



# **RESOLUTION No. 24-202**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING A FACILITIES RENTAL AGREEMENT WITH GRASS VALLEY CHAMBER OF COMMERCE AND A LICENSE AGREEMENT WITH THE GOLDEN EMPIRE FLYING ASSOCIATION FOR THE USE OF THE NEVADA COUNTY AIRPORT FOR AN ARMED FORCES DAY FLY-IN ON MAY 18, 2024**

WHEREAS, the Grass Valley Chamber of Commerce has hosted the Armed Forces Day in downtown Grass Valley for the past few years; and

WHEREAS, the Golden Empire Flying Association is a non-profit organization and has previously sponsored the Airfest and Fly-Ins at the Nevada County Airport, bringing the aviation experience to the public, and providing aviation scholarships to youth seeking to become aviation professionals; and

WHEREAS, these groups requested the use of the Nevada County Airport for a Fly-In event on May 18, 2024, to celebrate Armed Forces Day; and

WHEREAS, it is in the public interest and serves a public benefit to hold such an event.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California, hereby approves in the forms attached hereto, a Facilities Rental Agreement with the Grass Valley Chamber of Commerce and a License Agreement with the Golden Empire Flying Association for the non-exclusive use of the Nevada County Airport to host the Armed Forces Day and Fly-In on Saturday May 18, 2024, and that the Airport Manager is hereby authorized to execute the Facilities Rental Agreement and the License Agreement on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of May 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,  
Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN

Chief Deputy Clerk of the Board of Supervisors

By: \_\_\_\_\_

*Tine Mathiasen*

*Hardy Bullock*

Hardy Bullock, Chair

# LICENSE AGREEMENT NEVADA COUNTY AIRPORT [FLY-IN 2024]

This License Agreement ("License" or "Agreement") is entered into on the 14<sup>th</sup> day of May 2024, by and between the **COUNTY OF NEVADA**, hereafter referred to as "Licensor" or "County" or "Airport", and **GOLDEN EMPIRE FLYING ASSOCIATION**, a California 501(c)(3) nonprofit organization, hereafter referred to as "Licensee".

Licensor is the owner of the Nevada County Airport ("the Property"), situated in the unincorporated area of Nevada County, California.

GRANT OF LICENSE: In consideration of benefits accruing to Nevada County from the activities being sponsored by the Licensee, a personal, revocable license is granted to Licensee to conduct on the Property those activities shown in **Exhibit "A,"** incorporated herein and made a part hereof.

TERM OF LICENSE: The term of this License shall be from May 17, 2024, at 4:00 p.m. until May 19, 2024, at 12:00 p.m.

CONDITIONS OF LICENSE: Licensee may not use the Property for any other purpose or business without obtaining Licensor's prior written consent. Additionally, Licensee shall be bound to the following conditions:

1. Use and Occupancy. The property herein licensed shall be used and occupied in an orderly and respectable manner, without hindrance, annoyance, disturbance, detriment, injury or offense to Licensor. Licensee, to the best of its ability, shall not commit, nor suffer to be committed, any nuisance or waste in or about the Property. To the best of its ability, Licensee shall not bring anything onto the Property, or permit anything to be done in or about the Property, which will adversely affect fire risk or otherwise impact other insurance risks on Airport buildings or their contents.
2. Operation Subject to Law. Licensee shall operate in all respects subject to all applicable rules, regulations, ordinances and laws, whether county, state or federal. Licensee shall comply with all rules and regulations of the FAA and all regulations of the Nevada County Airport made for the control and operation of the Airport and activities to be carried on by Licensee. Licensee shall be required to obtain, at its expense, any and all necessary licenses and permits.
3. Operation Subject to Prior Rights. This License and all the provisions hereof shall be subject to whatever right the United States Government has effecting the control, operation and regulation of said Airport. This License shall be subordinate to the provisions and requirements of any existing agreement between Licensor and the United States and State of California relative to the operation of the Property.

4. No Interference with Right of Way. Licensee shall not interfere with, nor unreasonably obstruct, any right of way over the Property owned and controlled by Licensor, including right of way for ingress and/or egress for pedestrian and vehicular traffic.
5. No Partnership or Agency Relationship Created. Licensor shall not become a partner or joint venturer with Licensee, nor for any purpose shall Licensee be deemed an agent, officer, or employee of Licensor.
6. Signs and Alterations. The Airport Manager shall first approve all signs and advertising materials before being placed on any building or Airport grounds. Licensee shall not install any fixtures or mark, paint, or deface any floors, walls, ceilings, partitions or pavement, without prior written approval of the Airport Manager.
7. Pricing. Licensee and its personal representatives will furnish all services on a fair and reasonable basis. It will not unjustly charge discriminatory prices for each unit or service. Licensee may offer reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
8. Manager as Licensor's Agent. Airport Manager of the County of Nevada is the authorized agent for Licensor for purposes of this License, and as to any obligations assumed herein by Licensee, they shall be performed to the satisfaction of said Airport Manager.
9. Fire and Life Safety. All activities shall be performed in accordance with aeronautical safety and public event standards. Applicable permits are the responsibility of the Licensee. Inspection and compliance of all conditions or situations connected to the event are the responsibility of the Licensee. Hazardous conditions or situations shall be reported to the Airport Manager immediately. In the event hazardous conditions or situations occur, the Airport Manager or County Official shall have the authority to terminate the event. Should the hazard be corrected, the event may be allowed to continue. Nevada County makes no warranty that the facilities are hazard free. Inspection of the property and written notification of hazardous conditions that may affect the event should be provided to the Airport Manager in writing and with sufficient time for correction in advance of the event.
10. Parking. Licensee and its representatives shall have the non-exclusive right to use auto-parking areas as may be designated by the Airport Manager or his/her representative. Parking, whether for pay or in conjunction with Licensee's operations, shall be limited to a period not longer than Licensee's customers may be on premises.
11. License Personal and Not Assignable. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall

automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

12. Termination and Restoration. On or before the effective date of termination of this License, as specified above, Licensee shall cease all use of the Property and shall restore it to Licensors in good order and repair. Normal wear and tear is expected.

13. Hold Harmless, Indemnification, Damages, and Insurance.

- A. Hold Harmless and Indemnification: To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend the County and its elected officials, officers, volunteers, agents, contractors and employees against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and the cost of defense, resulting from the death of or any injury or damage to any person or property whatsoever, when such death, injury or damage arises out of the operations of Licensee, or has been caused in whole or in part, by the act, neglect, fault, or omission of Licensee, its agents, servants, employees, contractors, vendors, merchants, exhibitors or invitees.
- B. Disclaimer of Liability: TO THE FULLEST EXTENT PERMITTED BY LAW, COUNTY AND ITS ELECTED OFFICIALS, OFFICERS, VOLUNTEERS, AGENTS, CONTRACTORS AND EMPLOYEES HEREBY DISCLAIM AND LICENSEE HEREBY RELEASES COUNTY AND ITS ELECTED OFFICIALS, OFFICERS, VOLUNTEERS, AGENTS, CONTRACTORS AND EMPLOYEES FROM ANY AND ALL LIABILITY, WHETHER IN TORT OR CONTRACT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), RELATING TO ANY CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES, OR LIABILITIES RESULTING FROM THE DEATH OF ANY EMPLOYEE OR LICENSEE OR INVITEE OR ANY INJURY OR DAMAGE TO LICENSEE OR LICENSEE'S PROPERTY UNLESS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY.
- C. County Non-Liability; Force Majeure: County and its elected officials, officers, volunteers, agents, contractors and employees shall not be liable for any injury or damage which may be sustained by the person, goods, equipment, wares, merchandise or property of Licensee, its agents, servants, employees, contractors, vendors, merchants, exhibitors or invitees resulting from an Act of God, fire, explosion, flood, strike, labor dispute, riot, wind, ice, hail, or any other cause or peril beyond the control of County.
- D. Insurance: Licensee hereby agrees to maintain in full force and effect at all times during the term of this License, at its own expense, policies of insurance as laid forth in **Exhibit "B,"** incorporated herein and made a part hereof

14. Entire Agreement. This License constitutes the entire agreement between the parties relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this License are of no force or effect. No contemporaneous or subsequent agreement, amendment, representation or promise made by either party hereto, or by or to any employee, officer, agent, or representative of either party, shall be of any effect unless it is in writing and executed by both parties hereto.
15. Warranty of Authorization. Every individual executing this License on behalf of an organization represents and warrants that he/she is duly authorized to execute and deliver this License on behalf of said organization, and that this License is binding upon said organization in accordance with its terms.
16. Notices. Any written notices required by this Agreement shall be made by personal delivery, or by first class United States mail, postage prepaid, to the addresses indicated above the signature lines, below. Notices shall be effective immediately, if personally delivered, or five (5) days after deposit in the U.S. Mail.
17. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.
18. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.
19. Third Party Beneficiaries. This Agreement creates rights and duties only between the Licensor and the Licensee, and no other party, or third party, is intended to have or be deemed to have any rights under the Agreement as an intended third party beneficiary.
20. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. Venue for disputes shall be Nevada County, California.
21. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
22. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.
23. No Presumption Regarding Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and

discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity, or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

**LICENSOR:** COUNTY OF NEVADA  
NEVADA COUNTY AIRPORT  
950 MAIDU AVENUE  
NEVADA CITY, CALIFORNIA 95959

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kevin Edwards  
Airport Manager

**LICENSEES:** GOLDEN EMPIRE FLYING ASSOCIATION  
P. O. BOX 375  
GRASS VALLEY, CALIFORNIA 95945

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Juan Brown  
President, Golden Empire Flying Association



## **EXHIBIT A**

### **Event Plan**

#### **I) Grass Valley Armed Forces Day and Fly-in: Saturday May 18th, 2024; 8am to 4pm.**

##### **1) Location:**

Beginning Friday evening (May 17, 2024) and 6:00AM Saturday, display aircraft, vendors and volunteers will arrive on site and situate their displays and set up booths on all of the ramps adjacent to the taxiways. The public will be allowed to enter through the (2) gates beginning at 8:00AM. The event will end at 4:00PM. Paid public parking will be permitted on airport property however there will be reserved parking behind the Airport Administration Building for the handicapped, event sponsors and VIPs. Portable restrooms will also be rented and situated along the edge of the ramps. A large dumpster and trash receptacles will also be rented. Portable restrooms, dumpster, and trash receptacles will be removed by noon on Sunday, May 19, 2024.

