

RENT AND FEE SCHEDULE
DEPARTMENT OF AIRPORTS

Rents and Fees Common to
Camarillo and Oxnard Airports

Effective July 1, 202⁵4

RENT FEE SCHEDULE
Department of Airports
Fiscal Year 2025-2026

Summary of Rent & Fees

FY 2024-25

FY 2025-26

CHARGE	Rent or Fee	Changes
Administration Fee - Applies to each new lease processing action by Department	\$ 150.00	
Transient Tie-downs - Per Overnight (Not on Corporate Ramp)		
<i>Single Engine</i>	\$ 8.00	
<i>Multi Engine</i>	\$ 10.00	
<i>Large Aircraft over 12,500 LBS</i>	Equal to Landing Fee	
Transient Ramp Area - Day Use (24 hrs or any portion)		
<i>Commercial / FBO / Overflow Use - Fee Per Day or Portion- under 12,500 lbs</i>	\$ 25.00	
<i>Commercial / FBO / Overflow Use - Fee Per Day or Portion 12,500 - 40,000 lbs</i>	\$ 50.00	
<i>Commercial / FBO / Overflow Use - Fee Per Day or Portion - over 40,000 lbs</i>	\$ 100.00	
<i>Commercial / FBO / Overflow Use - Fee Per Day or Portion - Helicopters</i>	\$ 50.00	
<i>Government/Contract Fire Fighting Aircraft</i>	No charge	
Leased Tiedowns - Per Space, Month to Month Basis		
<i>Standard</i>	\$ 112.00	
<i>Pull-through</i>	\$ 153.00	
<i>Large Aircraft over 12,500 LBS (See also Exhibit B)</i>	10x Landing Fee	
Ground Rent - With Private Hangars - Per SF, Per Month	\$ 0.150	
County Owned Hangar Rent - Per SF, Per Month		
<i>Constructed Prior to 2019</i>	\$ 0.400	
<i>Constructed After 2019</i>	\$ 0.540	
<i>Electric Service - Per Month (if applicable)</i>	\$ 11.00	\$ 15.00
AIRCRAFT OPERATIONS		
Landing Fees		
<i>Air Carriers - Minimum Fee / Fee per 1,000 LBS MTOW</i>	\$ 15.49	
<i>Air Carriers - Fee per 1,000 LBS MTOW (Rounded to nearest thousand pounds)</i>	\$ 1.44	
<i>Lighter-than-air Aircraft Daily Use Fee</i>	\$ 113.00	
<i>Small Aircraft under 12,500 LBS (Non-Commercial)</i>	No charge	
Fuel Flowage/Storage		
<i>Fuel Flowage per delivered gallon (Except Unleaded Fuels in FY 2024-25)</i>	\$ 0.06	
<i>Facility Fee - For Use of County Fuel Farm</i>	\$ 0.02	
<i>Oil Flowage</i>	\$ 0.15	
<i>Fuel Tank Rental - For Storage of Fuel in County Fuel Farm</i>	\$ 0.046	

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Summary of Rent & Fees

FY 2024-25

FY 2025-26

CHARGE	Rent or Fee	Changes
GOVERNMENT AIRCRAFT - WITHOUT CHARGE*		
AIRPORT BUILDINGS/IMPROVEMENTS (County-Owned)		
Rent (Non-Aviation) - Per SF, Per Month	Market Rate per Appraisal	
<i>Storage Lots/Units (including storage units on ends of hangar buildings)</i>	Market Rate per Appraisal	
Rent (Aviation) - Per SF, Per Month		
<i>Hangar</i>	\$ 0.40	
<i>Shop</i>	\$ 0.40	
<i>Office</i>	\$ 0.50	
<i>Ramp</i>	\$ 0.0886	
Term of Lease (Non-Aviation) - Capital Investment/Improvements Per Acre, Per Year CMA/OXR	\$ 20,000.00	\$20k / \$10 k CMA/OXR
Term of Lease (Aviation) - Capital Investment/Improvements Per Acre, Per Year CMA/OXR		
<i>Full Service ASP</i>	\$ 20,000.00	\$20k / \$10 k CMA/OXR
<i>Limited Service ASP</i>	\$ 20,000.00	\$20k / \$10 k CMA/OXR
<i>Single Service ASP</i>	\$ 20,000.00	\$20k / \$10 k CMA/OXR
AIRPORT LAND/GROUND AREAS		
Ground Rent (Aviation & Non-Aviation) - Per SF, Per Year		
<i>Ground Leases (Non-Aviation)</i>	\$ 1.50	
<i>Ground Leases (Aviation)</i>	\$ 0.975	
<i>Percentage Rent</i>	As negotiated	
Term of Lease (Aviation and Non-Aviation) - Improvements Per Acre, Per Year	\$ 20,000.00	
Month to Month Ground Lease	Minimum Rent	

Summary of Rent & Fees

FY 2024-25

FY 2025-26

CHARGE	Rent or Fee	Changes
AUTO PARKING		
Oxnard Terminal Pay Lot		
0-4 HRS	Free	
4-6 HRS	\$ 4.00	
6-12 HRS	\$ 6.00	
12-24 HRS	\$ 15.00	
Each Additional Day	\$ 15.00	
Permit Parking		
Rent-A-Cars - Per Month, Per Space	\$ 20.00	
All Others - Per Month, Per Space	\$ 25.00	
Permit Replacement Fee	\$ 5.00	
AIRPORT PERMITS		
Commercial Activity Permits		
Permit Fee - Aviation Commercial		
Daily Permit	\$ 199.00	\$ 281.00
Additional Consecutive Days	\$ 35.00	\$ 36.00
Annual Permit - Mobile Mechanic, Independent Flight Instructor, Self-Fueler	\$ 750.00	
Annual Permit Renewal - Mobile Mechanic, Independent Flight Instructor, Self-Fueler	\$ 500.00	
Annual Permit - Skydiving (new)		\$ 6,000.00
Permit Fee - Non-Aviation Commercial		
Daily Permit	\$ 436.00	
Additional Consecutive Days	\$ 100.00	
Monthly	\$ 871.00	
Annual	\$ 2,438.00	
Commercial Film/Photography Permits (on Non-Leased Property)		
Feature/TV/Commercial/Movie Filming per day (1-20 Cast/Crew)	\$15k 1st day, \$10k/day thereafter	
Feature/TV/Commercial/Movie Filming per day (21+ Cast/Crew)	\$20k 1st day; \$10k/day thereafter	
Commercial Photography per day	\$ 800.00	
Acvity on Leasehold per day	\$ 262.00	
Special Use Permit Fee - Non-Commercial, Individual, and/or Community/Club Activity		
Daily Fee	\$ 436.00	
Additional Consecutive Days	\$ 100.00	
Annual Fee	\$ 2,438.00	

