#### **EXHIBIT A**

#### GENERAL AVIATION EAST NON-COMMERCIAL T-HANGAR LEASE TERMS

#### RECITALS:

- A. The Reno-Tahoe Airport Authority ("Authority") owns, operates and maintains that certain airport known as Reno-Tahoe International Airport, located in Reno, Washoe County, Nevada ("Airport"), and is authorized to contract for use of Airport premises and facilities.
- B. Authority is the owner in fee simple of that certain parcel of real property containing approximately 15.46 acres of land together with 146,278 square feet of improvements thereto including aircraft storage hangars together with apron and ramp located in the northeast quadrant of the Airport with access to the Air Operations Area; and
- C. Effective July 1, 2012, T-Hangar leases for General Aviation East were offered on both a month-to-month basis as well as a multi-year term. Differential lease rates for General Aviation East have been established for T-Hangars, with month-to-month leases at a rate that is ten percent (10%) higher than one-year or multi-year leases. Effective July 1, 2012, lease rates are to be adjusted annually by CPI with a cap of three percent (3%), as further described in <u>Section 3.03</u> herein.
- D. Authority deems it advantageous to itself and to its operation of the Airport to enter into this Lease (below defined) with Lessee on the terms and conditions hereinafter set forth.
- E. Lessee has reviewed the terms and conditions of this Lease and agrees to be bound thereunder in consideration of Authority's grant of the right to use the Leased Premises for the uses and purposes described herein.
- NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Authority and Lessee do hereby agree to enter into this Lease upon the following terms, promises, covenants and conditions:

#### ARTICLE 1 LEASE OF PREMISES

- <u>Section 1.01 Leased Premises.</u> Authority hereby leases to Lessee and Lessee leases from Authority the Leased Premises. The Leased Premises are as shown on Schedule 1, attached hereto and by this reference made a part hereof, and as revised from time to time hereafter. Capitalized terms are as defined in <u>Article 10</u> hereof.
- Section 1.02 Condition of Leased Premises; Occupancy and Use. Lessee has inspected and accepts the Leased Premises in the condition existing as of the commencement of this Lease, with all defects, latent and patent, and without expense to Authority. Lessee agrees that it will not permit any act of omission or commission or condition to exist on the Leased Premises or the Airport which would in any way create a hazard to persons or property, would serve to jeopardize or invalidate any policies of insurance or increase the premium rate(s) charged for any insurance carried on the Leased Premises or the Airport, or which would be in violation of federal, state or local laws, rules and regulations thereby subjecting the Authority or others to sanctions, fines or penalties impeding the operation of the Airport.
- <u>Section 1.03 Ingress and Egress.</u> Lessee is granted, for the term of this Lease the unlimited and nonexclusive lawful right of ingress to and egress from the Leased Premises for Lessee and Lessee's agents, employees, contractors, guests, patrons and invitees; provided, however, that no person is authorized to enter a restricted area of the Airport by virtue of such right of ingress and egress to and from the Leased Premises.

Section 1.04 - Use of the Airport. Subject to the terms and conditions of this Lease and all Airport Rules and Regulations, Lessee shall have the right, in common with others so authorized, to use the Landing Area and appurtenances of the Airport, together with all facilities, improvements and services, including approach areas, runways, taxiways, aprons, aircraft parking areas, navigational and navigational aids, lighting facilities, control tower and other conveniences for flying, landing and takeoff of aircraft operated by Lessee, that have been or may hereafter be provided for common use at or in connection with the Landing Area of the Airport. Such use by Lessee shall be for the sole purpose of the landing, takeoff, flying, taxiing and towing of aircraft in connection with the operation of Lessee's noncommercial aircraft storage hangar and for no other purpose.

<u>Section 1.05 - Use of Common Areas.</u> Lessee, its employees, guests, patrons, and invitees shall have the right to nonexclusive use, in common with other authorized users, of the common areas of the Airport including those unrestricted, common-use portions of the Leased Premises and appurtenances thereto, together with all facilities, equipment, improvements and services that have been or may hereafter be provided at or in connection with the Airport for common use. Authority reserves the right to make changes in designations, locations and arrangement, and additions, modifications, deletions, alterations and improvements to public, common and joint use areas on the Airport, provided there shall be no unreasonable obstruction of Lessee's right of ingress to and egress from the Leased Premises, or interference with Lessee's ability to use the Leased Premises for the purposes intended hereunder, as provided in <u>Article 5</u> and pursuant to applicable definitions set forth in <u>Article 10</u> hereof.

<u>Section 1.06 - Reservations.</u> Authority expressly reserves from the Lease of the Leased Premises and rights conveyed hereunder:

- A. All gas, oil, water, geothermal and mineral rights in and under the soil;
- B. A public right of flight through the air space above the ground; and
- C. The right to grant utility rights-of-way and easements to others over, under, through, across or on the Leased Premises, provided that such rights-of-way and easements are located at least five (5) feet from any existing building; provided that such use will not unreasonably or materially interfere with Lessee's use of the Leased Premises, and provided further that such reservation or grant of rights shall not result in any cost or expense to Lessee; and
- D. The right to regulate and control the use of all Airport and airfield facilities, including but not limited to the AOA, aprons, ramps and taxiways as now exist and as may be constructed adjacent to the Leased Premises during the term of this Lease. Lessee hereby specifically acknowledges and agrees that Lessee's use of any such Airport and airfield facilities shall be as directed and regulated by the Authority.

<u>Section 1.07 - Quiet Enjoyment.</u> Upon Lessee's payment of all obligations due hereunder and performing all of the covenants, conditions and agreements set forth herein and provided by law, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the term provided herein.

Section 1.08 - Relocation. At any time after Lessee's execution of this Lease, Authority shall have the right, upon thirty (30) days' prior written notice to Lessee, to provide Lessee with reasonably similar space elsewhere at the Airport of approximately the same size as the Leased Premises and to relocate Lessee to such space. In the event that Authority shall exercise such right subsequent to Lessee's occupancy of the Leased Premises, Authority shall pay all reasonable costs of moving Lessee to such new space. If Authority moves Lessee to such new space, then this Lease and each and all of the terms and covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space, except that the new space shall be substituted for the current space and a revised Schedule 1 identifying such new space shall become part of this Lease. Should Lessee refuse to permit Authority to move Lessee to such new space, Authority shall have the right to terminate this Lease by written notice to Lessee, which termination shall be effective thirty (30)

days after the date of Authority's original notice of relocation. Nothing contained in this <u>Section 1.08</u> shall require Authority to offer to Lessee to substitute any similar space that becomes available at the Airport for Lessee's existing space.

#### ARTICLE 2 TERM

Section 2.01 - Term. The term of this Lease shall be as set forth in the Basic Lease Information.

Section 2.02 - Option to Extend. Provided that Lessee is not in default of the terms of this Lease or any other agreement with the Authority, Lessee shall have the right to request approval of a one (1) year or multiple year extension of this Lease by giving a sixty (60) day written notice prior to the expiration of the current Lease. Upon Authority approval, the one (1) year or multiple year Lease extension shall be upon the same terms and conditions existing at the time of the extension except that the rental rate is subject to adjustment as provided in Section 3.03 herein, and providing for such other revisions as may be necessary to update Lease terms in accordance with Authority policies, procedures and requirements existing at the time of the Lease extension. In such event, this Lease shall be amended providing for the term extension and rental rate adjustment with a revised "Basic Lease Information," and any other required revisions with a revised Exhibit A, for signature by both parties to memorialize the Lease revisions.

<u>Section 2.03 - Surrender.</u> Notwithstanding any other provision of this Lease to the contrary, no notice to quit possession at the expiration date of the term of this Lease, including any Lease extensions, shall be necessary. Lessee covenants and agrees that at the expiration of the term, or at any earlier termination hereof, Lessee will peaceably surrender possession of the Leased Premises and improvements thereto in good condition, reasonable wear and tear, acts of God, and other casualties excepted, and Authority shall have the right to take possession of the Leased Premises with or without due process of law.

Section 2.04 - Hold Over. In the event Lessee remains in possession of the Leased Premises after the expiration or termination of this Lease without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Lease but shall create only a month-to-month holdover tenancy under the same operating conditions contained herein, except as to rents and fees which shall be established and charged according to the current Master Fee Resolution. Said holdover tenancy shall be subject to Authority's termination and repossession of the Leased Premises at any time. Lessee shall be liable to Authority for all loss or damage on account of any holding over against Authority's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Authority from Lessee after the expiration, termination or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Leased Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Authority's consent is required or operate as a waiver of any right of the Authority to retake and resume possession of the Leased Premises.

