

**DELTA AVIATION SERVICES LP-STOCKTON METROPOLITAN AIRPORT
HANGAR RENTAL AGREEMENT**

1. **PARTIES:** Effective February 1, 2025, the DELTA AVIATION SERVICES LP, a Limited Partnership of the State of Nevada, "DASLP," and

CITY OF STOCKTON POLICE DEPARTMENT, "Renter,"
hereby mutually agree and promise as follows:

2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this Rental Agreement, Renter shall complete the RENTER AND AIRCRAFT INFORMATION form attached hereto.
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a Hangar space at the San Joaquin County - Stockton Metropolitan Airport for the storage of Renter's aircraft, sailplane and/or ultra-light(s), (together "Aircraft") described in the RENTER AND AIRCRAFT INFORMATION form attached hereto.
4. **PREMISES:** For and in consideration of the rents and the faithful performance by Renter of the terms, conditions, and mutual covenants and agreement set forth herein, DASLP hereby rents to Renter, and Renter does hereby take and rent from DASLP, that Hangar shown as **Q-10** on Exhibit "A" - Hangar Site Plan, attached hereto and incorporated herein for reference. The Hangar is part of the Hangar Site ("Hangar Site") and shall hereinafter be described as the "premises" or as the "**hangar**".
Renter hereby accepts the Hangar in its present condition, as is, without any liability or obligation of the part of DASLP to make any alterations, improvements, or repairs in or about the Hangar.
5. **USE:** The premises shall be used exclusively by Renter for storage of Renter's aircraft, personal property, and materials directly related to the maintenance and storage of Renter's aircraft. No business, trade, profession, or commercial operation shall be conducted on the premises.
6. **TERM:** The term of this Rental Agreement begins on (date) February 1, 2025 ("Commencement Date"), and shall terminate on (date) January 31, 2028 at 5:00 PM. Any holding over after the term of this agreement expires, with DASLP's consent, shall create a month-to-month tenancy that either party may terminate by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date. All sums owed in accordance with this Rental Agreement, including, but not limited to, Monthly Rent and all Penalties, as described in Section 8, Delinquent Rent, shall be due and payable to and including the date of termination.

7. **RENT:** *Tenant agrees to pay DASLP rent at the rates of:*

ATTACHMENT A

\$2536.00 Two Thousand Five Hundred Thirty-Six and No/100 Dollars per month for the period commencing February 1, 2025 and ending January 31, 2026;

\$2,880.00 Two Thousand Eight Hundred Eighty and No/100 Dollars per month for the period commencing February 1, 2026 and ending January 31, 2027.

\$3,260.00 Three Thousand Two Hundred Sixty and No/100 Dollars per month for the period commencing February 1, 2027 and ending January 31, 2028.

("MONTHLY RENT"). *Monthly Rent shall be paid in lawful money of the United States of America and shall be due and payable on the first (1st) day of each month for the current month. All rent shall be due without notice or invoice from DASLP, although DASLP may send a monthly statement. Rent may be increased annually by a 30-day written notice to the Renter by DASLP. All checks shall be made payable to DELTA AVIATION SERVICE LP and shall be mailed to: Delta Aviation Services L.P., 3000-F Danville Blvd. #329 Alamo, Ca. 94507*

8. **DELINQUENT RENT:** *In the event that Renter fails to pay DASLP any portion of the Monthly Rent on or before the tenth (10th) day of each month, that unpaid portion of Monthly Rent not paid shall be deemed delinquent, and Renter shall pay to DASLP a fee of one hundred twenty dollars (\$120.00) plus interest on said unpaid balance at a rate of one and one-half percent (1.5%) per month prorated per day as necessary, until the delinquency is paid in full. The late fee and the interest on the delinquent amount shall together be known as the "PENALTIES" and shall be considered as additional rent. The interest shall be charged from the date said payment was due and payable until paid. The \$120.00 fee shall be assessed for each delinquency*

9. *Renter shall be charged a fee of Twenty-Five and No/100 Dollars (\$25.00) for each dishonored check payment by Renter to DASLP.*

