

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

LARGE AIRCRAFT HANGAR RENTAL AGREEMENT

1. **PARTIES:** Effective October 1, 2021 (the "**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), and Fred McDonald and Fionn O'Neill ("**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-6 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 **October 1, 2021** 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 \$ 640.00 in rent