



# HANGAR RENTAL AGREEMENT

Boulder City Municipal Airport  
Boulder City, NV

## 1. Parties:

The parties to this Hangar Rental Agreement (this "**Rental Agreement**") shall be the City of Boulder City, a municipal corporation of the State of Nevada, as landlord, hereinafter referred to as the "**City**", and [REDACTED], in their personal and individual capacity, as tenant, hereinafter referred to as "**Tenant**".

## 2. Premises:

The above-named Tenant agrees to rent the City-owned airplane hangar located at the Boulder City Municipal Airport (the "**Airport**") and known as Hangar # [REDACTED] (the "**Hangar**").

## 3. Rent:

### 3.1 Initial Amount:

The initial monthly rent shall be \$ [REDACTED] per month.

### 3.2 Escalation: \_\_\_\_\_

3.2.1 Escalation Date. Beginning July 1, 2021, and every year thereafter on July 1<sup>st</sup>, the annual rental rate shall have an escalation. The rental rate increase based on the consumer price index (CPI) as reported for the month of September prior to the rent escalation date, but shall not be less than two percent (2%) or more than six percent (6%) in any given year.

3.2.2 Notification. Tenants will be notified of the rate increase sixty (60) days prior to the effective date of any change made under this Section 3.2.

### 3.3 Manner of Payment:

Rents owing under the terms of this Rental Agreement shall be paid in advance on or before the first (1<sup>st</sup>) day of every calendar month; provided, however, that the first full month's rent shall be payable in advance of occupancy. Rent shall be paid without demand or notice and without set-off or deduction. Rent for any partial calendar month during the Term (as defined below) shall be prorated based on the actual number of days in such month. All rent and other amounts that Tenant is required to pay to the City hereunder shall be paid in lawful currency of the United States of America at the address set forth in Section 36 or such other place as the City may, from time to time, designate in writing.

### 3.4 Late Charges:

If Tenant fails to pay any rent or other amount that Tenant is required to pay to the City hereunder within five (5) days following the due date thereof, then Tenant shall pay to the

City upon demand a late charge equal to the greater of (i) five percent (5%) of the amount due, or (ii) one percent (1%) of the amount due per month from the due date thereof until paid.

#### **4. Term:**

##### **4.1 Initial Term:**

The initial term of this Rental Agreement shall commence on [REDACTED], 202[REDACTED] and end on the date three (3) years thereafter, unless terminated earlier as herein provided (as the same may be extended under Section 4.2, the "**Term**").

##### **4.2 Extension Option:**

Tenant is hereby granted an option to extend the Term one (1) time by two (2) years. Such option shall be effectively exercised only if (i) Tenant notifies the City, in writing, of Tenant's election to exercise such option no less than [REDACTED] ([REDACTED]) months prior to the commencement of the extension period, and (ii) there is no uncured Event of Default (as defined below) at the time of such notice.

##### **4.3 Holding Over:**

If Tenant holds possession of the Hangar after the expiration or earlier termination of this Rental Agreement, then the City may, in its sole discretion, treat such possession as an unauthorized holdover and as a month-to-month tenancy, upon the same terms and conditions as are set forth in this Rental Agreement, except for the term and except that the monthly rent shall be one hundred twenty-five percent (125%) of the monthly rent immediately prior to such termination.

#### **5. Occupancy of Hangar; Locks:**

Tenant is entitled to take possession of the Hangar only after this Rental Agreement is fully executed and delivered by Tenant and the City.

Tenant will be provided with [REDACTED] keys for the Hangar. Should either of these keys be lost or stolen, Tenant shall notify the City and a new lock and replacement keys will be provided to Tenant, at Tenant's expense. Locks on at the Hangar are the property of the City. Locks and/or padlocks that have been changed and/or replaced by Tenant may be removed and replaced by the City at Tenant's expense. Tenant shall keep all doors to the Hangar closed and locked at all times when unoccupied. Tenant shall be responsible for security of such doors at all times.