10. **DEPOSIT:** *Simultaneous with the execution of this Rental Agreement, Renter shall deposit Three Thousand Seven Hundred Fifty Dollars and No/100 Dollars (\$3,750.00) with DASLP as a security deposit, ("SECURITY DEPOSIT"). DASLP shall have the right to use the Security Deposit, or any portion of it, 1) to cure any breach or default of this Rental Agreement by Renter, 2) to repair damages to the premises caused by the Renter, or by Renter's guests or invitees, or 3) to clean the premises upon termination of the tenancy. The Security Deposit will be returned to Renter, without interest, within thirty (30) days after the end of the term of this Rental Agreement, minus any amount due to DASLP.*

11. **UTILITIES:** *The Hangar has both electrical and telephone service available. Electric service is the responsibility of the Renter however the service is in the name of DASLP. DASLP will monitor the monthly meter reads and bill to the Renter monthly. Telephone service can be obtained through AT&T and is the responsibility of Renter.*

12. **PROHIBITED USE:** *The following uses of the Hangar shall be prohibited and shall be the cause for termination of this agreement:*

- A. *Use of the Hangar for any commercial purpose, including, but not limited to, a charter service as defined in FAA Part 135, or aircraft rental, servicing, or flight instruction.*
- B. *Use of the Hangar as a place of residence.*

- C. Use of the Hangar or surrounding property for the repairing, maintaining, building, constructing, painting, servicing, or overhauling of any aircraft, automobile, or other equipment on a commercial basis.
- D. Use of the Hangar or surrounding property for aircraft maintenance, other than normal pre-flight maintenance and preventative maintenance, as defined in Part 43, Appendix A, and elsewhere in Federal Aviation Regulations.
- E. Use of the Hangar for painting of any kind.
- F. Fueling or defueling inside of the Hangar.
- G. Use of the Hangar for the storage of gasoline, oil, explosives, or flammable products or materials, except in amounts and in containers as approved by the Manager of Airports.
- H. Use of the Hangar for any purpose that violates any existing or future Airport ordinance, resolution, order, or policy, or any term or provision of this Rental Agreement, or other applicable law, ordinance, or regulation.

Renter shall not store boats, automobiles, recreational vehicles, or any other vehicle, equipment, or belongings outside the Hangar or anywhere else without permission of the Manager of Airports.

13. **PARKING:** Renter's unattended vehicles shall only be parked in either the Hangar, or in a parking area designated by the Manager of the Airport. Unattended vehicles shall not be parked in said designated areas for extended periods, as determined solely by the Manager of Airports. If Renter wants to leave his/her vehicle in a designated parking area for an extended period, he/she must first notify a member of Airport personnel. Otherwise, if Renter fails to notify Airport personnel, vehicles left in said designated parking areas for an extended period may be considered to be abandoned and may be towed from the Airport. Airport will make a reasonable attempt to notify the owner of the vehicle before having the vehicle towed.

Renter shall not park or leave the Aircraft, automobiles, or other vehicles or obstructions on the taxiway or pavement adjacent to the Hangar door in a manner which unduly interferes with access to adjacent Hangars. Failure to observe this parking restriction will be the cause for revoking ramp access to Renter's vehicle.

Renter shall not bring to, leave, or store any out-of-license or inoperable vehicle on the Airport at any time.

14. **CONDITION OF THE HANGAR:** Renter hereby acknowledges that they have thoroughly inspected the Hangar and hereby agree to accept possession of the Hangar in it's as-is, where-is condition.

15. **MAINTENANCE AND REPAIRS:** Renter shall maintain the premises in a clean and orderly condition at all times. Renter agrees that no credit will be allowed Renter by DASLP for the cost of any maintenance completed by Renter. Renter shall follow and shall see that all others in the Hangar abide by the following rules:

- A. All power tools used in the Hangar shall be properly grounded.
- B. All solvents and other flammable liquids or materials will be used only when the Hangar doors are open to provide ventilation.
- C. All combustible materials must be stored in metal UL approved containers and closed when not in use. No combustible materials shall be stored in the Hangar overnight.

