

**ATTACHMENT A  
SISKIYOU COUNTY AIRPORT  
FIXED BASE OPERATION FACILITY LEASE  
EXAMPLE**

THIS LEASE is made and entered into this [#] day of [MONTH], 2019 by and between the County of Siskiyou ("County", "Lessor"), a political subdivision of the State of California, and [COMPANY/INDIVIDUAL] ("Lessee").

WHEREAS, Lessor is desirous of leasing the Fixed Base Operation ("FBO") Facilities consisting of an FBO Hangar, FBO Office Building/Pilots Lounge, FBO Tie-Downs and FBO Carport Area ("FBO Facilities", "FBO Facility", "Facilities", "Leased Premises") at the Siskiyou County Airport ("Airport", "Facility", "Premises") to provide aeronautical services to the Airport users and aeronautic public ; and

WHEREAS, Lessor desires to lease its FBO Facility to a lessee who has the capacity to make improvements to the FBO Facility which will enhance aeronautical services at the Airport; and

WHEREAS, Lessee has the capacity to make such improvements to the FBO Facilities at the Airport and to provide aeronautical services to the Airport users which will benefit the aeronautic public.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. LEASE AREA: The Lessor is the owner of that real property known as the Siskiyou County Airport situated in Siskiyou County, California; the Lessor hereby Leases to Lessee and Lessee hereby hires and Leases from Lessor, on the terms and conditions hereinafter set forth, those certain FBO Facilities at the Siskiyou County Airport more particularly described in Exhibit "A" attached hereto.
2. PURPOSE OF LEASE: The purpose of this Lease is for Lessee to (1) provide certain FBO aeronautical services to the Airport users and public, as well as to make mutually agreed upon improvements to the FBO Facilities, and (2) allow Lessee to conduct a Fixed Base Operation ("FBO", "FBO Facility Lease", "FBO Lease", "Lease") business on the Leased Premises of the Siskiyou County Airport. These operations may include but not be restricted to:
  - (a) Sale of aircraft, radio and electronic equipment, aircraft parts retail and wholesale, navigational and airmen supplies and accessories;
  - (b) Flight operations, including demonstrations of aircraft for sale, rental (with or without pilot), carrying of freight or passengers for hire, flight training and air taxi;
  - (c) Maintenance, repair and overhaul of all types of aircraft and engines;
  - (d) Commercial storage of aircraft and aeronautical equipment;
  - (e) Line Service including lubrication and other servicing of all transient or based aircraft including military. This shall include services to airline aircraft or carriers not set up to do their own servicing on the Leased Premises. Line service may also include services provided

**ATTACHMENT A  
SISKIYOU COUNTY AIRPORT  
FIXED BASE OPERATION FACILITY LEASE  
EXAMPLE**

on the public use apron and transient aircraft parking ramp;

- (f) Installation of a pilot's lounge with available vending machines and/or other food and beverage services;
  - (g) Towing disabled aircraft, and loading and unloading aircraft;
  - (h) Implement County approved service charges and fees – attached hereto as Exhibit "B";
  - (i) Installation of signs and advertisements promoting Lessee's name and brand names of any airplanes or other products and services being offered. Lessor shall have the right to disapprove installation of any signs and advertisements deemed objectionable by the Lessor. Said right of disapproval shall not be exercised unreasonably.
3. TERM OF LEASE: The term of this Lease shall be for an initial period of ten (10) years commencing on [MONTH DAY, 2019] ("Commencement Date"), and terminating on [MONTH DAY, 2029] ("Expiration Date"). In the event that Lessee has not been in default with respect to any of the conditions or covenants of this Lease, the Parties may mutually agree in writing to extend the term of the Lease for an additional (5) year period. Such mutual Lease renewal shall be initiated at the written request of the Lessee by Lessee delivering in writing to the Siskiyou County Department of General Services, 190 Greenhorn Road, Yreka, California 96097, a notice requesting such mutual renewal period at least 180 days prior to the termination of the initial period of this Lease. Upon receipt of the said notice, the Parties shall negotiate the terms and conditions of this Lease including the rental rates and the time period covered by the additional renewal period, and upon any other terms and conditions provided herein. If Lessee is in default at the time of exercising said request for renewal or becomes in default at the time the extended term is to commence, said renewal period and Lease extension shall be null and void and the Lease shall terminate at the end of the then current term. These terms shall be incorporated herein as (the "Renewal Conditions").
4. RENT, REVENUES FROM GROSS QUARTERLY RECEIPTS, PAYMENTS, FEES AND SECURITY DEPOSIT: The Lessee and Lessor agree to negotiate the amount of pay to the Lessor for the use of the Leased Premises, rights, and easements the following:
- (a) **Rent.** A monthly rental of no less than \$ 0.058 cents per square foot for the FBO Facility, for a minimum total annual charge of \$ 3,897.60.
  - (b) **Revenues from Gross Quarterly Receipts.** The Lessee agrees to pay a minimum of 5 percent (%) of all revenues from gross quarterly receipts. As used herein, "Gross Quarterly Receipts" shall mean the gross amount received by Lessee or its assignees, sublessees, agents or licensees, from all commercial aero-nautical and commercial non-aeronautical activities conducted on the Leased Premises. "Gross Quarterly Receipts" shall not include:
    - a. Amounts of all sales taxes, luxury taxes, excise taxes and similar taxes required by law to be added to the total purchase price, which must be accounted for by Lessee to any government or governmental agency;

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

- b. Income or receipts that, under generally accepted accounting principles, are derived from the sale or disposal of any Lessee's capital assets, or from the retirement of any indebtedness, or from Lessee's investment of any funds not invested in the premises.

