

**SALT LAKE CITY INTERNATIONAL AIRPORT
MONTHLY SHADE HANGAR LEASE AGREEMENT**

THIS LEASE AGREEMENT (“Lease” or “Agreement”) is between SALT LAKE CITY CORPORATION, a Utah municipal corporation (“City” or “Sponsor”), and _____, (“Lessee”), a _____, and is dated as of _____, and is dated as of date the City Recorder attests the applicable City signature, which shall be the recordation date (the “Effective Date”).

RECITALS

A. City owns the Salt Lake City International Airport (“Airport”) and through its Department of Airports (“SLCDA”) operates the Airport.

B. Lessee desires and City is agreeable to enter into an agreement for the lease of shade hangar space at Airport subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual promises and considerations, the parties agree as follows:

AGREEMENT

1. AGREEMENT TO LEASE.

City hereby grants to Lessee the right to use the shade hangar space designated by Lessor in its sole and absolute discretion (the “Leased Premises”) for parking the Aircraft (as defined below). Lessee represents that Lessee owns or controls the Aircraft and that it is registered with the Federal Aviation Administration, (“FAA”) and is in an airworthy and operable condition. Lessee agrees that the Aircraft will remain in an airworthy and operable condition at all times, except for during routine maintenance. In no event shall the Aircraft remain inoperable for more than six (6) months. On or prior to the Effective Date, Lessee shall provide City with a Certificate of Aircraft Registration for the Aircraft.

The aircraft registration number, make and model of the aircraft authorized to occupy the Leased Premises under this Lease (the “Aircraft”) is identified as follows:

Registration No: _____
Make: _____
Model: _____

2. TERM.

This Lease shall commence on January 1, 2027, and shall continue on a month-to-month basis until terminated as provided herein (the “Term”).

3. RENT AND FEES.

- A. Lessee covenants and agrees to pay to City as rent without demand for the Leased Premises during the Term two hundred six and no/100 dollars (\$206.00) per month, in advance ("Rent").
- B. Beginning on June 30, 2027, Rent shall increase to the sum of three hundred and no/100 dollars (\$300.00) per month, in advance.
- C. Beginning July 1, 2028, and every one (1) year period thereafter that this Agreement is in effect, Rent shall be adjusted upward according to the percentage change in the Consumer Price Index ("CPI") for the previous one (1) year period, provided, however, that no increase may exceed five percent (5%) of the previous year's rate.
- D. Monthly Rent shall be paid without invoice or demand before the first day of each and every month following the date of commencement. Until Lessee shall have been given notice otherwise by City, Lessee shall pay all Rent to:

Salt Lake City Corporation
Department of Airports
PO Box 145550
Salt Lake City, Utah 84114-5550

- E. In the event that the Lessee is delinquent in any payment due to City for period of thirty (30) days or more, in addition to any other right City may exercise at law, City reserves the right to assess a fee equal to five percent (5%) of the total monthly payment rental or fee that is delinquent. City reserves the right to apply interest at a rate of ten percent (10%) per annum on any balance outstanding beyond sixty (60) days. All Rent and other amounts due under this Lease shall be paid without abatement, deduction, offset, or prior notice or demand, unless specifically provided by the terms of this Lease.
- F. No payment by Lessee or receipt by City of a lesser amount of Rent or any other amount required to be paid by Lessee under this Lease shall be deemed to be other than on account of the earlier due Rent or any other amount required to be paid by Lessee under this Lease, nor shall any endorsement or statement or any check or any letter accompanying any such payment be deemed an accord or satisfaction, and City may accept such check or payment without prejudice to the City's right to recover the balance of such Rent or any other amount required to be paid by Lessee under this Lease.
- G. A deposit equal to the amount of one month's Rent shall be paid prior to execution of this Lease ("Deposit"), which shall be returned by City to Lessee after Lessee vacates the hangar, removes all personal property, returns all keys and badges, and leaves the Leased Premises in broom swept condition, to City's satisfaction. If Lessee fails to return keys and badges, leave the Leased Premises in substantially the same condition as before the Lease commenced, City may deduct any outstanding amounts from the Deposit.

4. **USE.**

Lessee agrees to use the Leased Premises strictly in accordance with the following provisions:

- A. Lessee shall use the Leased Premises only to house the Aircraft listed above, which is owned or leased by Lessee, plus necessary related items for the Aircraft. No other items are to be stored on the Leased Premises or outside the hangar unless agreed upon in writing by City.
- B. Lessee shall at all times comply with the FAA's policy regarding the Non-Aeronautical Use of Airport Hangars, 81 Fed. Reg. 38906 (June 15, 2016) (the "Policy"). Lessee acknowledges that violation of the Policy in any respect, including, without limitation, due to the storage of nonoperational or non-airworthy aircraft, shall be cause for immediate termination of this Lease.
- C. Lessee shall not store any explosives, solvents, or flammables with a flash point below 100 degrees Fahrenheit (100° F) in the Leased Premises. Lubricating oil stored in the Leased Premises must be kept in closed containers. Lessee shall comply with the Environmental Requirements, which appear elsewhere in this Lease.
- D. Lessee shall ensure that hangar doors are kept closed at all times when the Leased Premises is unattended.
- E. Lessee shall not use the Leased Premises for spray painting or doping. Lessee or the owner of the Aircraft may make or cause to be made on the Leased Premises necessary repairs, maintenance (routine or otherwise), and/or inspections to the Aircraft as required by Federal Aviation Regulations ("FARs") to allow the Aircraft to be maintained in an airworthy condition. Professional mechanics hired by Lessee or Aircraft owner to repair, maintain, or inspect the Aircraft must be properly licensed according to the FARs and meet the requirements established in Title 16, Salt Lake City Code, or Airport rules and regulations regarding airframe and/or power plant repair.
- F. Lessee shall, at its own expense, install and maintain sufficient fire extinguishers, which meet NFPA 10 specifications or as otherwise specified by the City from time to time, in and about Leased Premises in such locations as directed by the Salt Lake City Fire Marshall.
- G. Lessee shall keep the Leased Premises clean and free of debris and shall store garbage in a covered metal or plastic container. Lessee shall report promptly to City any defects in the Leased Premises which require repair or maintenance. After termination of the Lease, Lessee shall remove all of Lessee's property from the Leased Premises, and if Lessee fails to do so, City may remove such property from the Leased Premises at Lessee's cost.

- H. Lessee shall not use any hoisting device that in any way attaches to the Leased Premises. This does not preclude the use of a horizontal winch or similar device used to move the Aircraft into the Leased Premises, provided such device is not attached to the metal structure and is approved in advance in writing by City.
- I. Lessee shall not modify the Leased Premises, including the metal wall panels, steel structures, electrical facilities or outlets, or supports of the Leased Premises without the prior written permission by City, which permission may be granted or withheld in the City's sole discretion.
- J. Lessee shall not utilize the Leased Premises for any commercial activity unless expressly authorized in writing by City.

5. ASSIGNMENT; SUBLEASE.

Lessee shall not assign, transfer, or encumber this Lease or sublease or encumber any part of the Leased Premises, without City's written consent. In the event Lessee is a corporation, limited liability company, limited partnership, or other such entity, a change in the majority ownership of such entity shall constitute an assignment or transfer of this Lease for purposes of this section 5. Lessee shall not record this Lease or any document or interest in connection herewith.

6. ACCESS OF CITY.

City reserves the right to enter the Leased Premises for any reason, including to conduct inspections, to effect repairs to the Leased Premises, and to determine compliance with the Lease, the Policy, and all applicable federal, state or local statutes, ordinances, regulations, orders, policies, administrative rules, including, without limitation, those issued by City (including any environmental handbook adopted by City for use in connection with the Airport), which are now existing or hereafter enacted or issued, or the requirements of common law (collectively, "Laws"). City may use its master key to unlock the Leased Premises and gain entrance at any time and without notice. City shall provide the only lock to be used on the Leased Premises with two (2) keys available to Lessee. Any other lock found on the Leased Premises at any time shall be cut off and replaced with a City lock, for which Lessee may obtain two (2) keys, at Lessee's expense, at the Airport finance and administration office during normal business hours. In no event shall City be deemed guilty of trespass upon the Leased Premises or to have violated any of Lessee's rights hereunder by reason of City's entrance into the Leased Premises. Lessee hereby waives any claim against City by reason of any entrance upon the Leased Premises by City.

7. ACCESS BY LESSEE.

To assure the safety of persons authorized to enter into the secured general aviation area of the Airport and to further protect the security of the Leased Premises, Lessee and any persons under control of Lessee shall only access the Leased Premises in accordance with all applicable Laws, including all City and Airport regulations. If an identification badge is issued by City to Lessee, Lessee understands and agrees the identification badge may

only be used by the person to whom it is issued and that the issuance of such identification badge constitutes City's consent to Lessee's access to the Leased Premises for the purposes permitted by this Lease. Lessee understands and agrees that such consent is not governed by this Lease or any interest hereunder and that such consent may be revoked at any time by City without notice at City's sole discretion for any reason whatsoever. Lessee shall travel to and from the Leased Premises by the most direct route while on the Airport. Lessee shall not, in its travel to the Leased Premises, interfere with any aviation use of the Airport by City or other aircraft or users of the Airport.

8. DAMAGE TO PROPERTY.

Lessee shall be responsible for any and all damage to property belonging to City or the City's other tenants to the extent caused by an act or omission of Lessee or his or her agents or invitees. Lessee shall be responsible for repairing any damaged property and shall pay the costs thereof. City assumes no responsibility for any damages or losses that may occur to Lessee's property, except to the extent that such damage is directly and proximately caused by the willful, or intentional conduct of City.

9. INSURANCE.

Lessee shall, at its own cost and expense, secure and maintain the following policies of insurance throughout the term of this Lease, and thereafter so long as Lessee is in occupancy of any part of the Leased Premises.

A.

1. Aircraft or Aviation Liability: An amount of no less than \$2,000,000 per occurrence basis bodily injury, passenger bodily liability, and property damage including owned and non-owned aircraft parts and vehicles, products and completed operations liability, premises operations, acts of independent contractors, and such other coverage as may be necessary to protect City herein from such claims and actions. If the policy is issued on a claims made basis, the policy shall be maintained for a period of one (1) year following the completion of this Agreement or contain a comparable "extended discovery" clause or "tail coverage."
2. On-Premises Automobile Liability: An amount of no less than \$2,000,000 per occurrence covering owned, hired and non-hired vehicle use for all vehicles entering the Leased Premises.
3. Aviation Umbrella or Excess Policy: The Lessee may use umbrella or excess policies to provide the liability limits as required in this Lease. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Aviation or Aircraft Liability and Automobile Liability insurance.

4. Personal Property Insurance: An amount equal to full replacement value, of loss to any personal property and improvements, such as for fire and extended coverage, including sprinkler leakage, vandalism and malicious mischief, and debris removal contained within or on the Leased Premises.
- B. Additional Insured and Pre-Cancellation Notice. The insurance policies required above shall contain an endorsement listing Salt Lake City Corporation as an additional insured and shall further provide that the policy may not be canceled or modified in a way which impairs the protection of the additional insureds without thirty (30) days prior written notice to City.
- C. Certificates of Insurance. Prior to execution of this Lease by City, the Lessee shall provide City with certificates evidencing the coverage described above in a form acceptable to the Salt Lake City Attorney's Office. All certificates of insurance shall list Salt Lake City Corporation as Certificate Holder.
- D. Delivery of Certificates of Insurance. Lessee shall deliver certificates of insurance either by mail to the Notice Address listed in section 21, or by email to airportinsurance@slc.gov
- E. Rights Reserved by City. City reserves the right to increase limits and coverage hereunder consistent with industry standards, statute or judicial decision, or Airport policy; provided, however, that any such increase shall be consistent with other similarly situated tenants. Lessee shall then cause its insurance coverages hereunder increased to any such new limit.
- F. City Continuance of Coverage. If any of the policies of insurance required from the Lessee are canceled or lapse, City may, at City's sole discretion, obtain substitute coverage at reasonable rates. City may deduct the cost of such coverage, plus ten percent (10%) for administrative charges, from any monies owing to the Lessee.
- G. Policies of Insurance. At City's request, the Lessee shall provide City with the actual policies providing the coverage required above.
- H. Quality of Insurance Companies. All policies of insurance provided shall be issued by insurance companies qualified to do business in the State of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report.
- I. Waiver of Subrogation. Notwithstanding any other provisions contained in this Lease, Lessee hereby waives any rights it may have against the City on account of any loss or damage to its property including the Leased Premises and its contents, which arises from any risk generally covered by the insurance or any other insurance required to be carried hereunder, whether or not City may have been negligent or at fault in causing such loss or damage. Lessee shall obtain a clause or endorsement in the policies of such insurance which it obtains in connection

with the Leased Premises or other area at the Airport to the effect that the insurer waives, or shall otherwise be denied, the right of subrogation against the City for any loss covered by such insurance.

10. ENVIRONMENTAL MATTERS.

- A. Lessee shall use the Leased Premises in compliance with all applicable Laws, which in any way pertain to the environment or to Lessee's use of the Leased Premises (the "Environmental Requirements"). Without limitation, such matters include Lessee's (1) use of the Leased Premises; (2) transportation, handling, or discharge of any materials; or (3) storage, treatment, or disposal of any waste in connection with Lessee's use of the Leased Premises. Lessee shall act with due care and in compliance with industry practices in connection with materials and substances used by Lessee on the Leased Premises, even if not regulated by Environmental Requirements or any other Law as aforesaid, so as not to pose a hazard to the health or safety of the current or future occupants of the Leased Premises or to the owners or occupants of property adjacent to or in the vicinity of the Leased Premises, to the Airport or to the environment ("Restricted Activities"). In particular, without limiting the generality of the foregoing, Lessee shall not discharge any hazardous wastes or other materials to the storm drains on the Leased Premises or on any other property of City. Lessee further agrees to execute and deliver to City any documents reasonably required by City in connection with any environmental matter, including disposal.
- B. Lessee shall not cause contamination of the Leased Premises arising from Restricted Activities or by "hazardous," "controlled," "regulated," or "waste," substances, or substances described by similar terms, within the meaning of Utah Code Title 19, the Utah Administrative Code on Environmental Quality, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the federal Resource Conservation and Recovery Act, the Federal Clean Air or Clean Water Act, or any other applicable Law. Lessee shall report any spills or releases of hazardous substances of any kind to the City.
- C. Without limiting any other right, remedy or provision of this Lease, Lessee hereby agrees to indemnify, defend and to hold harmless City and its officers, agents, elected officials employees and volunteers of, from, and against any and all expense, loss, claim, damage, or liability suffered by them by reason of Lessee's breach of any of the environmental provisions of this Lease or any Environmental Requirement or such a breach by the act of any of Lessee's officers, employees, agents, or invitees, whether direct or indirect, or foreseen or unforeseen, including (but not limited to) all clean up and remedial costs, diminution in the value of the Leased Premises and any other areas at the Airport, and reasonable legal and consulting fees and costs incurred by City in connection with enforcement of this provision. The provisions of this paragraph shall survive the termination of Lessee's tenancy of this Lease. No subsequent modification or termination of this Lease by agreement of the parties or otherwise shall be construed to waive or to

modify any provision of this paragraph unless the termination or modification agreement or other document so states in writing.

11. SUCCESSORS.

Subject to the provisions of section 5 of this Lease, all covenants and agreements herein contained shall extend to and be binding upon the successors, heirs, executors, and administrators of Lessee.

12. COMPLIANCE.

Lessee shall comply with all applicable Laws including, without limitation, all fire codes and aviation and security regulations. Lessee agrees that this Lease may be terminated at the option of City for a violation of any applicable Laws.

13. TSA AIRPORT SECURITY CLAUSE.

Lessee acknowledges that security is of primary importance at the Airport, and that security requirements are likely to change during the term of this Agreement. Lessee shall at all times comply with all security Laws whether written or verbal, including, without limitation, 49 C.F.R. Part 1542 "Airport Security" or any amendment or successor thereto, and Lessee will work cooperatively with City in connection with the same. Lessee understands and agrees that the same may impact Lessee's business operations and costs. Lessee further agrees that it shall be strictly liable for the payment of any civil penalties assessed against City or Lessee relating to security and shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers.

14. OTHER FEDERAL REQUIREMENTS

- A. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of any existing or future agreement entered into between City and the United States of America for the improvement or operation and maintenance of Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds for the improvements or development of Airport; this Lease will be subject to any Laws which have been, or may hereafter be adopted pertaining to Airport.
- B. It will be a condition of this Lease, that City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport. Lessee expressly agrees for itself, its successors, and assigns

to prevent any use of the Leased Premises, which would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

- C. The City retains the continuing right in the Lease Premises to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace and to remove from said airspace, at the Lessee's expense or at the sole option of the City, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from the Leased Premises for the above purposes.
- D. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Federal law or rules and regulations.

15. **TAXES.**

Lessee agrees to pay on or before the date due all taxes, assessments, or charges which during the term hereof may become a lien upon or be levied by a federal, state, county, city or other tax levying body on all personal property of Lessee located upon and all improvements made to the Leased Premises by Lessee in connection with Lessee's use and occupancy thereof and upon the possessory interest of Lessee in the Leased Premises which shall specifically include, but not by way of limitation, any taxes levied under the provisions of any state statute, municipal ordinance or any other law, regulation, or ordinance if applicable. Lessee agrees that City may share any and all contact information or other information with any governmental entity for the purposes of collection of all taxes, assessments, liens, or charges of any kind.

16. **INDEMNIFICATION.**

- A. To the fullest extent permitted by law, Lessee shall, at its sole cost and expense, defend, indemnify and hold City and its board members, departments, representatives, City authorized representative(s), agents, officers, elected officials, volunteers, employees, affiliates, successors and assigns harmless from and against all losses, judgments, claims, demands, suits, actions, legal or administrative proceedings, damages, costs, charges and causes of action of every kind, nature or character whatsoever, including, but not limited to, reasonable attorney's fees and other legal costs such as those for paralegal, investigative, legal support services and the actual costs incurred for expert witness testimony, (collectively Claims) directly or indirectly arising from, related to or connected with, in whole or in part, Lessee's use of the Leased Premises or Airport, including but not limited to Claims directly or indirectly arising from, related to or connected with, or alleged to be caused by in whole or in part: any act, omission, fraud, wrongful or reckless conduct, fault or negligence by Lessee or its officers, directors, agents, employees, subcontractors or suppliers of any tier, or by any of their employees, agents or persons under their direction or control; violation by Lessee or Lessee's officers, directors, agents, subcontractors or suppliers of any

tier, or by any of their employees, agents and persons under their direction or control, of any copyright, trademark or patent or Federal, State or local law, rule, code, regulation, policy or ordinance; nonpayment to any of Lessee's subcontractors or suppliers of any tier, or if any officers, agents, consultants, employees or representatives of Lessee or its subcontractors or suppliers of any tier; and, any other act, omission, fault or negligence, whether active or passive, of Lessee or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement (collectively "Acts and Omissions"). This indemnification obligation includes any penalties or fines assessed by the FAA or Transportation Security Administration as well as any other costs to the City, such as investigation and security training, incurred as a result of any violation of federal security regulations, including the Airport security plan, by the Lessee, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

- B. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee, under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- C. This section 16 shall survive the termination of this Lease as to claims arising during the Term hereof.

17. **WAIVER.**

Notwithstanding anything to the contrary in this Lease, the Leased Premises are hereby leased in an "as is" condition without any representations or warranties whatsoever, express or implied, it also being expressly understood and agreed that City is not obligated to install services or facilities in the Leased Premises beyond those now in place. Lessee assumes all risk of the use of the Leased Premises and hereby waives any and all claims and damage now existing or which may arise in the future with respect to the use of the Leased Premises or damage or injury to the Aircraft or any person in connection with the use of the Leased Premises or any related facility owned by City except to the extent permitted under section 8 of this Lease.

18. **TERMINATION.**

This Lease may be terminated by either party for any reason or for no reason by giving the other party at least fifteen (15) days' written notice of termination prior to the end of the month. Lessee will at the termination or expiration of this Lease quietly and peaceably yield up the Leased Premises in as good and tenantable condition as at the commencement of the Lease, reasonable wear and tear excepted.

Upon termination, City may at any time, without waiving or limiting any other right or remedy available to City: (a) re-enter and take possession of the Leased Premises by any lawful means; (b) hold any aircraft housed therein until any unpaid Rent is paid in full; and (c) pursue any other remedy allowed under law or in equity. Lessee shall pay to City

the reasonable cost of recovering possession of the Leased Premises, all reasonable costs of reletting the Leased Premises, and all other reasonable costs and damages arising out of Lessee's default, including reasonable attorney fees and costs. Notwithstanding any termination of Lessee's rights under this Lease or re-entry of the Leased Premises, the liability of Lessee for the Rent payable under this Lease shall not be extinguished for the balance of the Term, and Lessee agrees to compensate City on demand for any deficiency in the same. No re-entry or taking possession of the Premises or other action by City on or following the occurrence of any default by Lessee shall be construed as an election by City to terminate this Lease or as an acceptance of any surrender of the Leased Premises, unless City provides Lessee written notice of such termination or acceptance.

19. **HOLDING OVER.**

If, after the termination or expiration of this Lease, Lessee shall remain in possession without any express written agreement as to such holding over, Lessee shall be deemed to be a tenant at sufferance from day to day at a daily rental rate equal to two hundred fifty percent (250%) of the Rent previously in effect.

20. **RELOCATION.**

City reserves the right, at its sole discretion, to relocate Lessee to another hangar at the Airport of reasonably comparable size, quality, and access, as determined by City. Any costs of relocation shall be at the expense of Lessee.

21. **NOTICE.**

Notice will be sufficient if delivered to the following Notice Addresses by hand delivery directly to the named individual or title, by express U.S. mail postage prepaid, by overnight delivery service for which delivery receipt is required, or by email transmission.

