premises in a clean and safe condition. City agrees to maintain in good order and repair and in a clean and safe condition any and all structures, facilities, improvements, and equipment at the Leased Premises, at Lessee's including without limitation all plumbing, HVAC, electrical, and other utility systems, at City's sole cost and expense, during the entire Term. Lessee Except as expressly set forth in the first sentence of this Section 5.a, City shall perform any required maintenance except including without limitation on the foundation, structure, plumbing, electrical and roof which shall be the responsibility of the City. Subject to the waiver of subrogation provisions of this Lease, the Lessee shall repair any area damaged by Lessee, Lessee's agents, employees, invitees and visitors whether through active or passive negligence. Should Lessee fail, neglect or refuse to do so, the City shall have the right, but not the obligation, to perform such maintenance or repairs for the Lessee's account, and the Lessee agrees to promptly reimburse the City for the cost thereof (plus an additional twenty percent (20%) for overhead), provided, however, that the City shall first give Lessee ten (10) days' written notice of its intention to perform such maintenance. City shall not be obligated to make any repairs to or maintain any improvements on the subject Leased Premises unless otherwise required by this Agreement.

City reserves the right of entry for its employees and agents to inspect the Leased Premises as deemed necessary by City, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the Leased Premises. City shall provide reasonable prior notice of the exercise of such right except in case of an emergency, and shall take reasonable measures to avoid interference with Lessee's business operations in doing so.

Lessee shall be given reasonable notice when any such work may become necessary and will reasonably adjust operations to permit City to proceed expeditiously with such work. Subject to City's maintenance and repair obligations as expressly set forth above, City shall not be liable to Lessee for injury or damage that may result from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from interruption of Lessee's use of the Leased Premises during any repairs by City. Lessee waives any right to repair the Leased Premises at the expense of City under any applicable law.

Lessee shall remove all improvements installed by lessee upon termination of this lease without cost to the City, or said improvements will

revert to the City, at the City's option. Such option shall only be effective if provided by City in writing to Lessee. All improvements and alterations require prior written approval of the Airport Manager.

- b. Lessee shall comply with the City's rules and regulations relating to use of the City of South Lake Tahoe Airport and Airport Ramp, including but limited to the following:
    - i. All power tools used by Lessee shall be grounded;
    - ii. Paints, solvents, thinners, and other flammable or combustible liquids or materials may not be used in/on the ramp area;
    - iii. Flammable and Combustible materials must be stored in accordance with the current Fire Codes, current City Codes and Airport Rules and Regulations;
    - iv. There shall be no open flames or welding in the Ramp at any time; and
    - v. There shall be no smoking in the Ramp or on the airside (restricted area) at any time.
    - vi. Ramp doors shall remain closed when wind gusts over 40 knots are occurring or forecasted.
  - c. Lessee shall remove all improvements installed by Lessee upon termination of this Lease without cost to the City, or will revert to the City, at the City's option. Such option shall only be effective if provided by City in writing to Lessee. All improvements and alterations require prior written approval of the City.
6. Use. Lessee's right to use the Premises is exclusive, and Lessee and the City, its agents, employees and contractors shall have the right to enter the Premises for any purpose that does not unreasonably interfere with the rights granted to Lessee under this Lease Agreement. Such purposes may include but are not limited to the City entering to: inspect the Premises; show the Premises to prospective tenants; determine whether Lessee is complying with the Lease Agreement; make repairs, alterations or improvements.

Lessee hereby acknowledges that the use of the Premises consists of storage of personal property.

**THE PARTIES AGREE THAT THIS AGREEMENT AND THE RIGHTS, DUTIES, AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND SUBJECT TO THE CALIFORNIA SELF-SERVICE STORAGE FACILITY ACT, BUSINESS AND PROFESSIONS CODE SECTION 21700, ET SEQ. THE LESSEE'S PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN AND MAY BE SOLD TO SATISFY THE LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR FOURTEEN (14) CONSECUTIVE DAYS.**

- a. Qualifications on Use. No commercial activity or operations of any kind, including commercial aircraft services and repairs, shall be conducted by Lessee or its authorized subtenants in, from, or around the hangars or on any other portion of the Airport grounds.