#### **6. Airport Access Cards:**

The City authorizes Tenant access to Zone 3 of the Aircraft Operating Area (the "**AOA**"). Tenant shall not access Zone 1 or 2 of the AOA. The City reserves the right to evaluate and redefine these zones at any time. Tenant shall be responsible for all actions, damage, infractions, or other trespasses that may be committed by Tenant's visitors.

Tenant will be provided an Airport access card.

At any time there is an uncured Event of Default, the City may disable Tenant's Airport gate and

other entry access card(s).

## **7. Use of Hangar:**

**Commercial or revenue-producing activities are not permitted in or about the Hangar.**

Tenant may utilize the Hangar for the storage of Tenant-owned **operational** aircraft, and for no other purpose other than reasonable *de minimis* storage. Preventive maintenance, as outlined in FAR Part 43 Appendix A (c), incorporated by reference, may be accomplished solely by Tenant on Tenant's aircraft in the Hangar. The City may, in its sole discretion, approve construction of experimental aircraft, by Tenant, on a case-by-case basis.

Except as otherwise expressly provided herein for construction, aircraft stored in the Hangar must be operational at the commencement and throughout the Term, except for occasional periods for normal maintenance and repair. The determination of whether an aircraft is operational shall be confirmed by documentation of an annual or condition inspection per FAA 14 CFR 91.409. The City may inspect the Hangar at any time to verify this requirement is being met.

If Tenant sells Tenant's aircraft with the intent of purchasing another aircraft, Tenant may, with prior written approval from the City, continue to rent the Hangar for up to six (6) months while purchasing another aircraft. If Tenant has not purchased an aircraft within six (6) months, this Rental Agreement shall terminate. Furthermore, during this period, Tenant shall not use the Hangar for any purpose other than the aforementioned aeronautical uses.

Storage of land vehicles is approved for up to fourteen (14) consecutive days while actively flying Tenant-owned aircraft. Storage in excess of fourteen (14) days is prohibited and grounds for termination of this Rental Agreement by the City with thirty (30) day written notice. Tenant may not park vehicles outside of this Hangar. Parking is allowed only inside the Hangar. No repairs of vehicles are allowed in the Hangar.

Storage of items other than Tenant-owned aircraft shall comply with 14 CFR Chapter 1 [Docket No. FAA 2014-0463] (Policy on the Non-Aeronautical Use of Airport Hangars), and all other applicable current and future federal, state, and local regulations and policies.

Tenant will not, nor will Tenant allow any third party to, use, generate, store or dispose of any hazardous material, as defined by any federal, state or local law, in the Hangar, except that fuel may be stored in Hangar, provided it is kept in approved non-metallic safety containers of not more than 5-gallon capacity having a spring-closing lid and spout cover (four cans maximum). Fuel may also be stored within the normal portions of any aircraft or vehicle placed in the Hangar in accordance with this Rental Agreement.

Tenant shall not commit, or suffer to be committed, at the Hangar any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant at the Airport.

## **8. Ownership of Aircraft:**

Tenant shall be the owner of the aircraft stored in the Hangar and shall provide a copy of the registration and airworthiness certificate at the time of Rental Agreement execution. In the event

that multiple parties own an aircraft, each owner shall sign and execute this Rental Agreement for the Hangar at the time of entry into this Rental Agreement. Aircraft ownership shall be established by the name(s) of the party(ies) appearing on the Federal Aviation Administration Form, AC Form 8050-3 – Certificate of Aircraft Registration, a copy of which shall be attached to this Rental Agreement. If aircraft ownership is fractional or a flying club, all owners and/or members shall sign and execute this Rental Agreement.

Registered Owner(s): \_\_\_\_\_

Tail No: \_\_\_\_\_

Aircraft Make/Model: \_\_\_\_\_

If the aircraft ownership changes, this Rental Agreement shall terminate, subject to the exceptions set forth in Section 7 and provided, however, that if only a fractional owner or flying club member changes, then this Rental Agreement shall not terminate so long as (i) any new and all remaining owners or members, as applicable, notify the City in writing of the ownership or member change and any new owner or member, as applicable, executes and delivers to the City an addendum to this Rental Agreement agreeing to be bound by this Rental Agreement within thirty (30) days of the time of such ownership or member change, and (ii) a new aircraft registration is provided to the City within such thirty (30) days.