- D. There shall be no open flames in the Hangar at any time.
- E. There shall be no smoking in the Hangar at any time; and
- F. Renter shall maintain "NO SMOKING" signs installed by the Manager of Airport in the Hangar at all times.
16. **SIGNAGE:** No signage shall be installed on the premises without the prior written consent of the Manager of Airports.
17. **ALTERATIONS:**
- A. Renter shall not paint, remove, deface, modify, bend, drill, cut, or otherwise alter any part of the Hangar without the prior written permission of the DASLP.
- B. Renter shall not install any fixtures or make any alterations, additions, or improvements, or permit any alterations to be made in or on the premises without first obtaining the written consent of the DASLP.
- C. Renter shall not use high voltage electrical equipment or machinery in or about the Hangar, modify existing wiring, or install additional electrical outlets or fixtures without the specific prior consent of the DASLP.
- D. Renter shall not attach any hoisting or holding mechanism to any part of the Hangar or attach any such mechanism to any part of the struts or braces of the Hangar. For purposes of this Rental Agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball block and tackle, or other hoisting device.
- If the consent of DASLP is sought for any of the above alterations proposed for the Hangar, Renter shall submit a plan for the proposed alteration to DASLP, along with Renter's written request for said proposal.
- All fixtures installed or additions and improvements made to the Hangar shall become DASLP's property and shall remain in the Hangar at the termination of the Rental Agreement, however terminated, without compensation or payment to Renter.
18. **ASSIGNMENT OR SUBLETTING:** Renter shall not assign this Rental Agreement, or any interest therein, and shall not sublet the Hangar, or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of DASLP in each instance. Any assignment or subletting without the prior written consent of DASLP shall be void and, at the sole option of DASLP, shall terminate this Rental Agreement. Any transfer or assignment of Renter's interests under this Rental Agreement by operation of law or otherwise, without the prior written consent of DASLP, is a prohibited assignment under this Rental Agreement. The parking of aircraft not owned or under exclusive lease by Renter, as described in Section 5, **USE** of this Rental Agreement, in the Hangar shall constitute a sublet for purposes of this Section and is therefore prohibited. A consent by DASLP to one assignment or sublet shall not be deemed to be a consent or waiver as to any subsequent assignment or sublet.
19. **HOLD HARMLESS:** Renter shall defend, indemnify, save, and hold harmless DASLP and its officers, agents, and employees, from any and all claims, costs, and liability for any damages, sickness, death or injury to any person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations of Renter, or use of the property, or of anyone claiming to be acting hereunder, for or with Renter, or property damage or bodily injury caused by any other renter, save and except

claims or litigation arising through the sole negligence or sole willful misconduct of DASLP. Renter shall reimburse DASLP for any expenditure, including reasonable attorney fees, DASLP may make by reason of the matters that are the subject of this indemnification and, if requested by DASLP, shall defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Renter.

Duty to guard goods and equipment in and around the Hangar. DASLP shall have no liability for any loss or damage to goods, property, or equipment or Renter or third parties located upon or used in connection with said premises irrespective of the source of such loss or damage. Renter shall provide at its own expense such protection as comprehensive or collision insurance for their aircraft or alarm systems as it may deem necessary for the security and protection of its property.

20. **INSURANCE:** Renter shall certify that the following insurance coverages are in effect prior to the commencement of this Rental Agreement and shall maintain said coverage in full force and in effect until the termination of this Rental Agreement:

A. **Aircraft and Premises Liability Coverage:** Aircraft and premises liability insurance in an amount of no less than \$100/\$300/\$100 thousand arising from the use of the Aircraft and the premises. The DASLP shall be named as an additional insured under such liability insurance policy. In the event of ultra-light aircraft, aircraft insurance may be waived; but the ground liability coverage will be required.

B. **Form Of Policy:** All policies of insurance required above shall be written by a qualified insurance company and in a form approved by the DASLP. Renter is required to mail an original Certificate of Insurance, signed by Renter, to 3000-F Danville Blvd. Suite #329 Alamo, Ca. 94507. The following information must be included on each Certificate of Insurance, or such insurance coverage shall be considered incomplete:

- 1) A statement that Delta Aviation Services LP and San Joaquin County - Stockton Metropolitan Airport is endorsed as a name insured under each policy or policies.
- 2) All required dollar limits of insurance coverages shall be correctly stated.
- 3) A provision that written notice of Cancellation or any material change in coverage shall be delivered to DASLP thirty (30) days in advance of the effective date of the material change or cancellation, and that no cancellation, alteration or change of beneficiary or beneficiaries shall be made without written notice to DASLP.
- 4) An original signature, and the printed name, or the insurance agent, or authorized representative of the insurance company issuing the policy, including the insurance underwriter's and/or broker's telephone number.