Lessee's right to use the Premises is exclusive, and Lessee and subject to Section 5.a of this Lease, the City, its agents, employees and contractors shall have the right to enter the Premises for any purpose that does not unreasonably interfere with the rights granted to Lessee under this Lease Agreement. Such purposes may include but are not limited to the City entering to: inspect the Premises; show the Premises to prospective tenants; determine whether Lessee is complying with the Lease Agreement; make repairs, alterations or improvements. Lessee and its authorized subtenants are not allowed to sell, store, or dispense fuel in or around the hangars or on any other portion of the Leased Premises or the Airport grounds. Aircraft maintenance as provided for under Agreement is restricted to private preventative maintenance specified in Title 14 of the Code of Federal Regulations, Part 43, and such maintenance shall be conducted solely in the hangars. Notwithstanding any of the foregoing, spray painting and welding of any kind is expressly prohibited and nothing contained in this paragraph shall be construed as Lessee waiving its rights or Landlord interfering with Lessee's rights under the FAA's AC No. 150/5190-6. Lessee shall ensure that the performance of such preventative maintenance work shall not become or evolve into a commercial activity, operation or enterprise.

- b. Prior Encumbrances. This Lease is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title which may affect the Premises. Lessee accepts the Premises in its present condition.
- c. Licenses, Permits, etc. Lessee shall, at Lessee's own cost and expense, obtain and maintain all licenses, permits, certificates or other authorizations of any governmental authority having jurisdiction over the Leased Premises and Lessee's use of the Leased Premises; without limiting the generality of the foregoing, Lessee shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Premises for the purposes hereunder, except for those requiring major Alterations the Leased Premises as distinguished from those relating to furniture, fixtures or equipment of Lessee therein. Lessee shall indemnify and save City harmless from and against any claims, penalties, losses, damages or expenses imposed by reason of Lessee's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.

d. Illegal purpose and property.

Lessee shall not store any property which is illegal in nature nor shall lessee use the Premises for any purpose that does not comply with all laws, including local, State, Federal laws, and TVL, FAA and TSA regulations. These include but are not limited to the following uses:

- i. use as a residence;
- ii. operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office;
- iii. activities that impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar;
- iv. activities that displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- v. long-term storage of derelict aircraft and parts;
- vi. storage of fuel and other dangerous and Hazmat materials; or
- vii. storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use.

7. Termination. This Lease Agreement may be terminated by City or Lessee immediately for cause or without cause upon thirty days (30) days written notice of termination. Notice shall be given by email or Certified service from the USPS.

Termination, revocation, or expiration of this Lease Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

Upon termination, revocation or expiration of this Lease, Lessee shall discontinue the use of the Premises and remove from the Premises all personal property. Lessee shall restore the Premises as nearly as possible to the condition in which they existed immediately prior to the execution of this Lease including removal of all trash/garbage and sweeping. Property of Lessee not removed from the Premises within two (2) days after the termination, revocation, or expiration of this Lease, shall become the property of the city.

If this Lease is terminated, City shall have all of the rights and remedies of a landlord provided by Civil Code section 1951.2, in addition to any other rights and remedies City may have. The damages which City may recover shall include without limitation; (i) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of the rental that Lessee proves could have been reasonably avoided; (iii) the worth at the time of award computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%) of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that

Lessee proves could be reasonably avoided; (iv) all reasonable legal expenses and other related costs incurred by City following Lessee's default; (v) all reasonable costs incurred by City in restoring the Premises in good order and condition to re-lease the Premises; and (vi) all reasonable costs, including without limitation, any brokerage commissions incurred by City in re-leasing the Premises.

8. Maintenance of Common Shared Premises. Lessee agrees to be liable and reimburse Landlord for all damage to roadways, taxiways, and other permanent surfaces caused by the aircraft or equipment of Lessee or its subtenant(s), except for ordinary wear and tear.
9. Noninterference with Landing and Taking Off. By accepting this lease, Lessee agrees for itself, its successors and assigns that it will not make use of the Leased Premises 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, the Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.
10. Indemnity. Lessee hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Lease Agreement or caused in any way by Lessee's use of the Premises, except for any such claims arising out of the negligence or willful misconduct of the City.

Lessee further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Lease Agreement, and Lessee's use of the Premises pursuant to this agreement.

