

**NEW BOX HANGAR
AIRPORT HANGAR LEASE AGREEMENT**

This Airport Hangar Lease Agreement (“Lease Agreement”) entered into on _____, (“Execution Date”), by and between the City of Visalia (“Landlord” or “City”) and _____ (“Tenant”), is made with reference to the following:

RECITALS:

A. Landlord is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City of Visalia.

B. Landlord is the owner and proprietor of the Visalia Municipal Airport located in the City of Visalia, and is the owner of certain real property described herein as the “Premises.”

C. Tenant represents that the information contained in Exhibits 1 and 2 is true and correct.

D. The Landlord and Tenant desire to enter into this Lease Agreement for an initial Four(4) year period after which with both sides approval the Lease Agreement may be extended up to an additional Six (6) years at a newly agreed upon fair market value lease rate at that time for a total term not to exceed Ten(10) years.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

AGREEMENT

SECTION 1. RECITALS

The above recitals are true and correct and are hereby incorporated as a term and condition of this Lease Agreement.

SECTION 2. PREMISES

2.1. Premises Defined. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the portion of real property located at the Visalia Municipal Airport and commonly referred to as New Box Hangar 1/2/3/4 (the “Premises”).

2.2. Condition of the Premises. Tenant accepts the Premises “AS IS,” subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Tenant acknowledges that neither the Landlord nor its agents have made any representation or warranty as to the physical state of the Premises, or any present or future suitability of the Premises.

SECTION 3. TERM

3.1 Term. The term of this Lease Agreement shall be for four(4) years commencing from the Execution Date with an option for an extension of up to six(6) years if both parties agree after the initial four (4) year period, which would bring the total term to ten (10) years.

SECTION 4. BASIC RENTAL OBLIGATION

4.1. Rental Amount. TENANT agrees to pay to Landlord as rent for the premises, the sum \$ 1,750.00 Dollars per month in advance, all due and payable on or before the 1st day of each and every month throughout the term of this Rental Agreement. Said rent shall be paid to Landlord without deduction, offsets, prior notice or demand.

Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. Landlord may, at its option, terminate the Lease Agreement in the event that Tenant fails to pay the Basic Rental obligation in a timely manner.

4.2. Late Charges. In the event that Tenant fails to pay the above-described Basic Rental within ten (10) calendar days after such payment is due, Tenant shall be obligated to pay a late charge in the amount of ten percent (10%) of the Basic Rental amount for that month ("Late Charges"). Late Charges shall constitute Additional Rental and shall be payable with the next installment of Basic Rental.

4.3. Rental Adjustments. The previous years monthly rent shall be multiplied by the percentage increase or decrease in the Consumer Price Index, (CPIU) for the average of Los Angeles and San Francisco (all urban consumers, all items), for the previous year from April 1 to March 31. Said rent adjustment will become effective January 1st of each year, based on the previous year's figures.

SECTION 5. CONTROL OF ACCESS

Landlord, at its option and in its sole discretion, may at any time control and limit access to, in or about, the Visalia Airport for the public health, safety, welfare, or any public purpose. Landlord shall not be liable or responsible for any damages arising therefrom to the Premises, buildings, structures, installations or improvements thereon. Tenant further agrees any such action by Landlord does not entitle Tenant to a proration of any Basic Rental.

SECTION 6. PERMITTED USE AND ACTIVITY

6.1. Permitted Use. Tenant may use the Premises only for the storage of permitted aircraft identified herein in Exhibit 1 ("Permitted Aircraft") and for the storage of aircraft related equipment related to such Permitted Aircraft. Tenant represents that he/she has an ownership

interest in said Permitted Aircraft. In the event that Tenant seeks to substitute aircraft other than those listed as Permitted Aircraft, Tenant must submit a proposed aircraft identification form (Exhibit 1) to the Airport Manager, along with proof of insurance in compliance with Section 13, below, for the Airport Manager's written consent. The Airport Manager may request documents confirming an ownership interest in the proposed aircraft or other documents as deemed necessary in his/her reasonable discretion.