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Summary of Rent & Fees

FY 2024-25

FY 2025-26

CHARGE	Rent or Fee	Changes
Use Permit for Promotion of Aviation/Non-profit Community Activity	Fee Waiver Required	
Special Uses Requiring Extra or Overtime Operations Personnel	Use Fee Plus Personnel Costs	
Aircraft Repair Work Areas (Wash Racks)		
<i>Aircraft Owner Use (Non-Commercial) - Per 4 Hour period</i>	\$ 25.00	
Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles		
<i>Taxi/Shuttle Permit Fee - Annual (Intra-County Services)</i>	\$ 1,527.00	\$ 1,583.00
<i>Taxi/Shuttle Permit Fee - Annual (Outside of County Services)</i>	\$ 2,438.00	
<i>Taxi/Shuttle Permit Fee - Monthly (Director of Airports Approval Required)</i>	\$ 127.25	\$ 132.00
<i>Courtesy Vehicle Permit Fee - Annual</i>	\$ 184.00	\$ 211.00
<i>Off-Airport Rental Cars (Separate License Required)</i>	8.5% Attributable Gross	
Restaurant		
<i>Restaurant - Major Operation - Base Rent</i>	As negotiated	
<i>Restaurant - Major Operation - Percentage Rent</i>	As negotiated	
<i>Restaurant - Minor Operation - Base Rent</i>	Minimum Base Rent	
<i>Restaurant - Minor Operation - Percentage Rent</i>	6% of Gross	
Disabled Aircraft Fees		
<i>Runway/Taxiway Closure Hourly Fee - First two hours free then:</i>	\$ 1,000.00	
<i>Ramp or Tiedown Storage Daily Fee - First 90 days</i>	\$ 25.00	
<i>Ramp or Tiedown Storage Daily Fee - After 90 days</i>	\$ 50.00	
<i>Ramp or Tiedown Storage Monthly Fee - After 90 days</i>	\$ 1,500.00	
<i>County-Owned Hangar Storage Daily Fee (if available)</i>	\$100 per day, max 90 days	
MISCELLANEOUS CHARGES		
Electronic Payment Convenience Fee (per transaction, except in FY 2024-25)	Waived in FY 2024-25	
<i>Credit/Debit Cards on ePay</i>	2.15%	2.75% / 1.75%
<i>Electronic Checks (eChecks)</i>	\$ 1.50	\$ 1.10
Document Processing Fee		
<i>Documents executed by Director of Airports</i>	\$ 50.00	
<i>Documents executed by Board of Supervisors</i>	\$ 250.00	
<i>Documents reviewed by County Counsel</i>	\$ 250.00	
Transfer Fee for Long Term Lease, Private Hangar Sales (except private hangars in FY 2024-25)	2%	
Document Copying Fee - Per Page	\$ 0.04	
Bad Check Charge	\$ 25.00	
Security Gate Cards - New	\$ 20.00	
Security Gate Cards - Lost Card Replacement	\$ 16.00	
Parking Citations	\$ 50.00	
Airfield Infractions/Citations (1st/2nd/3rd violations)	\$ 100/200/500	
Late Fee (of Unpaid Balance imposed on 11th calendar day of month)	10%	
Airport Sweeper Service Fee - Per Hour or Portion of Hour	\$ 118.00	
Use of VC Advanced Air Mobility Test Range	\$ 250.00	\$1500 per day \$6k/week
Other Hourly Rates		
<i>Private Development Review / Permitting / CEQA Lead Agency - Projects Administrator</i>	\$ 169.27	\$ 190.20
<i>Private Development Review / Permitting / CEQA Lead Agency - Projects Specialist</i>	\$ 118.57	\$ 158.88
<i>Private Development Review / Permitting / CEQA Lead Agency - Deputy Director</i>	\$ 202.97	\$ 221.78
<i>Private Development Review / Permitting / CEQA Lead Agency - Director of Aviation</i>	\$ 254.47	\$ 286.56
<i>Private Development Review / Permitting / CEQA Lead Agency - Lease Manager</i>	\$ 151.70	\$ 180.85
<i>Grant Billing - Federal Grants - Projects Administrator</i>	\$ 169.27	\$ 190.20
<i>Grant Billing - Federal Grants - Senior Accounting Tech</i>	\$ 101.61	\$ 120.24
<i>Grant Billing - Federal Grants - Office Assistant III</i>	\$ 86.45	\$ 93.95
<i>Maintenance Workers - Supervisor</i>	\$ 127.04	\$ 147.01
<i>Maintenance Workers - Lead</i>	\$ 107.46	\$ 116.93

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CHARGE	Rent or Fee	Changes
<i>Maintenance Workers - Senior</i>	\$ 93.38	\$ 111.33
<i>Operations Workers - Supervisor</i>	\$ 122.36	\$ 140.59
<i>Operations Workers - Officer</i>	\$ 106.86	\$ 108.51
<i>Operations Workers - Senior Officer (new)</i>		\$ 132.44
LEASE/LICENSE AGREEMENTS		
Full Service Aeronautical Service Provider	As Negotiated	

Camarillo Airport

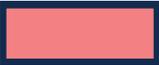


Oxnard Airport



 Transient Parking

 Terminal Apron

 Designated Work Area (Wash Rack)

Rent & Fee Schedule
Exhibit I-D
Revised February 2025

**DEPARTMENT OF AIRPORTS
RENT AND FEE SCHEDULE
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I. AIRCRAFT STORAGE

No aircraft shall be allowed to remain as tenants in/on assigned aircraft storage space on either Camarillo or Oxnard Airport without having first registered with the Director of Airports, or his representative, and having obtained a valid permit, Lease Agreement, or License Agreement as required and having paid the fees as set forth below:

The following shall apply to all aircraft storage Lease and License Agreements:

Fee: All fee calculations listed under this section will be rounded to the nearest whole dollar.

Late Fee: Storage Hangar Lease and License Fees are due and payable on or before the first of each month and if not received before the 16th day of each month a late charge of \$15 shall be added.

Security Deposit: Tenant shall provide County with and thereafter maintain a refundable cash security deposit in an amount equal to one (1) month's rent in effect at the time of initial license sign-up.

Transient aircraft shall be charged fees as set forth below in A:

A. Transient Tie-downs (overnight) 12,500 lb. or less

1. Single Engine - \$8/day
2. Multi Engine - \$10/day
3. Aircraft over 12,500 lb. refer to section C below

(Note: see Section II. A. Landing Fees count as first night daily fee)

B. Tie-downs (month to month)

1. Push in/out - \$112/month
2. Taxi in/out - \$153/month

C. Large Aircraft (over 12,500 lb.)

Unless parked by a commercial operator, Tie-down/Monthly and Transient/Daily Fees: Daily fee \$1.44 per 1,000 lbs. of Max. gross take-off weight. Monthly fee is 10 times the daily fee. Fees are rounded to the nearest whole dollar. The first 24-hour period is included in landing fee. Statements will be sent to the aircraft owner listed in FAA registry.

D. Transient Ramp Area – Commercial Day-Use and Overflow Parking Fee.

Commercial operators that park aircraft on a Transient Ramp Area that is owned and managed by the Department of Airports (~~also known as “Corporate Ramp”~~) will be billed to the commercial operator according to the following schedule (piston aircraft should be parked on a tiedown leased or licensed to the operator). Refer to the Rent and Fee Schedule Index for a depiction of the Transient Ramp Area.

1. Jets and Turboprops less than 12,500 pounds maximum gross take-off weight -

- \$25/day or any portion thereof.
2. Jets and Turboprops between 12,500 – 40,000 pounds maximum gross takeoff weight - \$50/day or any portion thereof.
 3. Jets and Turboprops over 40,000 pounds maximum gross take-off weight - \$100/day or any portion thereof.
 4. Helicopters - \$50/day or any portion thereof.

- NOTES:
- a) Taxi in/out spaces limited to aircraft too heavy to manually maneuver.
 - b) Light Aircraft (12,500 lb. and under) with wingspans exceeding normal tie-down dimensions must rent two or more spaces to accommodate aircraft size.

E. Ground Rent - Private Hangars

1. The rent for Privately owned hangars is based upon \$0.15 per square foot per month.

NOTES:

- a) See Exhibit B for the areas of various hangars calculated from actual measurements and rounded down to the next increment of 10 square feet.
- b) Privately owned hangars to which electrical service was installed at no cost to County and connected to a non-County metered account are exempt from the electrical service rate.
- c) Hangars served with electricity through an independent meter, paid by County, shall be charged an additional estimated \$154 per month electrical energy charge. The actual vs. estimated energy costs will be evaluated annually and adjustments made accordingly.
- d) Upon termination of the Lease Agreement for cause, Lessee shall be placed on a daily rate equivalent to two times the monthly rate divided by 30 and rounded to the next highest dollar.

F. County Owned Hangars (Examples of area - not all inclusive)

1. The rent for County owned hangars built/installed prior to 2019 is based upon \$0.40 per square foot per month. The rent for County owned hangars built/installed in or after 2019 is based upon \$0.54 per square foot per month.

NOTES:

- a) Hangars served with electricity through an independent meter, paid by County, shall be charged an additional estimated \$154 per month electrical

energy charge. The actual vs. estimated energy costs will be evaluated annually and adjustments made accordingly.

- b) Upon termination of the Lease Agreement for cause, Lessee shall be placed on a daily rate (Daily Hangar Fee) equivalent to two times the monthly rate divided by 30 and rounded to the next highest dollar.
- c) The following are examples of hangar areas – not all inclusive:

<u>Inventory installed prior to 2019:</u>	<u>Inventory installed in or after 2019:</u>
1. Port-A-Port (750,800,850,900 S.F.)	1. Tee Hangars (1,130 S.F.)
2. Fixed T (1,000 S.F.)	2. Tee Hangars (1,300 S.F.)
3. Port-A-Port (1,050 S.F.)	3. Tee Hangars (1,500 S.F.)
4. NUNNO (1,100 S.F.)	4. Tee Hangars (2,770 S.F.)
5. NUNNO (1,400 S.F.)	
6. Port-A-Port (2,000 S.F.)	

II. AIRCRAFT OPERATIONS

A. Landing Fees

- 1. Air Carriers (scheduled commercial – non-based) and Air Taxis (non-scheduled commercial – non-based) shall be charged a minimum landing fee of \$15.49 or \$1.44 per 1,000 pounds of gross weight, rounded to the nearest whole dollar, whichever is greater. The term "gross weight" shall be the certified maximum gross takeoff weight specified by FAA for the type of aircraft.