## ARTICLE 3 RENTS. FEES, CHARGES,

<u>Section 3.01 - Rent.</u> For the use and occupancy of the Leased Premises hereunder, Lessee shall pay to Authority monthly rent in the amount set forth in the Basic Lease Information. The rental rate shall be adjusted as provided for in <u>Section 3.03</u> hereof.

<u>Section 3.02 - Security Deposit.</u> Lessee shall deliver to Authority a Security Deposit in the amount set forth in the Basic Lease Information in a form satisfactory to the Authority to be held and applied by the Authority to discharge any obligations of Lessee under this Lease to include cost to remove abandoned property as provided for in <u>Section 9.05.</u> The Security Deposit shall remain in full force and effect throughout the Lease term and for a period of forty-five (45) days following any termination of this Lease. If any portion of the deposit is

applied by Authority prior to the expiration date or earlier termination of this Lease, Lessee shall, within ten days of written demand from Authority, restore the amount of the deposit to be held by Authority for the remainder of the term of this Lease.

Section 3.03 - Rent Adjustment. Rent payable hereunder shall be adjusted annually on July 1 (the "Adjustment Date"), with a cap of three percent (3%) of the annual rent then in effect during the term of this Lease, in an amount equal to the percentage of change in the CPI-U Index published for All Urban Consumers United States City Average, All Items, 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is published for the year immediately preceding the applicable Adjustment Date. If the aforesaid Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. Notwithstanding any other provision hereof to the contrary, in no event shall the adjusted rental rates be less than those rates established for the immediately preceding adjustment period.

<u>Section 3.04 - Additional Fees, Charges and Rentals.</u> Lessee shall pay additional fees and charges, as additional rent, under the following conditions:

- A. If Authority has paid any sum or sums or has incurred any obligation or expense for which Lessee has agreed to pay or reimburse Authority.
- B. If Authority is required to pay any sum or sums or incur any obligations or expense because of the failure, neglect or refusal of Lessee, after appropriate notice, to perform or fulfill any of the conditions of this Lease.
- C. If Authority is fined or otherwise penalized as a result of the activities, operations or negligence of Lessee or anyone acting by or for Lessee.

Upon an event described in Paragraph B of this <u>Section 3.04</u>, Authority shall give notice to Lessee of the circumstance giving rise to the sum, obligation or expense, and Lessee shall have thirty (30) calendar days from the date of such written notice within which to cure the circumstance or, if its extent is such that it cannot be so cured, to begin and diligently pursue best efforts to cure.

Such payments shall include but not be limited to all interest, costs, damages, penalties and administrative tees in conjunction with such sums so paid or expenses so incurred and may be added to any installment of the fees, charges and rentals due hereunder. Each and every part of such payment shall be recoverable by Authority in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rental, as set forth herein.

Section 3.05- Time and Manner of Payments. All rent and adjusted rent payable by Lessee to Authority hereunder is due and owing, in advance, without notice or demand and without deduction or offset, on or before the first day of each and every calendar month in advance throughout the term of this Lease. Rent for any portion of a month shall be prorated on a daily basis. Any other payments due or reimbursable to Authority by Lessee hereunder shall be paid when incurred or immediately upon receipt of Authority's invoice therefore, and shall be deemed delinquent if not paid within fifteen (15) days of the date due. Payments shall be made at the offices of the President/CEO of the Authority at the Airport, or at such other place as Authority may hereafter notify Lessee, and shall be made in legal tender of the United States.

Section 3.06 - Unpaid Rent, Fees or Charges. Any rent, adjusted rent, fees or charges not paid by the 15th day of the month in which said amounts are due shall bear a service charge at the then highest rate established from time to time by Authority (currently set at 18% APR), from the date due until fully paid. Lessee agrees that it shall pay and discharge all costs and expenses incurred or expended by Authority in collection of delinquent amounts due hereunder, including service charges, professional collection fees and attorneys' fees. Continued failure by Lessee to pay any delinquent amount and accrued service or other charges within five (5) days of Authority's written notice of such breach will constitute a material default under this Lease and

Authority may pursue all available remedies for the collection and cure of such default, including but not limited to those cited in **Article 10** hereof and as provided by law.

Section 3.07 - Payment of Taxes and Fees; Utilities. Lessee covenants and agrees to promptly pay all lawful general taxes, special assessments, excises, license fees, and permit fees, of whatever nature, applicable to its permitted use at the Airport and to obtain and keep current any and all municipal, state and federal licenses as may be required for of its permitted use at and upon the Airport, and further covenants and agrees not to permit any of said taxes, assessments, fees and charges to become delinquent. Authority agrees that all existing utilities and related services shall be provided and paid for by Authority directly to the service provider. Authority shall not be obligated to make a capital improvement or otherwise incur any cost to accommodate a utility request of Lessee.

## ARTICLE 4 OPERATIONS, USE CONDITIONS AND RESTRICTIONS

Section 4.01 - Hangar Summary. Lessee shall file with the Authority a summary of its proposed aircraft to be stored in the hangar, including Lessee's emergency telephone number and the name(s) of Lessee's personnel having responsibility for Lessee's aircraft at the Airport and attaching to said summary: (A) a copy of Lessee's charter and by-laws, partnership agreement and other documentation supporting its existence; to include a roster of officers and directors, if applicable (B) a schedule of all equipment and facilities placed or installed upon the Leased Premises; and (C) a list of all contractors and service providers utilized by Lessee in connection with Lessee's aircraft. Lessee shall update and revise this summary as changes occur, and shall provide such revised summary to the Authority.

<u>Section 4.02 - Minimum Requirements; Permitted Uses.</u> In addition to rights granted elsewhere in this Lease, Lessee is hereby permitted to store its aircraft in the Leased Premises at Lessee's sole cost and expense. Subject to use restrictions, limitations and conditions set forth in this Lease and as provided by law, Lessee's approved operations shall include the following:

- A. The landing, taking off, flying over, taxiing, towing and conditioning of Lessee's aircraft at the Airport and, in areas designated by Authority including but not limited to those portions of the Leased Premises designed and approved for such purpose, the parking, servicing, deicing, loading or unloading and maintenance of Lessee's aircraft and support equipment, subject to regulations as established by Authority from time to time.
- B. Lessee's aircraft will not be used by other than bona fide owners or their employees for their personal use or incidental business use only. The aircraft will not be used for compensation, barter, charter, or air taxi. Flight instruction may be given in an aircraft on file with the Authority as long as the student is a shareholder/partner or an employee of a shareholder/partner. Otherwise, flight instruction must be given by an authorized Flight School Operator with a current agreement with the Authority. Lessee will not provide aircraft parking or storage for any aircraft other than is on file with the Authority.
- C. Lessee may conduct maintenance or repair on Lessee's aircraft as long it is done by a qualified mechanic employee of the aircraft owner or an authorized service provider with an agreement or permit from the Authority in a designated area approved by Authority.
- D. Lessee is prohibited from subleasing or selling any goods or services whatsoever to any person or firm except that it can sell or exchange its aircraft and/or ground handling equipment. The authorized selling of Lessee's aircraft shall not be used as a subterfuge for conducting commercial aircraft sales.
- E. Lessee shall meet all city, county, state, and federal guidelines. All applicable state and local building codes shall be met.