If Tenant stores, or permits the storage, of any aircraft that is not a Permitted Aircraft, at the Premises, such aircraft shall be subject to assessment of overnight transient aircraft fees and/or impoundment, at the discretion of the Airport Manager. The assessment or collection of such fees shall not create any right for Tenant to continue to use the Premises for the storage of any aircraft that is not a Permitted Aircraft, nor shall it be deemed a waiver by Landlord of any rights hereunder.

Upon approval by the Airport Manager, which shall not be unreasonably withheld, the Premises may be used for the sole purpose of constructing "experimental aircraft" as defined by the FAA. In the event Tenant desires to engage in the construction of any experimental aircraft on the Premises, Tenant shall provide such request to the Airport Manager of such activity in writing. The parties understand and agree that the building of an experimental aircraft is a uniquely complex activity, typically taking more than five (5) years to complete. Tenant agrees that in the event he/she begins construction of an experimental aircraft on the premises, such construction shall not be halted for more than 4 continuous months at any one time, unless an extension is requested of and granted by the Airport Manager due to verifiable hardship.

The parking of Tenant's private vehicle is permitted only while Tenant is using the aircraft. Any motor vehicle of Tenant, or of Tenant's guests, not parked within the hangar, or a tie-down space, shall be parked in designated parking areas. Commercial vehicles, large trucks with more than two axles, campers, busses, recreational vehicles or "RVs", farm labor vehicles, trailers, watercraft, and boats may not be stored inside Tenant's hangar and are prohibited under this section. Tenant's right to store a passenger vehicle inside Tenant's hangar is conditioned upon Tenant's maintaining of an ownership interest in the Permitted Aircraft that is registered with Airport staff for storage in Tenant's hangar.

Tenant may perform repairs and preventive maintenance to Tenant's aircraft, provided said repairs and preventive maintenance activities are limited to "Owner Approved" Preventative Maintenance as defined by FAR Part 43. Provided also that any repair and/or preventive maintenance performed in or about the premises which violates City of Visalia fire codes, causes structural or other damage to Landlord's property including surfaces, or detracts from a clean and orderly appearance of the airport is prohibited.

6.2. Visalia Municipal Airport Rules and Restrictions. Landlord shall have the right from time to time during the term of this Lease Agreement to promulgate rules and regulations and amendments and additions thereto for the safety, care and cleanliness of the premises and all other portions of the Visalia Municipal Airport. Upon delivery of a copy of such rules and regulations or any amendments or additions thereto, Tenant shall comply with said rules and regulations and any amendments or additions thereto. Any and all significant modification to the Rules and Regulations proposed by the Airport Committee shall be noted to all Tenants and an opportunity provided for Tenants to comment on the proposed changes before they become

effective. If there is any conflict between the rules and regulations and any provisions of this Lease Agreement, the provisions of this Lease Agreement shall prevail.

6.3. Additional Use Restrictions. Except as otherwise specified in Section 6.1, Tenant is expressly prohibited from conducting any other use, activity or operation in, on or about the Premises. Tenant shall be prohibited from: (i) conducting heavy maintenance or causing heavy maintenance to be conducted in, on or about the Premises; (ii) storing any item other than Permitted Aircraft or ancillary aircraft equipment related to Permitted Aircraft in violation with Visalia Airport Rules and Regulations, the Visalia Airport Hangar and Tiedown Policy, the Uniform Fire Code, the Uniform Building Code, FAA Rules and Regulations or any other applicable federal, state, or local laws, rules or regulations; (iii) storage of aircraft parts such as, fuselages, wing sections, etc., unless reasonable and verifiable progress is made to either restore or repair the Permitted Aircraft, or to complete an experimental aircraft as provided herein; (iv) conducting commercial activity of any nature whatsoever without first obtaining a commercial Operators Permit; (v) storing of any vehicle except that of the tenant or his/her guest(s) while the aircraft is being used; (vi) any type or form of residential use, (vii) place or display any sign, display, advertisement or decoration on the premises without the prior written consent of the Landlord, and (viii) using or occupying the Premises, or permit any act or omission in or about the Premises in violation of any Applicable Law as defined below.