NOTES: Landing Fee includes first overnight parking fee.

- 2. Privately owned or leased aircraft (non-based), not used for hire or compensation, shall be exempt from landing fees up to 12,499 pounds. However, heavier aircraft shall be charged at the rate in 1. above if 12,500 pounds or heavier.
- 3. Lighter-than-air Aircraft Use Fee. Lighter-than-air aircraft such as airships, dirigibles, blimps and balloons shall be charged a daily use fee of \$113. The payment of this fee shall entitle the operator to a mooring location on a site assigned by the airport, as well as parking for support vehicles. Prior permission of the Director of Airports is required.

B. Fuel Flowage/Storage

- 1. Fuel Flowage - All vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Fuel Flowage Fee of \$0.06 per delivered gallon.
- 2. Facility Fee – (For use of County Fuel Farm Facilities) vendors and Self-Fueling

Operators who dispense aviation fuel upon County Airports shall pay the County a Facility Fee of \$0.02 per delivered gallon.

NOTE^S: Tenant will pay actual cost of utilities on a pro rata basis and will be billed quarterly for those costs. An annual adjustment will be made at the end of each year.

3. Oil Flowage - All vendors who dispense aviation oil upon County Airports shall pay the County an Oil Flowage Fee of \$0.15 per delivered gallon.
4. Fuel Tank Rental - Whenever County owned tanks are utilized to store fuel, a Fuel Storage Fee of \$0.046 per delivered gallon shall be paid to County.

NOTE^S: Flowage and Storage Fees are due with submission of Quarterly Fuel Flowage Reports and are in addition to all other rents due.

- a) Late fees of 10% are applicable to flowage and storage fees when not paid by the thirtieth day following the end of each quarter.
- b) Fuel/Petroleum Vendors and Self-Fueling Operators shall obtain and maintain all permits and associated fees.
- c) An exception for FY 20254-265 is the Fuel Flowage Fee and Storage Fee for qualifying Unleaded AvGas formulations will be waived.

III. GOVERNMENT AIRCRAFT

Airport facilities shall be made available to government aircraft (state or federal) without charge except if the use by government aircraft is substantial. Substantial use shall be considered to exist when during any calendar month:

- A. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
- B. The total number of movements (counting each landing as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
- C. Government aircraft are based or use airport(s) in excess of any 90-day period.

This is in conformance with those assurances given under the Federal Airport Act or the Airport and Airway Development Act of 1970.

IV. AIRPORT BUILDINGS/IMPROVEMENTS

- A. Rent (Non-Aviation)

The lease rental rate for airport-owned non-aviation buildings and improvements, including storage areas and facilities, shall be based on Fair Market Value, including percentage rents, as established by an appraisal by the Real Estate Services Division of the Public Works Agency or an outside, independent appraiser. The appraisal and subsequent rental rates shall reflect whether or not one or more utilities may be included. The rental rate shall also reflect if any other services such as maintenance or janitorial are included. Rent increases, as often as annually, may be negotiated between the parties. The Director of Airports shall have discretion to negotiate modifications to annual rental increases.

B. Rent (Aviation)

Per Policy 3, the lease rental rate for airport-owned aviation buildings and improvements shall be based on Fair Market Value or as otherwise calculated based on policy, subject to approval by the Board of Supervisors.

Current rates per square ft. per month are:

	<u>Camarillo</u>	<u>Oxnard</u>
Hangar	\$0.40	\$0.40
Shop	\$0.40	\$0.40
Office	\$0.50	\$0.50
Ramp	\$0.0886	\$0.0886

C. Term of Lease (Minimum Qualifications) Non-Aviation

A capital investment of \$20,000 per acre, per year of lease, may be required, as approved by the Director of Airports, and such improvements shall be completed within two years or less, or as negotiated in the lease.

D. Term of Lease (Minimum Qualifications) Aviation

1. Full Service ASP- CMA/OXR: A minimum capital investment of \$20,000/~~\$10,000~~ per acre, per year, is required, as approved by the Director of Airports. All agreed-upon improvements shall be completed within the first ~~five~~two years or less, or as approved by the Board of Supervisors.

2. Limited Service ASP- CMA/OXR A capital investment of \$20,000/~~\$10,000~~ per acre, per year, is required, as approved by the Director of Airports, and all agreed-upon improvements shall be completed within the first ~~five~~two years or less, or as negotiated in the lease.

2.3. Single Service ASP- CMA/OXR A capital investment of \$20,000/~~\$10,000~~ per acre, per year, is required, as approved by the Director of Airports, and such improvements shall be completed within ~~three~~one years or less, or as negotiated

in the lease.

NOTES: Tenant shall maintain leased premises in as good or better condition, to include:

- Repainting at least once every 10 years
- Maintain roof free of leaks
- Maintain landscaping in clean and healthy condition (free of trash)

E. Leases up to Five Years Term may be negotiated and executed by the Director of Airports, or his/her designee.

V. AIRPORT LAND/GROUND AREAS

A. Rent (Non-Aviation and Aviation)

1. Ground Leases: (Oxnard and Camarillo) All Ground Leases are subject to a minimum base rent and/or percentage rent, and, if in excess of 5 years in term, subject also to Board of Supervisors' approval. All ground leases are subject to a 5-year rent review and adjustment.

(NOTE: Formula Minimum Rent: 10% of the Fair Market Value and/or appraised value of land per annum or as otherwise approved by Board of Supervisors. Land to be reappraised as often as yearly but at a minimum every two years, and Rental Value to be adjusted per Lease language, but not less than every 5 years.)

- a) Non-Aviation Land Rent Rate is \$1.50 per square ft. per year based on 10% ROI using February 2022, appraisal stating land value at \$15.00 per square foot.
- b) Aviation Land Rent Rate is \$0.975 per square ft. per year based on Non-Aviation Land rate and discounted 35% due to use being restricted to aviation only.

Percentage Rent: Applicable Rate of all gross receipts from Tenants subject to percentage.

2. "Month to Month" Ground Leases: All Month to Month Ground Leases are subject to formula minimum base rent or negotiated rent, whichever is greater, and may be executed by the Director of Airports. All month-to-month ground leases are subject to annual review and adjustment.

(NOTE: Formula Minimum Rent: 10% of the Fair Market Value and/or appraised value of land per annum or as otherwise approved by Board of Supervisors. Land to be appraised and Rental Value adjusted periodically with Director of Airports' discretion).

NOTES:

- a) All improvements constructed by the Tenant on the Airport shall, at the option of the County, be removed and the ground area returned as nearly as practicable to its original condition or may be vested with the County upon termination of the Lease.
- b) Tenant shall maintain leased premises in as good or better condition, to include:

Repainting at least once every 10 years (or as needed)
Maintain roof free of leaks
Maintain landscaping in clean and healthy condition (free of trash).
- c) Agricultural leases are handled as special situations and are exempted from the foregoing guidelines and minimums. Rents shall be established by market comparisons as determined by the Director of Airports.
- d) Not-for-profit aviation museums are handled as special situations and are exempted from the foregoing formula minimum rent requirements. Land rent shall be as negotiated with the Director of Airports and approved by the Board of Supervisors.

B. Term of Lease (Non-Aviation and Aviation)

1. Ground Leases: One (1) year or more leases. In order to secure a long-term ground lease beyond one (1) year, lessee shall make a capital investment of a dollar amount \$20,000 per acre, per year, as approved by the Director of Airports in accordance with IV.D. herein. All agreed-upon improvements shall be completed within the timeline as outlined in IV.D. herein first year or less, or as approved by the Board of Supervisors. All improvements (excluding fueling apparatus) shall transfer to County at end of 20th year, regardless of term, or as negotiated with Airport Director and approved by the Board of Supervisors, and rent assessed for all improvements by category (example, office, storage, ramp, shop space, etc).
2. "Month to Month" Ground or Office Leases: Renewable until terminated (no options to extend).
3. Commercial leases in Airport Business Park. One (1) year or more.

C. Leases up to Five Years Term may be executed by the Director of Airports or his/her designee

VI. AUTO PARKING. Overnight camping and RVs are expressly prohibited in all areas

(aviation side and non-aviation side).