21. **TERMINATION:**

A. **Termination For Cause.** The parties consider each and every term, covenant, and provision of this Rental Agreement to be material and reasonable. For any breach of a covenant or condition of this Rental Agreement, DASLP may, at its option, serve a three-day notice to Renter 1) specifying the nature of the breach, and 2) demanding that Renter cure the breach if the breach can be cured. The notice may further declare that if Renter fails to cure a curable breach within the three-day period or if the breach is not curable, the tenancy is terminated, and Renter forfeits all rights under this Rental Agreement.

- B. Condition of the Premises Upon Vacation.** Upon vacating the premises, Renter shall leave the premises in the condition described in Section 21, Surrender, herein.
- C. Personal Property Remaining on the Premises.** Upon the termination of this Rental Agreement, Renter agrees to remove all of Renter's personal property from the premises. The disposition of any of Renter's personal property remaining on the premises shall be in accordance with the law. Renter is responsible for all reasonable costs of storing such personal property.
- 22. SURRENDER:** Upon the termination of this Rental Agreement, Renter shall immediately surrender possession of the Hangar and shall remove the Aircraft or the Alternate Aircraft, and all other personal property from the premises. Upon such surrender of possession, Renter shall leave the premises in a neat, clean, and orderly condition, allowing for ordinary and normal usage during occupancy, and shall reimburse DASLP for the repair of any damage to the premises. Renter shall be liable for any and all damage to the Hangar caused by Renter's use, including but not limited to, bent or broken interior walls, damage to floors, or damage to doors due to Renter's operation.
- 23. AIRPORT ACCESS:** The Manager of Airports shall designate the route and method of ingress to and egress from the San Joaquin County- Stockton Metropolitan Airport.
- 24. SECURITY:** Although safety is one of Airport's primary objectives at the San Joaquin County- Stockton Metropolitan Airport, Renter shall be solely responsible for all on-site security. DASLP shall have no obligation to provide security for the premises and shall not be liable for any loss of property by theft or otherwise. DASLP shall not be responsible for the safety and security of Renter's Aircraft or Alternate Aircraft. The Aircraft and the Alternate Aircraft shall be the sole responsibility of Renter at all times.
- 25. LOCKS:** Renter shall provide their own padlock (combination or key) to secure their Hangar. Renter shall provide either the combination or an extra key to DASLP. Renter shall make the Hangar available to DASLP or DASLP's agent for the purpose of entering to make inspections, necessary or agreed repairs, or improvements, or to supply necessary or agreed services, or to show the Hangar to prospective or actual purchasers, prospective tenants, mortgagees, lenders, appraisers, or contractors. DASLP and Renter agree that 24 hours' notice (oral or written) shall be reasonable and sufficient notice. In an emergency, DASLP or DASLP's agent may enter Hangar at any time without prior notice.
- 26. TAXES:** Renter shall pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon the use of the Hangar made as a result of this Rental Agreement, or any possessory interest which Renter may have under this Rental Agreement. Renter understands and agrees that, in accepting this Rental Agreement, its interest therein may be subject to a Property/Possessory interest imposed by the San Joaquin County Assessor ("Assessor"). The renter of the premises on January 1 of each year, the lien date, shall be liable for the full payment of the Property/Possessory interest tax, even if the Renter subsequently vacates the premises.
- 27. WASTE. QUIET CONDUCT. HAZARDOUS SUBSTANCES AND PROPERTY INSPECTION:** Renter shall not commit, or suffer to be committed, any waste upon the premises,

or any nuisance or other act or thing which may disturb the quiet enjoyment of the use of the San Joaquin County – Stockton Metropolitan Airport or surrounding property. Renter shall not conduct, or permit to be conducted, any activity on the premises which directly or indirectly produces unlawful amount or levels of air pollution (gases, particulate matter, odors, fumes, smoke, or dust), water pollution, radioactivity, noise, glare, heat emissions, electronic or radio interference with navigational and communication facilities for the operation of the San Joaquin County – Stockton Metropolitan Airport and for its use by aircraft, trash or refuse accumulation, vibration, prop-wash, or jet blast, or any activity which is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.

