

## FACILITY RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is by and between the County of Nevada (“COUNTY” or “AIRPORT”), and Grass Valley Chamber of Commerce (“RENTER”). AIRPORT and RENTER may be collectively referred to as the “Parties.”

1. AIRPORT hereby grants to the RENTER the right to occupy the space(s) known as Airport Terminal Grounds, as depicted in **Exhibit A**, located at 13083 John Bauer Ave, Grass Valley, California 95945 (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The term of this Agreement begins on May 18, 2024, at 6:00 a.m. and ends on May 18, 2024, at 6:00 p.m. RENTER shall guarantee the payment of any damage to AIRPORT property, removal of all property and the leaving of the Premises in the same condition in which RENTER took possession.
3. The purposes of occupancy shall be limited to Beer and Wine Sales and Live Music and shall be for no other purposes whatsoever.
4. This AGREEMENT shall be for mutual valuable consideration of a positive attraction of patrons to the Airport.

**Catastrophe:** Either party may terminate or suspend its obligations under the Rental Agreement if such obligations are delayed, prevented or rendered impractical by any of the following incidents to the extent such incident is beyond the reasonable control of the party whose performance is prevented or rendered impractical: fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war shortage, or loss of utilities, any law, ordinance, rule or regulation which becomes effective after the date of the execution of the contract.

5. RENTER acknowledges that the AIRPORT may be required at any time, with limited advance notice, to cancel this Agreement for the purpose of responding to an emergency declared by local, state, and/or federal governments. AIRPORT shall not be liable for any interference of RENTER’s use or possession of the Premises or loss to or expenses incurred by the RENTER or its vendors or patrons that may result from such emergency use of the Premises.
6. AIRPORT shall have the right to audit and monitor any and all sales as well as access to the Premises.
7. RENTER shall defend, indemnify and save harmless AIRPORT, its board members, elected officials, officers, directors, agents, assigns, and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the RENTER may be liable under any worker’s compensation law and RENTER him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any

way connected with the exercise by RENTER or RENTER's employees, officers, agents, directors, assigns, and invitees of the Privileges herein granted.

8. INSURANCE. Renter hereby agrees to maintain in full force and effect at all times during the term of this Agreement, at its own expense, policies of insurance as laid forth in **Exhibit B**, incorporated herein and made a part hereof.
9. RENTER further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to RENTER or its employees.
10. No RENTER will be allowed to open until all the preliminary requirements herein set forth have been complied with.
11. RENTER will conduct business in an orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the AIRPORT within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by RENTER shall have the prior written approval of the Airport Manager. RENTER shall not affix any fixtures to the Premises without the written preapproval of the Airport Manager and if the removal of the fixture may be affected without injury to the Premises.
13. RENTER will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by AIRPORT, nor engage in any other business whatsoever upon or within Premises, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement.
14. RENTER is entirely responsible for the Premises and agrees to reimburse AIRPORT for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. RENTER agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by AIRPORT, and to be entirely responsible for the use of the Premises and such property.
15. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by RENTER, at RENTER's own expense, upon expiration or earlier termination of this Agreement.

16. RENTER will only be permitted to sell alcoholic beverages as defined in the Alcoholic Beverage Control Act upon providing a lawful license or permit authorizing such sales on the premises to the AIRPORT.
17. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
18. Failure of AIRPORT to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
19. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the AIRPORT of any further performances of the terms of this agreement.
20. The AIRPORT shall have the privilege of inspecting the Premises covered by this agreement at any time or all times.
21. The Parties hereto agree that RENTER, and any agents and employees of RENTER, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of AIRPORT.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
23. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of AIRPORT. Subleasing of the Premises is prohibited.
24. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
25. RENTER shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