<u>Section 4.03 - Conditions, Limitations and Use Restrictions.</u> Lessee's use of the Leased Premises and the Airport shall be subject to the following conditions, limitations and restrictions and in accordance with all other

applicable terms, covenants and conditions contained herein:

- A. Lessee shall at all times comply with all applicable laws, rules and regulations; including, but not limited to, the laws of the State of Nevada, local ordinances, and federal regulations governing the transportation and storage of hazardous materials, substances and waste, as may now or hereafter be defined by such laws, rules and regulations.
- B. Lessee shall not make use of the Leased Premises or the Airport in any manner which might interfere with or permit interference with the use, operation or maintenance of the Airport, including but not limited to the effectiveness of or accessibility to the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at the Airport, or the taxiing, landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event this covenant is breached, Authority reserves the right to cause the abatement of such interference at the expense of Lessee and to place such restrictions on the operations of Lessee as Authority deems necessary in the public interest.
- C. Lessee's operations hereunder and those of its employees, agents, contractors are expressly limited to the Leased Premises. Lessee shall not make use of the Leased Premises in any manner which might interfere with or permit interference with the use, operation or maintenance of another Lessee of GA East. Lessee may use the Air Operations Area and other restricted areas of the Airport only as specifically authorized by the Authority hereunder and as may be directed by the Authority from time to time.
- D. The removal of Lessee's disabled aircraft from the runway/taxiway shall be the responsibility of the Lessee. As soon as possible after release by proper authorities, Lessee shall remove any of its disabled aircraft from the AOA, Landing Area and Ramp, shall place such disabled aircraft in an area as may be designated by the Authority, and shall store such disabled aircraft only upon such terms and conditions as established by the Authority. In the event Lessee shall fail to remove disabled aircraft within sixty (60) minutes, Authority may but shall not be obligated to cause the removal of disabled aircraft at the expense of Lessee, and Lessee hereby indemnifies and holds Authority harmless from any claims or damages which may result from the disabled aircraft or its removal such removal. Lessee shall pay Authority, upon receipt of invoice, all costs incurred for such removal.
- E. Lessee shall not do or permit to be done anything, either by act or failure to act, that shall cause the suspension, cancellation or violation of the provisions or any part thereof, of any policy of insurance for the Airport, or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Lease. If such act or failure to act shall result in cancellation of any policy, then Lessee shall immediately upon notice by Authority, do whatever shall be necessary to cause reinstatement of said insurance. Furthermore, if Lessee shall do or permit to be done any act not authorized hereunder or fail to do any act required under this Lease, regardless of whether or not such act constitutes a breach of this Lease, which causes an increase in premiums for any Airport insurance policy, Lessee shall immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so and, in any event, Lessee shall hold Authority harmless from and against any expenses and damage resulting from any action as set forth herein.
- F. Lessee is limited to the uses approved herein. As such, Lessee is expressly prohibited from expanding or altering its permitted use beyond the scope of this Lease or to engage in other business enterprise on the Airport which is reserved to premises, use provisions, operating conditions and restrictions not intended or covered hereunder.

<u>Section 4.04 - Parking and Equipment Storage.</u> All of Lessee's vehicles and equipment used in the conduct of flying operations hereunder, including the vehicles and equipment will be parked and/or stored within

Lessee's Leased Premises in areas approved for such parking and storage, unless specifically authorized in writing by the Authority to be temporarily parked or stored elsewhere. The Leased Premises will not be used for vehicle, watercraft, recreational equipment, or trailer storage. For any vehicle or equipment found outside the Leased Premises or other area authorized for use by Lessee, Lessee will be charged an unauthorized equipment storage fee of Two Hundred and No/100ths Dollars (\$200.00) per vehicle or article of equipment per day; and, if any such vehicle or equipment is found to be obstructing the operations of the Authority or another tenant of Authority or approved operator, and Lessee fails to immediately remove it upon Authority's request, such vehicle or equipment will be removed and stored at the expense of Lessee.

Section 4.05 - Responsibility for Use. Lessee is and will remain responsible to all parties for its respective acts and omissions and Authority will in no way be responsible therefor. Throughout the term of this Lease, Lessee shall retain sole responsibility for safeguarding persons and property and for the conduct of its activities on the Airport, including the Leased Premises, at its sole cost, expense and liability. Lessee shall at all times conduct its permitted use in a safe, prudent, professional and lawful manner. Lessee agrees that its use hereunder will not interfere with or impede the operations of Authority, other tenants and authorized users of the Airport, or the general public.

<u>Section 4.06 - Rules and Regulations.</u> Lessee acknowledges and agrees that its use of the Leased Premises and activities on the Airport shall be in accordance with all applicable federal, state and local laws, rules and regulations, which now exist or may hereafter become effective, and in compliance with such directives as may be issued in connection therewith from time to time. Lessee agrees that it will comply fully with all rules and regulations of the Authority, specifically including but not limited to airfield operations, storm water, hazardous materials storage, fire safety and security program regulations currently in effect and as may be amended and promulgated, and all directives issued by Authority in connection therewith.

<u>Section 4.07 - Operating Standards</u>. Lessee covenants and agrees that it will operate under this Lease and will require its employees, agents, contractors and licensees to operate in a safe, lawful, prudent and professional manner, in accordance with all applicable regulations currently in effect and as may be amended, and pursuant to directives issued by the Authority in connection therewith from time to time.

<u>Section 4.08 - Purchase of Supplies and Services</u>. Should Lessee contract with a third party to provide aviation services which might otherwise be performed by Lessee under this Lease, such third party shall be deemed to be conducting a business at the Airport, and prior to engaging therein, Lessee will ensure that such third party has an operating agreement with Authority. Authority may impose charges, rentals and fees upon such third parties for facilities used or for services provided. Notwithstanding the foregoing, Lessee may select suppliers, purveyors and furnishers of materials, supplies, equipment and services of its own choosing. Nothing in this <u>Section 4.08</u> shall be construed as in any way limiting the general powers of Authority to fully exercise its governmental or proprietary functions or its obligations under any bond covenants or federal, state or local laws, rules or regulations.

Section 4.09 - Safety Procedures and Fire Protection System. Lessee will comply with all fire safety rules, regulations and procedures in effect at the Airport including, but not limited to, the use of metal trash cans and drip pans, as well as the installation of such extinguishing devices or fixtures on and in the Leased Premises, including improvements thereto, as may be required by the Airport Fire Department, and combustible/flammable liquid storage will meet Uniform Fire Code requirements. Lessee shall, at its own costs and expense, maintain in good working order on the Leased Premises an extinguishing device which Lessee shall cause to be certified as meeting all applicable fire and safety standards, at least annually, by a qualified fire protection system inspector, with a copy of each such certification provided on the device.

<u>Section 4.10 - Leased Premises Security.</u> Lessee will comply with all rules and regulations of Authority as to Airport and airfield security. Lessee shall be responsible for providing its own security for the Leased Premises, including but not limited to improvements thereto, for any equipment, vehicles, materials and other personal property brought onto the Leased Premises and the Airport by or for Lessee, and for any services provided by anyone for Lessee under this Lease. Lessee's responsibility and agreement hereunder shall

include, without limitation, compliance with any and all federal, state and local laws, rules and regulations governing airport and airfield security, as the same exist and as may hereafter be enacted, promulgated, augmented and amended.

## ARTICLE 5 MAINTENANCE AND REPAIR

Section 5.01 - Obligations of Authority. Lessee acknowledges that Authority has made no representations or warranties relating to the suitability of the Leased Premises for any use and that Lessee shall accept all facilities on the Leased Premises in "AS-IS" condition. Lessee shall be responsible for the maintenance of the interior of the Leased Premises, and Authority shall be responsible for the structural repair of the Leased Premises, provided such structural repairs are not caused or necessitated, directly or indirectly, by the actions or omissions of Lessee. The Authority shall likewise be responsible for pavement maintenance and may undertake such other repairs as Authority deems necessary, at its sole discretion. Seasonal snow and ice removal, and other safety measures during inclement weather conditions will be a part of Authority's grounds maintenance program. Authority will provide and operate the access control system. Lessee will receive one (1) access card to provide access to the Leased Premises.

<u>Section 5.02 - Compliance</u>. Lessee shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of Authority, all federal, state, city, local and other governmental authorities now or hereafter applicable to the Leased Premises, the Airport, and to any adjoining public ways as to the manner of use and the condition of the Leased Premises, and the condition of the Airport or of any adjoining public ways attributable to Lessee's permitted use.

<u>Section 5.03 - Maintenance and Repair.</u> Lessee shall maintain the interior of Leased Premises in a good, safe, clean and attractive condition and in compliance with federal, state and local laws, rules, ordinances, codes and regulations which now exist or may hereafter become applicable, including but not limited to existing and future environmental laws as the same may be amended. The Authority will be the sole judge as to the quality of maintenance and Lessee shall promptly comply with any directives issued by the Authority in connection therewith.

<u>Section 5.04 - Grounds Maintenance.</u> Lessee shall provide pavement seasonal snow and ice removal within eighteen (18) inches of exterior hangar doors/walls and will remove all trash and debris for disposal away from the Leased Premises and the Airport. The accumulation of trash, dust and debris, the piling of boxes and other unsightly or unsafe materials, on or about the Leased Premises or the Airport, is strictly prohibited.

<u>Section 5.05 - Authority's Right to Enter. Inspect and Make Repairs.</u> Authority and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's permitted use as is reasonably practicable) to enter upon and in the Leased Premises for the following purposes:

- A. To inspect the Leased Premises to determine Lessee's compliance with the terms and conditions of this Lease and with Authority's directives issued in connection herewith;
- B. To make repairs to the Leased Premises.
- C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems;
- D. At the discretion of the Authority or upon a directive from the FAA or TSA, to install or permit installation on, in, at, under, around or about the Leased Premises of equipment, facilities and devices necessary for the safe, secure, efficient operation of the airfield and Airport;
- E. To conduct inspections relevant to Airport and airfield operations and/or to install, inspect, remove, replace, adjust, repair, maintain or otherwise service any FAA, TSA or Authority

equipment, facilities or devices on, in, at, under, around or in the vicinity of the Leased Premises.

Lessee shall not obstruct or hinder any of the foregoing actions or installation(s) and shall hold Authority harmless from and against any liability or claim relating thereto, connected therewith or arising therefrom.

If Authority notifies Lessee of a maintenance requirement that constitutes an actual or apparent violation of any federal, state or local health or safety law including without limitation any health or safety requirement of Authority, Lessee shall have twenty-four (24) hours from receipt of Authority's notice within which to perform or to begin duly diligent efforts to perform the necessary maintenance. Lessee shall comply with Authority's policies and procedures for review, modification and approval of tenant improvement projects, including without limitation submittal of a Tenant Improvement Permit (see attached **Schedule 4**) and other documentation as required, and as such policies, procedures and required form(s) shall be amended from time to time.

Nothing in this <u>Section 5.05</u> shall limit any other right of Authority hereunder or obligate Authority to undertake any inspection, installation, removal, adjustment, repair, handling or other activity except as otherwise expressly provided herein. The provision for reasonableness shall not apply in the event of an actual, threatened or perceived emergency, the determination of which shall be at Authority's discretion.

## ARTICLE 6 INSURANCE

Section 6.01 - Insurance. Lessee shall, at its sole cost and expense, procure and maintain in effect at all times during the term of this Lease insurance coverage with limits not less than those set forth herein with insurers and under forms of policies satisfactory to the President/CEO of Authority, acceptance of which shall not unreasonably be withheld. The President/CEO reserves the right to require complete copies of such insurance policies for the purpose of determining acceptability. Lessee shall furnish Authority, or its Agent, with copies of policies or certificates from insurance carrier(s) showing all insurance required hereunder to be in full force and effect during the entire term of this Lease. Certificates shall show by separate endorsement and policies shall contain the provision that written notice of cancellation or of any material change in coverage under said policies shall be delivered to the President/CEO thirty (30) days in advance of the effective date thereof; provided, however, Lessee shall be responsible for such notification to Authority whether or not the insurer complies. Lessee shall maintain all insurance hereunder with insurance underwriters authorized to do business in the State of Nevada with an AM rating of A X or better, satisfactory to the President/CEO. Lessee is required to provide and maintain the following insurance:

- A. Aircraft Liability Insurance and/or Excess Coverage, Bodily Injury and Property Damage, with a minimum limit of \$1,000,000.00 single limit each occurrence and \$100,000.00 per passenger, which shall include but not be limited to the following extensions:
  - 1. Aircraft Physical Damage;
  - 2. Premises and operations;
  - 3. Contractual, including coverage for assumption of liability set forth in this Lease;
- B. If Lessee is a business enterprise and employees of Lessee are using the Leased Premises, Lessee shall provide Employer's Liability Insurance coverage provided in an amount of at least \$1,000,000.00
- C. Lessee shall provide evidence of Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned and hired automobiles for use under this Lease.
- D. If Lessee engages and provides access to an independent contractor to provide services to Lessee's aircraft and/or to operate and use the Authority property or Leased Premises, Lessee shall notify Authority staff and ensure the contractor provides evidence of insurance coverage as reasonably required by the Authority

All policies (primary and excess) and Certificates of Insurance, with the exception of Automobile Insurance outlined in Paragraph C of Section 6.01, shall be provided by the named insured to the Authority evidencing proper limits of coverage as set forth herein. All policies shall be primary coverage for all claims and losses arising from the use, occupancy and operation of the Leased Premises and the Airport. All policies shall name, and Certificates shall show by separate endorsement that policies name, the Authority, its Trustees, agents and employees as Additional Insured; provided, however, any other insurance available to Authority shall be excess and shall not contribute with this insurance. Authority has and hereby reserves for all purposes of this Lease the right to revise the insurance requirements set forth herein as to amounts, limitations and types of coverage, and Lessee hereby agrees to comply with such revised requirements upon notice from Authority. Authority shall have the right to determine its own legal counsel in all matters under this Lease.

<u>Section 6.02 - Conditions of Default.</u> If, at any time, Lessee shall fail to obtain the insurance as required herein, Lessee will be deemed in default and, at its sole option, the Authority may terminate this Lease in accordance with the provisions of **Article 10** of this Lease.

<u>Section 6.03 - Notice of Claim.</u> Lessee shall give Authority prompt, timely written notice of any claim or demand, which in any way affects or might affect Authority, and may compromise such claim or a defense against such claim or demand to the extent of its interest therein.

<u>Section 6.04 - Damage to or Destruction of Improvements.</u> Lessee shall promptly notify Authority of all damage to or destruction of all or any part of the Leased Premises and the improvements thereon, whether such damage or destruction results from a risk covered by insurance maintained by Lessee or from an uninsured risk. Lessee shall be responsible to restore the Premises to substantially the same condition as immediately prior to the damage or destruction. Damage to or destruction of the Leased Premises or the improvements thereon shall not terminate this Lease. The cost of such restoration shall be borne solely by Lessee.

In the event of damage or destruction to any of the Leased Premises' improvements, Lessee agrees to timely file a complete claim for such loss or losses with the appropriate insurance company and to diligently pursue the processing of such claim by the insurance company. If Lessee fails to timely file a claim with the insurance company, then the Authority may do so and pursue the processing of such claim.

Upon receipt by Lessee and Authority of the proceeds of insurance policy or policies, said proceeds shall be deposited to an escrow account approved by Authority so as to be available to pay for the cost of such repair, replacement and rebuilding. Such proceeds shall be disbursed during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Lessee shall pay any additional sums required into said escrow account. If the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be remitted to Lessee.

## ARTICLE 7 INDEMNIFICATION

Section 7.01 - Indemnification. Lessee is and will remain responsible for its actions and omissions, and Authority will in no way be responsible therefor. Lessee hereby agrees to protect, defend at the option of Authority, indemnify and hold Authority harmless from any and all claims, fines, demands, suits, causes of action, liability and damages, including but not limited to costs of court and administrative proceedings and reasonable fees of attorneys and other professionals incurred by Authority, unless caused by the sole and gross negligence or willful misconduct of Authority, arising out of or incident to this Lease or in any way resulting from: (a) Lessee's operations conducted on the Leased Premises and the Airport; (b) Lessee's improvement, use, occupancy, maintenance, management and operation of the Leased Premises and the condition of the Leased Premises and improvements thereto and the Airport; (c) defects in aircraft, vehicles, equipment, fixtures and other products owned, used, operated, installed or stored on the Leased Premises or any other approved Airport location.

<u>Section 7.02 - Third-Party Noncompliance.</u> Authority shall not be liable to Lessee, its officers, directors, shareholders, investors, creditors, lenders, agents, employees, invitees or licensees for any actual or alleged

violation of or noncompliance with any statute, regulation, ordinance, order, judgment, or decree by any Airport tenant, user or any other third party, except as otherwise expressly provided herein. In particular, but without limitation, Authority shall have no duty to Lessee or anyone acting by or for Lessee to ensure, assure, warrant, guarantee or take any action relating to or in connection or conjunction with the actual or alleged violation, breach, nonperformance or other noncompliance by such tenant or user of or with any statute or any term of such contract and shall have no liability to Lessee or anyone acting by or for Lessee therefor. Lessee and anyone acting in Lessee's behalf shall not be third party beneficiaries of such contract, nor shall Authority have any duty to Lessee or anyone acting for Lessee to enforce such contract.

Section 7.03 - Notice of Action. Lessee shall immediately notify Authority in writing of: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened pursuant to environmental laws governing hazardous material or related concerns; (b) any claim made or threatened by any person against Lessee or Lessee's activities or the condition of the Leased Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from the presence of hazardous material; and (c) reports to any environmental agency or governmental authority arising out of or in connection with the delivery to, storage on or removal from the Leased Premises of hazardous material, including any complaints, notices, warnings or asserted violations in connection therewith. Lessee shall provide Authority with copies of all documentation related to the foregoing.

