

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

LARGE AIRCRAFT HANGAR RENTAL AGREEMENT

1. **PARTIES:** Effective November 1, 2015 (the "**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), and Sean McLellan ("**Renter**"), hereby mutually agree and promise as follows:
2. **RENTER AND AIRCRAFT INFORMATION** Simultaneous with the execution of this Large Aircraft Hangar Rental Agreement (this "**Rental Agreement**") by Renter, Renter shall complete a Renter and Aircraft Information Form attached hereto as Exhibit A for each of the aircraft to be stored in Renter's Large Aircraft Hangar. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit A and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current aircraft registration for each of Renter's Aircraft or, if any of Renter's Aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below for each of Renter's Aircraft.
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a large aircraft hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form attached hereto as Exhibit A (individually or collectively, as the case may be, "**Renter's Aircraft**").
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that large aircraft hangar shown as # F-04 on the Large Aircraft Hangar Site Plan, attached hereto as Exhibit B and incorporated herein (hereinafter referred to as the "**Large Aircraft Hangar**").

Renter has inspected the Large Aircraft Hangar and hereby accepts the Large Aircraft Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the Large Aircraft Hangar.
5. **USE:** The Large Aircraft Hangar shall be used exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the Large Aircraft Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or

maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The Large Aircraft Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the Large Aircraft Hangar for the storage of aircraft not owned or leased by Renter is prohibited. (the term "aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the Large Aircraft Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not validly registered with the FAA as of the Effective Date, upon completion of construction, Renter shall register such aircraft and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing **November 1, 2015**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT**

- A. Monthly Rent and Additional Rent.** Renter shall pay \$ 748.23 in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated based on a thirty-day month and shall be due and payable at the time the Renter signs this Rental Agreement.

The Monthly Rent shall be adjusted annually by the change in Consumer Price Index ("**CPI**"), as defined hereinbelow, for the latest one year period ending December 31 of each year. CPI, as used herein, shall mean the Consumer Price Index for all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor. Notwithstanding anything in the foregoing to the contrary, (1) at no time will the Monthly Rent be decreased by CPI adjustment; and (2) no single increase in Monthly Rent shall exceed 6 percent of the applicable Monthly Rent. The new Monthly Rent will take effect thirty (30) days after Airport gives written notice to Renter of the new Monthly Rent amount.

All other payments due from Renter to Airport under this Rental Agreement, including, but not limited to, administrative late charges, interest, and returned check charges, shall be deemed additional rent ("**Additional Rent**"). Airport shall apply any moneys received from Renter to the oldest amount due on Renter's account. Any amounts owed by Renter to Airport prior to the execution of this Rental Agreement shall be deemed due under this Rental Agreement on the commencement date of this Rental Agreement.

- i. Administrative Late Charge and Interest.** If Renter fails to pay Monthly Rent or Additional Rent by the fifth day after it is due, Renter shall be liable for an administrative late charge in the amount of fifty dollars (\$50.00), plus interest at the rate of 1.5% per month, which shall be due and payable seven (7) days after Airport gives Renter an invoice of said demand for payment of Monthly Rent or Additional Rent that is not paid on its due date. Airport and Renter hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix