



Humboldt County
3561 Boeing Avenue
McKinleyville, CA 95519
707.839.5401

Non-Commercial Aircraft Storage License Agreement

Humboldt County

Airport Full Name (Identifier)

MONTH , 20



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LICENSE AGREEMENT

This Aircraft Storage License (herein referred to as this "License") is made and entered into this [] day of [] MONTH, 20[] by and between the Humboldt County (herein referred to as "Licensor" or "County"), a political subdivision of the State of California (herein referred to as the "State") by and through its Department of Aviation and [] Licensee Full Name, a [] State corporation (herein referred to as "Licensee"). Licensor and Licensee may herein be referred to individually as a "Party" or collectively as the "Parties".

Defined Words and Acronyms – This License incorporates, by reference the defined words and acronyms identified in Appendix A and are capitalized whenever used herein. Words or acronyms that are not defined or identified shall be construed consistent with common meaning or as generally understood and/or accepted.

1. LICENSEE INFORMATION

Licensee Name: _____

BILLING ADDRESS

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone Number: (____) ____ – _____ Alternative Phone Number: (____) ____ – _____

Email Address: _____

MAILING ADDRESS

Address: _____

City: _____ State: _____ Zip: _____

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: _____

Primary Phone Number: (____) ____ – _____ Alternative Phone Number: (____) ____ – _____

AIRCRAFT INFORMATION

Registration Number: _____

Make and Model: _____

AIRCRAFT LEGAL OWNER(S) INFORMATION

Owner Name 1: _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone Number: (____) ____ – _____ Alternative Phone Number: (____) ____ – _____

Email Address: _____

1.1. The Licensor hereby grants to Licensee a revocable license to store the aircraft identified in Section 1. Licensee Information of this License within the Premises identified in Section 2. Premises of this License located at Airport Full Name (herein "Airport").

1.2. No bailment is created by this License.

2. PREMISES.

2.1. Tiedown or T-Hangar Location, [] (herein "Premises")



- 2.2. Relocation. The Licensor retains the right to change the location of the Premises to be used pursuant to this License for the following reasons, including but not limited to, construction, safety, flooding, natural disasters, aircraft access, and other similar purposes.
- 2.3. Additional Improvements. No improvements or modifications shall be made to the Premises by Licensee.
- 2.4. Inspection. Licensee warrants and represents that it has carefully and completely examined and inspected the Premises and fully understands its responsibilities and obligations with respect to the Premises and this License.

3. TERM.

- 3.1. Term. The Term of this License shall commence on [DATE] and shall continue month-to-month until terminated either by the Licensee or the Licensor as provided in this License.
- 3.2. Expiration or Termination of Term. Licensee shall, at the expiration of the term of this License, or upon its earlier termination, surrender the Premises in the same condition as it was at the commencement date of this License absent reasonable wear and tear.

4. LICENSE, FEES AND OTHER CHARGES.

- 4.1. Monthly License Fee. The monthly license fee for the Premises shall be \$ [REDACTED] plus \$20.00 per month for electrical service unless unit is individually metered.
- 4.2. Annual Adjustments. Throughout the original term and any renewal term, the annual license fee shall be adjusted on an annual basis between each Rent/Fee Study (defined herein) in compliance with the Consumer Price Index (CPI). The CPI shall mean the West Region Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor, Bureau of Labor Statistics.
 - If a substantial change is made in the method by which the CPI is determined, the CPI shall be adjusted to the figure that would have resulted had no change occurred in the manner of determining the CPI. If the CPI (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information previously used in determining the CPI shall be used instead of the CPI.

Data for the 12-month period prior to the first day of the calendar year prior to this Agreement (January 1, 20 [REDACTED]) shall be utilized as the base year (which shall be equal to 100). All license fees shall be adjusted using the percentage change in the CPI, which shall be calculated using the following formula: CPI (at the time of adjustment) minus CPI (at the time of the last adjustment) divided by CPI (at the time of the last adjustment). In no event shall license fee be adjusted less than the license fee paid during the immediately preceding year.

- 4.3. Rent/Fee Study Adjustments. The annual license fee shall be adjusted every fifth (5th) year and every five (5) years thereafter to the original Rent/Fee Study Market Rent. Adjustments shall be made based on the findings of a Rent/Fee Study in accordance with the County's aeronautical Market Rent adjustment schedule (beginning in Calendar Year 2021) and outlined in Appendix B – Rent/Fee Study.
- 4.4. Fees and Other Charges. Licensee shall pay the fees and other charges identified in the Airport's License Fees and Fees Schedule to Licensor when due and owing, which are subject to change from time to time in compliance with the County's License Fee and Fees Schedule.
- 4.5. Payments. Payment of license fees, and other charges shall be made promptly without notice or demand, in legal tender of the United States of America.
 - 4.5.1. Payment of fees and other charges shall be made by Licensee to Licensor in advance, on or before the 1st day of each month promptly without notice or demand, in legal tender of the United States of America.



4.5.2. In addition to the payment of license fee outlined in Section 4.5.1. of this Agreement, payment from Licensee shall include the prorated cost of the Rent/Fee Study outlined in Appendix B which shall not exceed \$100.00 per month.

Rent/Fee Study Example-2027		
Total Licensees	Total Rent/Fee Study Cost	Cost Per Month to Each Licensee
110	\$12,000	Month 1-\$100
		Month 2-\$9.09
		Month 3 and Beyond \$0.00 (Until next Rent/Fee Study)

4.5.3. Payment of fees and other charges shall be made by Licensee to Licensor monthly on or before the 1st day of each month for the month. Payment is considered late if not received by Licensor by the 10th day of the month, at which point late fees will begin to accrue.