#### **9. Airworthiness Certificate:**

Tenant's aircraft shall have an airworthiness certificate issued by the FAA and must be in operable condition. Experimental aircraft are granted a twelve (12) month grace period to obtain an airworthiness certificate issued by the FAA if the aircraft is still under construction. If Tenant has not obtained an airworthiness certificate issued by the FAA for the experimental aircraft within twelve (12) months, the City may terminate this Rental Agreement for noncompliance with thirty (30) day notice.

#### **10. Utilities:**

The cost of electrical and water utility services to the Hangar shall be paid by the City; provided, however, that if the City determines that Tenant's usage of electricity or water at the Hangar exceeds the average usage of such utility at similar hangars at the Airport, then the City may bill Tenant for such excess usage (as determined by the City) and Tenant shall pay such bill within 30 days of receipt. The City's obligation under this provision shall be limited to the electrical and water utility facilities presently existing and constructed at the Hangar on the date of this Rental Agreement, and nothing herein shall obligate the City to provide any additional utility to Tenant or to obligate the City to permit Tenant to construct or contract for any additional utilities.

Notwithstanding anything to the contrary, the City shall not be liable to Tenant in damages or otherwise if any one or more of the utilities or services used or consumed at the Hangar is interrupted or terminated because of (i) necessary maintenance or repairs, (ii) the failure or inability of any provider of any such utility or service to provide such utility or service to the Hangar, or (iii) any other cause beyond the City's reasonable control. No such interruption or termination of utilities or services shall relieve Tenant from any of its obligations under this Rental Agreement.

#### **11. Taxes:**

If at any time during which this Rental Agreement is in effect, the Hangar, the leasehold interest of Tenant hereunder or the rental payments hereunder become subject to any federal, state or local property, sales, rent or other tax, then Tenant shall pay such taxes before delinquency. Tenant shall also pay before delinquency all taxes, fees and other governmental charges on Tenant's aircraft and other personal property at the Hangar.

## **12. Condition of Hangar:**

Tenant acknowledges and agrees that (i) Tenant has examined and knows the condition of the Hangar, (ii) Tenant agrees to receive the same "as is", and (iii) the City hereby disclaims, and Tenant accepts such disclaimer of, any representation or warranty, express or implied regarding the condition, use, or fitness for use of the Hangar. Tenant assumes full responsibility for moving Tenant's aircraft and other property into and out of the Hangar. Tenant understands that the City does not guarantee the Hangar to be weather-proof, and Tenant understands that weather may penetrate the Hangar through the door(s) and possibly the ceiling. Tenant understands that the Hangar is a metal structure and it is common for condensation to collect on the underside of the Hangar roof and drip water onto aircraft and belongings.

## **13. Alterations and Improvements:**

Title to all improvements constructed, installed or attached to the Hangar shall rest in the City.

Tenant shall make no additional alterations, additions, modifications, replacements or other improvements to either the interior or exterior of the Hangar, without first obtaining the City's prior written approval in its sole discretion, including, but not limited to:

- Modifying existing wiring, installing additional outlets, fixtures, or the like therein.
- Painting, removing, modifying, bending, drilling, cutting or otherwise altering or modifying any part of the Hangar.
- Attaching any hoisting or holding mechanism (i.e., chain-fall, block, tackle, or any other hoisting device) to any part of the Hangar or passing any such mechanism over the trusses or braces of the Hangar.

## **14. Maintenance and Repair:**

### **14.1 Obligations of City:**

Subject to Section 19, the City is responsible for the maintenance and repair of the Hangar structure and electrical systems. If the Hangar requires repair, Tenant shall contact the City within five (5) days of discovery. The City shall not be liable to Tenant for any failure by the City to make any repairs that the City is required to make hereunder unless Tenant has previously notified the City in writing of the need for such repairs and the City has failed to commence such repairs within a reasonable period of time following the City's receipt of Tenant's written notification or to thereafter diligently pursue such repairs to completion.