6.4. Material Breach. Tenant's failure to comply with this Section 6 shall be deemed a material breach of this Lease Agreement.

SECTION 7. COMPLIANCE

7.1. Applicable Law. Tenant shall comply with all applicable municipal, county, state or federal laws, ordinances, rules, regulations, policies and programs in effect or hereinafter adopted by the City of Visalia, County of Tulare, State of California or the United States ("Applicable Law"). Tenant shall discontinue immediately any use of the Premises which is declared by any governmental authority to be a violation of Applicable Law.

7.2. Compliance with Access System. Landlord has implemented security measures at the Visalia Municipal Airport to prevent unauthorized access. Tenant agrees to comply fully with all conditions of the established access system and any other security program implemented by the Landlord. Tenant's guests and their vehicles may have authorized access to Airport property only when Tenant's guests' access occurs with and simultaneous to Tenant's access. Tenant assumes all responsibility for the acts and/or omissions of Tenant's guests while on Airport property.

7.3. NFPA 409: Standard on Aircraft Hangars. Tenant shall maintain in the Premises during the entire Lease Term, not less than one (1) 2A20BC type fire extinguisher on the premises and Tenant shall inspect all such fire extinguisher not less frequently than once each month to assure that the said extinguisher(s) are fully charged and in good operational condition

SECTION 8. TENANT'S OBLIGATION TO PAY TAXES

The term "Tax Year" shall mean and refer to each twelve (12) month period (deemed, for

the purpose of this Section, to have 365 days) established as the real estate tax year by the taxing authorities having lawful jurisdiction over the Airport.

Tenant shall pay in each Tax Year during the Term, directly to the appropriate taxing authorities, all due and owing taxes, including real estate taxes, bonds, levies or charges, ad valorem taxes and assessments, possessory interest taxes, general and special assessments, taxes on the Premises, or any other tax imposed upon or levied upon Tenant, including taxes upon leasehold improvements payable with respect to or allocable to the Premises, and all land and all buildings and improvements situated thereon.

SECTION 9. ASSIGNMENTS SUBJECT TO APPROVAL; EXPRESS RESTRICTION OF SUBLEASING

Tenant shall not assign, hypothecate, or in any manner transfer any interest in this Lease Agreement to any person or entity directly or indirectly, by operation of law or otherwise, without first securing Landlord's express and written approval of such transfer. Any attempt by Tenant to assign, hypothecate, or transfer an interest in this Lease Agreement, including transfers made at or after Tenant's death, and without the express written approval of Landlord, shall be null and void and any purported assignee shall acquire no right or interest by reason of such attempted assignment or transfer. Any purported assignee who improperly receives or makes a transfer of Tenant's interest in this Lease Agreement, and does so in violation of this Agreement, shall be jointly and severally liable with Tenant for contract damages under California Civil Code Sections 1995.330 and 1995.320.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Tenant or of any general partner or syndicate member of Tenant, if a partnership or joint venture or syndicate exists, which shall result in changing the control of Tenant, shall be construed as an assignment of this Lease Agreement. "Control" means fifty percent (50%) or more of the voting power of the corporation.

Tenant agrees to be bound by an express restriction on any and all forms of subleasing of the leased Premises as required by this Lease Agreement. This express restriction on subleasing contained herein is consistent with California Civil Code section 1995.230.

SECTION 10. MAINTENANCE, REPAIR AND ALTERATION OF TENANT IMPROVEMENTS

At Tenant's sole cost and expense, Tenant agrees to maintain, repair, and keep in good order, condition, and appearance, the Premises and the improvements constructed thereon in a safe, clean, and sanitary condition with the exception of the Landlord's repair and maintenance obligations which include the structural portion of the Demised Premises, the roof, roof system, hangar doors, gutters including downspouts, skylights, the foundation, parking areas, exterior lighting, utilities up to connection at the building. Tenant is expressly prohibited from materially altering the hangar structure, floor, walls, exterior or adjoining common use areas, or constructing any structure or facility within the hangar, without the expressed written consent of the Airport Manager. For the purposes of this section a material alteration is defined as any alteration requiring the issuance of a permit from the city, or that which significantly alters the appearance, character, or composition of the hangar or of any of its structural components.