There shall be deducted from "Gross Quarterly Receipts", for the purpose of accounting to the Lessor, the amount of any actual refunds or credits made by Lessee for returned merchandise, the amount of which had theretofore been included in computing the gross.

- (c) **Payments.** Payment shall be made to the Siskiyou County Department of General Services, 190 Greenhorn Road, Yreka, California 96097. Rent shall be paid on an annual basis with the first payment to be made on the execution of this Lease and with subsequent payments to be made on or before the anniversary of the Commencement Date of each year thereafter. Payments from gross quarterly receipts will be paid quarterly with the first payment to be made by July 15, 2019 and with subsequent gross quarterly receipts payments to be made on or before the fifteenth (15<sup>th</sup>) day after the end of the prior quarter.
  - (d) **Lease Processing Fee.** On the Commencement Date, Lessee shall pay to County a non-refundable Lease processing fee in the amount of One Hundred Dollars (\$100.00).
  - (e) **Late Fee; Fees for Denied Payment.** Lessee is responsible for timely payment of annual base rent, gross quarterly receipts, and all additional charges, without notice or demand and without deduction, diminution, abatement, counter claim or setoff of any amount for any reason whatsoever, to County. In the event any payment is not received by County by noon on the fifteenth (15th) day after it is due, Lessee shall, without notice, pay late charges in the amount of Twenty-Five Dollars (\$25.00) each month that the annual payment remains unpaid. If payment remitted by check or other negotiable instrument is presented for payment to the appropriate institution and denied for insufficient funds, such payment shall be subject to a reprocessing fee in the amount of Twenty-Five Dollars (\$25.00).
  - (f) **Security Deposit.** Upon the Commencement Date of this Lease, Lessee will pay to the County the sum equivalent to one (1) month rent. Said sum shall be held by the County as a security deposit for faithful performance of Lessee's duties under this Lease. If Lessee shall default on any of the terms of this Lease, and County chooses to cure the Lessee's default at any expense to County, it may resort to the security deposit for such purpose. In such event, Lessee shall reimburse the security deposit no later than the next rent due date. Any unused security deposit existing at the termination of this Lease that is not already used to offset damage, if any, caused to the Leased Premises by Lessee's use of the Leased Premises, reasonable wear and tear excepted, or that is otherwise used toward outstanding rent, shall be refunded to Lessee within three (3) months after termination. If the Lease is executed in the middle of the month, a pro-rated rental fee, by day, will be assessed.
5. ANNUAL INCREASE OF RENT: On the first anniversary of the Commencement Date, and each anniversary thereafter, the annual base rent shall be increased by the then-current County

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

Adjustment Factor. The County "Adjustment Factor" shall be a percentage calculated as follows: Beginning January 1, 2019, and every five (5) year period thereafter, the annual rent increase shall be determined by calculating the average annual California Consumer Price Index for all areas and all consumers as reported by the State of California, Department of Industrial Relations ("CPI"), for the preceding five (5) years, with the resulting adjusted CPI applied for that year and the four (4) years that follow; provided, however, that the Adjustment Factor shall not be less than one percent (1%) nor more than three percent (3%). The rental amount rate schedule for this Lease through December 31 of the year preceding the next Adjustment Factor calculation date is set forth in Exhibit "C" attached hereto and incorporated herein.

No adjustment shall be made which would reduce the base rent at any time below the rent payable at the beginning of the original Lease term.

6. EXCHANGE FOR PAYMENT OF ANNUAL RENT AND GROSS QUARTERLY RECEIPTS: In consideration of the mutually agreed upon annual schedule of improvements performed by Lessee to the FBO Facilities as set forth in Section 10 of this Lease, and in consideration of Lessee satisfactorily maintaining and operating said Facilities for the use and benefit of the aeronautic public, there shall be no annual rent or gross quarterly receipts assessed for the first five (5) years of the Lease term upon the satisfactory completion of the mutually agreed upon schedule of improvements. Lessee shall submit detailed invoices, receipts, and records for all improvements being rendered in exchange for paying rent.
  - (a) **Rent Upon Completion of Improvements.** Commencing with the sixth (6<sup>th</sup>) year of the Lease term and continuing for the following four (4) years and any renewal period thereafter, the annual rent shall be calculated based on the then fair market value of the FBO Facility which will be appraised by a third party appraiser and the assessed value will be adjusted annually based on Section 5 of this Lease.
  - (b) **Gross Quarterly Receipts Upon Completion of Improvements.** Commencing with the sixth (6<sup>th</sup>) year of the Lease term and continuing for the following four (4) years and any renewal periods thereafter, the percent paid on the gross quarterly receipts will be negotiated by Lessee and Lessor, but shall not be negotiated below five (5) percent.
7. RIGHT OF FLIGHT: There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause within the said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating on the Airport.
8. TERMINATION AND EXPIRATION:
  - (a) **Termination.** Within sixty (60) days of the termination of this Lease, Lessee shall remove, at Lessee's sole expense, the Aircraft, Additional Aircraft, and all of Lessee's personal property from the Premises, and surrender the Leased Premises to County in good and clean condition and repair.

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

Lessee shall be liable for any and all damage to the Leased Premises caused by Lessee's use including, but not limited to, damage to the apron immediately adjacent to the Leased Premises due to fuel or oil spillage, or contamination from hazardous materials.