A. To City:
Airport Contracts and Procurement Manager
Salt Lake City Department of Airports
Salt Lake City International Airport
P.O. Box 145550
Salt Lake City, Utah 84114-5550
Email: Airport.Notices@slc.gov

Hand delivery:
Airport Contracts and Procurement Manager
Salt Lake City Department of Airports
Salt Lake City International Airport
Administrative Offices, Third Floor
3920 West Terminal Drive
Salt Lake City, Utah 84122
Ph. No. (801) 575-2401

Overnight carrier:

Airport Contracts and Procurement Manager
Salt Lake City Department of Airports
Salt Lake City International Airport
3619 West 510 North
Salt Lake City, Utah 84116
Ph. No. (801) 575-2401

B. To Lessee:

Ph. No. () -

Email: _____

- C. Any notice delivered by hand or email delivery shall be conclusively deemed received by the addressee upon actual delivery; any notice delivered by overnight or express mail as set forth in this Lease Agreement shall be conclusively deemed received by the addressee on the following business day after deposit.
- D. The parties may designate in writing other Notice Addresses for notice from time to time.

22. MISCELLANEOUS.

- A. This Lease embodies the entire agreement between the parties and cannot be altered except in a written instrument, which is signed by both parties.
- B. This Lease has been made in and shall be construed in accordance with the laws of the State of Utah and any legal action arising from this Agreement shall be brought exclusively in the state or federal courts located in Salt Lake City, Utah.
- C. Time is of the essence of each provision of this Lease.
- D. Lessee acknowledges and agrees that City is a municipal corporation of the State of Utah, and that City has the right and the ability to make laws of general applicability that may modify the terms of this Lease. Lessee agrees that this Lease is subject to the enactment and adoption of any such laws, rules, ordinances, or regulations which have general applicability, that Lessee will be bound by such enactments, and that Lessee shall have no grandfathered rights with respect to such enactments as a result of this Lease or Lessee's use of the Leased Premises.

- E. No failure by any party to insist on the strict performance of any provision of this Lease or to exercise any right or remedy consequent to a breach of this Lease shall constitute a waiver of any such breach or future breach of such provision.
- F. If Lessee is a business entity of any kind, it shall be registered with the Utah Department of Commerce Division of Corporations and Commercial Code either as a corporation, limited liability company, partnership, DBA, or otherwise, and remain registered throughout the term of this Lease.
- G. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Lessee represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.
- H. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by the Lessee pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Lessee. Any materials for which the Lessee claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from the Lessee explaining the Lessee's claim of exemption from disclosure. City will make reasonable efforts to notify the Lessee of any requests made for disclosure of documents submitted under a claim of confidentiality. The Lessee may, at the Lessee's sole expense, take any appropriate actions to prevent disclosure of such material. The Lessee specifically waives any claims against City related to disclosure of any materials required by GRAMA.
- I. **FEDERAL PROVISIONS.** Lessee agrees to comply with all applicable mandatory contract provisions in Exhibit B, attached, which may be updated from time to time.

(signatures on following page)

IN WITNESS WHEREOF, the parties hereto have signed this Lease to be effective as of the Effective Date.

SALT LAKE CITY CORPORATION

SHANE ANDREASEN
DIRECTOR OF REAL ESTATE AND
COMMERCIAL DEVELOPMENT
SALT LAKE CITY DEPARTMENT OF
AIRPORTS

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

Senior City Attorney

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

City Recorder

(LESSEE)

by: _____
Signature

its: _____
Title

EXHIBIT A

LEASED PREMISES

(place holder, PDF will be combined for execution)

DRAFT

EXHIBIT B

FEDERAL AVIATION ADMINISTRATION (“FAA”) – CIVIL RIGHTS & NONDISCRIMINATION PROVISIONS

GENERAL CIVIL RIGHTS PROVISION

- A. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- C. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.
- D. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”), agrees as follows:

- A. Compliance with Regulations: The Lessee (hereinafter includes subcontractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including amendments thereto.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- D. Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a Lessee's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- (1) Withholding payments to the Lessee under the contract until the Lessee complies; and/or,
 - (2) Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The Lessee will include the provisions of paragraphs A. through F. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Sponsor enter into any litigation to protect the interests of the Sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.
- G. In the event of breach of any of the above Nondiscrimination covenants, City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- I. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

- A. The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

- B. With respect to the Agreement, in the event of breach of any of the above Non-discrimination covenants, City will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement never been made or issued.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Lessee agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1).