Failure to receive prior written consent shall be considered a material default of this Lease Agreement. This section shall only apply to new improvements undertaken by Tenant following the execution of this Lease. Upon providing Tenant with reasonable written notice, Landlord may enter the Premises for the purpose of inspection, or to make alterations, repairs, improvements, or additions to the Premises as Landlord deems necessary or desirable. Upon determination of the existence of maintenance or repair violations, Tenant agrees to correct immediately each and every violation. Tenant also agrees to not allow refuse, garbage, or trash to accumulate on or adjacent to the Premises. Such waste materials must be kept in appropriate receptacles located in areas designated for such purposes and approved by Landlord.

SECTION 11. INSPECTIONS AND ACCESS BY LANDLORD

Tenant will permit Landlord, its agents, employees and contractors upon providing at least 24 hours notice, to enter all parts of the Premises to inspect the same and to enforce or carry out any provision of this Lease Agreement, including, without limitation, enforcement of the terms of this Lease Agreement and any access necessary for the making of any repairs which are Landlord's obligation or right hereunder.

SECTION 12. INDEMNIFICATION

The Tenant hereby agrees to and shall protect, indemnify and hold Landlord and all officers, agents, representatives and employees of the Landlord, free and harmless from any and all liability or claims for injury or damages of whatsoever kind or character, including attorney's fees and costs of all types incurred in defense of any of said parties, from any and all liability or claims for injury or damage to property arising out of or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any acts or omissions of the Tenant or of Tenant's independent contractors, employees, representatives, agents, or invitees. Said indemnity and hold harmless provisions shall also apply in favor of the Landlord and all officers, agents, representatives and employees of the Landlord where Tenant requests services of Landlord, its officers, agents, representatives, or employees, which are not the subject of this Agreement.

SECTION 13. INSURANCE

Prior to the commencement of the term of this Agreement, Tenant shall procure and maintain at Tenant's own cost and expense, for the duration of this Agreement, the following insurance against claims for injuries or death to persons or damages to property that may arise from or in connection with the possession, occupancy, operations and use of the Premises by the Tenant, its agents, representatives, employees, contractors, guests, and invitees.

13.1. Minimum Limits/Scope of Insurance. Tenant shall obtain and maintain insurance of the types and in the amounts described below:

- A, Aircraft or General Liability Insurance. Aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation,

storage, and use of aircraft arising from or related to this Lease Agreement. The policy shall provide limits of no less than \$1,000,000 per occurrence and include coverage for fire damage legal liability at the full \$1,000,000 policy limit.

- B. Property Insurance. Property insurance covering the full value of the Premises and its contents.

13.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions in excess of \$1,000 must be declared to and approved by the City. At the option of the City, either: (a) the insurer shall reduce or eliminate such deductible or self-insured retention as respects the City, its officials, employees or volunteers; or (b) Tenant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigation, claim administration and defense expenses.

13.3 Other Insurance Provisions. The general liability and aircraft liability policies shall contain or be endorsed to contain the following provisions:

- A. City of Visalia, its City Council, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the premises leased to Tenant.
- B. For any claims related to this Agreement, Tenant's insurance coverage shall be primary as respects the City of Visalia, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Visalia, its officers, officials, employees or volunteers shall be excess of Tenant's insurance and shall not contribute with it.

13.4 All Coverages.

- A. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be cancelled except after ten (10) days prior written notice and given to Visalia Municipal Airport to the attention of the Airport Manager.
- B. The minimum amounts of insurance may be increased in accordance with increases, if any, reasonably determined by City to be necessary to maintain policy limits from time to time in amounts customary and usual for premises comparable to the Premises, and such increases, if any, are to be made on a yearly basis on or about the commencement of each Rental Year.
- C. If Tenant, for any reason fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed to be a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Tenant resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and the cost of same, including any interest on insurance premiums paid by City shall be deemed Additional Rent and shall be payable upon City's demand.