In the event Lessee does not remove Lessee's property, including the Aircraft, and Additional Aircraft from the Leased Premises within sixty (60) days of the termination of this Lease, County may elect with regard to all or any such property, in County's sole discretion and without further notice to Lessee, to do any of the following: (i) remove such property from the Leased Premises and dispose of it, in which case Lessee shall reimburse County upon demand for all costs of removal and disposal; (ii) take full possession and ownership of such property, in which case Lessee shall not be responsible for removal or disposal cost, nor entitled to any proceeds of any sale or rental by the County of such property; or (iii) in the case of personal property (including the Aircraft and Additional Aircraft), to deem such property abandoned personal property and proceed with notice and foreclosure sale according to and in compliance with the terms of California Civil Code Section 1993, et seq.

- (b) **Expiration.** If this Lease has not been terminated prior to the expiration of the renewal term as provided in Section 3 herein, and upon the expiration of the renewal term of this Lease, provided that the Renewal Conditions (as defined in Section 3 herein) are met or waived by County in writing and neither party has informed the other in writing of its intent not to renew at least one hundred eighty (180) days prior to such expiration, this Lease shall automatically terminate.

9. COMPLIANCE WITH LAWS AND REGULATIONS: In utilizing the Premises during the term of this Lease, Lessee agrees to comply with the following:

- (a) Siskiyou County Code, Title 2 – Chapter 1. – Airports – Attached hereto as Exhibit “D”.
- (b) Siskiyou County Code, Title 3 – Chapter 6. – Airports and Aircraft – Attached hereto as Exhibit “E”.
- (c) FAA Airport Sponsor Grant Assurances – Attached hereto as Exhibit “F”.
- (d) All applicable ordinances, rules and regulations established by any federal, state or local government agency exercising jurisdiction over the Premises and activities at the Premises, as the same may be amended from time to time.
- (e) Any incidental non-aeronautical use of the Premises shall not interfere with the primary aeronautical uses of the Premises.
- (f) All security measures that may be imposed from time to time by County or any other applicable governmental agency. If gate codes are used, Lessee shall not be authorized to distribute gate codes to any persons. If Lessee provides any gate code to unauthorized individuals, it shall be considered a material breach of this Lease.
- (g) Lessee agrees that County is not responsible for the security of the Aircraft, Additional

**ATTACHMENT A  
SISKIYOU COUNTY AIRPORT  
FIXED BASE OPERATION FACILITY LEASE  
EXAMPLE**

Aircraft, or any property located on the Premises and Leased Premises. It is expressly understood that no storage of airplanes, boats, cars, trucks, trailers or mobile homes is permitted outside of the Leased Premises or anywhere on County's property except designated parking areas for such vehicles or aircraft.

10. REQUIRED SCHEDULE OF IMPROVEMENTS OF FBO FACILITIES: On or before the dates listed below, Lessee shall improve/repair, at its sole cost and expense, the "as-is" FBO Facilities. In addition, upon the Commencement Date and throughout the duration of improvement schedule and Lease of the FBO Facility, Lessee shall provide, at its sole cost and expense, a portable waste unit (Porta-Potty). Improvements and repairs include but are not limited to:

(a) **FBO Hangar Space.** Lessee shall complete the following no later than July X, 2020:

- a. Installation of commercial roof system;
- b. Securing and painting of the hangar side paneling;
- c. Replacement glass and corrugated panels for the hangar;
- d. Painting of the hangar door;
- e. Replacement ramp chains;
- f. Seal and re-line ramp;
- g. Install boiler system for heating the hangar;
- h. Sealing of the concrete slab within the hangar;
- i. Electrical diagnostic and replacement of wiring within the hangar;
- j. Installation of emergency generator system;
- k. Installation of low voltage interior and exterior lighting for the hangar;
- l. Installation of water storage tank for fire suppression purposes.

(b) **FBO Office Building/Pilots Lounge/Carport Area.** Lessee shall complete the following no later than July X, 2021:

- a. Installation of new flooring (carpet, wood, or linoleum) within the office building/pilots lounge;
- b. Painting of the interior and exterior of the office building/pilots lounge and exterior of the carport area;

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

- c. Renovation of the interior office building/pilots lounge;
- d. Installation of heating and cooling for the office building/pilots lounge;
- e. Installation of water filtration system to provide potable water for the office building/pilots lounge;
- f. Installation of secure entry for entering the office building/pilots lounge;
- g. Installation of surveillance cameras for monitoring the interior and exterior of the hangar, office building/pilots lounge, and carport area.

Lessee shall not commence any improvements, repairs, construction prior to receiving written notice to proceed by Lessor.

11. **MAINTENANCE OF LEASED PREMISES:** Lessee shall maintain the areas surrounding the Leased Premises consisting of five (5) feet in the front, rear, and sides of the FBO Facility in a neat and orderly condition. This includes trash disposal, landscaping, and weed removal. Lessee shall keep such area around the Leased Premises clean and clear of debris, oil, grease and/or toxic chemicals. Lessee agrees to maintain the Leased Premises in a clean and orderly condition, and in good and operable repair, at all times, and in accordance with California Department of Industrial Safety and Fire Codes which may apply to aircraft hangar storage and other applicable federal, state and local laws and ordinances. This includes exterior painting, wiring and structural repairs as necessary. Lessee shall be responsible for clean-up and maintenance due to fuel or oil spills. Lessee shall take steps to ensure that the performance of any maintenance work conducted on the Leased Premises shall not damage the Leased Premises. Lessee shall become familiar with and shall at all times abide by all of County's rules and regulations related to use of the Leased Premises and Facility and the use of any of County's other Airport facilities, whether promulgated before or after the execution of this Lease.
12. **AVIATION REFUELING SERVICES:** Lessee shall not perform any aviation related refueling activities during the term of this Lease.
13. **INSURANCE:** Depending on the type of Lessee (Vendor/Contractor/Operator/Business), Lessee shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or in connection with products, materials or services supplied to the Lessee and shall include their agents, representatives, employees or subcontractors. With respect to General Liability, Errors & Omissions, Pollution Legal Liability and Remediation, coverage should be maintained for a minimum of five (5) years after contract completion.
  - (a) **Minimum Scope and Limit of Insurance.** For FBO's, flight schools, and/or flying clubs located at the Airport, Lessee's coverage shall be at least as broad as:
    - a. **Airport Liability Insurance.** On an "occurrence" basis, including products and