#### 11. Insurance and Registration Requirements.

- a. Lessee, at Lessee's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
- b. Automobile Liability Insurance: Lessee shall obtain and maintain continuously in effect at all times during the terms hereof, the following insurance policy: Automobile liability (any auto): \$100,000.00 (per occurrence).
- c. Hangar Liability Insurance. Lessee shall maintain in full force and effect for the period covered by this Agreement, a policy of Premises Liability (commonly referred to as Hangar Keeper's) Insurance with a minimum

limit of \$500,000 each occurrence for Bodily Insurance and Property Damage Liability.

- d. Lessee shall name City as additional insured on all policies and such insurance shall be the primary with respect to the City. Lessee shall provide to City certificates and endorsements evidencing all required insurance prior to taking possession of the Premises, keep insurance current and provide proof.
- e. All insurance policies required herein shall contain a provision that written notice of cancellation or changes in coverage limits shall be delivered to City thirty (30) days in advance, except for cancellation for nonpayment which shall be delivered to City with certification or proof of current insurance prior to use of the Ramp by Lessee.

12. Leasehold Improvements. During the Term, Lessee shall maintain in full force and effect on all leasehold improvements installed by Lessee after the commencement date of this Lease, interior and exterior signage, fixtures, merchandise, and other personal property of the Lessee from time to time in, on or upon the Leased Premises, fire and extended coverage insurance in the amount of the full replacement value thereof containing sprinkler leakage, replacement cost and inflation endorsements, and providing for no deductible in excess of two thousand dollars (\$2,000) per loss. All proceeds from the insurance required pursuant to this subsection shall be used for the repair or replacement of the property damaged or destroyed. Both City and Lessee shall be named as co-insureds as to coverage of leasehold improvements, and alterations, though not as to Lessee's personal property.

13. Trash Removal. Lessee agrees to use the dumpster at the airport terminal location only to dispose of small amounts of refuse generated at the hangar and associated with the storage and maintenance of light aircraft. Use of this airport-sponsored receptacle to dispose of house trash, construction debris, or other refuse from outside sources is prohibited.

14. Waste Oil. To dispose of spent motor oil generated from the maintenance of their own aircraft, Lessee agrees to contact airport maintenance staff who will dispose of the used oil in airport approved containers or dispose of in a legal manner off the premises. Dispose of hydraulic fluid, brake fluids, antifreeze, or other fluids is prohibited.

15. Hangar Doors. Lessee agrees to keep hangar doors closed when wind gusts over forty (40) knots are occurring or forecast. Repair and maintenance of all parts of a hangar including the hangar doors, electrical and lights shall be performed by Airport Staff.

16. Airport Safety and Security. Lessee shall make every effort to prevent unauthorized persons from using the air operations area of the Airport, and shall make every effort to keep the City's premises secure and safe. Lessee is responsible for informing all agents, employees, representatives, licensees, invitees and guests of security procedures in full force and effect. Lessee shall provide (and pay for) Airport Administration with 10-year background check and finger prints of all employees/users request to have Airport ramp access if required by the Airport Director.

Lessee agrees to abide by all Security requirements as set forth by the Airport Director including 49 CFR Parts 1500-1699 as necessary, including but not limited to: background checks, security badging, and additional security procedures.

Lessee understands that failure to operate aircraft in a safe manner or conduct oneself in a safe manor may result in hangar Lease being revoked. In addition, abuse of Airport Rules and Regulations, Minimum Standards, Policies and Procedures or unauthorized use of hangars may result in hangar Lease being revoked.

17. Non-Discrimination. The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- a. 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 the Subject Property or Lessee's Improvements.
- b. 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 subjected to discrimination,
- c. The Lessee shall use the Subject Property and Lessee's Improvements 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.

18. Hazardous Materials. Lessee, at all times, shall keep the Leased Premises and common areas free of non-contained Hazardous Materials. Lessee shall not generate, manufacture, release, or dispose of Hazardous Materials in, on, or about the Leased Premises or the Common Areas. Notwithstanding the foregoing, Lessee shall be entitled to utilize reasonable quantities of Hazardous Materials of the type typically used in Lessee's business operations in compliance with all applicable laws and regulations.

