

## LEASE AGREEMENT

This Lease Agreement is made and entered into as of the first day of **DATE** by and between the **City of South Lake Tahoe**, a municipal corporation (“City”) and **TENANT LEGAL NAME** (“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 conducting his business known as **TENANT NAME** which provides **WRITE OUT TYPE OF AERONAUTICAL BUSINESS ACTIVITIES PROVIDED BY TENANT** to members of the public.

### 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): use of **LOCATION, OFFICE # AND SQUARE FOOTAGE OF SPACE**, located at 1901 Airport Road South Lake Tahoe, CA 96150 for the purpose of conducting Lessee’s business, **TENANT LEGAL NAME** which provides **WRITE OUT TYPE OF AERONAUTICAL BUSINESS ACTIVITIES PROVIDED BY TENANT**.

This lease is revocable by either the City or the Lessee on 30 days advance written notice. Both parties agree that, notwithstanding any expenditure, regardless of the amount incurred with respect to the Premises as defined herein, either party shall have the right to revoke this lease at any time and for any reason by giving the other party 30 days advance written notice. Both parties agree not to contest the other party’s right to revoke this lease upon the giving of such notice.

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 1901 Airport Road, South Lake Tahoe, CA 96150.
3. Term of Lease. The term of this Lease shall be month to month, commencing on the date set forth above.

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,

# LAKE TAHOE airport

together with all improvements except as hereinabove provided, and any fixtures and equipment in good condition, reasonable wear and tear or maintenance required to be made by City hereunder, damage by casualty, or taking by condemnation excepted.

In the event Lessee holds over the term of this Lease with the consent of the City, such holding over shall be deemed a tenancy from month-to-month, subject to all other provisions of this Lease Agreement, and the rental rate paid by Lessee shall remain in effect throughout the holdover period.

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 sum of \$xxxxx**. Such lease fee shall include all utilities with the exception of telephone, internet data and cable services. 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.

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.

- a. Extension of Lease Term. In the event the parties agree to extend the term of this Lease, Lessee shall pay the next payment due on or before the date the additional term commences. Upon expiration of the term of this Lease and at the expiration of any additional term(s), the city shall have the right to modify the Lease fee for the additional term(s).
- 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 charge of \$50.00 as a late charge.
- c. Utilities. Lessor agrees to pay before delinquency all charges for natural gas, electricity, water and sewer charges including connection charges if the services are separated 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.
- d. CONSUMER PRICE INDEX (CPI). So long as this Lease is in effect, Lessee shall pay to CITY as additional rent a cost of living adjustment

# LAKE TAHOE airport

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.

- e. Lessee shall pay the following refundable deposits prior to taking possession of the property:

**Rent/Security Deposit:     \$750.00**  
**Gate Card:                     \$50.00 per card**  
**Office Key:                     \$25.00 per key**

- f. 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.
- g. Landlord's Right of Entry. All due care will be made to minimize interruptions to the tenant's operations when feasible. In the case of an emergency, the City reserves the right to access the office without prior notice or coordination with the Lessee.

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

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

# LAKE TAHOE airport

provisions of this Lease, 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 reasonable, out-of-pocket 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.

- a. Lessee shall remove all improvements installed by lessee subsequent to the commencement date of this Lease 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, with such notice to be given at least sixty (60) days prior to the expiration or sooner termination of this Lease. All improvements and alterations may require prior written approval of the City Council.
6. Use. 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.

# LAKE TAHOE airport

Lessee hereby acknowledges that the use of the Premises consists of conducting **DESCRIBE BUSINESS ACTIVITIES**. Lessee at its sole cost shall provide all other necessary supplies, equipment, furnishings and personnel necessary for the administration, staffing, operation and maintenance of the Premises.

- a. Qualifications on Use. Lessee's right to use the Premises shall be for **TENANT LEGAL NAME** which provides **WRITE OUT TYPE OF AERONAUTICAL BUSINESS ACTIVITIES PROVIDED BY TENANT**. All other uses shall be considered a breach of this Lease Agreement, and shall give the City authority to immediately terminate this Lease.
- 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. Licensing Requirements: Lessee warrants that it agrees to obtain a City of South Lake Tahoe Business License if Lessee's company is located in or provides services in the City.

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. Parking. Employee parking shall be permitted without charge in assigned areas as designated by the Airport Manager. Employees shall obtain a parking permit from the Airport Administration office and display the permit in their vehicles at all times if required by the Airport Manager.
- e. FAA Requirements. If the Lessee's business activities are aeronautical in nature the Lessee shall comply with the following procedures adopted by the City of South Lake Tahoe which comply with the Federal Aviation Administration's requirements:

# LAKE TAHOE airport

- i. Lake Tahoe Airport Rules and Regulations
- ii. Lake Tahoe Airport Minimum Standards
- iii. Lake Tahoe Airport Policies and Procedures

f. Common Areas. Common areas of the Airport building and outside premises (located at 1901 Airport Rd. South Lake Tahoe, CA 96150) shall be used for ingress and egress purposes only. Loitering in common areas by Lessee or any employee of Lessee is strictly prohibited.

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.

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, upon written notice from City, 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 reasonable wear and tear or maintenance required to be made by City hereunder, damage by casualty, or taking by condemnation excepted. Property of Lessee not removed from the Premises within 60 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 out-of-pocket 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. 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

# LAKE TAHOE airport

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. City hereby releases Lessee from any and all liability or claims related to the negligence or willful misconduct of the City or its agents or employees.