- A. Terminal Area Parking (Oxnard Terminal Building)
0-4 hours free
4-6 hours \$4
6-12 hours \$6
12-24 hours \$15
Each additional 24 hours \$15/day; maximum 30 days stay per vehicle
- B. Permit Parking (Excludes Oxnard Airport Terminal Parking)
1. Rent-a-Car Company - \$20/month/space
 2. All others - \$25/month/space as available
 3. Permit replacement fee - \$5

VII. AIRPORT PERMITS

A. Commercial Activity Permits

No person or business entity other than current lessee or licensee shall sell or publicly solicit the sale of merchandise, conduct or operate a business or service for hire or compensation, or advertise or solicit business or utilize airport land area upon property under the jurisdiction of the Department of Airports unless a permit is first obtained from the Director of Airports. In order to encourage compliance with this requirement, self fuelers, flight instructors and mobile mechanic permit holders in good standing will qualify for reduced annual rates.

~~In order to encourage compliance with this requirement, permit holders in good standing will qualify for reduced annual rates.~~

To qualify for a Commercial Activity Permit, the following is required:

1. Permit Fee, Aviation Commercial uses/activities and aircraft mobile detailing
 - a) Daily Permit \$~~281~~199; ea. additional consecutive day \$~~36~~5
 - b) Annual Permit
 1. Mobile Mechanic \$750 for the first year and \$500 for annual permit renewals, if permit is not allowed to expire.
 2. Independent Flight Instructor \$750 for the first year and \$500 for annual permit renewals, if the permit is not allowed to expire.
 3. Self-Fueler \$750 for the first year and \$500 for annual permit renewals, if permit is not allowed to expire.
 - 3.4. Skydiving: Annual fee of \$6,000
2. Permit Fee, Non-Aviation Commercial uses/activities
 - a) Daily Permit \$436; ea. additional consecutive day \$100 (up to 3 days)

- b) Monthly Permit \$871 (as allowed)
 - c) Annual Permit \$2,438 (as allowed)
3. A Certificate of Insurance naming the County of Ventura and/or Department of Airports as Additional Insured with coverage as specified in Exhibit "A."
4. A \$20 fee will be collected on all first issue gate access cards. Broken, damaged, or lost cards will be replaced for a fee of \$16 each card.
5. Evidence of the applicable City business license.

NOTES: Permit does not allow Permittee to enter upon lessee's premises without approval of lessee. Commercial activity permit fees may be adjusted at the discretion of the Director of Airports if deemed necessary for the provision of services. One-Year Permit is subject to 30-day termination.

B. Commercial Film/Photography Permits

No person or business entity shall conduct any commercial filming, photography or demonstrations upon County airports without first obtaining a permit from the Director of Airports. Commercial Filming and Commercial Photography is defined as filmmaking or photography for compensation. For the purposes of definition, the "Day" rate is for a 12-hour period.

To qualify for a Commercial Film/Photography Permit, the following is required:

- 1. Permit Fee
 - a) Feature/TV/Commercial/Movie Filming \$15,000 for first day, then \$10,000 each additional day thereafter
(includes location and basecamp 1-20 cast/crew)
 - b) Feature/TV/Commercial/Movie Filming \$20,000 for first day, then \$10,000 each additional day thereafter
(includes location and basecamp 21+ cast/crew)
 - c) Commercial Photography \$800/day
- 2. Certificate of Insurance naming the County of Ventura as Additional Insured with coverage as specified in Exhibit "A."
- 3. Security/clean up deposit equal to ½ of the initial per-day fee may be required if determined by the Director of Airports to be justified by the planned activity.

NOTES:

- a) The above fees apply to all or part of a facility under the jurisdiction of the Department of Airports.
- b) Maximum permit term is seven (7) days including setup and disassembly time, without

advance approval of the Director of Airports.

- c) Commercial Filming and Commercial Photography Activity on leased property still requires a County permit; however, County charge for such Permit shall be limited to \$262 per day.

C. Special Use (Non-commercial) Activity Permit

No person or entity shall conduct a non-commercial, individual and/or community/club activity upon County airports without first obtaining a permit from the Director of Airports.

To qualify for a Special Use Permit, the following is required:

1. Permit Fee
 - a) Daily fee \$436; ea. additional consecutive day \$100
 - b) Annual fee \$2,438
2. Certificate of Insurance naming the County of Ventura as Additional Insured with coverage as specified in Exhibit "A" if determined by the Director of Airports to be justified by the planned activity. Any event involving alcohol, if approved, will require insurance and appropriate alcohol license from the Alcohol Beverage Control.
3. Security/cleanup deposit equal to the per day fee, if determined by the Director of Airports to be justified by the planned activity.

D. Use of Airport for Promotion of Aviation and/or a Non-Profit/Community Activity

Aviation related and/or community oriented one-time events considered to be of public interest, non-profit, and/or having a value to the aviation community, may request in writing a waiver of fees, which may be approved at the discretion of the Director of Airports. Examples: National Aviation Day, special Aircraft fly-ins, and special aviation group activities.

E. Special Uses Requiring Extra or Overtime Personnel

Special uses requiring extra County personnel shall be charged, in addition to use fee, an hourly rate for personnel for each hour or portion thereof required (two (2) hours minimum for Airport Operations Officers).

F. Aircraft Repair Work Areas

The use of aircraft repair work areas is available only on a reservation basis, and is limited to aircraft owners, notwithstanding commercial activity provided for herein. Reservations are required through the Department of Airports.

No automobile washing is allowed.

Fee: \$25.00 for each four (4) hour block of time or portion thereof. No user may use the work area in a single visit in excess of 12 hours. No overnight storage of an aircraft in this area.

G. Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles/Ridesharing Services

Taxicabs, scheduled shuttles, ridesharing services (such as Uber, Lyft, and related services), and courtesy vehicles may enter airport property without charge for the purpose of dropping off passengers. However, no taxicab, ridesharing service, scheduled shuttle, or courtesy vehicle shall be allowed to pick up or await passengers or to remain in the designated taxi stand or shuttle area without first having obtained a permit. Permits are valid for both airports.

The following is required for a permit:

1. For services confined to Ventura County: Taxi/Shuttle Permit Fee \$1,~~583~~~~527~~ per year; (at discretion of Director, may be payable \$~~132.00~~~~127.25~~ per month in advance). For services which include travel outside of Ventura County, Taxi/Shuttle Permit Fee of \$2,438 per year (no monthly installment payment).
2. Courtesy Vehicle Permit Fee (Hotel/Motel vehicle to which no fee for service is charged to the customer) \$~~211~~~~184~~ per year each company.
3. Certificate of Insurance naming the County of Ventura as Additional Insured, with coverage as specified in Exhibit "A."
4. Evidence of the applicable City Business License.

H. Removal and Storage of Disabled Aircraft

Aircraft that become disabled at either airport due to unforeseen circumstances such as an accident must be removed expeditiously from any movement area (County of Ventura Ordinance 6506-4). If a disabled aircraft causes the closure of any runway or taxiway for more than 2 hours, the aircraft owner shall be charged \$1,000 each hour until the runway and/or taxiway surfaces can be reopened. In addition, disabled aircraft that must be stored while awaiting repairs or salvage shall be subject to special disabled aircraft storage fees. If the disabled aircraft is placed on a tiedown or apron area, the owner shall be charged a tiedown fee of \$25 per day for the first 90 days. After 90 days the fee increases to \$50 per day or \$1,500 per month. The use of a vacant and available County-owned hangar for disabled aircraft storage shall be charged \$100 per day up to 90 days, after which the agreement is terminated.

VIII. MISCELLANEOUS CHARGES

A. Document Processing Fee/Document Review Fee by County Counsel

A fee shall be paid to County in advance for "Tenant-initiated" and/or public requested drafting and/or processing each Amendment, Assignment, Concurrence, Change of Ownership, Approval of Sublease, Extension of Terms, Option to Lease, or other

modifications of month-to-month or long-term leases or research of public documents. This processing fee shall be deemed earned by County when paid and shall not be refundable. Fee is construed as reimbursement of administrative costs pursuant to transaction or research. (County or mutually initiated documents are exempted.) Document review fee for documents not on County standard forms shall require a one-time up-front fee of \$250.00 to reimburse DOA for County Counsel fees for legal review.

1. Documents executed by Director of Airports \$50.
2. Documents executed by Board of Supervisors \$250.
3. Document review fee by County Counsel \$250.

B. Transfer Fee for Long Term Lease (Term exceeding 1 year)

2% of sales price, based on appraisal and/or purchase agreement. ~~Term ground leases for privately owned aircraft storage hangars that were previously month-to-month leases, signed on or before June 30, 2025, are exempt from this fee, but only if the hangar is transferred on or before June 30, 2025.~~

C. Document Copying Fee

A fee of \$0.04 per page shall be charged for reproducing all documents not associated with the conduct of routine airport business.

D. Bad Check Charge

A "bad check" charge of \$25 will be added to that amount owed for all checks returned for insufficient funds or any other reason.

E. Security Gate Cards

Parking and security gate cards for entrance to parking and general aviation areas (hangar and tie-down) will be issued by the Director of Airports to authorized persons (see current Gate Card policy on file at the Department of Airports for "authorized persons"). A \$20 fee will be collected on all first issue cards. Broken, damaged, or lost cards will be replaced for a fee of \$16 each card.

F. Parking Citations

Civil penalty citations issued for vehicular parking violations under Ventura County Ordinance Codes 6508-21 and 6508-22 are set at \$50 per violation.

G. Airfield Citations

Per Section 6503-4 of the Ventura County Ordinance Code, citations may be issued for violations of the Airports Ordinance Code (Ventura County Ordinance Code section 6501 et seq). First violation is \$100; second violation for same activity is \$200 and third violation

is up to but not in excess of \$500.

H. Late Fee

10% of unpaid balance (not compounded) on all leases, and licenses, including percentage rents and fees if not received before the 11th day of each month. Tiedowns/hangars refer to Section I.

I. Airport Sweeper Service Fee

\$118/hour (or partial hour) for use of airport sweeper on airport. Fee includes airport personnel as sweeper operator.

J. Other Hourly Rates

Project Permitting and Plan Reviews; Department of Airports as CEQA Lead Agency

Projects Administrator \$~~16190.209.27~~/hour
Projects Specialist \$~~158.88418.57~~/hour
Deputy Director \$~~221.78202.97~~/hour
Director of Airports \$~~286.56254.47~~/hour
Lease Manager \$~~180.85451.70~~/hour

Grant Billing – Federal Grants

Projects Administrator \$~~190.20169.27~~/hour
Senior Accounting Tech \$~~120.24401.64~~/hour
Office Assistant III \$~~93.9586.45~~/hour

Maintenance Workers

Maintenance Supervisor \$~~147.01427.04~~/hour
Senior Maintenance Worker \$~~111.3393.38~~/hour
Lead Maintenance Worker \$~~116.93107.46~~/hour

Operations Workers

Operations Supervisor \$~~140.59422.36~~/hour
Senior Operations Officer \$132.44406.86/hour
Operations Officer \$108.51/hour

K. Administration Fee

A charge of \$150 for each new lease processing action including but not limited to the following examples: a new lease sign up, change of hangar, sale of private hangar, refund of waitlist deposits if before notice of removal.

L. Electronic Payment Fees using ePay

The following fees apply to transactions using the electronic payment portal (ePay).

Credit ~~Cards/Debit Cards~~: 2.715% of transaction amount (Minimum Fee \$1.00)

Debit Cards: 1.75% of transaction amount (Minimum Fee \$1.00)

Electronic Checks (eChecks): \$1.150 per transaction.

~~As an incentive to encourage tenant acceptance of the new payment option, ePay transaction fees will be waived for all transactions occurring on or before June 30, 2025.~~

IX. LEASE/LICENSE AGREEMENTS

A. Types of Tenancy/Use

1. Full-Service Aeronautical Service Provider (ASP): An operator that provides a full range of aviation services as identified in the lease agreement.
2. Limited Service Aeronautical Service Provider (ASP): Specialized aircraft business and services, excluding fueling services, as identified in the lease agreement.
3. Specialty Aviation Operations: (Single-Service ASP), Air taxi, charter, (non-scheduled) air carrier, aircraft sales, aircraft leasing, and non-profit flying clubs and flight schools.
4. Industrial or Non-Aviation Business: Business of a type whose operations are not dependent on runway access or airport orientation.
5. Land Leases: Tenant constructs a building or makes improvements on County owned land.

NOTES: Refer to Minimum Aeronautical Standards for commercial leases.

B. Improved Areas - Hangar, Office, Shop, Tie-downs, etc.

1. Base Rent Leases - No Percentage

Base rents are established by Fair Market Value comparisons.

2. Percentage Rent Leases

All percentage rent leases, as determined by the Director of Airports, are subject to a fixed minimum rent based on the square footage of the premises (hangar, shop, and office space) and/or a predetermined percentage of the gross receipts for various uses.

3. Tie-Down Spaces - Full Service and Limited ASP

Tie-down spaces may be assigned to the ASP in their respective leases based upon the following criteria only:

- a) Tie-down spaces requested by the ASP may be obtained through execution of a tie-down License Agreement and the payment of fees as shown in Section I, B and will be considered as additional rent.

4. Options

The rent at the beginning of an option term shall be adjusted to reflect the rate as set forth in the Board-approved Rent and Fee Schedule that is in effect on the date that the option becomes effective, or at the end of every fifth year of term, or as specified in lease.

C. Terminal Areas - Building and Parking (Oxnard)

1. Air Carrier
2. Air Taxi and Air Charter (Non-scheduled)
3. Auto Rental (Rent-a-Car)
4. Aviation and Non-Aviation User
5. Lobby Concessionaire or Licensee

- a) Term: Up to 5 years
- b) Minimum Rents: Established at Fair Market Value based on comparisons.
- c) Percentage Rents: Amount by which specified percentage rent exceeds minimum for counter, office, and cargo area (and fee for parking spaces if included in lease agreement).

NOTES:

- 1) In addition to space rental, auto rental tenants shall pay quarterly 10% of gross receipts. Assigned parking shall be at \$20/month per space (5 spaces minimum).
- 2) Specialty aviation services tenants in addition to space rental, 1/2% on first \$250,000 gross sales and 1% over.

D. Air Space Testing

In addition to any ground rental (if area required on airport property) ~~\$1,500~~250 per day or \$6,000 per week (Mon-Fri) for the use of the airport for operations testing.

E. Off-Airport Auto Rental (Rent-A-Car)

Shall report and pay 8.5% of gross receipts attributed to airport pick-ups and execute a license and use agreement with the County.

F. Restaurant

1. Major operation – Base and/or percentage rent as prescribed in lease contract, based on market rents, with Board of Supervisors approval. (Longer than 5-year lease.)
2. Minor operation – The greater of minimum base rent and/or 6% gross receipts. (5 years or less.)

X. ACCESS TO AIRPORT FROM ADJACENT PRIVATE PROPERTY

- A. All requests for company/private aircraft oriented uses shall be considered as a special situation and must be approved on an individual basis by the Director of Airports.
- B. Authorization for access to the Airports will be given on County's License Agreement format.
- C. The applicant for access to the Airport shall be required to pay for all improvements on Airports' property that are necessary and prerequisite, in the opinion of the Director of Airports, to accommodate the applicant's access needs. If Licensee is not required by County to remove all such improvements and restore the property to its original condition, the improvements shall become the property of the County.
- D. Minimum rents and percentages for access may be negotiated based on type and intensity of airport use.

XI. INSURANCE REQUIREMENTS FOR AIRPORT LESSEES, LICENSEES AND PERMITTEES

See Exhibit "A" attached.

EXHIBIT "A"

INSURANCE REQUIREMENTS FOR AIRPORTS LESSEES, LICENSEES AND PERMITTEES

I. LESSEES

These are prescribed minimum limits; however, good business indicates that higher limits should be used for most businesses. In any given year, all lessees, licensees, and permittees shall maintain, or increase to maintain, the minimum insurance requirements as stipulated in the then current year Board-approved Rent and Fee Schedule. (Minimum insurance limits are subject to possible adjustment annually). Current year refers to the present County fiscal year and not the year a lease was signed.

A. Aeronautical Service Providers: Tenant offers full range of ASP services, as defined in the Minimum Aeronautical Standards.

1. ~~Commercial~~ General Liability: "Occurrence" coverage in the minimum amount of \$~~52~~,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$~~52~~,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, ~~broad form blanket contractual and \$100,000 fire legal liability~~.
2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$~~52~~,000,000 each occurrence.
3. Hangar Keepers Liability: \$1,000,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
4. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$~~1,0500,000~~ for each occurrence. Exception: fuel trucks (see below).
5. Fuel Truck: \$~~24~~,000,000 per vehicle.
6. Workers' Compensation (WC) coverage; ~~;~~ in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.

NOTES: The Workers' Compensation Coverage requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business.

7. ~~The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance~~

~~must be provided with a 30-day cancellation notice. The County of Ventura must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.~~

General:

A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.

B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).

D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.

E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.

2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

~~NOTE: The Workers' Compensation Coverage C requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.~~

B. Air Carriers:

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$50,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$50,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, ~~broad form blanket contractual~~

~~and \$100,000 fire legal liability.~~

2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$50,000,000.
3. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (if applicable).
4. Workers' Compensation (WC) coverage; in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.

NOTES: The Workers' Compensation Coverage requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business.

5. ~~The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements~~

General:

A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.

B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).

D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.

E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.

2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

C. Specialty Aviation Operations: Includes air taxi/charter (Part 135), aircraft leasing, and any aircraft operating under a Special Airworthiness Certificate.

1. Commercial General Liability: Less than 9 passengers / More than 9 Passengers "Occurrence" coverage in the minimum amount of \$2,000,000 / \$5,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000/\$5,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, ~~broad form blanket contractual and \$100,000 fire legal liability.~~

2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$2,000,000 each occurrence.

3. Hangar Keepers Liability: \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.

4. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,0500,000 for each occurrence (if applicable).

5. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.

NOTES: The Workers' Compensation requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business.

6. ~~The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements~~

General:

A) - All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.

B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).

D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.

E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:

1.Certificates of Insurance for all required coverage.

2.Additional Insured endorsements.

3.Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

NOTE:

~~a) The Workers' Compensation requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of personal medical insurance will be required instead.~~

~~b) Only paragraphs 1, 2, and 6 above would apply to an experimental aircraft operating under a Special Airworthiness Certificate.~~

D. Flying Clubs: (As defined in the Minimum Aeronautical Standards)

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each

~~occurrence and \$1,000,000 aggregate including personal injury, broad form property damage, products/completed operations, including contractual, products and completed operations and owner's and contractors' protective: Combined single limits for bodily injury and property damage of \$1,000,000 each occurrence.~~

2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of \$1,000,000 each occurrence.
3. ~~Owned and Non-Owned Auto Liability: (if applicable) Limits of \$500,000 for each occurrence.~~
34. Hangar Keepers Liability: (if applicable) \$100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.
45. ~~The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements~~

General:

- A) ~~- All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.~~
- B) ~~County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.~~
- C) ~~The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).~~
- D) ~~Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.~~
- E) ~~Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.~~
- F) ~~Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:~~

~~1. Certificates of Insurance for all required coverage.~~

2.Additional Insured endorsements.

3.Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

E. Industrial and Non-Aviation Business:

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, ~~broad form blanket contractual and \$100,000 fire legal liability.~~
2. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,500,000 for each occurrence (if applicable).
3. Workers' Compensation (WC) coverage; In full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of \$1,000,000.

NOTES: The Workers' Compensation requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business.

- ~~4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.~~
- ~~5. If Lessee is self-insured for any or all of the required insurance coverages, Lessee agrees to provide Lessor with written confirmation that Lessee is a duly authorized and funded self-insured entity for those coverage's under the laws of the State of California. Lessor agrees to accept Lessee's status as a self-insured entity as satisfactory compliance with Lessor's normal insurance requirements as listed above.~~

~~Any insurance limits required that exceed the Lessee's self-insured coverage shall be in compliance with the insurance requirements listed above. In the event Lessee decides to no longer be self-insured, Lessee agrees to provide Lessor with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, Lessee agrees to provide Lessor with appropriate evidence of insurance coverage(s) as listed above.~~

General:

A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.

B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).

D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.

E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:

1.Certificates of Insurance for all required coverage.

2.Additional Insured endorsements.

3.Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

~~NOTE: The Workers' Compensation requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.~~

II. LESSEES AND LICENSEES (Includes all based aircraft, as well as ultra-lights, occupying tiedowns, County and/or private hangars)

1.General Liability: "Occurrence" coverage in the minimum amount of \$100,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$1,000,000 aggregate including personal injury, broad form property damage, products/completed operations.

2. Aircraft Liability: Bodily injury including occupants and property damage liability,

~~\$10100,000~~ each person, ~~\$100400,000~~ property damage, ~~\$1,0500,000~~ each accident.
~~Seats may be excluded.~~

~~A. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. For aircraft, which are out of License, not airworthy, a signed statement to that fact with a promise to obtain the required insurance before operating said aircraft shall be filed in lieu of the certificate. The County of Ventura Department of Airports must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.~~

3.General:

A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.

B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).

D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.

E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:

1.Certificates of Insurance for all required coverage.

2.Additional Insured endorsements.

3.Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

III. PERMITTEES

A. Commercial Activity Permit - Non-Aircraft:

1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 to \$5,000,000 each occurrence, depending upon the type of activity proposed.
2. Owned and Non-owned Auto Liability: Limits of \$1,050,000 for each occurrence.
3. Workers' Compensation (W/C) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.

NOTES: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business.

4. ~~The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.~~

General:

- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.

2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

~~NOTE: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.~~

B. ~~Commercial Activities Permit~~ — Aircraft, Aircraft Sales/Charter booking/brokerage:

1. ~~Commercial~~ General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 each occurrence and \$2,000,000 aggregate including personal injury, broad form property damage, products/completed operations.

2. Aircraft and Airport Operations, including passengers, products and completed operations or Premises Liability (whichever is deemed appropriate by the County): Combined single limit for bodily injury and property damage \$1,000,000 each occurrence.

3. Owned and Non-owned Auto Liability: Limits of \$1,050,000 for each occurrence (if applicable).

4. Workers' Compensation (WC) coverage: In full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.

NOTES: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business.

~~5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate insurance is exceeded and additional coverage must be purchased to meet the above requirements.~~

General:

- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsements.
 - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

~~NOTE: — The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.~~

C. Commercial Activities Permit – Aircraft Mobile Mechanics:

- 1. Commercial General Liability: "Occurrence" coverage in the minimum amount of \$1,000,000 combined single limits for bodily injury and property damage each occurrence and of \$1,000,000 each aggregate, including personal injury, broad form property damage, products/completed operations. occurrence.
- 2. Products Liability and Completed Operations Coverage: Combined single limit liability coverage \$1,050,000 each occurrence.

3. Hangar Keepers Legal Liability, ground coverage, including taxi coverage: \$100,000 - \$2 million each aircraft (according to aircraft value), \$100,000 - \$2 million each occurrence.
4. Owned and Non-owned Auto Liability: Limits of \$1,0500,000 for each occurrence.
5. Workers' Compensation (WC) coverage, -: In full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.

NOTES: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business.

6. ~~The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate insurance is exceeded and additional coverage must be purchased to meet the above requirements.~~

General:

- A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.

2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

~~NOTE: The WC requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.~~

D. Commercial Activity Permit – Independent Flight Instruction:

1. General Liability: "Occurrence" coverage in the minimum amount of \$1,000,000 combined single limits for bodily injury and property damage each occurrence and \$1,000,000 each aggregate, including personal injury, broad form property damage, products/completed operations.

2. Aircraft and Airport Operations: including passengers, products and completed operations or Premises liability (whichever is deemed appropriate by the County) Combined single limit for bodily injury and property damage \$1,000,000 each occurrence.

3. _____

General:

A) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.

B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

C) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).

D) Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.

E) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

F) Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.

2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

ED. Special Use Permits:

1. Movie and Commercial Filming:

a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage, \$2,000,000 to \$5,000,000 or higher each occurrence, depending upon the type of activity proposed.

b. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$2,000,000 to \$5,000,000 for each occurrence, depending upon the type of activity proposed (if applicable).

c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits – whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.

d. Workers' Compensation (WC) coverage; in full compliance with

California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.

NOTES: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business.

- e. ~~The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements~~

General:

- i. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- ii. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- iii. The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- iv. Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- v. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- vi. Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsements.
 - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

2. Commercial Photography:

- a. ~~Commercial~~ General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage, \$1,000,000 to \$2,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 to \$2,000,000 for each occurrence, depending upon the type of activity proposed.
- c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits – whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.
- d. Workers' Compensation (WC) coverage; ~~in~~ full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000.

NOTES: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business.

- e. ~~The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.~~

General:

- i. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- ii. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- iii. The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- iv. Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- v. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

vi. Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:

1.Certificates of Insurance for all required coverage.

2.Additional Insured endorsements.

3.Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

3. Permitted Public Events/Non-Air Shows:

- a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$24,000,000 to \$52,000,000 or higher each occurrence, depending upon the type of activity proposed.
- b. Commercial Auto Policy: Including all autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,0500,000 for each occurrence (if applicable)-
- c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the

Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits – whether against Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant’s use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.

- d. Workers’ Compensation (W/C) coverage: in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer’s Liability in the minimum amount of \$1,000,000.

NOTES: The Workers’ Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business.

- e. ~~The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements~~

General:

- i. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee’s insurance coverage and will not contribute to it.
- ii. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- iii. The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- iv. Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers’ Compensation.
- v. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

vi. Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:

1.Certificates of Insurance for all required coverage.

2.Additional Insured endorsements.