### **14.2 Obligations of Tenant:**

Except as otherwise expressly provided in Section 14.1, (i) Tenant's use and occupancy of the Hangar shall be without cost or expense to the City, (ii) Tenant shall keep and maintain the Hangar (including, without limitation, all door tracks) in a safe, clean, orderly, and

inviting condition, and free of any debris or waste materials, at all times, and (iii) Tenant shall at all times keep the adjacent apron, taxiway or pavement and the Hangar door free of any and all obstructions or interferences to adjacent hangars. In addition, Tenant shall repair or replace, at its sole expense, any damage to the Hangar or any other portion of the Airport, caused by Tenant.

#### **15. Laws, Ordinances, etc.:**

Tenant shall observe and obey all laws, ordinances, regulations, rules, and policies of the federal, state, county, and municipal governments, which may be applicable to Tenant's use of the Hangar or operations at the Airport.

#### **16. Airport Rules, Standards, Regulations, and Policies:**

During the Term, the City shall have the right, and shall adopt and enforce rules, standards, regulations, and policies, which may be amended from time to time, with respect to the use of the Airport and related facilities (including, without limitation, the Hangar) which Tenant agrees to observe and obey, including but not limited to:

- All hot work is prohibited in the Hangar. This includes, but is not limited to, welding, brazing, grinding, cutting, soldering, and use of a heat gun.
- Spray painting or use of other hazardous chemicals is prohibited.
- Storage or use of flammable and/or volatile liquids/materials such as paint, dope, or aircraft parts/cleaning fluids in or about the Hangar is prohibited, except two cases of aircraft engine oil and typical spray cleaners may be stored in the Hangar.
- Preventive maintenance, as outlined in FAR Part 43 Appendix A (c), incorporated by reference, may be accomplished solely by Tenant on Tenant's aircraft in the Hangar. All other types of repairing, overhauling, or maintenance on aircraft, land vehicles or boats, etc., are prohibited.
- The City may approve, on a case-by-case basis, construction of experimental aircraft in compliance with 14 CFR Chapter 1 (Policy on the Non-Aeronautical Use of Airport Hangars). Approval must be in writing prior to the beginning of the construction project.
- No heaters shall be placed or used unattended within the Hangar.
- Tenant shall not hang, attach or mount anything to any portion of the structure and shall not drill holes in any portion of the structure.
- Tenant shall not drill holes in or modify the floor.
- Aircraft engines shall not be operated inside the Hangar.
- Hangar doors shall remain closed at all times when not in use.
- Tenant shall provide one fire extinguisher type 2A-10-BC with current inspections.
- Tenant shall provide and utilize a drip pan under the aircraft.

#### **17. City's Rights:**

Except as specifically limited by the provisions of this Rental Agreement, the City retains all power and authority to direct, manage and control the operations of the Airport, including, but not limited to, determining its organization; directing the work of its employees; determining the times and hours of operations; determining the kinds, levels and methods of services to be provided; establishing its goals and objectives; building, moving and modifying structures; and taking action

on any matter, including suspending any provision or provisions of this Rental Agreement, during an emergency caused by an act of God or interference by a third party beyond the control of the City. The determination of whether an emergency exists is solely within the discretion of the City.

**18. Inspection:**

City employees, contractors and agents shall have the right to inspect the Hangar. A 24-hour notice shall be given to schedule an inspection, except in the case of emergencies or for cause. This includes the Hangar interior to ensure Tenant's safe activity, compliance with all of the terms, covenants, and conditions of this Rental Agreement, and the FAA Grant assurances and other federal, state, and local regulation. Tenant hereby consents to allow the City such access.

**19. Indemnity; Liens:**

Tenant agrees fully to indemnify, and save and hold harmless the City, and its agents, employees and contractors, from and against all liabilities, losses, damages, claims and actions and all expenses incidental to the investigation and defense thereof (including, without limitation, reasonable attorney costs and fees), based upon or arising out of loss of life, bodily or personal injury, or damage to property (including, without limitation, the Hangar), caused by (i) any act, omission, fault or negligence of Tenant, or its agents, employees or contractors, which occur in the Hangar or other parts of the Airport, (ii) Tenant's use or occupancy of the Hangar, or (iii) any breach by Tenant of any of Tenant's obligations under this Rental Agreement.