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

completed operations, property damage, bodily injury with limits no less than \$1/2 /3/4/5,000,000.00 per occurrence, including owned and non-owned aircraft coverage.

(b) **Aeronautical and Non-Aeronautical Businesses.** For aero-nautical and non-aeronautical businesses located at the airport:

- a. **Commercial General Liability (CGL).** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability.** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Vendor/Contractor/Operator has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.
- c. **Workers’ Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease.
- d. **Pollution Legal Liability and Remediation** and/or Errors & Omissions applicable to underground or above ground fuel storage tanks, fueling or refueling operations with a limit no less than \$1,000,000.00 per claim or occurrence and \$2,000,000.00 aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.
- e. **Hangerkeepers Liability.** With a limit not less than \$1,000,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate.

(c) If the Lease is with any Vendor/Contractor/Operator/Business that may provide IT services or software or that might involve the retention of private, non-public information about third parties then add these policies:

- a. **Cyber Liability Insurance.** Cyber Liability Insurance with limits not less than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor/Contractor/Operator/Business in this Lease and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

obligations.

- (d) If the Lease is with a Tenant or General Lessee, then add:
- a. **Property Insurance.** Tenant/Lessee shall maintain not less than \$1,000,000.00 Fire Legal liability on all real property being leased, including improvements and betterments owned by the County, and shall name the County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the Leased Premises. The policy must be written on an “all risks” basis, excluding earthquake and flood. The contract shall insure for not less than (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.
  - b. **Interruption of Business insurance.** Lessee shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to Lessor for a period of up to (1) year if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.
- (e) **Broader Coverage.** If the Vendor/Contractor/Operator/Business maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Vendor/Contractor/Operator/Business. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
- (f) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the County. At the option of the County, the Vendor/Contractor/Operator/Business shall provide coverage to reduce or eliminate such self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Vendor/Contractor/Operator/Business shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- (g) **Other Insurance Provisions.** The General Liability, Automobile Liability, Pollution Legal Liability and Remediation, policies are to contain, or be endorsed to contain, the following provisions:
- a. **Additional Insured.** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Vendor/Contractor/Operator/Business including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
  - b. **Claims.** For any claims related to this project or use of Facilities, the

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

(Vendor/Contractor/Operator/Business') insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the Vendor/Contractor/Operator/Business insurance and shall not contribute with it.

- c. **Cancelation.** Each insurance policy required shall provide that coverage shall not be canceled, except with notice to the County.
- d. **Automobile Liability Policy.** The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Vendor/Contractor/Operator/Business pursuant to the Lease. This coverage may also be provided as part of the Pollution Legal Liability and Remediation policy.
- e. **Claims Made Form.** If the Airport Liability, General Liability, Pollution Legal Liability and Remediation policy and/or Errors & Omissions coverages are written on a claims-made form:
  - a. The retroactive date must be shown, and must be before the date of the Lease or the beginning of Lease work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of Lease work.
  - d. A copy of the claims reporting requirements must be submitted to the County for review.
- (h) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of California. If Pollution Legal Liability and Remediation, Cyber Liability and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.
- (i) **Verification of Coverage.** Vendor/Contractor/Operator/Business shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work or use commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor/Contractor/Operator/Business obligation to provide them. The County reserves the right to require complete, certified copies of all required

**ATTACHMENT A  
SISKIYOU COUNTY AIRPORT  
FIXED BASE OPERATION FACILITY LEASE  
EXAMPLE**

insurance policies, including endorsements required by these specifications, at any time.

- (j) **Waiver of Subrogation.** Vendor/Contractor/Operator/Business hereby grants to County a waiver of subrogation which any insurer may acquire against County, its officers, officials, employees, and volunteers, from Vendor/Contractor/Operator/Business by virtue of the payment of any loss. Vendor/Contractor/Operator/Business agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Vendor/Contractor/Operator, its employees, agents, and subcontractors.