<u>Section 7.04 - Exculpation.</u> Authority shall not be liable to Lessee for any injury or damage whatsoever that may result to any person or property by or from any cause whatsoever, except as may be caused by the gross negligence or willful misconduct of Authority, its employees, agents or assigns; under no circumstance shall Authority ever be responsible for consequential damages to Lessee, regardless of how such damages arise or are incurred by Lessee.

## ARTICLE 8 STORM WATER; SANITARY AND HAZARDOUS MATERIALS

#### Section 8.01 - Authority Permit.

- A. Authority is subject to federal storm water regulations, 40 C.F.R. Part 122, and, as applicable, state storm water regulations provided by the Nevada Water Pollution Control Law set forth in NRS 445A.300 445A.730, inclusive. Lessee shall use reasonable efforts to become familiar with these storm water laws, and is aware that there are significant penalties for submitting false information in connection therewith, including fines and imprisonment for knowing violations.
- B. Authority has taken steps necessary to apply for or obtain a storm water discharge permit as required by the regulations for Airport, which might include or affect the Leased Premises. The storm water discharge permit issued to Authority might name Lessee as a co-permittee.
- C. Cooperation is necessary to ensure compliance with permit terms, and safety, and to minimize costs. Lessee shall undertake all reasonably necessary actions to minimize the exposure of storm water and snow melt to significant materials, if any, generated, stored, handled or otherwise used by Lessee, by adhering to Authority's requirements and to Best Management Practices (BMP).

#### Section 8.02 - Permit Compliance.

A. Authority will provide Lessee with written notice of those storm water discharge permit requirements, if any, that Lessee must perform including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of good housekeeping measures and BMP; and maintenance of necessary records. Such written notice shall include applicable deadlines. Within fifteen (15) calendar days of Lessee's receipt of such written notice, it shall notify Authority in writing of its dispute of any permit requirement it has been directed to undertake and the basis for such dispute. Lessee's failure to provide such timely notice shall be its assent to undertake the required performance. If Lessee

provides Authority with timely written notice of its dispute and justification therefore, Authority and Lessee shall negotiate a prompt resolution of their differences. Lessee will not object to written notice from Authority for purposes of delay or of avoiding compliance. Lessee shall undertake, at its cost, those permit requirements, if any, directly related to its operations, of which it received written notice from Authority. Lessee shall meet any and all deadlines imposed on or agreed to by Authority and Lessee. Time is of the essence in complying with the terms hereof.

B. Authority shall provide Lessee, upon request, with any non-privileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations. The terms of Authority's storm water discharge permit might change, and Authority shall be Lessee's agent solely to represent its interests concerning permit modifications by the pertinent regulatory agencies, provided that Authority shall first fully communicate the issues and consult with Lessee. Authority will give Lessee written notice of any breach by Lessee of Authority's storm water discharge permit or of the terms hereof, and Lessee shall undertake immediately and pursue diligently the cure thereof. If Lessee fails to cure any breach, or if such breach is material and of a continuing nature, Authority may seek any and all remedies provided herein or by law to terminate this Lease.

#### Section 8.03 - Environmental Laws; Hazardous Materials Handling.

- A. Lessee shall comply with all applicable laws including, but not limited to, the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and Resource Conservation and Recovery Act (RECRA), the laws of the State of Nevada and local ordinances governing environmental matters including, but not limited to, the transportation and storage of hazardous materials, substances and waste, as might now or hereafter be defined by such laws. In particular, but without limitation, Lessee shall, if and to the extent applicable, participate in, procure all available coverage and/or other protection and/or benefits under, and pay any and all fees and the like for participation by Lessee in the Petroleum Fund, governed by the State of Nevada, Division of Environmental Protection, and shall submit to Authority, without demand or request, true, complete, correct copies of any and all documentation relating or pertaining thereto.
- B. Lessee shall not improperly use, store or dispose of on the Leased Premises or elsewhere at Airport any petroleum product, or any material or substance now or hereafter classified as hazardous or toxic under any federal, state or local law. Notwithstanding the above, the presence of certain materials, which might be necessary to support Lessee's operations, located within the proper receptacles of any motor vehicle or in other proper containers correctly stored on the Leased Premises or elsewhere at Airport, shall not be a violation of this **Section 8.03.**
- C. Only persons who meet Authority's requirements and comply with applicable laws will be allowed to conduct business on the Leased Premises or elsewhere at the Airport to receive hazardous articles or materials for shipping or storage. Lessee, its agents, employees, invitees and licensees shall handle such articles or materials compliant with 14 C.F.R. Part 260-279, parts and materials handling directives, company manuals or a combination of the above, as applicable.
- D. To the extent required by law, Lessee shall maintain written procedures for handling and disposing of petroleum products and hazardous and toxic materials and wastes. Lessee shall make such written procedures, if any are so required, available for Authority's review upon request.

Section 8.04 - Hazardous Materials Indemnification. Consistent with Section 8.01, Lessee shall keep, save, protect, release, defend at the election of Authority, indemnify and hold harmless Authority, its Trustees, officers, agents and employees, from and against any and all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever including, but not limited to, reasonable costs and attorney fees, incurred by Authority in connection with the defense or any claim, demand or cause of action arising out of or resulting from any hazardous, toxic or petroleum substance, material or waste which is brought on, deposited or stored on or removed from the Leased Premises or elsewhere at Airport during Lessee's use thereof, or arising out of any contamination of the Leased Premises, neighboring property or any other Authority property resulting from and/or by any such hazardous, toxic or petroleum substance, material

or waste now or hereafter defined or classified as hazardous or toxic by federal, state or local law, including, but not limited to, claims and the like caused by, resulting from, arising out of, relating to or in connection or conjunction with any tanks, dispensers, pipes, lines, cables, conduits and/or other facilities or equipment on or about the Leased Premises for the delivery, storage and/or dispensing of fuel and/or other petroleum products, unless caused solely by the act or omission of Authority. Upon receiving notice of any such claim, demand or cause of action, Lessee shall, at its cost, immediately investigate and, if necessary, cure or commence to cure by taking all action prescribed by applicable federal, state and local laws including, but not limited to, the proper removal, disposal and cleanup thereof. This indemnity obligation of Lessee shall survive the expiration or termination of this Lease.

Section 8.05 - Notice of Action, Lessee shall immediately notify Authority in writing of: (A) any environmental enforcement, clean-up, removal or other action proposed, instituted or completed pursuant to any federal, state or local law; (B) any claim made by any person against Lessee for damages, contribution or cost recovery resulting from or claimed to result from the presence of a hazardous material; (C) any occurrence which might give rise to or result in such a claim; and/or (D) reports to any regulatory agency arising out of or in connection with the delivery to, storage on or removal from the Leased Premises of any hazardous material including, but not limited to, any complaint, notice, warning or alleged violation in connection therewith. Lessee shall provide Authority with copies of all non-privileged documentation relating to the foregoing.

## ARTICLE 9 EXPIRATION AND TERMINATION OF LEASE

<u>Section 9.01 - Expiration.</u> This Lease shall expire at the end of the full term hereof, as set forth in the Basic Lease Information and Lessee shall have no further right or interest hereunder except as otherwise expressly provided herein and subject to all terms hereof.

<u>Section 9.02 - Termination by Authority.</u> Authority may terminate this Lease by giving Lessee thirty (30) days advance written notice, to be served as hereinafter provided, upon the happening of any one of the following events of default:

- A. The filing by Lessee of a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under law, or making an assignment for the benefit of creditors, or consenting to the appointment of a receiver, trustee or liquidator of all or substantially all of its property or its property located within the Leased Premises, unless such proceeding is dismissed, assignment revoked or order vacated within the cure period as provided herein.
- B. The institution of proceedings in bankruptcy against Lessee and adjudication of Lessee as a bankrupt pursuant to said proceedings, unless such proceedings are dismissed within the cure period as provided herein.
- C. The taking by a court of competent jurisdiction of Lessee and its assets pursuant to proceedings brought under the provision of any federal reorganization act or other law, unless such order is vacated within the cure period as provided herein.
- D. The appointment of a receiver, trustee or liquidator of Lessee's assets or the execution of any other process of any court of competent jurisdiction unless vacated, dismissed or set aside within the cure period as provided herein.
- E. The divestiture of Lessee's estate herein by operation of law, unless vacated within the cure period as provided herein.
- F. The abandonment by Lessee of its occupancy of the Leased Premises, unless reinstated by Lessee within the cure period as provided herein.
- G. The conduct of any business or performance of any acts not specifically authorized herein, unless such unauthorized business or acts cease within the cure period as provided herein.