Without limiting the foregoing, Tenant shall not permit any mechanic's, materialman's or other lien to be filed against the Hangar or the Airport as a result of work, labor, services or materials performed for or furnished to Tenant.

This Section 19 shall survive the expiration or any sooner termination of this Rental Agreement.

**20. Insurance:**

**20.1 Liability Insurance:**

Tenant agrees to carry and keep in force, general liability insurance covering bodily and personal injury, property damage and contractual liability, and such other insurance as may be necessary to protect the City from such claims and actions. Without limiting its liability, Tenant agrees to maintain with insurance underwriters satisfactory to the City, a standard form of policy of insurance in an amount of not less than \$1,000,000 per occurrence. This required amount of coverage may change if additional amounts of coverage are required by risk analysis, or if the City develops standardized insurance schedules. The City shall be listed as an additional named insured on such policy.

**20.2 Property Insurance:**

Tenant shall also procure and keep in force, fire and extended coverage insurance, upon Tenant's aircraft and other personal property in the Hangar from time to time, to the full insurable value thereof.

**20.3 Certificates of Insurance:**

Tenant shall provide to the City copies of the policies for the insurance set forth in this Section

20, or certificates of such policies, prior to the City's delivery of possession of the Hangar to Tenant and at least annually thereafter and as otherwise requested by the City. Any failure by Tenant to maintain any policy required under this Section 20 shall be an Event of Default.

## **21. Security:**

Tenant acknowledges that the City is not responsible for providing security services in the Hangar and that all such responsibility is the obligation of Tenant.

## **22. Default:**

### **22.1 Events of Default:**

Each of the following shall be considered an "Event of Default" and shall give rise to and entitle the City to the remedies provided for in Section 22.2, as well as any and all other remedies, whether at law or in equity, provided for or otherwise available to the City or as otherwise provided for in this Rental Agreement: (i) Tenant fails to timely pay any rent or other sum of money required to be paid by Tenant to the City under this Rental Agreement, and such failure is not cured within fifteen (15) days after receipt of written notice thereof from the City, (ii) Tenant shall default in the performance of any other covenants, terms, conditions, provisions, rules or regulations of this Rental Agreement excepting those items listed elsewhere in this Section 22.1 and such default is not cured within thirty (30) days after written notice thereof given by the City, or (iii) any other Event of Default designated elsewhere herein occurs.

### **22.2 Remedies and Damages:**

If any Event of Default occurs, the City may, at its option and in addition to any and all other rights or remedies provided the City in this Rental Agreement or at law or in equity, immediately, or at any time thereafter, and without demand or notice (except as provided herein): (i) if the Event of Default pertains to work or other obligations (other than the payment of rent) to be performed by Tenant, without waiving such Event of Default, enter the Hangar and perform such work or other obligation, or cause such work or other obligation to be performed, for the account of Tenant; and Tenant shall upon demand pay to the City the cost of performing such work or other obligation plus ten percent (10%) thereof as administrative costs, or (ii) terminate this Rental Agreement by written notice to Tenant and re-enter the Hangar and take possession thereof, and accelerate all rent and other charges that would have been owing during the remaining portion of the Term if not for such termination.

### **22.3 Habitual Monetary Defaults:**

Notwithstanding anything to the contrary set forth in this Rental Agreement, if there is an Event of Default with respect to the timely payment of any rent or other sum of money required to be paid by Tenant to the City under this Rental Agreement, and such Event of Default shall be repeated two (2) times in any period of twenty-four (24) consecutive months, then, notwithstanding that such Event of Default shall have been cured, upon any further similar Event of Default within said twenty-four (24) month period (a "**Habitual Monetary Default**"), the City, without affording Tenant an opportunity to cure such Habitual Monetary Default, may terminate this Rental Agreement by written notice to Tenant given within thirty (30) days of such Habitual Monetary Default.