Area of Airport Rental  
Insurance Requirements  
Renter Rules

Exhibit A  
Exhibit B  
Exhibit C

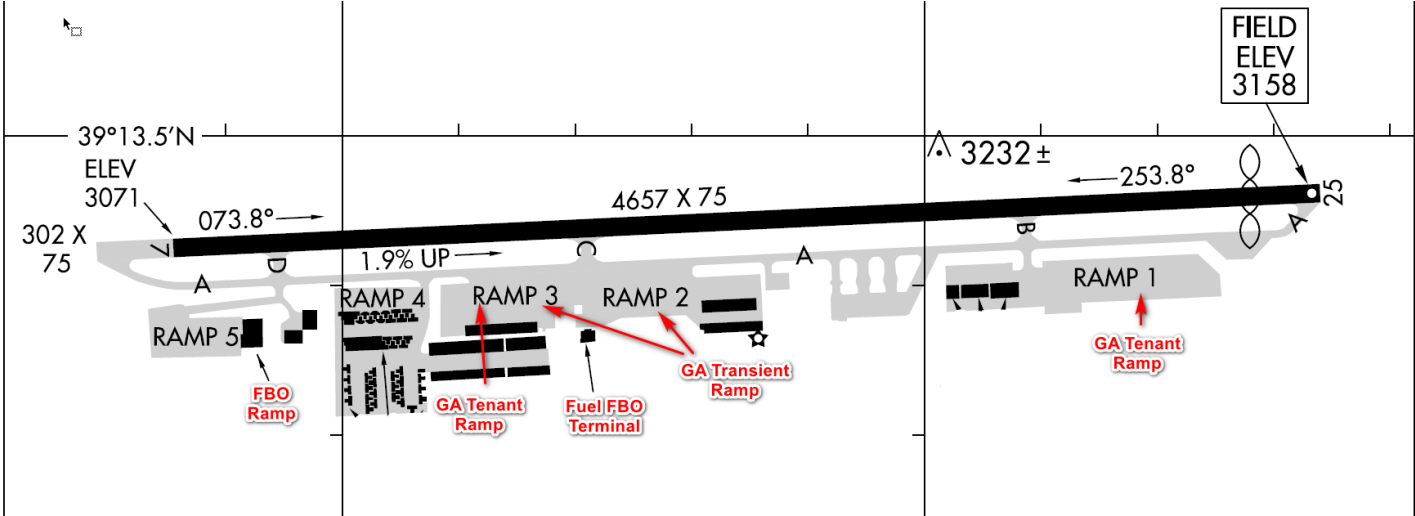
26. This Agreement is not binding upon AIRPORT until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Kevin Edwards Nevada County Airport
_____ Signature
Airport Manager _____ Title
May 9, 2024 _____ Date

Robin Galvan Davies Grass Valley Chamber of Commerce
_____ Signature
CEO _____ Title
_____ Date

EXHIBIT A – MAP OF AIRPORT DEPICTING RENTAL PREMISES OF RAMP 2 AND RAMP 3



## EXHIBIT B

### Insurance Requirements for Rental of Facilities

Renter shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, his guests, agents, representatives, employees, or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If the use includes athletic activities, Renter shall provide evidence of that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. If the Renter maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### ***Additional Insured Status***

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

##### ***Primary Coverage***

For any claims related to this contract, the Renter’s insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

##### ***Umbrella or Excess Policy***

The Renter may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Renter's primary and excess liability policies are exhausted.

*NOTE to Agencies: Please see the section on The Myth of "Following Form" Excess Limits Insurance Policies in chapter 2 for additional explanatory information on this very common Excess policy problem that needs to be verified and corrected.*

### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

### **Waiver of Subrogation**

Renter hereby grants to Entity a waiver of any right to subrogation which any insurer of said Renter may acquire against the Entity by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### **Verification of Coverage**

Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Renter commences activities.

### **Liquor Liability**

If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

### **Homeowners Insurance**

In some cases, the Renter's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Renter should provide these requirements to his or her agent to confirm and provide verification to the Entity.

**Special Events Coverage**

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Renter can obtain additional information and cost from Entity.

**Special Risks or Circumstances**

Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.



## EXHIBIT C – RENTER RULES, REGULATIONS & INFORMATION

AIRPORT Management of the Nevada County Airport may amend the following regulations.

It is the RENTER's responsibility to be knowledgeable of the following regulations. Rentals shall insure that all his/her employees, volunteers, representatives and guests are made aware of, and comply with these rules and regulations.