- (k) **Subcontractors.** Vendor/Contractor/Operator/Business shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor/Contractor/Operator/Business shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

- (l) **Special Risks or Circumstances.** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14. **FIRE FIGHTING EQUIPMENT:** Lessee shall provide fire extinguishers within each hangar or building and near outside aircraft parking areas according to the requirements of applicable codes and regulations.
15. **BUILDINGS ON LEASED PREMISES:** Upon written approval of the Lessor and valid building permits issued by the County, Lessee shall have the right to improve/repair at his/her own expense the "as-is" FBO Facilities as described in Section 10. No other buildings of any kind or nature or any other improvements may be placed on the Premises or Leased Premises without prior written consent of the Lessor. All improvements/repairs made to the Leased Premises will be coordinated with the Department of Public Works to ensure that all codes and regulations are met.
16. **FBO FACILITIES MAINTENANCE:** In addition to Lessee's maintenance responsibilities of the Leased Premises described in Section 11 of this Lease, Lessee shall assume total and full responsibility for the upkeep and appearance of the FBO Facilities as well as other improvements or facilities hereinafter placed on said Premises by Lessee during the term of this Lease or any extension thereof.
17. **ACCOUNTING RECORDS AND ACCESS TO LESSEE'S ACCOUNTS:** It is mutually understood and agreed that Lessee shall keep acceptable accounting records according to standard approved accounting procedures for income tax purposes during the duration of this Lease and for at least five (5) years after the expiration of the Lease or extensions thereof. Lessor shall have access to

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

the Lessee's accounts and records relating to expenses and revenues at any time during the normal business hours upon three (3) days' notice for the purposes of audit. Failure to provide such access shall be deemed a material breach of this Lease and Lessor may, at its sole discretion, terminate said Lease.

18. FBO FACILITIES REPORT: Lessee shall submit an FBO Facilities Report every quarter to the County for the duration of this Lease. The FBO Facilities Report shall be submitted via email and/or via other technological platforms not yet implemented by the County on or before the fifteenth (15<sup>th</sup>) day after the end of the prior quarter. The FBO Facilities Report shall be emailed to [egarrett@co.siskiyou.ca.us](mailto:egarrett@co.siskiyou.ca.us) and shall include, but shall not limited to the following:
  - (a) Improvements/repairs made to the FBO Facilities during the reporting quarter;
  - (b) Costs of improvements/repairs made to the FBO Facilities during the reporting quarter including original receipts for labor and materials;
  - (c) Date project commenced and date of completion for improvements/repairs made to the FBO Facilities during the reporting quarter;
  - (d) Profit and loss statement and gross revenues generated from use of the FBO Facilities during the reporting quarter.
19. AIRCRAFT SERVICE BY OWNER OR OPERATOR: It is clearly understood by the Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
20. HOURS OF OPERATION: Lessee agrees to maintain operations during a schedule of hours, which schedule shall be filed with and approved by the Director of Airports. Hours of operation shall not be reduced below the minimum without written consent of the Director of Airports, except during any period when the Airport is closed by any lawful authority restricting the use in such a manner as to interfere with use by the Lessee for its business operation.
21. AIRPORT CLOSINGS: During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee for his/her business operation, the rent shall abate and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.
22. LESSOR'S RIGHTS: Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
23. UTILITIES: The Leased Premises has been metered separately and Lessee agrees to pay all utility costs including telephone and power.

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

24. OWNERSHIP OF IMPROVEMENTS: It is mutually understood that the FBO Facilities are owned by the County. Future improvements and fixtures placed upon the Leased Premises by the Lessee shall remain the property of Lessee throughout the term of the Lease. The removal of any existing improvements or newly constructed, placed, and/or repaired improvements or fixtures on the Leased Premises, including but not limited to the FBO Hangar, Office Building/Pilots Lounge, Carport Area, a Commercial Water System and Commercial Engineered Septic System prior to the expiration or termination of the Lease term or any extension thereof may be deemed a breach of contract and Lessor may, at its sole discretion, terminate said Lease, and in addition, Lessee shall pay to Lessor an amount equal to any and all annual base rent payments that were forgiven up to the time of removal of said improvements. If such annual base rent payments are not made within sixty (60) days following written notice to Lessee by Lessor such a breach, Lessor may exercise any remedy available to it under California law. If the removal of such improvements results in damage to Lessor's Premises, and the Premises are not restored to the condition the improvements were in prior to their damaging, then within thirty (30) days of removal of said improvements, Lessee shall be liable to Lessor for any resources expended by Lessor in restoring its property to its pre-damaged condition.
25. CASUALTY: In the event that the Premises, Leased Premises, or the means of access thereto, is damaged by fire or any other cause, the annual base rent payable hereunder shall not abate. In the event of loss of or material damage to the FBO Facilities, Lessee shall repair or replace the FBO Facilities within twenty-one (21) days following written notice to Lessee or, provided that Lessee has in good faith commenced such repair or replacement within such 21-day period, in a reasonable time thereafter. In the event such repair or replacement has not been timely completed as provided in this Section 23, County shall have the rights of entry and repair or replacement granted to it pursuant to Section 27 herein.
26. LIABILITIES, INDEMNITIES AND FORCE MAJURE: Lessee shall defend, indemnify and hold harmless County (inclusive of its subsidiaries, affiliates, as now or hereafter constituted) and its officers, directors, agents, employees, and contractors, from and against any and all cost, liability, fine, penalty, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, arising out of or relating to use of the Premises and/or Leased Premises, or any activity, work, or other things done, permitted or suffered by Lessee in, on, or about the Premises or Leased Premises by Lessee, its invitees, agents, or sub-lessees, or their invitees or agents, or any breach or default by Lessee in the performance of any obligation of Lessee set forth in this Lease ("Contract Damages"), except in the event that such damages arise from County's sole negligence or willful misconduct.

Further, Lessee shall indemnify County and pay any taxes or penalties imposed by any proper governing authority based upon Lessee's failure to comply or violation of any local, state or federal rule resulting from the improper utilization of the Premises or Leased Premises. Any such sum shall be paid within ten (10) days of written demand by County.

Neither party shall be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, law, regulation, or any other cause beyond such party's control; provided, however, that Lessee shall not be excused for any such reason

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

from its obligation to pay annual base rent in a timely manner as provided herein.