Except in strict compliance with all governmental approvals, applicable laws, and regulations pertaining to hazardous materials (as generally defined), and in accordance with the additional provisions of this Rental Agreement, Renter shall not, and shall ensure that no others on the premises shall, cause or permit the presence, storage, use, handling, generation, emission, release, discharge, storage, or disposal of any hazardous materials on, under, in, or about the premises, which are, or during the term of this Rental Agreement, become regulated by San Joaquin County, by the State of California, by the United States government, or by any local government authority. Renter shall at all times comply with all current or future applicable laws, rules, and regulations of federal, state, or local government agencies, regarding the storing, use or disposal of any hazardous material on or from the premises.

DASLP shall have the right to enter the premises at any time to verify Renter's conformance with the provisions of this paragraph.

Renter shall indemnify, protect, defend, and hold harmless DASLP from and against all liability and damages, penalties, expenses, claims, and costs, including, but not limited to, of any required or necessary remediation, repair, removal, cleanup, or detoxification of the premises and surrounding properties, and from and against the preparation of any cleanup, remediation, closure, or other required plans, whether such action is required or necessary prior to or following the termination of this Rental Agreement (hereinafter collectively referred to as "COSTS"), **to the full extent that the same is attributable to the use, handling, generation, emission, release, discharge, storage, or disposal of Hazardous Materials by Renter, its agents, employees, or contractors during the term of this Rental Agreement.** In addition, Renter shall hold Airport harmless from and against all liability, damages, penalties, expenses, claims, and Costs arising directly or indirectly out of or resulting from any Hazardous Material being present or released in, on, or around any part of the Property, or in the soil, groundwater or soil vapor on or under the Property at any time, either before or after this Rental Agreement is executed.

Renter shall at all times notify Airport of any Hazardous Materials present, used, generated, handled, emitted, released, discharged, stored, or disposed of on or from the premises. Notwithstanding the foregoing, notice shall not be required for Hazardous Materials present on the premises in reasonable quantities which are commonly used in aircraft storage facilities including, but not limited to, cleaning materials, motor oils, and hydraulic fluids, provided such Hazardous Materials are used and disposed of in accordance with law, or for materials which are first designated as Hazardous Materials after expiration of the term of this Rental Agreement.

The indemnification provisions of this Section shall survive the termination of this Rental Agreement.

28. **STORM WATER DISCHARGE:** The Federal Clean Water Act provides that the discharge of pollutants to waters of the United States from any industrial or commercial properties must be in

compliance with a National Pollutant Discharge Elimination Permit (NPDEP). Under this Act, airports are considered "industrial activities". Therefore, the San Joaquin County - Stockton Metropolitan Airport and all Renters located on the Stockton Metropolitan Airport, are required to be in compliance under the Act and the NPDEP.

Renter assures that no pollution or hazardous material of any type will be discharged into the storm water system at the Airport and agrees to be held responsible for any discharges by the Renter during the entire term of this lease. Any fine or cost of remedial action required of the County, DASLP, by any agency or agencies having jurisdiction, as a result of actions on or discharges from the Premises, will be charged to Renter, and Renter shall immediately reimburse County for these costs upon demand.

29. **DASLP'S RIGHT OF ENTRY:** In the event that a DASLP Representative must enter Renter's Hangar for any reason, DASLP shall first make a reasonable attempt to notify Renter at least forty-eight (48) hours in advance. Upon such notification, DASLP shall request that Renter be present when the DASLP Representative enters the Hangar. Whether or not Renter can be present, DASLP shall have the right to enter the Hangar. DASLP shall have the right to enter the Hangar at any time for emergency purposes.

In the event that such entry by DASLP discloses that 1) the Hangar, or any part thereof, is not in a safe, healthy, or satisfactory condition, 2) there is a violation of any applicable statute, ordinance, rule, or regulation, or 3) there is a breach of any covenant or condition of this Rental Agreement, DASLP may, at its sole option, notify Renter that such condition must be corrected within a reasonable time specified by the DASLP. In the event that Renter does not rectify, or in DASLP's sole determination does not attempt to rectify, the above conditions within seven (7) calendar days after receipt of DASLP's written notice to Renter, DASLP, and its agents, employees, officers, or contractors, may enter the Hangar and have any necessary repairs, maintenance, restoration, or reconstruction done for and at the expense of Renter.

Renter hereby agrees to promptly pay for any and all costs incurred by DASLP, including, without limitation, the reasonable expenses of DASLP in having such necessary work done to keep the Hangar in a safe, healthy, and satisfactory condition.