### RENTAL POLICY

Facilities will be rented based on the availability of dates, type of show, number of show days, and past performance of the RENTER. The AIRPORT reserves the right to deny and/or cancel applications for rental of the facilities when, in the opinion of management, such events may conflict with similar events previously scheduled or are not in the best interest of the AIRPORT or the general public.

### AIRPORT GROUNDS RENTALS

1. Rental Conditions: Rental of the facility will include general floor space, restrooms, garbage cans and utilities for normal water and electrical/light usage. AIRPORT labor, materials, equipment, parking privileges or other facilities, unless otherwise indicated in contract are not included.
2. Usage Hours: Rental fees cover the use of the facility from 8:00 a.m. to 4:00 p.m., unless otherwise stipulated in the Rental Agreement.
3. The AIRPORT accepts no responsibility for the acceptance, delivery, placement or security of any goods or equipment, ordered by the RENTER, and delivered to the Airport for use during the event and accepts no responsibility for the safety and protection of personal property belonging to the RENTER or Vendors or Others associated with the event.

### RESERVATIONS

1. AIRPORT Events: No event will be scheduled which is in conflict with events scheduled by the AIRPORT.
  2. Scheduling of Events: RENTER's staff and attendees must vacate, all supplies and materials removed from the facility, and the facility must be secured by the time specified in the Rental Agreement.
  3. Set-Up and Tear-Down: The terms "set-up" and "tear-down" shall include the use of the facilities for moving in and out equipment, and preparation and clean-up of the facility before and following the event. Time required for set-up and tear-down must be included in the rental period; facilities will not be available prior to the start time indicated in the Rental Agreement.
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1. Amendments to Rental Agreement: No additions or deletions to the Rental Agreement will be permitted unless made in writing and approved in writing by the AIRPORT prior to the scheduled event.
  2. ABC (Alcohol Beverage Control) permits/licenses to be remitted to AIRPORT when received.

### SECURITY

1. RENTER understands that the AIRPORT does not provide event security and agrees to arrange for any security deemed necessary for the event. RENTER is responsible for making arrangements and paying for security.
2. The RENTER must make provisions for any security personnel to have access to potable drinking water and restrooms for the duration of their shift.
3. Security must be licensed and officers on the grounds must be uniformed and easily identifiable.
4. Security must be unarmed.
5. Security plan and personnel must be pre-approved by the Airport Manager.

#### **ALCOHOL**

1. Anyone planning to sell alcoholic beverages (direct sales, script, or included in admission fee/donation) must obtain a valid liquor license from the California Department of Alcoholic Beverage Control (ABC), 2400 Del Paso Road, Suite 155, Sacramento, CA 95834. Phone: (916) 419-1319 / Email: [Sacramento@abc.ca.gov](mailto:Sacramento@abc.ca.gov)
2. RENTER recognizes and accepts liability for dispensing alcoholic beverages and shall supervise and operate in a responsible manner in strict compliance with laws regulating proper dispensing of alcoholic beverages. RENTER shall always enforce the rules of the California Department of Alcoholic Beverage Control.
3. In addition, liquor liability insurance must be furnished in conjunction with a valid liquor license if planning to sell alcohol.
4. A copy of the liquor license and liquor liability insurance must be remitted to the Airport Manager.

#### **VEHICLE USE AND PARKING**

1. All vehicles must comply with direction of the AIRPORT personnel and obey all AIRPORT regulations. The parking lots and roadways are under the exclusive direction of the AIRPORT.
2. The speed limit on the Airport Grounds is not to exceed **15 MPH** and is strictly enforced. No vehicles are allowed on the runway.
3. The AIRPORT is not responsible for theft or damage incurred to vehicles parked on the Airport Grounds.

#### **BUILDINGS AND GROUND USE**

1. Condition of the grounds: The RENTER accepts the grounds and facilities as they exist. The RENTER should immediately report any area that requires attention to the Airport Manager.
2. As County property, **SMOKING** is not permitted on the property.

3. No open flames are permitted inside any building or within 20 feet of any building. No open flames are permitted anywhere else on the facility without prior written approval.

***Thank you for choosing the Nevada County Airport for your event!***

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Signature of RENTER

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Signature of Airport Manager