27. RISK OF LOSS: Lessee bears all risk of loss or damage to the FBO Facilities and any property stored within the FBO Facilities, whether caused by fire, water, earthquake, theft, terrorism, or any other risk. County shall not provide insurance for the FBO Facilities or any property stored therein. Lessee acknowledges that insurance is available from independent insurance companies to protect Lessee in the event of damage or loss.
28. ENVIRONMENTAL RESPONSIBILITIES OF LESSEE: Lessee shall adhere to the following:
- (a) Environmental Removal and Disposal. Lessee shall be responsible for the proper removal and disposal of all Hazardous Materials and Toxic Substances, as defined herein, generated by Lessee as a result of Lessee's activities in, on and from the Leased Premises or the Airport, whether during the term or following expiration or termination of this Lease. Lessee shall ensure that removal of such materials and substances from the Leased Premises and the Airport is accomplished in accordance with Airport, local, state and federal guidelines. Additionally, environmental contamination caused or permitted by Lessee, which impacts the Leased Premises or the Airport as a result of Lessee's improper handling, disposal, release or leakage of any Hazardous Materials and Toxic Substances while utilizing the Leased Premises or Airport shall be the sole responsibility of Lessee. For purposes of this Section 26, "Hazardous Materials and Toxic Substances" shall mean any hazardous or toxic substances, materials, wastes, pollutants or contaminants, as defined, listed or regulated now or in the future by any federal, state or local law, rule, regulation, ordinance, statute or order or by common law decision, including, without limitation, petroleum products or byproducts.
  - (b) Environmental Indemnification. Lessee shall indemnify, defend and hold harmless County (inclusive of its subsidiaries, affiliates, as now or hereafter constituted) and its officers, directors, agents, employees, and contractors, from and against any and all claims (including, without limitation, third party claims from bodily injury or real or personal property damage), actions, administrative proceedings (including information proceedings), judgments, damages, punitive damages, penalties, fines, taxes and assessments, liabilities (including sums paid in settlement of claims), interest, impairments, losses, fees and expenses (including attorney's fees and expenses incurred in enforcing this provision or collecting any sums due hereunder), consultant and expert fees, together with all other costs and expenses of any kind or nature, including any and all expenses of cleaning up or disposing of any such Hazardous Materials and Toxic Substances arising from or caused by Lessee's use of the Leased Premises or the Airport or Lessee's failure to perform the covenants of this Section 26 ("Environmental Damages"). Lessee shall have no responsibility for any Environmental Damages which preceded the Commencement Date of this Lease. The obligations, covenants and agreements of Lessee contained in this Section 26 shall survive expiration or termination of this Lease for any reason.
29. ENTRY TO LEASED PREMISES; COUNTY REPAIRS: Lessee consents to County's entry onto the Leased Premises, without notice to Lessee, at any time, and also in the case of an emergency which in County's reasonable determination, such emergency poses an imminent health or

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

safety threat to any person or property. Lessee further consents to County's entry onto the Leased Premises if, within twenty-one (21) days following written notice to Lessee of any breach of Section 23 of this Lease relating to casualty, such breach has not been remedied by Lessee. In such event, County shall be entitled to repair, replace, or otherwise remedy any such breach, the cost for which shall be paid by Lessee within ten (10) days of written notice thereof. Under all other circumstances, including inspection to ensure compliance with the terms and provisions of this Lease, Lessee further consents to County's entry onto the Leased Premises with no advance notice, as provided in Section 36 herein. When appropriate, County shall endeavor to reasonably notify and schedule such entry onto the Leased Premises if possible or a time when Lessee is available to be present.

30. SUBORDINATION: This Lease is subject and subordinate to the following:

- (a) County reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the Airport or Leased Premises or any of Lessee's rights under this Lease. Notwithstanding the preceding term, County has the absolute right, at its complete discretion, to terminate this Agreement with thirty (30) days' notice if the County determines that such termination is necessary to carryout development plans.
- (b) County reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.
- (c) County reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
- (d) This Lease is and shall be subordinate to the provisions of existing and future agreements and assurances between County and the United States, the Federal Aviation Administration, 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 obtaining or expenditure of federal funds, state funds, services, or property for the benefit of the Airport.
- (e) During national emergency, County shall have the right to Lease all or any part of the landing area or the Airport to the United States or the State of California for military use, and if any such Lease is executed, the provisions of this Lease insofar as they may be inconsistent with the provisions of such Lease to the government, shall be suspended, but such suspension shall not extend the term of this Lease. Abatement of rentals shall be reasonably determined by the County in proportion to the degree of interference with Lessee's use of the Airport and Leased Premises.
- (f) Except to the extent required for the performance of any obligations of Lessee hereunder,

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

nothing contained in this Lease shall grant to Lessee any rights whatsoever in the airspace above the Premises other than those reasonably necessary to Lessee's enjoyment of the Premises and which are consistent with Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

