

LAMPSON FIELD AIRPORT
RENTAL AGREEMENT No. 2

This rental agreement is made this ____1st____ day of __May____, 2021, between County of Lake, Department of Public Works, and Paul E. Loewen, Shery Loewen and Kevin Soto, for the rental property described as: large metal storage hangar and breeze way, at a rental rate of \$500.00 per month, payable monthly in advance of the first day of each month beginning June 1, 2021.

In consideration of the payment of the rent specified above, County (Department of Public Works) hereby rents property to tenant on the following terms and conditions:

- 1) Term: Rental of property is on a month-to-month basis, and tenant agrees to pay rent to the Department of Public Works, a rental rate of \$500 per month, in advance on the first day of each month so long as tenancy continues.

Tenant has been informed that under Section 107 of the Revenue and Taxation Code of the State of California, the Lake County Assessor is required to place a value on all possessory interests. The County Assessor will therefore levy a possessory interest tax on this property against the tenant as of January 1st of each year.

- 2) Tenant may make improvements to the premises; provided, however, that approval of such improvements must be obtained in advance, and in writing, from the Director of the County Department of Public Works. Tenant agrees that any improvements of fixtures constructed or installed on the premises shall, at the conclusion of the term of the rental agreement, become property of County.
- 3) The premises shall be used for the storage of aircraft parts and accessories, new and used radios, and all other electronic equipment including aircraft instruments, navigational and airmen's supplies, and accessories. The premises shall not be used for any other purpose without first obtaining the written consent of the Director of the County Department of Public Works.
- 4) Tenant agrees to obtain and maintain during the term of this agreement, insurance coverages as follows: Single Limit Liability Insurance \$1,000,000.00 the County of Lake shall be named as additional insured. Said insurance shall further provide that the insurance shall not be cancelled or reduced until a thirty day notice has been served by the insurer upon the County of Lake, Tenant shall furnish County with a copy of the policy.

Tenant agrees to hold harmless, defend and indemnify County from all claims, actions, suits, charges, or any liabilities whatsoever arising from the conducting of aircraft and/or aeronautical storage activities by the tenant or any other activities whatsoever conducted by Tenant at Lampson Airport.

- 5) Termination: This agreement will be subject to cancellation and termination by either party at any time by giving the other party notice in writing at least 45 days next prior to the date when such termination shall become effective. In the event

of such termination, any unearned rental paid by tenant shall be returned to tenant.

- 6) Vacating the Property: Upon vacating the property, the Tenant agrees to leave same in as good condition as existed on the day possession was taken, allowing for ordinary and normal usage during occupancy; and to reimburse the County for any damage for any damage done to the property caused by Tenant's occupation to tenancy other than that due to normal use. Tenant shall not leave or allow to remain on the property any garbage, refuse, or debris. Any removal costs incurred by the County will be paid by the Tenant. On the date the property is vacated.
- 7) All tenants shall be held jointly and severally liable for all terms and obligations under this agreement.

In witness thereof, the parties hereto have executed this rental agreement the day and year first above written.

County of Lake

Chair, Board of Supervisors

By: Paul E. Loewen
Paul E. Loewen

By: Shery Loewen
Shery Loewen

By: Kevin Soto
Kevin Soto

ATTEST: CAROL J. HUCHINSON
CLERK OF THE BOARD

APPROVED AS TO FORM
ANITA L. GRANT
COUNTY COUNSEL

BY: _____

Anita L. Grant