##### **2) Vendors:**

Up to thirty vendors including food, merchandise and activities will be located on site. Grass Valley Chamber of Commerce plans to sell beer and wine, at one location. A list of vendors and their proof of insurance will be provided as soon as possible or by May 10, 2024. All food vendors must show compliance with N.C. Environmental Health Dept. regulations before being accepted as participants.

##### **3) Flying Activities:**

A flying schedule is being produced consisting of fly-bys of various types of aircraft and airplane rides all to be flown over the runway which will be secured from public access. Demonstrations of fire-fighting aircraft including a helicopter may be conducted by the CDF / USFS Air Attack Base which is also holding an open house during the event. There will be no hired performers or aerobatic shows of any kind. There will be a dedicated FAA-trained civilian UNICOM radio monitor to help ensure the orderly arrival, departure and demonstration passes of all aircraft.

##### **4) Security:**

Security and emergency services coverage will be expanded to handle an estimated attendance of 3,500 to 4,500 attendees.

##### **5) Insurance:**



GEFA shall have liability insurance to cover the event. Vendors are being asked to provide proof of additional coverage and to name County of Nevada as additionally insured. A complete list will be added when it becomes available.

## EXHIBIT B

### INSURANCE REQUIREMENTS

**Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as:

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, 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.

**Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor 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 Contractor'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 25, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Umbrella or Excess Policy:** the Contractor 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. 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 Contractor's primary and excess liability policies are exhausted.
- (iv) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

- (v) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor 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 County has received a waiver of subrogation endorsement from the insurer.
- (vi) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vii) **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
- (viii) **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 County.
- (ix) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: (***note – should be applicable only to professional liability***)
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (x) **Verification of Coverage** Contractor shall furnish the County 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 County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- (xi) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xii) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xiii)
- (xiv) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xv) **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (xvi) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator

## 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 3, 2024

\_\_\_\_\_  
Date

Robin Galvan Davies  
Grass Valley Chamber of Commerce

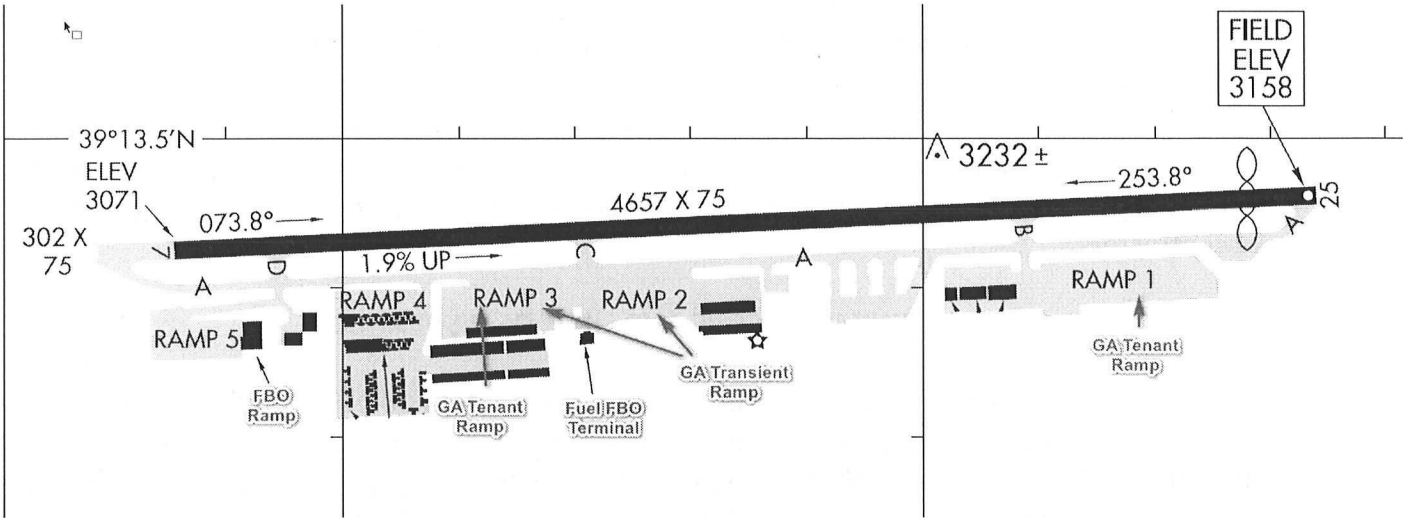
\_\_\_\_\_  
Signature

\_\_\_\_\_  
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 to 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