3.Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

4. Permitted Aeronautical Events: (Air shows, fly-ins, air meets, contests or exhibitions).

a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 to \$5,000,000 each occurrence.

b. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence (if applicable)

c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/ lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits – whether against Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Permittee/Licensee/Lessee/Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.

d. Workers' Compensation (~~WC~~) coverage; In full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the minimum amount of \$1,000,000.

NOTES: The Workers' Compensation requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business.

- e. ~~The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.~~

In addition to obtaining the above required insurance, the sponsor shall pay the additional premium charged to the Department of Airports by their insurance carrier, if any.

NOTES: Limits for specific events may be negotiated with the insurance carrier on a case-by-case basis. Requests for such consideration must be submitted to the Director of Airports for referral to Risk Management.

f. General:

- i. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- ii. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- iii. The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- iv. Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.
- v. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- vi. Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:
1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

IV. CONTRACTORS

A. Airport Contractors:

1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage \$1,000,000 - \$2,000,000 for each occurrence (depending upon the type of activity proposed) shall be as prescribed by County of Ventura Risk Management/ Board of Supervisors.
2. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$1,000,000 for each occurrence, but Public Works insurance segment may increase limits (if applicable).
3. Workers' Compensation (W/C) coverage; In full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.

NOTES: The Workers' Compensation requirement is waived only if the Contractor is a sole proprietor with no employees, volunteers or family members working in the business.

4. ~~The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.~~

General:

- i. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
- ii. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- iii. The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Lessee under the terms of this contract on all policies required (except Workers' Compensation).
- iv. Lessee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for

losses arising from work performed by Lessee under the terms of this contract as it pertains to Workers' Compensation.

v. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

vi. Lessee agrees to provide County with the following insurance documents on or before the effective date of this contract:

1.Certificates of Insurance for all required coverage.

2.Additional Insured endorsements.

3.Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

The foregoing insurance requirements of Exhibit "A" may be amended for special circumstances as approved by County Risk Manager.

EXHIBIT "B"

PRIVATE HANGARS - GROUND AREA

The hangars listed below are identified by general brand name/type and by square footage. The square footage was obtained by actual measurement (outside) and rounded to the next increment of 10 sq. ft. to allow for minor irregularities:

<u>BRAND NAME/TYPE</u>	<u>SQUARE FOOTAGE</u>
Port-A-Port Standard	800
Port-A-Port Expando/Executive	850
Fixed T, Port-A-Port Double Expando, and Fleetwood	1,000
Port-A-Port Executive I	1,050
H & F Box	1,250
Fleetwood Rectangular and Port-A-Port Executive II	1,350
Port-A-Port Large T	1,400
Port-A-Port, Nunno, Craftsman Rectangular	1,500
Fleetwood Box	1,800
H & F, Pasco Box, Straun	2,000
H & F	2,250
Port-A-Port	2,250
Waffle Crete	2,750
Port-A-Port Box	2,900
Port-A-Port Box	3,000
Waffle Crete	4,740

Hangars not falling within categories identified above or hangars which have been altered, will pay rents calculated at the rate listed in Section I, E. And will be rounded up to next increment of 10 sq. ft.

**RESOLUTION OF THE BOARD OF SUPERVISORS
ESTABLISHING RENTS, FEES, AND INSURANCE
REQUIREMENTS FOR THE COUNTY,
DEPARTMENT OF AIRPORTS, AND DELEGATING
AUTHORITY FOR EXECUTION OF CERTAIN
AGREEMENTS SUBJECT TO SPECIFIED GUIDELINES**

THE VENTURA COUNTY BOARD OF SUPERVISORS HEREBY ORDERS AND RESOLVES THE FOLLOWING:

I. RENTS, FEES, AND INSURANCE REQUIREMENTS

The Rents, Fees, and Insurance Requirements prescribed in the attached Schedule are hereby approved and adopted, and all prior inconsistent schedules are repealed.

II. POLICY FOR ESTABLISHING RENTS, RATES AND FEES

The Rent and Fee Schedules embrace a myriad of facilities and services which require different adjustment emphasis for establishing fair market rents or appropriate fees. In the event that there is a disagreement between the County and a Tenant or Vendor regarding the imposition of rents and fees under this Rent and Fee Schedule, the parties may, but are not required to, submit to either binding arbitration or non-binding mediation. All Department of Airports' properties, facilities, and services have been placed into five categories for the purpose of defining rent and fee setting policies which have been historically used. They are outlined as follows:

Policy 1:

It shall be County policy that those properties and/or facilities unrelated to the fundamental "public services" afforded by the Oxnard and Camarillo Airports shall be appraised for fair market rental values including percentage rents, with adjustment emphasis on comparative data from the private sector. This approach will produce a fair return to the County. Examples: industrial/office buildings, proposed industrial park, agriculture land leases.

NOTES: Excess revenues derived from leases identified above shall not be used to subsidize user rents and fees related to specific facilities and services (aircraft tiedowns and storage hangars), but may be used for financial support of planned capital improvement projects, and those public-use facilities and services (airfield, visitor parking, common roads, etc.) for which a total recapture of costs is recognized to be unrealistic.

Policy 2:

It shall be County policy that those properties and/or facilities directly related to the public services afforded by the Department of Airports but operated, however, by lessees or concessionaires, shall be appraised for fair market value including percentage rents with adjustment emphasis on comparable data from other publicly controlled facilities operated by lessees or concessionaires. It is the intention of the County to have a policy whereby properties and/or facilities controlled by the Department of Airports, not being used by the County for public services, will be leased or licensed. The rental charges or fees will be based upon the then fair market value, taking into consideration comparable properties owned by other public entities. This approach will also provide a fair return or profit to the County. Examples of such leases/licenses: scheduled air carrier agreements (for terminal space), rental car agencies and restaurants.

Policy 2a:

It shall be County policy to recover all costs of any infrastructure required to develop a Lease parcel from the benefited Lessee through either Lease rents or assessment, when practical. Such costs shall not be borne by existing tenants or users of the airports.

Policy 3:

It shall be County policy that the rents and fees for those properties and/or facilities directly related to the aviation-use public services afforded by the Department of Airports but operated, however, by lessees or concessionaires, shall be adjusted to cause an ultimate recapture of the total costs, both direct and indirect, when practical. ~~Adjustments shall be compared to Market Rate to ensure the cost will not cause a loss of business. Examples: full, limited and single service providers of aeronautical services.~~

Policy 3a:

It shall be County policy that the rents and fees for those properties and/or facilities that are not-for-profit aviation museums and are operated consistent with the fundamental public services afforded by the Department of Airports, may be adjusted to ~~cause less than an ultimate recapture of the totals costs, both direct and indirect, through~~ reduced rental rates and fees in recognition of the tangible or intangible benefits to the airport and in accordance with FAA Order 5190.6B.

Policy 3b:

It shall be County policy that the rents and fees for those properties and/or facilities, which are County owned and County operated consistent with the fundamental public services afforded by the Department of Airports, shall use current market approaches to setting rental rates for similarly situated airports and operations via market studies or other data provided by aviation consultants shall be adjusted to cause an ultimate recapture of the total costs, both direct and indirect, when practical. This approach will result in competitive

pricing of County services and serve to constrain the migration of outside County aircraft operators seeking lower fares. Adjustments to these rates shall be by ~~cost recovery analysis~~ market study every five (5) years, with interim adjustments calculated by applying the Consumer Price Index (CPI) every other year or a fixed annual adjustment. Examples: aircraft tie-down, aircraft storage hangars. In calculating the costs of the above services (Policies 3 and 3a), that depreciation attributed to donated assets shall be specifically excluded from such costs. This is consistent with and in conformance with assurances given under the Federal Airport Act or the Airport and Airway Development Act of 1970 which states that “no part of the Federal share of an airport development project shall be included in the rate base in establishing fees, rates, and charges for users of that airport.”

Policy 3c:

It shall be County policy that the provision by the County of aircraft storage facilities and/or property for the same purpose, shall be for the exclusive purpose of storing aircraft deemed to be in an airworthy condition. Temporary exceptions to this requirement may be granted by the Director of Airports on a case-by-case basis for current tenants, upon the demonstration of visible and reasonable progress to bring an aircraft to airworthy status, consistent with the FAA’s “Policy on the Non-Aeronautical Use of Airport Hangars,” Docket No. FAA 2014-0463, 81 FR 38906, § II.b. The Director of Airports may make such determinations based on periodic inspections of such facilities and/or property as frequently as once every 90 calendar days. The intent of this policy is to ensure compliance with the aircraft storage license agreements with regard to storage of aircraft that are in airworthy condition and/or aircraft that are being brought to airworthy condition versus non-airworthy aircraft being stored, in parts or in whole, or non-aviation storage including vehicles, to obtain storage space that is considered less expensive than commercially available non-aviation storage space. Examples: aircraft tie-down, county-owned storage hangars, privately-owned storage hangars.