#### **22.4 Acceptance of Partial Payments:**

The City may, at its option, accept partial payments from Tenant without waiving any rights concerning collection of the full amount due, and without waiving Tenant's default for non-payment.

#### **22.5 Cumulative Remedies:**

The specified remedies to which City may resort under the terms of this Rental Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress, to which City may lawfully be entitled for any breach or threatened breach by Tenant of any provision of this Rental Agreement. In addition to the other remedies in this Rental Agreement provided, the City shall be entitled to the restraint by injunction of the violation or attempted or threatened violation.

### **23. Security Deposit:**

Concurrently with Tenant's execution and submission of this Rental Agreement, Tenant shall deposit with the City and thereafter during the Term shall maintain on deposit with the City, without interest, the sum of \$ [REDACTED] (the "**Security Deposit**"). The parties agree that (i) the Security Deposit or any portion thereof may be applied by the City to the curing of any default by Tenant that may exist, without prejudice to any other remedy or remedies which the City may have on account of such default, and upon such application Tenant shall pay to the City upon demand the amount necessary to restore the Security Deposit to its original amount, (ii) the City shall not be obligated to hold the Security Deposit as separate funds, but may commingle it with other funds, and (iii) if Tenant performs all of the terms, covenants and conditions of this Rental Agreement on its part to be kept and performed (including, without limitation, Tenant's obligations under Section 26), then the Security Deposit, or any then remaining balance thereof, shall be returned to Tenant, without interest, within sixty (60) days after the expiration of the Term.

### **24. Assignment, Transfer, and Subletting:**

#### **24.1 Approval Required.**

Tenant shall not assign this Rental Agreement, and may not sublet the Hangar, or any part thereof without advance written approval from the City in a format acceptable to the City, nor permit the Hangar, or any part thereof, to be used for any other purpose than as herein stipulated, nor allow or permit any other person or entity to use the Hangar or store or keep any personal property thereon.

#### **24.2 Tenant's Responsibility under Sublease.**

The Tenant is responsible for all actions of any sublessee approved by the City in accordance with this Rental Agreement. A sublessee's violation of any of the City's Rules and Regulations or terms or conditions of this Agreement will be considered as a violation thereof by the Tenant. Upon approval by the City for a sublease arrangement, the Tenant will be responsible for providing the sublessee with the keys to the Premises. No keys will be issued to the sublessee by the City without the written consent of the Tenant.

### **25. Transfer of City's Interest:**

The City shall be liable under this Rental Agreement only while owner of the Hangar. If the City should sell or otherwise transfer the City's interest in the Hangar, then (i) such purchaser or transferee shall be responsible for remaining obligations of the City under this Rental Agreement, and (ii) the City shall have no liability to Tenant under this Rental Agreement except for such liabilities which (a) might have accrued prior to the date of such sale or transfer, and (b) are not assumed by such purchaser or transferee.

**26. Surrender Upon Termination:**

Upon the expiration or earlier termination of this Rental Agreement, Tenant shall have no further right or interest in the Hangar, and Tenant shall deliver and surrender to the City possession of the Hangar in broom-clean condition and otherwise in the state of condition and repair as Tenant is required to maintain the Hangar under this Rental Agreement. If any items or debris are left in the Hangar or oil or substances on the floor, all costs pertaining to cleaning the Hangar shall be the liability of Tenant, and Tenant shall upon demand pay to the City all such costs incurred by the City plus ten percent (10%) thereof as administrative costs.

All Airport access cards and Hangar keys must be surrendered by Tenant to the City upon the expiration or sooner termination of this Rental Agreement. Tenant shall pay the City a fee of \$50 for any such access card or key not returned upon termination of this Rental Agreement.

Any aircraft or other personal property not removed from the Hangar by Tenant upon the expiration or within fifteen (15) days after any earlier termination of this Rental Agreement may be construed by the City as abandoned by Tenant. Alternatively, the City may order Tenant to remove such personal property from the Hangar or have the same removed at Tenant's expense.