13.5 Acceptability of Insurers. Insurance is to be placed with insurance with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

13.6 Verification of Coverage. Tenant shall furnish the City of Visalia with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required herein. All certificates and endorsements are to be received and approved by the City before this Lease is executed. However, failure to obtain required documents prior to execution of the Lease shall not waive Tenant's obligation to provide them. The City reserves the right to require complete certified copies of all required insurance policies, including the endorsements required herein, at any time.

13.7 Modification of Insurance Requirements. The City's Risk Manager is authorized to review proposed revisions to the insurance requirements described in this Section 13 and approve or reject any proposed revisions as deemed appropriate, in his or her discretion.

SECTION 14. NOTICES

All notices, demands, requests or approvals to be given under this Lease Agreement shall be given in writing and shall be given by hand delivery, overnight mail service, registered or certified mail, or regular first-class mail. Notice shall be deemed given if by hand delivery, on the date of delivery; if by overnight mail service, on the date of delivery; if by registered or certified mail, on the date indicated on the receipt for delivery; and if by regular first-class mail, five days after deposit of the notice with postage fully prepaid, in a mailbox maintained by the United States Postal Service. Notices shall be addressed as follows:

LANDLORD: City of Visalia

Airport Manager

9501 Airport Drive

Visalia, CA 93277

TENANT:

All notices, demands, requests or approvals from Landlord to Tenant shall be addressed to Tenant's business or home address listed in Exhibit 4. Either party may change the addresses upon written notify to the other party.

SECTION 15. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease Agreement by Tenant:

A. The abandonment of the Premises by Tenant shall also constitute the notice required by this subsection.

B. Tenant becomes a “debtor” as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days).

C. The filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, Landlord or Tenant related to the use or possession of the Premises.

D. The discovery by Landlord that any material information provided by Tenant related to this Lease Agreement is materially false.

E. The failure by Tenant to comply with Section 6 or Section 7.1 (Applicable Law) of this Lease.

F. An unapproved or unauthorized transfer of any interest acquired under this Lease Agreement.

G. The failure to comply with any of the insurance requirements stated in this Lease Agreement.

H. The failure to comply with any other provision of this Lease Agreement other than as described above where such failure shall continue for a period of fourteen (14) calendar days after written notice hereof from Landlord to Tenant.

I. The occurrence of any other event described as constituting an “Event of Default” elsewhere in this Lease Agreement.

SECTION 16. REMEDIES

In the event of any material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, avail itself of the following remedies, which are cumulative and not exclusive:

A. Landlord may seek to reenter and recover possession of the Premises by any lawful means available to it, in which case this Lease Agreement shall terminate immediately and Tenant shall immediately remove all personal property, including aircraft, from the Premises. Tenant may choose to surrender possession of the Premises to Landlord by giving Landlord notice of its intent to do so. Landlord may choose to accept Tenant’s surrender of the Premises and agree not to evict Tenant on condition of Tenant’s surrender. Upon Landlord’s acceptance of Tenant’s surrender of possession of the Premises, Tenant’s tenancy terminates and Tenant is no longer obligated to pay rent to Landlord for the remainder of the Lease term. However Tenant would still be obligated to pay Landlord any and all outstanding unpaid rental amounts, fees, or late charges.

B. Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant’s default, including, but not limited to, the cost of recovering possession of the Premises, amount of delinquent rent, interest at the maximum amounts allowed

by law on the delinquent rent, and reasonable attorneys' fees.

C. Landlord may elect to maintain and continue to recognize Tenant's right to possession in accordance with Civil Code section 1951.4, in which case this Lease Agreement shall continue in effect whether or not Tenant's breach or default remains uncured and whether or not Tenant is in actual possession of the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease Agreement, including the right to recover the rent as it becomes due hereunder for the duration of the Lease term.

D. Landlord may elect to pursue any other legal or equitable remedy now or hereafter available to Landlord under the laws of the state of California. Unpaid installments of Basic Rental or other unpaid monetary obligations of Tenant under the terms of this Lease Agreement shall bear interest from the date due at the maximum rate then allowable by law.