Policy 4:

It shall be County policy that those services, offered and administered by the Department of Airports for which a total recapture of costs is recognized to be inconceivable, be established by comparing fees with other publicly owned and operated facilities with adjustments emphasizing the recapture of as much of County costs as possible. However, fees shall be maintained at reasonable levels so that the preponderance of the general public can avail themselves of the service. This type of service will continue to reflect a loss; however, it is deemed to be an appropriate public service. Examples: runways, taxiways, roads, rest rooms, visiting aircraft parking, and other public use areas.

Policy 5:

It shall be County policy that those services, and/or supplies furnished to the public by the Department of Airports and regulated by law or by Administrative procedure, shall be compensated for by charging fees and deposits calculated to reimburse all of the administrative and material costs of furnishing same. Annual adjustment emphasis shall be based upon cost analysis and shall not be subject to fair market or profit considerations.

Examples: commercial activity permits, aircraft towing and impound fee, document processing fee, and paper material reproduction fee.

III. AUTHORIZATION TO EXECUTE.

The County Executive Officer or the Director of the Department of Airports or his/her designee are authorized to execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, and Notices of Intent to Terminate and cause Unlawful Detainer Complaints to be filed on behalf of the County of Ventura as are hereafter defined and in accordance with the provisions of the attached schedule.

A. DEFINITIONS.

1. LEASE OR SUBLEASE: A conveyance of real property rights for occupancy or use of land, improvements, or a combination thereof. Under this authority, the Term shall not exceed five (5) years including options to extend, except that the Director of Airports may execute a form ground lease for a privately owned aircraft storage hangar with a term that exceeds five years, if the form ground lease has been previously approved by the Board of Supervisors. Examples: leasing of land for improvements, leasing of a building or portion of a building to tenant or concessionaire.
2. LICENSE. A conveyance of "personal" rights for occupancy or use of property under this authority, limited to one (1) year. License may be extended subject to specified time with prior Notice of Termination. Examples: Aircraft tie-downs, storage, portable hangars, ground use, vending machines, food or merchandise catering truck, carousel sign use, and land encroachments.
3. PERMIT. A personal right to occupy or use property under this authority, limited to maximum term of one (1) year. Permit may be extended subject to 30-day Notice of Termination. Examples: Temporary occupancy for fixing of premises, aircraft repair work or wash/wax activities.
4. SPECIAL USE/ACTIVITY PERMIT. A personal right to occupy, use, or conduct a specified "activity", limited under this authority to a maximum of seven (7) days. (Longer periods must be renewed daily.) Examples: Air shows, movie or TV filming, photography or commercial demonstration.
5. OPERATIONAL AGREEMENTS. Mutually agreed upon procedures pertaining to operational matters established between the Department of Airports and other governmental agencies.
6. EXTENSION/AMENDMENT/CONSENT/AND NOTICE OF INTENT TO TERMINATE.

- a) An Extension is a continuation of an existing Board-approved agreement without change, or limited to changes authorized by this Authority.
- b) An Amendment is a change of one or more of the terms, conditions, or covenants consistent with authorized terms and amounts specified in Board- approved rent and fee schedules.
- c) A Consent is a ratification of a term, condition, or covenant in an existing agreement executed by the Board made subject to "County approval". The Director of Airports may issue Consent after determining proper compliance. This includes an Assignment of Lease. The Director of Airports or his/her designee may also approve a "sublease" or "additional use" by lessee but limited to five (5) years.
- d) Notice of Intent to Terminate is a notice by which the Director or his/her designee expresses intent to terminate a Board-approved Agreement pursuant to a breach or default. On a Board-approved Agreement, final termination shall be subject to Board approval. Leases executed by Director of Airports or his/her designee under authority delegated by this resolution may be terminated by the Director of Airports or his/her designee.

B. SECURITY DEPOSIT. All tenants shall provide County with, and at all times maintain, a Security Deposit in an amount prescribed by this Resolution. Said amount shall be based on rent and adjusted periodically. Public entities governed by the Board shall be exempt. Said deposit shall guarantee tenants' full and faithful performance of all terms and conditions of their agreement. The following forms of deposit are acceptable: cash, Time Certificate of Deposit (CD), Irrevocable Letter of Credit, and assigned Savings Passbook. The following shall be the basis of the amount of the Deposit unless otherwise stated in the Rent and Fee Schedule:

License and GA Hangar Agreement - The deposit shall be equal to one (1) month's rental rate.

Commercial Lease Agreement - The deposit shall be equal to three (3) month's rental rate.

After three (3) years of good and faithful lease performance (defined as no defaults or delinquencies), deposits on leases of five (5) years or less may be reduced to one (1) month, subject however, to a Lease Amendment providing for the following Liquidated Damages:

Liquidated Damages

County shall have the right to demand, and Lessee agrees to pay Liquidated Damages in the sum of one percent (1%) of the security deposit required of Lease, (but not less than \$10.00), for each day a violation exists of any of the following lease conditions and/or lease articles:

LEASE CONDITIONS AND/OR ARTICLES

USES AND SERVICES
OPERATING SCHEDULE AND CONTROLLED PRICES
IMPROVEMENTS AND INVESTMENTS
CONSTRUCTION
INSURANCE
OPERATIONS
FINANCIAL REPORTS AND RECORDS
MAINTENANCE AND REPAIR
FAA SPECIAL PROVISIONS

- C. NEGOTIATIONS, PREPARATIONS, AND LEGAL APPROVAL. The Leases, Subleases, Licenses, Permits, Special Use/ Activity Permits, Extensions, Amendments, Consents, and Notices of Intent to Terminate shall be negotiated and prepared by the Department of Airports or, by request of the Director of Airports, negotiated and/or prepared by the Public Works Agency, Real Property Services or County Counsel's office. All Agreements shall be submitted to County Counsel's Office for approval as to legal sufficiency prior to final execution excepting pre-approved, routine "form" documents.
- D. TERMINATION DUE TO "REPEATED" VIOLATIONS. The Board of Supervisors hereby authorizes the Director of Airports to include in selected agreements the right to issue a "Notice of Termination for Breach of Good Faith" which would allow termination of an Agreement after tenants repeating the same violation three (3) times or more within any twelve (12) month period, regardless of tenants' cure, remedy, or diligent pursuit to correct violations.
- E. BACKGROUND DETERMINATION AND GUIDELINES. No agreement will be executed under the authority of this RESOLUTION if the County Executive Officer or the Director of Airports of the Department of Airports determines that: (1) The proposed use or occupancy is in conflict with the County's adopted plans for development; (2) The other party(s) to a proposed Agreement has a reputation, character, or background which could be detrimental to County's interest; or (3) Such other party(s) does not have technical knowledge, management ability, or financial capability to fulfill the purpose and provisions of the Agreement.
- F. RENTAL POLICY. It shall continue to be Department of Airports' Policy to require "ALL" tenants or users of County Airports property to pay rents established by Board-approved Rent and Fee Schedules; however, the Director of Airports may determine that certain special services including labor and/or materials may be accepted in lieu of cash payment of rent where all other guidelines are consistent

with Director of Airports' Authority. Director of Airports is authorized to adjust rents incrementally to current rate to ensure the cost will not cause a loss of business.

- G. CONTROVERSIAL OR POLICY SETTING AGREEMENTS. Any transaction authorized by this Resolution, considered significantly controversial or policy-setting in the opinion of the County Executive Officer or the Director of Airports, shall be submitted first to the Aviation Advisory Commission and appropriate Airport Authority for recommendation and then to the Board of Supervisors for approval and execution.

IV. AUTHORIZATION TO ESTABLISH FEES

The County Executive Officer, or the Director of Airports is hereby granted limited authority to establish fees for other uses of airport property not specifically provided for in the attached schedule. Such other fees shall be reasonable and consistent with the policies and fees established herein. Any such fee considered to be significant, controversial or policy-setting shall first be submitted to the Aviation Advisory Commission and appropriate Airport Authority, for recommendation, and finally to the Board of Supervisors for appropriate action.

THE FOREGOING RECITALS and attached Rent and Fee Schedule are passed, approved, and adopted by the Board of Supervisors, effective July 1, 20254.

COUNTY OF VENTURA

Date _____

By _____
Chair, Board of Supervisors

ATTEST: SEVET JOHNSON,
Clerk of the Board of Supervisors
County of Ventura, State of California

By _____
Deputy Clerk of the Board