- (g) This Lease is subject and subordinate to any and all mortgages which may now or hereafter encumber the County's fee simple interest in the Airport real property, and to all renewals, modifications and extensions thereof; provided that with respect to any future mortgage, the subordination described above shall be subject to the following: in the event that any proceedings are brought by the mortgagee (a) to foreclose the mortgage or any renewal, modification, consolidation, replacement or extension thereof, for any reason whatsoever, or (b) to succeed to the interest of County by foreclosure, deed in lieu thereof or otherwise, and provided no uncured event of default under this Lease shall have occurred and be continuing, Lessee's possession of the Premises and Lessee's rights and privileges under this Lease and any extension or extensions thereof shall not be diminished, interfered with or disturbed by the mortgagee. Lessee shall, within seven (7) days after required of County, execute any subordination documents which County or any mortgagee of the Premises may reasonably request, but no such document shall be required to effectuate said subordination. Any such subordination documents shall, as to any future mortgage, comply with the terms of this paragraph.
- (h) Lessee understands and accepts County's delegation of the prohibition against exclusive rights in accordance with the obligation set forth in the Federal Aviation Act of 1958, Section 308(a), which states "there shall be no exclusive right for the use of any landing area or air navigation facility upon which federal funds have been expended" and as set forth in 49 United States Codes Section 40107(a)(4) and U.S.C. Section 40103(e). Lessee may not exercise any of its rights or privileges under the Lease in any manner which results in and subjects the public Airport users or tenants to unjust discrimination.
- (i) Lessee for himself/herself/itself, and its or their personal representatives, administrators, successors in interest, and assignees, as part of the consideration hereof, does hereby covenant and agree 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 Airport facilities, in the construction of any improvements on, over, or under Airport land, or in the furnishing of services thereon; and (b) use the Premises shall be in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as outlined in FAA AC 150/5100-15A Civil Rights Requirements for the Airport Improvement Program and as said regulations may be amended.
- (j) Lessee acknowledges that the County is subject to Federal Grant Agreement obligations as set forth on Exhibit "F" attached hereto and made a part hereof, and Lessee shall act in compliance therewith.

31. DISCLAIMER OF LIABILITY: COUNTY HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES COUNTY

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

FROM, ANY AND ALL LIABILITY WHETHER IN CONTRACT OR TORT (EXCEPT AS PROVIDED HEREIN) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, OR ITS EMPLOYEES, AGENTS OR INVITEES, DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE AIRCRAFT OR OTHER PROPERTY OF LESSEE THAT MAY BE LOCATED OR STORED ON OR IN THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

32. ASSIGNMENT OR SUBLEASING: Neither this Lease nor any interest herein shall be assigned, either voluntarily or involuntarily, by Lessee, or by operation of law or otherwise, nor shall the Premises or the FBO Facilities, or any part thereof, be sublet by Lessee without the prior written consent of County. Consent to any such assignment, transfer, or sublease shall not be unreasonably withheld by County provided (a) County receives FAA Certificates of Ownership for all Aircraft contemplated for storage on the Premises, together with copies of the insurance certificates for each Aircraft as required herein, and (b) in the case of an approved assignment and FBO Facilities sublease or transfer, the transferee of the FBO Facilities shall execute a new FBO Facility Lease under terms and conditions then being offered by County but with a term ending no later than the expiration date of the then-current Initial Term or Renewal Term, with the same renewal periods as set forth herein, if any remain (and this FBO Facility Lease shall terminate), or, in the case of a sublease, the sub-lessee executes a sublease containing an agreement to be bound by the provisions of this Lease. Any such assignment, transfer, or sublease without such prior written consent of County shall be void and County shall have the right to terminate this Lease upon such unapproved assignment, transfer, or sublease at its sole discretion.

County shall have the right to assign or transfer County's interest in this Lease or any rights or obligations in or to it. In the event of any such assignment or transfer, Lessee shall look solely to the assignee or transferee for performance of County's obligations under this Lease.

The parking or storing of any aircraft in which Lessee does not have a controlling ownership interest on the Leased Premises for more than five (5) days, which need not be consecutive, in any twelve (12) month period shall require a sublease. No sublease of this Lease shall be valid unless the sublease is reduced to writing, and executed by Lessee, County, and the sub-lessee. Copies of all subleases shall be kept on record at the Airport Director's Office.

33. LIENS: Lessee shall keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by itself/himself/herself and its invitees, agents, and sub-lessees, and their invitees and agents.
34. SURETY FOR PERFORMANCE AND PAYMENT: Surety for Performance and Payment. Before any major work of construction, alteration or repair is commenced on the Leased Premises, Lessee shall furnish County adequate surety for performance and payment in a form acceptable to the County Risk Manager, in an amount not less than the cost of the improvements to be improved, repaired, or constructed, and which shall remain in effect until the entire cost of the work has

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

been paid in full and the improvements have been insured as provided in this Lease. County may, but shall not unreasonably, disapprove the surety. The surety shall be deemed approved unless notice of disapproval is given within thirty (30) days after receipt of the proposed surety.

35. ABANDONMENT: Lessee agrees not to vacate or abandon the Leased Premises at any time during the term of this Lease. Should Lessee vacate or abandon said Leased Premises or be dispossessed by process of law or otherwise, such abandonment, vacation, or dispossession shall be a breach of this Lease and, in addition to any other rights which County may have, County may remove any personal property belonging to Lessee which remains on the demised Leased Premises and store the same, such removal and storage to be for the account of the Lessee.
36. GOVERNING LAW: This Lease shall be construed in accordance with the laws of the State of California. Venue shall be in the appropriate court in and for Siskiyou County.
37. EMINENT DOMAIN: In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority this Lease shall terminate and expire as of the date of such taking and Lessee shall thereupon be released from any liability thereafter accruing hereunder.

In the event a portion of the Premises is taken under the power of eminent domain by any public or quasi-public authority such that the improvements thereon cannot in Lessee's opinion be used for its intended purposes Lessee shall have the right to terminate this Lease as of the date Lessee is required to vacate a portion of the Premises upon the giving of notice in writing of such election within thirty 30 days after said Premises have been so appropriated or taken In the event of such termination both Lessor and Lessee shall thereupon be released from any liability thereafter accruing hereunder Lessor agrees immediately after learning of any appropriation or taking to give Lessee notice thereof in writing.