H. Default in the performance of any of the covenants and conditions required herein to be kept and performed by Lessee unless remedied to the satisfaction of Authority within the cure period as provided herein.

If any of the aforesaid events of default continues for a period of thirty (30) days from the date of written notice from Authority to cure said default (the "cure period"), the Authority may terminate this Lease as provided herein; provided, however, only in connection with the events of default set forth in subparagraphs F, G and H of this Section 9.02, that: (a) if, in the judgment of Authority, the nature of the default is such that it cannot be cured within thirty (30) days from the date of said default; and (b) Lessee shall commence good faith efforts to cure such default immediately upon receipt of such notice; and (c) such efforts are diligently prosecuted to completion to Authority's satisfaction, then this Lease shall not be terminated on the grounds of such default.

In the event of three (3) or more events of default or material breaches during the term of this Lease, even though cured by Lessee in timely fashion, Lessee shall forfeit any further right to cure subsequent events of default, and Authority may terminate this Lease as provided herein.

In the event Authority terminates this Lease as provided herein, such termination shall be effective upon the date specified in Authority's written notice to Lessee, and, upon said date, Lessee shall be deemed to have no further rights hereunder and Authority may take immediate possession of the Leased Premises and remove Lessee's effects, by forcible eviction if necessary, without being deemed guilty of trespassing. Title to all improvements will thereupon vest in Authority pursuant to **Section 9.05** hereof, and Authority shall be entitled to recover all unpaid rent, fees and other charges accrued through the date of termination and any other amount, including collection fees, court costs, reasonable attorneys' fees and costs of taking possession of and reletting the Leased Premises necessary to compensate Authority for all detriment proximately caused by Lessee's default. All remedies shall be deemed cumulative and, in addition to remedies set forth in this Lease; Authority may pursue any and all other remedies now or hereafter provided by law.

Section 9.03 - Cancellation for Default in Payment of Rentals and Fees. In the event Authority's efforts and notices pursuant to Section 3.06 hereof, have failed to secure Lessee's payment of the whole or any part of any delinquent rent, charges, fees or other amounts due and payable hereunder for a period of thirty (30) days after such payments become due; and if Lessee continues to fail to pay said amounts in full within fifteen (15) days from Authority's transmittal to Lessee of a final notice of such breach, Authority may, at its option, cancel this Lease for material default, by written notice thereof, and may enter upon the Leased Premises (or any part thereof) and repossess the same from Lessee and this Lease shall be considered terminated, whether or not such entry is actually made. In such event, Authority may pursue any and all remedies in the event of cancellation for default provided in this Lease and now or hereafter provided by law.

<u>Section 9.04 - Cancellation by Lessee.</u> Lessee may terminate this Lease at any time that Lessee is not in default of its obligations hereunder; by giving Authority thirty (30) days advance written notice.

Section 9.05 - Removal of Personal Property. Lessee is granted the right, upon any termination of this Lease, to remove its personal property; provided, however, in the event that the Leased Premises are damaged by reason of, or in the course of, the removal of Lessee's personal property, Lessee, at its cost, shall promptly repair any and all such damage and restore the Leased Premises to the same condition as prior to installation or to a condition approved by the President/CEO. The failure to remove its personal property shall not constitute a holdover, but all such property not removed within fourteen (14) days after written notice after any termination of this Lease shall be deemed abandoned and thereupon shall become the property of Authority.

<u>Section 9.06 - No Assignment; No Subletting.</u> Lessee shall not, in any manner, assign, transfer, mortgage, pledge, encumber or otherwise convey an interest in this Lease, nor sublet the Leased Premises or any part thereof. Any purported assignment, transfer or encumbrance of this Lease or Lessee's interest in the Lease shall be null and void and shall constitute a default under the terms of this Lease.

## ARTICLE 10 DEFINITIONS

For all purposes hereunder, those certain words and phrases defined in this <u>Article 10</u> shall have the following meanings when used in this Lease:

<u>Section 10.01 - Agent</u> shall include any property manager retained by the Authority to manage the T- Hangars for General Aviation East.

<u>Section 10.02 - Aircraft Aprons</u> shall mean those parts of the Ramp Area, as defined herein, that are used for the parking of aircraft and support vehicles, and the loading and unloading of aircraft.

<u>Section 10.03 - Airfield</u> shall mean the aircraft movement areas of the Airport including, but not limited to the Landing Area and Ramp Area as herein defined and other facilities supporting commercial, military, and general aviation aircraft activity.

<u>Section 10.04 - Airport</u> shall mean the Reno-Tahoe International Airport owned and operated by the Authority, including all real property and easements, improvements and appurtenances thereto, structures, buildings, fixtures, machinery and other tangible personal property or interest in any of the foregoing, now or hereafter owned or operated by Authority.

<u>Section 10.05 - Air Operations Area or AOA</u> means those portions of the Airport designed and constructed for the landing and takeoff, taxiing, handling, servicing, loading and unloading, and other operations of aircraft, as now exist or hereafter may be developed, extended or improved from time to time.

<u>Section 10.06 - Authority</u> shall mean the Reno-Tahoe Airport Authority, a quasi-municipal corporation organized under Chapter 474, Statutes of Nevada 1977, as amended.

<u>Section 10.07 - Best Management Practices or BMP</u> means those practices and procedures employed to prevent or reduce source water pollution including, but not limited to, the construction of runoff or retention basins and the replanting of eroding surfaces, to effectuate the purposes of storm water laws, as further described in **Article 8.** 

<u>Section 10.08 - FAA</u> means the United States Department of Transportation, Federal Aviation Administration, and its successor(s) in function, if any.

Section 10.09 - General Aviation means all personal and commercial aircraft operations, but excluding military operations and those federally regulated by 14 Code of Federal Regulations (CFR) Parts 121, 129, and 135

<u>Section 10.10 - General Aviation Commercial Minimum Standards or Minimum Standards</u> As used herein shall mean the Minimum Standards of Reno-Tahoe International Airport, as adopted by Authority and included by this reference and made a part hereof.

<u>Section 10.11 - Landing Area</u> shall mean those portions of the Airport provided for the landing, taking off, and taxiing of aircraft, including without limitation, approach and turning zones, avigation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith.

<u>Section 10.12 - Lease</u> means all terms and conditions of this Lease together with all Exhibits and other attachments hereto and incorporated herein by reference. Any and all specifications, drawings, schematics or other documents required hereunder, together with any and all modifications hereto, made in writing, executed by both parties and filed of record with the Authority, shall be deemed to be incorporated by reference into this Lease.

Section 10.13 - Leased Premises shall mean that parcel of real property owned by Authority and more

particularly described in **Article 1** hereof.

<u>Section 10.14 - President/CEO</u> shall mean the President and Chief Executive Officer (CEO) of the Authority, including such person or persons as may from time to time be authorized in writing by Authority, or by the President/CEO or applicable law, to act for the President/CEO with respect to any or all matters pertaining to this Lease.

<u>Section 10.15 - Ramp Area</u> shall mean the aircraft parking and maneuvering areas, and shall include within its boundaries all Aircraft Aprons.

<u>Section 10.16 - Tenant Improvement Permit or T.I. Permit</u> means a written permit, issued on a form provided by Authority, and as that form might be revised or supplanted, to be used by Lessee in seeking Authority's approval of Lessee's proposed improvements to the Leased Premises.

<u>Section 10.17 - T - Hangar</u> shall mean an aircraft storage hangar which is owned by the Authority and used on the Leased Premises by Lessee in accordance with the provisions of this Lease.

<u>Section 10.18 - TSA</u> means the United States Department of Homeland Security, Transportation Security Administration, and its successor(s) in function, if any.

## ARTICLE 11 ATTACHMENTS TO LEASE

SCHEDULE 1 - LEASED PREMISES

SCHEDULE 2 - GOVERNMENTAL CONDITIONS

**SCHEDULE 3 - GENERAL PROVISIONS** 

**SCHEDULE 4 - TENANT IMPROVEMENT PERMIT** 

The above-listed Schedules attached hereto shall be deemed incorporated herein as if set forth in full.

#### **SCHEDULE 1 - LEASED PREMISES**

(Attached)



#### SCHEDULE 2 - FAA PROVISIONS AND AIRPORT REGULATIONS

(Attached)

#### **SCHEDULE 2**

#### FAA PROVISIONS AND AIRPORT REGULATIONS

<u>Section 11.01 - Mandatory FAA Provisions</u>. The following provisions are mandatory FAA provisions pursuant to "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors" issued by the FAA January 29, 2016. As such, neither the language nor their inclusion may be changed.