City does not, and shall not, waive any rights against Lessee which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Lessee, of any of the insurance policies hereinafter set forth. Subject to the waiver of subrogation provisions of this Lease, this hold harmless agreement by Lessee shall apply to all damages and claims for damages, or alleged to have been suffered, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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.

## 9. Insurance Requirements.

- a. Lessee, at Lessee's own cost and expense, shall procure and maintain, for the duration of the Agreement, the following insurance policies.
  - i. Workers' Compensation Coverage. Lessee shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Lessee shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Lessee shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Lessee for City.
  - ii. Automobile Liability Coverage. Lessee shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Lessee arising out of or in connection with the work to be performed under this Agreement, including coverage for

# LAKE TAHOE airport

owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

- iii. Commercial Liability Coverage. Lessee shall maintain in full force and effect for the period covered by this Agreement, commercial general liability insurance. This insurance shall include, but shall not be limited to, comprehensive general liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Lessee's operations in the performance of this Agreement. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and Property damage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) per aggregate. The insurance shall include coverage for the following: (i) Premises/Operations; (ii) Contractual; (iii) Broad Form Property Damage and (iv) Personal Injury.
- iv. Aircraft Liability Insurance (if applicable). Lessee shall maintain in full force and effect for the period covered by this Agreement, a policy of Aircraft Liability Insurance with a minimum limit of \$500,000 each occurrence for Bodily Insurance and Property Damage Liability, which may be subject to a Passenger Liability limit of \$100,000 each passenger. The Aircraft Liability Policy shall be endorsed to name City of South Lake Tahoe as an additionally insured for the full amount of the policy limits.
- v. 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 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-insured's as to coverage of leasehold improvements, and alterations, though not as to Lessee's personal property. Lessor shall maintain similar fire and extended coverage insurance upon the building presently located upon the Premises in the amount of the full replacement

# LAKE TAHOE airport

value thereof containing sprinkler leakage, replacement cost and inflation endorsements.

- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's with respect to Lessee's operations under Lessee's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Lessee, including materials, parts or equipment furnished in connection with such work or operations.
  - ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.
  - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Lessee.
  - iv. The insurer waives all rights of subrogation against City except for Lessee's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
  - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
  - vi. No policies of insurance carried by Lessee shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City (10 days' notice in case of non-payment of premium).
- c. Deductibles and Self-Insured Retentions. The Lessee shall be responsible for all deductibles in all of Lessee's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable in keeping with Lessee's general operations.
- d. Certificates of Insurance. Lessee shall provide certificates of insurance with original or copies of endorsements to City as evidence of the insurance coverage required herein. Lessee shall not commence work

# LAKE TAHOE airport

under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Lessee allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved.

10. Hazardous Materials. Lessee, its Agents, Employees and contractors, at all times, shall keep the Leased Premises and common areas free of Hazardous Materials (as hereinafter defined) to the extent caused by Lessee or its Agents, Employees, or contractors. Lessee shall not use, generate, manufacture, store, release, or dispose of Hazardous Materials in, on, or about the Leased Premises or the Common Areas. "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. Notwithstanding the foregoing, Lessee shall be entitled to utilize and store reasonable quantities of Hazardous Materials of the type typically used in Lessee's business operations in compliance with all applicable laws and regulations.

11. 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 Rd.  
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: **NAME, ADDRESS, EMAIL, TELEPHONE #**

12. 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

# LAKE TAHOE airport

the prior written approval of the City, not to be unreasonably withheld, conditioned, or delayed. Neither this Lease nor any interest in this Lease shall be assignable without the prior written consent of City, not to be unreasonably withheld, conditioned, or delayed.

13. 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.
14. 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.
15. Equal Opportunity Employment. Lessee represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Lessee shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.
16. Drug-Free Workplace Certification. By signing this Agreement, Lessee hereby certifies under penalty of perjury under the laws of the State of California that the Lessee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
  - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The person's or organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance program; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

# LAKE TAHOE airport

- i. Will receive a copy of the Lessee's drug-free policy statement; and
- ii. Will agree to abide by the terms of the Lessee's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Lessee may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

17. Americans with Disabilities Act. By signing this Agreement, Lessee assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.
18. Subordination. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of California relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of California.
19. Title. Title to the building upon which the Lessee shall enjoy use shall remain with the Lessor and shall be not be transferable. Upon termination of this lease, the Lessee shall remove personal property, and restore the leased property to its original condition, unless otherwise agreed by in writing by Lessor.
20. National Emergency. During time of War or other State or National emergency, the Lessor shall have the right to suspend this Contract, and to turn over operation and control of the Airport to the State of California and/or the United States Government During any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure.
21. 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

# LAKE TAHOE airport

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.

22. 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.
23. 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.
24. 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.**
25. 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.
26. 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.
27. Time is of the Essence. Time is of the essence for this Agreement.

# LAKE TAHOE airport

28. 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 \_\_\_\_\_  
Dirk Brazil, Interim City Manager

By \_\_\_\_\_  
**NAME AND TITLE OF OFFICER**

Business License # \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

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

Attachments:

Exhibit A – Description of the Premises

# LAKE TAHOE airport

## EXHIBIT A

### DESCRIPTION OF THE PREMISES OFFICE # AND LOCATION SAMPLE LOCATION MAP BELOW



### AIRPORT TERMINAL/CITY HALL

1901 AIRPORT ROAD, SOUTH LAKE TAHOE, CALIFORNIA, 965150



EXHIBIT "A" LOCATION MAP