If the Premises are taken or Lessee elects to terminate upon a partial taking Lessor agrees to offer to lease to Lessee similar space on similar terms for a term equal to the remaining term hereunder if any such land is available for lease at the Airport.

If this Lease is terminated in either manner hereinabove provided Lessor shall be entitled to the entire award or compensation for the land in such proceedings but the rent and other charges for the last month of Lessee's occupancy shall be prorated and Lessor agrees to refund to Lessee any unused portion of said rent or other charges paid in advance.

38. RELATIONSHIP OF PARTIES: The relationship between County and Lessee shall always and only be that of lessor and lessee, or landlord and tenant. Lessee shall never at any time during the term of this Lease become the agent of County, and County shall not be responsible for the acts or omissions of Lessee, its employees or agents.
39. REMEDIES CUMULATIVE: The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.

**ATTACHMENT A  
SISKIYOU COUNTY AIRPORT  
FIXED BASE OPERATION FACILITY LEASE  
EXAMPLE**

40. DEFAULT: The Lessee shall be deemed in default upon:

- (a) Failure to complete the agreed upon improvements detailed in Section 10 by July X, 2022;
- (b) Failure to pay rent and gross quarterly receipts within thirty (30) days after due date;
- (c) Failure to submit the FBO Facilities Report within ninety (90) days of the report due date;
- (d) The filing of a petition under the Federal Bankruptcy Act or any amendment, including a petition for reorganization or an arrangement;
- (e) The commencement of a proceeding for dissolution or for the appointment of a receiver;
- (f) The making of an assignment for the benefit of creditors;
- (g) Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty (30) days;
- (h) Abandonment of Leased Premises.

41. NOTICES: All notices to be given hereunder shall be in writing and shall be sent by certified mail postage prepaid, addressed as follows:

NOTICE TO LESSOR:

Email Address: [egarrett@co.siskiyou.ca.us](mailto:egarrett@co.siskiyou.ca.us)

Telephone: (530) 842-8289

Siskiyou County General Services 190 Greenhorn Rd.  
Yreka, CA 96097

NOTICE TO LESSEE:

Email Address:

Telephone:

Name:

Address: City/State/ZIP:

Any notices permitted or required to be given by the terms of this Lease shall be effective three (3) business days after mailing, or the next business day after emailing.

42. AMENDMENT: Lessor may amend this Lease during the original term or renewal term of this Lease.

43. INTEGRATION: This Lease constitutes the entire Lease between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, between the parties. Any change or modification

**ATTACHMENT A**  
**SISKIYOU COUNTY AIRPORT**  
**FIXED BASE OPERATION FACILITY LEASE**  
**EXAMPLE**

hereof must be in writing signed by both parties.

44. WAIVER: The waiver by either party of any covenant or condition of this Lease shall not thereafter preclude such party from demanding performance in accordance with the terms thereof. No failure of County to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by County of full or partial rent during the continuance of any such breach or application of the security deposit in light of any breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, limitation, right or remedy. No term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by County or by Lessee, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by County or by Lessee, as the case may be. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant, agreement, provision, condition and limitation of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
45. SUCCESSORS BOUND: This Lease shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.
46. SEVERABILITY: If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties and subject matter of this Lease, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
47. TIME IS OF THE ESSENCE: Time is of the essence in the performance of all of Lessee's obligations under this Lease.
48. TAXES, ASSESSMENTS AND FEES: Lessee agrees to pay all taxes including the possessory interest tax levied by Siskiyou County on FBO lessees. The Lessee of record on January 1st of each year will be billed directly by County. Lessee shall be solely responsible for the payment of all taxes, assessments, license fees or other charges that may be levied or assessed during the term of this Lease upon or against any real property, personal property or equipment located within or upon the Leased Premises which is owned by, leased to or in the care, custody and control of Lessee.
49. FINANCIAL DISCLOSURE: Lessee shall furnish such evidence as may be reasonably requested by Lessor to show the Lessee is financially capable of providing the services and facilities set forth in the Lease.
50. FINANCING AGREEMENTS: Lessee shall not encumber any improvement, land, or property on the Premises owned by the Lessor in order to obtain financing or refinancing for the construction, improvement, repair of the FBO Facilities. Notwithstanding, County shall cooperate with Lessee and any lender in the execution of an amendment to this Lease setting forth such lender's financing terms and conditions, and County shall not unreasonably withhold its consent to such financing terms and conditions so long as the terms within this paragraph are adhered to.

**ATTACHMENT A  
SISKIYOU COUNTY AIRPORT  
FIXED BASE OPERATION FACILITY LEASE  
EXAMPLE**

IN WITNESS WHEREOF, County and [LESSEE/COMPANY] have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: \_\_\_\_\_

\_\_\_\_\_  
BRANDON A. CRISS, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

[LESSEE/COMPANY]  
\_\_\_\_\_  
NAME, TITLE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
NAME, TITLE

ACCOUNTING:

Fund	Org	Account	Amount	FY
5230	302050	531100	\$ TBD	19/20
5230	302050	531100	\$ TBD	20/21
5230	302050	531100	\$ TBD	21/22
5230	302050	531100	\$ TBD	22/23
5230	302050	531100	\$ TBD	23/24
5230	302050	552600	\$ 100.00	19/20
5230		211902	\$ TBD	

Lessee will receive a letter from County every five (5) years with the amount for future Lease payments.