30. **GENERAL PROVISIONS:**

- A. DASLP reserves the right to further develop or improve the Stockton Metropolitan Airport as it sees fit regardless of the desire or review of Renter and without interference or hindrance.
- B. Airport reserves the right to take any action it considers necessary to protect the aerial approaches of the Stockton Metropolitan Airport against obstruction.
- C. Neither the failure or delay of DASLP to strictly enforce all the terms of this Rental Agreement, nor the acceptance of payment by the Airport after any breach by Renter, shall operate as, or be deemed, a waiver of any rights or remedies accruing by law or by this Rental Agreement to DASLP, by reason of any subsequent breach.
- D. In the event that any provisions in the Rental Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provisions does not materially prejudice either DASLP or Renter in its respective rights and obligations contained in the valid provisions of this Rental Agreement, which shall otherwise remain effective and binding.
- E. Subject to provisions on assignment and subletting, the covenants and conditions contained in this Rental Agreement shall apply to and bind all Renter's successors in interest regardless of the legal title and said successors in interest.

31. **LAWFUL CONDUCT: RULES AND REGULATIONS:** Renter agrees that it will obey and observe, and that it will use due diligence to require all persons entering upon the premises to obey and observe, all terms of this Rental Agreement, all laws of the United States, and all rules, regulations, and policies adopted from time to time by any agency or department of the United States, the State of California, the County of San Joaquin, the Manager of Airports, and municipal authorities relating to the use of the premises and applicable thereto, including, but not limited to, laws and rules and regulations with respect to health, safety, fire, police, and the environment or pollution. Failure to follow such rules and regulations, and all of the provisions of this Rental Agreement shall be a material breach of this Rental Agreement.
- Renter shall be responsible for paying any fines or charges which may be levied by said agencies or departments for violations of said laws, rules, and regulations arising out of the operations of Renter or its officers, agents, employees, or invitees.
32. **CUMULATIVE RIGHTS AND REMEDIES:** The rights and remedies with respect to any of the terms and conditions of this Rental Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies at law or in equity. Each right or remedy shall be construed to give it the fullest effect allowed in law.
33. **NO CONTINUING WAIVER:** The waiver by DASLP of any breach of any of the provisions of this Rental Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Rental Agreement. The receipt by DASLP of any rents with knowledge of the breach of any covenant or condition of this Rental Agreement shall not be deemed to be a waiver by DASLP, unless such waiver is specifically expressed in writing, signed by the DASLP, or his representative. No payment by Renter or receipt by DASLP of a lesser amount than the Monthly Rent stipulated herein shall be deemed to be other than a payment on account of such rents.
34. **QUIET ENJOYMENT:** Provided Renter has performed all terms, covenants, conditions, and agreements of this Rental Agreement, including payment of rent, Renter shall peaceably and quietly hold the Hangar, subject to the terms and conditions of this Rental Agreement.
35. **NOTICES:** Written notice of DASLP means an instrument in writing signed by the DASLP or any of his agents or representatives so authorized to sign. Any notice, request, consent, approval, or communication that either party desires or is required to give to the other party shall be deemed to have been duly given when made in writing and served personally or deposited in the United States mail, postage prepaid. Renter shall be deemed to have "received" DASLP's written notice upon forty-eight (48) hours after notice was mailed by DASLP. For the purposes thereof, unless otherwise provided in writing by the parties hereto, the address of DASLP is:

DELTA AVIATION SERVICES, LP
3000-F Danville Blvd. #329
Alamo, CA 94507
925-706-7887

And the Renter is: **CITY OF STOCKTON POLICE DEPARTMENT**

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section.

36. **ENTIRE AGREEMENT:** *This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed and supersedes all other agreements between the parties. No alterations or variations of this Rental Agreement shall be valid or binding unless they are in writing and signed by both parties hereto.*

37. **TIME IS OF THE ESSENCE** *for each provision in this Rental Agreement.*

DASLP AND RENTER HAVE CAREFULLY READ AND REVIEWED THIS RENTAL AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THS RENTAL AGREEMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME OF EXECUTION OF THIS RENTAL AGREEMENT, THE TERMS OF THIS RENTAL AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF AIRPORT AND RENTER WITH RESPECT TO THE HANGAR.

AIRPORT

*DELTA AVIATION SERVICES, LP a
Limited Partnership of the State of Nevada*

By _____
Gordon Gravelle, Managing Partner

RENTER

City Of Stockton Police Department.

By _____

Title