E. If this Lease Agreement is terminated by Landlord pursuant to Section 15, Landlord may refuse to grant Tenant a future lease agreement.

SECTION 17. TERMINATION

This Lease Agreement is terminable with or without cause by Landlord upon thirty (30) calendar days written notice, or if Tenant has leased the Premises for at least 12 consecutive months, the Landlord must provide a sixty (60) calendar days written notice, setting forth a date of termination of the Lease Agreement (the "Date of Termination"). Upon notice of termination, Tenant shall be obligated to pay immediately any Basic Rental, obligations or other fees due and owing to Landlord. Upon the Date of Termination, Tenant shall vacate the Premises and immediately remove all personal property, including aircraft and the hangar structure (also commonly referred to as "light aircraft cover"), from the Premises. If Tenant fails to vacate the Premises or fails to remove all personal property from the Premises, Landlord may seek to reenter and recover possession of the Premises by any lawful means. Landlord may also, at its election, dispose of any remaining personal property in the appropriate manner provided for by law, and charge all costs associated with such disposal to Tenant. Landlord will deem any personal property remaining on the Premises as having been abandoned by Tenant.

SECTION 18. REMEDIES CUMULATIVE

No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rental during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by Landlord of any breach by Tenant under this Lease Agreement or of any breach by any other tenant under any other lease of any portion of the Visalia Airport shall affect or alter this Lease Agreement in any way whatsoever.

SECTION 19. CITY MUNICIPAL POWERS

The Landlord is entering into this Lease Agreement in its proprietary capacity, and not in

its regulatory or governmental capacity. Nothing in this Lease Agreement shall be construed as restraining, impairing or restricting the City in its regulatory capacity, or granting any rights upon the Tenant with respect to the use, occupancy or operation of the Premises in a manner inconsistent with Applicable Law. This Lease Agreement does not grant any development rights upon the Tenant with respect to the Premises and any such development shall be subject to all applicable provisions of the Visalia Municipal Code.

SECTION 20. ATTORNEY'S FEES

If an action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other reasonable relief to which s/he may be entitled. With respect to any suit, action or proceeding arising out of or related to this agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior court, in the County of Tulare, State of California for any proceeding arising hereunder.

SECTION 21. COUNTERPARTS

This Lease Agreement may be executed in several counterparts, each of which is an original, and all of which together constitute but one in the same document.

SECTION 22. NONDISCRIMINATION

In connection with the use of the Premises, Tenant agrees to not to discriminate against any individual on the basis of race, color, national origin, ancestry, gender, religion, age, or disability, in accordance with the requirements of state and federal law.

SECTION 23. GOVERNING LAW

This Lease Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of California.

SECTION 24. MERGER OF NEGOTIATIONS

This Lease Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof.

SECTION 25. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

SECTION 26. EXHIBITS

The following exhibits are attached to this Agreement and are incorporated herein.

Exhibit 1 - Permitted Aircraft
Exhibit 2 - Tenant Information

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date set forth above.

TENANT:

CITY OF VISALIA,
a California municipal corporation

_____, Tenant

By: _____
Jody Miller
Airport Manager.

EXHIBIT 1
PERMITTED AIRCRAFT

The following aircraft shall be designated as the Permitted Aircraft pursuant to this Lease Agreement:

Aircraft Make and Model: _____

Aircraft Registration No.: _____

Name (s) of Registered Owner (s): _____

Should Tenant be a partnership or a corporation a list of the partners, or a list of the corporate officers, (including mailing addresses and phone numbers) shall be attached hereto as Exhibit "B" and made a part hereof. If Tenant is a flying club, a list of all current members shall be attached in the same manner.

EXHIBIT 2
TENANT INFORMATION

TENANT'S LEGAL NAME: _____

TENANT'S PILOT LICENSE NUMBER: _____

TENANT'S HOME ADDRESS: [P.O. Boxes are not permitted]:

TENANT'S BUSINESS ADDRESS:

TENANT'S TELEPHONE NUMBERS:

HOME TELEPHONE: _____

BUSINESS TELEPHONE: _____

MOBILE NUMBER: _____

EMAIL ADDRESS _____