A. <u>General Civil Rights Provisions</u>. The Lessee and its transferee(s) agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- 1. The period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- 2. The period during which the airport sponsor, the Authority, or any transferee retains ownership or possession of the property.
- B. <u>Compliance with Nondiscrimination Requirements</u>. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest agrees as follows:
  - 1. <u>Compliance with Regulations</u>: The Lessee (hereinafter includes consultants) 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.
  - 2. <u>Non-discrimination</u>: The Lessee, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin 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 Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - 3. <u>Solicitations for Subcontracts, Including Procurements of Materials and Equipment</u>: 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 Lessee's obligations under this Lease and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
  - 4. <u>Information and Reports</u>: 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 Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  - 5. <u>Sanctions for Noncompliance</u>: In the event of a Lessee's noncompliance with the Nondiscrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Lessee under the Lease until the Lessee complies; and/or
- b. Cancelling, terminating, or suspending a Lease, in whole or in part.
- 6. Incorporation of Provisions: The Lessee will include the provisions of paragraphs one through six 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 Authority to enter into any litigation to protect the interests of the Authority. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.
- C. <u>Title VI List of Pertinent Nondiscrimination Acts and Authorities</u>. During the performance of this Lease, 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:
  - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 2. 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);
  - 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - 5. The Age Discrimination Act of 1975, as amended, (42 § 6101 et seq.), (prohibits discrimination on the basis of age);
  - 6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - 7. 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);
  - 8. Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - 9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable

- steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

<u>Section 11.02 - FAA Discretionary Language Clauses</u>. The following provisions must be included in this Lease but may use different language from that required by the FAA provided the intent of the required clauses is met.

A. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Lease incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and their contractor's or subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

#### Section 11.03 - Airport Regulations.

- A. Operation as a Public Airport. Authority covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by Authority to the United States Government under the Airport and Airway Improvement Act of 1982, as the same may be amended from time to time.
- B. <u>Airport Landing Area Development or Improvement.</u> Authority reserves the right to further develop or improve the Landing Area of the Airport as it sees fit.
- C. <u>Maintenance of the Airport.</u> Authority reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the Landing Area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
- D. <u>Right of Flight.</u> Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This right of flight shall include the right to cause in said airspace such noise as may be inherent in the operation of any aircraft now known or hereafter used for navigation or flight through the said airspace for landing at, taking off from or operating on or at the Airport.
- E. <u>No Exclusive Right.</u> It is understood and agreed that nothing contained in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a), as the same may be amended from time to time.
- F. <u>Airport Security Plan and Facilities</u>. Lessee hereby acknowledges that Authority is required by 49 CFR Part 1542, as may be amended and superseded from time to time, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to Air Operations Areas. Authority has met said requirements by developing a master security plan for the Airport, and Lessee acknowledges receipt of the plan and covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Lessee's exercise of the privileges granted to Lessee hereunder. Lessee will reimburse Authority for any and all fines imposed upon Authority as a result of Lessee's negligence or failure to act in relation to 49 CFR Part 1542, as amended or superseded.
- G. <u>Agreements and Covenants.</u> Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to the following, as a covenant running with the land:
  - Subordination of Lease This Lease and all provisions set forth herein are and shall be subject and subordinate to the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereto, of which the Lease Premises are a part, and shall be given only such effect as will not conflict with or be inconsistent with such terms and conditions. It is further understood and agreed by Lessee that this Lease shall be subordinate to the provisions and

requirements of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the development, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

H. <u>Federal Review.</u> This Lease is subject to any applicable review by the FAA or any federal agency having regulatory authority, to determine satisfactory compliance with federal law, and this Lease shall be in full force and effect and binding upon both parties pending such review and approval by the FAA or other federal regulatory agency, as applicable; provided, however, that upon such review, all parties hereto agree to modify any of the terms hereof which may be determined to be in violation of or contrary to existing laws, regulations or other requirements.

It is anticipated that changes will come from regulatory agencies having jurisdiction over the Airport or Authority in the form of regulatory changes. It is Lessee's responsibility to obtain all Notices of Proposed Rule Making directly from such agencies. Where possible, Authority may provide notice of proposed changes but nothing contained herein shall render this provision unenforceable by virtue of Lessee not receiving notice of proposed changes.

<u>Federal Right to Reclaim.</u> If a United States governmental agency shall demand and take over the entire facilities of the Airport, or that portion of the Airport containing the Leased Premises, for public purposes, then and in that event Authority shall be released and fully discharged from any and all liability hereunder; provided, however that Lessee expressly reserves any and all legal rights, claims and causes of action which it may have against the United States Government or any agency thereof arising out of or resulting from the reclamation of the Leased Premises and the taking of any of Lessee's improvements, fixtures and property located thereon.

#### **SCHEDULE 3 - GENERAL PROVISIONS**

(Attached)

#### **SCHEDULE 3. GENERAL PROVISIONS**

Section 12.01 -- Rights Cumulative. It is understood and agreed that the rights and remedies of Authority and Lessee specified in this Lease are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto.

<u>Section 12.02 - Notice.</u> Except as herein otherwise expressly provided, all notices required to be given to Authority hereunder shall be in writing and shall be sent by express mail or certified mall, return receipt requested, addressed to:

President/CEO Reno-Tahoe Airport Authority P.0. Box 12490 Reno, Nevada 89510-2490 PHONE: 775-328-6400 FAX: 775-328-6564

All notices, demands and requests by Authority to Lessee shall be sent express mail or certified mail, return receipt requested, at the address provided on the Basic Lease Information page of the Lease.

Notices as provided in this Section shall be deemed received five (5) days after deposit in the mail. The parties, or either of them, may designate in writing from time to time any changes in address or addresses of substitute or supplementary persons in connection with said notices.

Section 12.03 - Nonliability of Agents or Employees. No Trustee, officer, employee or other agent of Authority or Lessee shall be charged personally or held contractually liable by or to the other party under the provisions of or in connection with this Lease or because of any breach thereof or because of its or their execution or attempted execution.

Section 12.04 - Agent for Service of Process. It is expressly understood and agreed that if Lessee is not a resident of the State of Nevada, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, Lessee will appoint an agent for service of process in the City of Reno. Due to any failure on the part of said agent or the inability of said agent to perform, Lessee does designate the Secretary of State, State of Nevada, its agent for the purpose of service of process in any court action between it and the Authority arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State of Nevada for service upon a non-resident. It is further expressly agreed, covenanted and stipulated that If for any reason service of such process is not possible, and as an alternative method of service of process, Lessee may be personally served with such process out of this State by the registered mailing of such complaint and process to Lessee at the address set forth herein. Any such service

out of this State shall constitute valid service upon Lessee as of the date of mailing.

Section 12.05 - Attorneys' Fees and Expenses. In the event suit, proceeding or action is instituted to enforce any of the terms, covenants or conditions of this Lease or litigation concerning the rights and duties of the parties to this Lease, or to recover any amounts due hereunder, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court or proceeding officer may adjudge reasonable as attorney's fees In such suit or action, in both trial court and appellate court.

Section 12.06 - Withholding Required Approvals. Except as herein otherwise expressly provided, whenever the approval of Authority or its President/CEO, or of Lessee, is required herein, no such approval shall be unreasonably requested or withheld.

Section 12.07 Severability. In the event any covenant, condition or provision herein contained Is held to be invalid by a court of competent jurisdiction, the Invalidity of any such covenant, condition or provision shall In no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either Authority or Lessee in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Lease.

<u>Section 12.08 - Other Agreements.</u> Except as specifically set out in this Lease, the terms and provisions of this Lease shall in no way affect or Impair the terms, obligations or conditions of any other agreement between Lessee and Authority.

<u>Section 12. 09 - Force Majeure</u>. Neither party to this Lease shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strike, boycotts, labor disputes,

embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion or sabotage, or any other circumstances for which it is not responsible or which Is not within its control.

<u>Section 12.10 - Governing Law.</u> This Lease shall be deemed to have been made in and be construed in accordance with the laws of the State of Nevada. Venue shall be In Washoe County, Nevada.

Section 12. 11 - Headings. The headings of the Articles and Sections of this Lease are Inserted only as a matter of convenience and for reference and In no way define, limit or describe the scope or Intent of any provisions of this Lease and shall not be construed to affect In any manner the terms and provisions hereof or the interpretation or construction thereof.

