



TEMPORARY HANGAR SUBLEASE AGREEMENT

This **Temporary Hangar Sublease Agreement** is made and entered into on the _____ day of _____, 20____, by and between _____ (“TENANT”) and _____ (“SUBLESSEE”), relative to the subject property described as:

Hangar No. _____ at the Livermore Municipal Airport, Livermore, CA.

RECITALS

- A. The City of Livermore (the “City”), and Tenant have entered into a Hangar Lease Agreement (Lease Agreement”) dated _____ for the lease of Hangar No. ____ at the Livermore Municipal Airport (the “Premises”).
- B. Tenant wishes to temporarily sublease its leased premises to Sublessee for the temporary storage of aircraft, as authorized by Livermore Municipal Code Section 11.08.070 A.II.

AGREEMENT

Now, therefore, Sublessee agrees to temporarily sublease from Tenant Hangar No. _____ commencing _____ and concluding _____ (the “Term”), inclusive, upon the following terms and conditions:

1. Sublessee agrees to comply with all Livermore Municipal Airport Rules and Regulations (Livermore Municipal Code Chapter 11.08), attached hereto.
2. Sublessee agrees to provide Airport Manager or designee with a Certificate of Insurance in accordance with Livermore Municipal Code Section 11.08.030.
3. Sublessee agrees to promptly vacate the Hangar on or before the end of the Term, at which time possession of the hangar will revert back to the Tenant. No extensions of the Term will be permitted. Sublessee may sublease another Hangar from a different Tenant if the opportunity arises, however, such subleases do not affect Sublessee’s position on the hangar waiting list(s), if applicable.
4. Tenant shall pay any rents, taxes and assessments levied on the hangar and personal property situated in the hangar.
5. Tenant shall be responsible to provide the Sublessee with access to the Hangar and information regarding maintenance and emergency response.
6. Sublessee shall defend, indemnify, and hold the Tenant and the City, its officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney’s and expert fees, arising out of or in connection with the performance of this Sublease, except for injuries and damages caused by the sole negligence of the Tenant or the City.

NOTICES

Sublessee is required to notify Airport Manager and the Tenant in writing within fourteen (14) days of any changes in Sublessee's home address and home/work telephone numbers. All notices to the parties shall be in writing and shall be addressed and mailed to their representatives as follows:

City: David Decoteau, Airport Manager
Livermore Municipal Airport
680 Terminal Circle
Livermore, CA 94551

Sublessee:

Name: _____
Address: _____
Home Phone: _____ Work Phone: _____
City: _____ State: _____ Zip Code _____

Tenant:

Name: _____
Address: _____
Home Phone: _____ Work Phone: _____
City: _____ State: _____ Zip Code _____

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Hangar Sublease Agreement the day and year first written above.

SUBLESSEE: PRINT NAME: _____

Signature

TENANT: PRINT NAME: _____

Signature

The Livermore Municipal Airport, by and through the City of Livermore, hereby consents to the temporary sublease of the Premises by Tenant to Sublessee.

APPROVED AS TO FORM:

CITY OF LIVERMORE:

SIGNATURE ON FILE

Assistant City Attorney

David Decoteau, Airport Manager

- Exhibit A: Airport Rules and Regulations
- Exhibit B: Aircraft Information Form
- Exhibit C: Hangar Inspection List