

LICENSE AGREEMENT NEVADA COUNTY AIRPORT [FLY-IN 2024]

This License Agreement ("License" or "Agreement") is entered into on the 14th 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 Licenser 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 the 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