**27. Force Majeure:**

Whenever a day is appointed herein on which, or a period of time is appointed in which, a party is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from the doing or completion of such act, matter or thing because of labor disputes, civil commotion, war, warlike operations, sabotage, unforeseen governmental regulations or control, fire or other casualty, unforeseen inability to obtain materials, fuel or energy, weather or other acts of God, pandemic, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse any party from the prompt payment of any money that such party is required to pay hereunder.

**28. Non-waiver:**

Any waiver of any breach of covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance of payment of rent shall not be deemed a waiver.

**29. Attorney Fees:**

In the event, any action, suit or proceeding is brought to collect the rent due or to become due hereunder, or any portion thereof or to take possession of the Hangar or to enforce compliance with

this Rental Agreement or for failure to observe any of the covenants of this Rental Agreement, Tenant agrees to pay the City all reasonable attorney costs and fees incurred by the City in connection with the same.

**30. Quiet Enjoyment:**

The City agrees that on payment of the rent and performance of the covenants and conditions on the part of Tenant to be performed hereunder, Tenant may quietly have, hold and enjoy the Hangar during the Term as herein provided without any disturbance from the City or from any other person or entity claiming through the City.

**31. Assurance Subordination:**

This Rental Agreement shall be subordinate to the provisions of any agreement between the City and the United States of America, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the expenditure of federal funds for the development and maintenance of the Airport.

**32. Non-Discrimination:**

Pursuant to Title VI of the Civil Rights Act of 1964, and by Part 15 of the Federal Aviation Regulations, Tenant agrees it will not discriminate on the grounds of race, sex, color, or national origin, and will not permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations. The City reserves the right to take such action as the United States may direct to enforce the provisions of this covenant, or as it may find necessary.

**33. Interpretation of Rental Agreement:**

Nothing in this Rental Agreement shall be construed or interpreted in any manner as limiting, relinquishing, or waiving any rights or ownership enjoyed by the City, or in any manner waiving or limiting its control over the operation, maintenance, etc., except as is specifically provided for herein or in derogation of such governmental rights as the City poses.

**34. Invalid Provisions:**

In the event any term, covenant, condition, or provisions herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such shall in no way affect any other term, covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the City or Tenant.

**35. Successors and Assigns:**

All of the terms, covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the legal representative, successors, and permitted assigns of the respective parties hereto.

**36. Notices:**

Notices to the City, provided for herein, shall be sufficient if sent by email, certified mail, postage

prepaid, addressed to:

Boulder City Airport Manager  
401 California Avenue  
Boulder City, NV 89005  
AirportAdmin@bcnv.org

Notices to Tenant shall be sufficient if sent by email, certified mail, postage prepaid, addressed to:

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Or to such other respective address, the parties may designate to each other in writing from time to time.

**37. Identification of Tenant:**

If more than one person or entity executes this Rental Agreement as Tenant:

- Each of them is jointly and severally liable for performing all the terms of this Rental Agreement to be performed by Tenant, and;
- The term “Tenant” as used in this Rental Agreement means and includes each of them jointly and severally, in all aspects.

**38. Governing Law:**

The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Rental Agreement.

**39. Execution Required:**

This Rental Agreement is not effective until execution by and delivery to both City and Tenant. This Rental Agreement constitutes the entire agreement of the parties and cannot be modified or changed unless a new Rental Agreement is written and signed by all parties.

**TENANT AGREES TO ENTER INTO THIS RENTAL AGREEMENT IN TENANT’S PERSONAL AND INDIVIDUAL CAPACITY. TENANT FURTHER AGREES TENANT HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO BE BOUND THEREBY. TENANT WILL NOTIFY THE CITY OF ANY ADDRESS OR AIRCRAFT OWNERSHIP CHANGES.**

**EXECUTED:** \_\_\_\_\_, 202\_\_\_\_.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS RENTAL AGREEMENT ON THE DAY AND YEAR SET FORTH ABOVE.**

**CITY:**

**CITY OF BOULDER CITY,  
a Nevada Municipal Corporation**

**By:\_\_\_\_\_**

**TENANT:**

\_\_\_\_\_

**By:\_\_\_\_\_**

DRAFT