Lessee acknowledges that it is responsible for Lessee's compliance during the entire term of this Agreement with all federal, state, and local laws, rules and regulations

relating to the emission into the air, discharge onto lands and ground and surface waters, storage, use, and disposal of hazardous or toxic materials, substances, and wastes (collectively, "Hazardous Materials") by Lessee, and all other federal, state and local environmental laws, rules and regulations applicable to Lessee's use of the Leased Premises (collectively, "Environmental Laws"). Lessee shall not store, use, or dispose of on the Leased Premises or the Airport grounds any Hazardous Materials except in strict compliance with all applicable Environmental Laws and as otherwise set forth herein. Further, Lessee shall not permit any of its subtenants to store, use, or dispose of any Hazardous Materials on the Leased Premises or Airport grounds except in strict compliance with all applicable Environmental Laws and as otherwise set forth herein.

In the event that Lessee or any of its subtenants causes or contributes to any soil, air, groundwater, surface water, or other environmental contamination (collectively, "Environmental Contamination"), or if any Environmental Contamination is attributable to any Hazardous Materials brought onto the Leased Premises or the Airport grounds by Lessee or any of its subtenants, Lessee shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such Environmental Contamination. Prior to undertaking any investigatory or remedial action, however, Lessee shall first obtain Landlord's approval of any proposed investigatory or remedial action, which shall not be unreasonably withheld, conditioned, or delayed. Should Lessee fail at any time to promptly take such action, Landlord may enter the Leased Premises and undertake such action at Lessee's sole cost and expense, and Lessee shall reimburse Landlord for all such expenses within thirty (30) days of being billed for those expenses, and any amount not paid within that thirty (30) day period shall thereafter be deemed delinquent rent. These obligations are in addition to any defense and indemnity obligations that Lessee may have under this Agreement.

"Hazardous Materials" shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 USC Sec. 9601, et seq.; the hazardous Materials Transportation Act, 49 USC 1801 1 et seq.; the Resource Conservation and Recovery Act, 42 uses Sec. 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code and in the regulations adopted and publications promulgated pursuant to said laws.

19. Airport Access. Lessee agrees that Airport gate access cards will be issued only upon successful completion of the ground vehicle driving test and cannot be loaned or given to any person other than Lessee. Lessee agrees that Airport hangar keys will be issued to Lessee and cannot be used by any person other than lessee. Duplication of Airport issued hangar keys is prohibited.

20. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe  
1901 Airport Road, Suite 100  
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office  
City of South Lake Tahoe  
1901 Airport Road, Suite 300  
South Lake Tahoe, CA 96150

If to Lessee: [Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)

Provide a copy to: [Click here to enter text.](#)  
[Click here to enter text.](#)

21. Assignment and Subleasing. This Lease is personal to Lessee. As such, Lessee has no right to assign this Lease in whole or in part or sublease the Premises in whole or in part. Lessee may not grant concessions in or upon the Premises without the prior written approval of the City. Neither this Lease nor any interest in this Lease shall be assignable without the prior written consent of City.

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

23. Taxes. The Lessee shall pay all taxes, licenses, fees and other lawfully levied monies imposed as a result of this tenancy to the appropriate government entity.  
**NOTICE IS HEREBY GIVEN THAT PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE SECTION §107.6, THAT THIS LEASE MAY CREATE A POSSESSORY INTEREST AND, IN THAT EVENT, OCCUPANT IS HEREBY OBLIGATED TO PAY ANY AND ALL REAL PROPERTY TAXES LEVIED ON SAID POSSESSORY INTEREST.**

24. Controlling Law Venue. This Lease Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this

Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

- 25. Amendments. This Lease Agreement may be modified or amended only by a written document executed by both Lessee and City and approved as to form by the City Attorney.
- 26. Severability. If any term or portion of this Lease Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease Agreement shall continue in full force and effect.
- 27. Entire Agreement. This Lease Agreement constitutes the complete and exclusive statement of Agreement between City and Lessee. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Lease Agreement.
- 28. Execution. This Lease Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Lease Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 29. Authority to Enter Agreement. Lessee has all requisite power and authority to execute, deliver, and perform under this Lease Agreement. Each party warrants that the individuals who have signed this Lease Agreement have the legal power, right, and authority to make this Lease Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF SOUTH LAKE TAHOE:**

**LESSEE: NAME OF LESSEE**

By \_\_\_\_\_  
Frank Rush, Jr, City Manager

By \_\_\_\_\_  
[Click here to enter text.](#)

APPROVED AS TO FORM:

By \_\_\_\_\_  
Heather Stroud, City Attorney

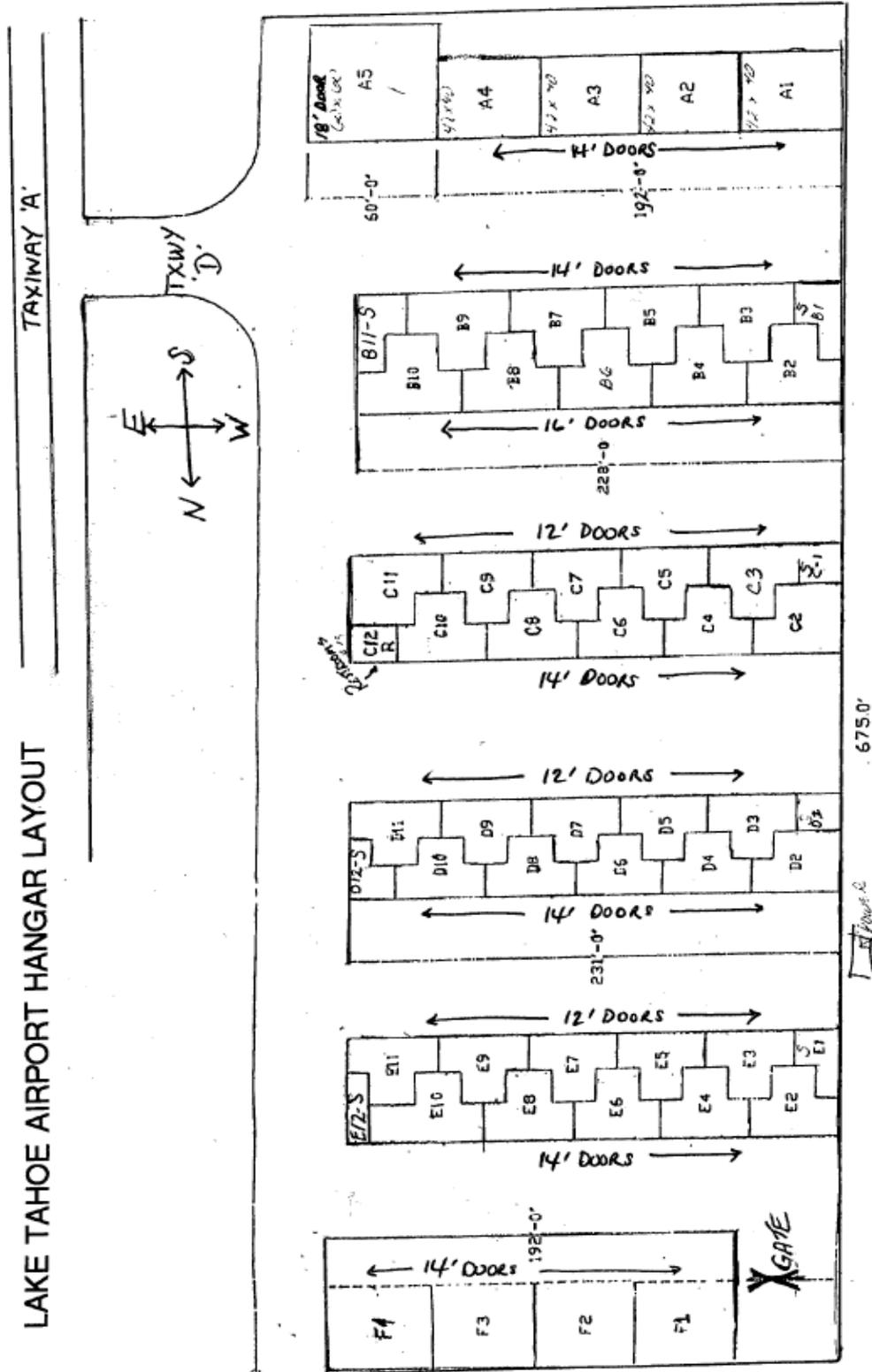
ATTEST:

By \_\_\_\_\_  
Sue Blankenship, Assistant City Clerk

Attachments:  
Exhibit A – Description of the Premises (See Next Page)

## EXHIBIT A

### DESCRIPTION OF THE PREMISES HANGAR



ALL HANGAR ROOFS SLOPE TO THE SOUTH