<u>Section 12.12 - Bailee Disclaimer.</u> It is hereby understood and agreed that Authority in no way purports to be a Bailee and is, therefore, not responsible in any way for any damage to the property of others, including, but not limited to, the property of Lessee, Lessee's contractors, agents, employees, subtenants, licensees and Invitees.

Section 12.13 - Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party.

<u>Section 12.14 - Joint and Several Obligations.</u> The obligations of the parties identified herein as Lessee, or any of them, shall be joint and several for all purposes hereunder.

<u>Section 12.15</u> - <u>Relationship of Parties.</u> Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. The parties shall understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of Authority and Lessee.

<u>Section 12.16 - Representative of Authority.</u> The President/CEO shall be designated as the official representative of the Authority in all matters pertaining to this Lease and shall have the right and authority to act on behalf of the Authority with respect to all action required of the Authority in this Lease.

<u>Section 12.17 - Successors and Assigns Bound.</u> This Lease shall be binding upon and inure to the benefit of the

successors and assigns of the parties hereto, where permitted hereunder.

Section 12.18 - Entire Agreement. This Lease, together with all Exhibits attached hereto and any document incorporated herein by reference, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease may be amended only In writing and executed by duly authorized representatives of the parties hereto, at a date subsequent to the date of this Lease.

#### SCHEDULE 4 - TENANT IMPROVEMENT PERMIT

(Attached)



For Internal Use	_
Tenant Name:	
Permit No.:	

#### **EXHIBIT A - TENANT IMPROVEMENT PERMIT**

RENO-TAHOE AIRPORT AUTHORITY
RENO -TAHOE INTERNATIONAL AIRPORT · RENO STEAD AIRPORT

#### MINIMUM CONDITIONS OF APPROVAL

- 1. Tenant must submit a Scope of Work Statement to the RTAA for review. Upon acceptance, an Approval in Concept will be issued.
- 2. Tenant must submit Construction Documents to the RTAA for review. Upon final acceptance of design, an Authorization Letter will be issued.
- 3. Tenant/Contractor must comply with the RTAA Airport Improvement Guidelines (AIG) and must submit a signed Acknowledgement prior to Notice to Proceed.
- 4. Contractor must submit insurance certificate(s) including separate endorsement naming the Reno-Tahoe Airport Authority (RTAA), its trustees, employees, agents and officers as additional insured (see Contractor's Insurance Requirements for full details).
- 5. Contractor must obtain and provide RTAA with copies of all City, County, Regional, State and Federal required permits prior to starting work.
- 6. Tenant and Contractor must attend a pre-construction meeting prior to starting work. Contact the RTAA assigned Project Manager to schedule the meeting.
- 7. Contractor must obtain RTAA Notice of Nonresponsibility, provided by RTAA Airport Economic Development Department, which must be posted at the jobsite for the duration of the project along with approved RTAA Tenant Improvement Permit and any external permits.
- 8. Notice to Proceed shall be issued upon compliance with conditions of approval and any additional RTAA requirements. No Work is authorized without the RTAA Notice to Proceed.

NO WORK IS AUTHORIZED WITHOUT THE RTAA NOTICE TO PTOCEED.					
CONTRACTOR'S INSURANCE REQUIREMENTS					
Non-Airfield	Commercial General Liability				
	\$5 million combined single limit minimum per occurrence with a per location aggregate of \$5 million;				
	maximum deductible \$25,000/claim.				
	Comprehensive Automobile Liability				
	\$5 Million single limit for all owned, non-owned and hired vehicles.				
	Worker Compensation/Employer's Liability				
	Minimum statutorily required limits/ \$1 million limit minimum per occurrence. If no employees, provide				
	a copy of Exemption Letter from the Contractor's State License Board.				
	Builder's Risk				
	Limit equal to the full insurable value or maximum probable loss; maximum deductible \$10,000/claim.				
Airfield	Commercial General Liability				
	\$10 million combined single limit minimum per occurrence with a per location aggregate of \$10 million;				
	maximum deductible \$25,000/claim.				
	Comprehensive Automobile Liability				
	\$5 Million single limit for all owned, non-owned and hired vehicles.				
	Worker Compensation/Employer's Liability				
	Minimum statutorily required limits/ \$1 million limit minimum per occurrence. If no employees, provide				
	a copy of Exemption Letter from the Contractor's State License Board.				
	Builder's Risk				
	Limit equal to the full insurable value or maximum probable loss; maximum deductible \$10,000/claim.				
Notes	Modified Occurrence or Claims Made coverage is <u>not</u> acceptable.				
	Insurance Carrier must have a rating of AM Best of A V or higher.				
	Additional Insured Requirement: Reno-Tahoe Airport Authority, its Trustees, Officers, Agents and				
	Employees are to be listed as Additional Insureds for the project, w/ an Additional Insured Endorsement.				
	Certificate Holder/Additional Insured Address				
	Reno-Tahoe Airport Authority, 2001 E. Plumb Lane, Reno, NV 89502				

2017 Page 1 of 4



# TENANT IMPROVEMENT PERMIT RENO-TAHOE AIRPORT AUTHORITY RENO-TAHOE INTERNATIONAL AIRPORT · RENO STEAD AIRPORT

### This portion MUST be completed by Tenant

Date:	Permit No:					
Tenant:	Project Location:					
Tenant Contact Name:	Phone:					
	E-mail:					
Architect/Designer:	Architect/Designer's Address:					
Anticipated Start Date:	Anticipated Completion Date:					
Project Description (attach additional information, as necessary):						
CONTRACTOR'S INFORMATION						
General:	Nevada State Contractor's License #:					
Address:	Phone:					
	E-mail:					
Subcontractor:	Nevada State Contractor's License #:					
Address:	Phone:					
	E-mail:					
Subcontractor:	Nevada State Contractor's License #:					
Address:	Phone:					
	E-mail:					
Tenant's Signature:	Date:					
Contractor's Signature:	Date:					
Plans and Specifications on file in Engineering:	Date:					

2017 Page 2 of 4



# TENANT IMPROVEMENT PERMIT RENO-TAHOE AIRPORT AUTHORITY RENO-TAHOE INTERNATIONAL AIRPORT · RENO STEAD AIRPORT

## THIS SECTION TO BE COMPLETED BY RTAA STAFF ONLY (Check all Departments that apply)

Department	SOW/Concept	% CDs	% CDs	% CDs	% CDs
☐ Facilities & Maintenance	Print:	Print:	Print:	Print:	Print:
	Sign:	Sign:	Sign:	Sign:	Sign:
☐ Engineering	Print:	Print:	Print:	Print:	Print:
	Sign:	Sign:	Sign:	Sign:	Sign:
☐ Planning & Environmental	Print:	Print:	Print:	Print:	Print:
	Sign:	Sign:	Sign:	Sign:	Sign:
☐ Airside Operations	Print:	Print:	Print:	Print:	Print:
	Sign:	Sign:	Sign:	Sign:	Sign:
☐ Landside Operations	Print:	Print:	Print:	Print:	Print:
	Sign:	Sign:	Sign:	Sign:	Sign:
☐ ARFF	Print:	Print:	Print:	Print:	Print:
	Sign:	Sign:	Sign:	Sign:	Sign:
☐ Police	Print:	Print:	Print:	Print:	Print:
	Sign:	Sign:	Sign:	Sign:	Sign:
☐ Finance	Print:	Print:	Print:	Print:	Print:
	Sign:	Sign:	Sign:	Sign:	Sign:
□ TIS	Print:	Print:	Print:	Print:	Print:
	Sign:	Sign:	Sign:	Sign:	Sign:
☐ Stead	Print:	Print:	Print:	Print:	Print:
	Sign:	Sign:	Sign:	Sign:	Sign:
☐ Executive Vice President/COO	Print:	Print:	Print:	Print:	Print:
	Sign:	Sign:	Sign:	Sign:	Sign:

2017 Page 3 of 4

☐ President/CEO	Print:		Print:	Print:	Print:		Print:	
Sign			-	-	-			
│ │	Print:		Print:	Print: Print:			Print:	
Sign:			Sign:	Sign:	Sign:		Sign:	
Executed Lease Da	ate:							
Contractor's Insurance Required		Red	Received by:				Date:	
Proof of SIIS Coverage		Red	Received By:				Date:	
Bonds Required			Received by:				Date:	
Permits Required			Received by:			Date:		
AIG Acknowledgement			Received by:			Date:		
Notice of Non-responsibility			Received by:			Date:		
Project Description	n:					Per	rmit No:	
Permit Approved By:		Title:				Date:		

2017 Page 4 of 4