4.5.4. Payments shall be made by check or money order, payable to: Humboldt County Department of Aviation. Payment will include on the memo line the following information: Month, Year, and Hangar Number. Payments shall be delivered or mailed to: Humboldt County Department of Aviation, Attn: Administration, 3561 Boeing Avenue, McKinleyville, CA 95519 or to such other location as may be directed in writing by Licensor. Payments shall be made without any abatement, deductions, reductions, offsets, or counterclaims of any kind. The fee for any partial month shall be prorated.

4.6. Security Deposit. Prior to taking possession of the Premises, Licensee shall deposit (and keep on account throughout the term of this License) with Licensor a security and damage deposit (herein "Security Deposit") in the amount of equivalent to the Monthly License Fee as security for the return of the Premises at the expiration of the term of the License in as good condition as when Licensee took possession of the Premises, reasonable wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this License.

4.6.1. The Security Deposit may also be used in the event of termination of this License. The Parties agree that the Security Deposit may be used to cure any default or breach of this License without prejudice to any other remedies available to Licensor and that Licensor may increase the Security Deposit in the event of default or breach. In no event shall the Security Deposit be used to cover the last's month license fee.

4.6.2. The Parties agree that the Security Deposit shall be increased in proportion to any increases in license fees, or other charges.

4.7. Late Charges. A late charge (as identified in the Airport's License Fees and Fees Schedule) shall be automatically added to any fees or other charges not received by Licensor by the close of business ten (10) calendar days after due and owing. A twenty percent (20%) late charge for the original monthly license fee amount due shall be imposed for each thirty (30) calendar day period payment remains due and owing. Late charges shall become part of the fees and other charges due and owing to Licensor, but shall not compound with the outstanding amount in future calculation of late charges.

4.7.1. In addition to late charges, Licensor shall be entitled to interest at the State of California judgment rate plus all costs and expenses incurred by Licensor to collect (or attempt to collect) amounts past due, including without limitation, attorney and court fees, costs, and expenses.

4.8. Bounced Check Fee. If Licensee's check is returned to Licensor by the bank as non-payable for any reason, Licensee will pay an additional charge of Fifty Dollars (\$50.00) for each returned check. If a check is returned, for purposes of calculating late charges or events of default, it will be as if payment represented by the check had never been made.



5. USE OF PREMISES.

5.1. Permitted Uses and Activities (General). This License grants Licensee the right and privilege to use the Premises for the sole purpose of storing the aircraft identified herein. The Premises may not be used for any other purposes without Licensor's prior written consent, which consent may be withheld in the sole and absolute discretion of Licensor.

5.2. Prohibited Uses and Activities.

- 5.2.1. Licensee shall not occupy and/or use the Premises to engage in Commercial Activities.
- 5.2.2. Licensee agrees not to occupy and/or use the Premises contrary to this License or any Legal Requirement (including the Federal Aviation Administration's (herein referred to as the "FAA") Policy on Non-Aeronautical Use of Airport Hangars).
- 5.2.3. Licensee shall not create, cause, maintain, or permit any public or private nuisance or waste in, on, or about the Premises, or permit or allow the Premises to be occupied or used for any unlawful purpose.
- 5.2.4. Licensee shall not do or permit to be done anything in any manner which unreasonably disturbs the users of neighboring properties either on or off the Airport. Specifically, and without limiting the above, Licensee agrees not to cause any nuisance, including, but not limited to unreasonable odor, noise, vibration, power emission, or other item to emanate from the Premises and/or interfere with other licensee use of Premises
- 5.2.5. Licensee shall not allow materials or articles of any nature to be stored outside of the Premises. For example, parking vehicles, equipment, and/or materials outside of Hangar Premises that could impede another licensee from moving their aircraft and/or creates a potential Foreign Object Debris (FOD) hazard to other aircraft and/or licensees is not allowed. These aforementioned situations are provided only an example and is not intend to encompass all possible scenarios.
- 5.2.6. Licensee shall not use the Premises in a manner that increases the risk of fire or damage of the Premises thereon and/or increases the existing rates for or cancellation of fire, liability, or other insurance policies insuring the Premises thereon.

5.3. Hangar Rules and Regulations.

- 5.3.1. Use of Hangar shall conform with Title 14 CFR, Chapter I [Docket No. FAA 2014-0463], 79 CFR 42483, FAA Policy on the Non-Aeronautical Use of Airport Hangars, as maybe amended from time-to-time.
- 5.3.2. Motor vehicles may be temporarily stored in the Hangar while licensee is engaging in aviation activities so long as they do not interfere with the movement of the permitted aircraft. At no point are vehicles allowed to be parked outside the licensed hangar, except when pulling aircraft in/out hangar except in areas approved in writing by the Director of Aviation.
- 5.3.3. With the exception of minor preventative aircraft Maintenance as defined in Title 14 CFR, Part 43, aircraft Maintenance shall not be performed in the Hangar, unless explicitly permitted by Licensor and Licensee's A&P license.
- 5.3.4. Maintenance of aircraft fuel systems inside of Hangar is prohibited.
- 5.3.5. Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable Legal Requirements.



- 5.3.6. Aircraft shall be stored completely within in the Hangar and shall not block a Taxiway, Taxilane or obstruct access to other Hangars, aircraft, Vehicles, doors or gates except for temporary staging and/or Fuel Handling.
- 5.3.7. Licensee shall keep the Hangar and the area immediately adjacent thereto in good repair. Licensee is obligated to keep the hangar door track clear of moss, debris, and/or other materials.
 - 5.3.7.1. If Licensee requests the Humboldt County Department of Aviation Operations Team (Operations Team) clear the hangar door track, or if Licensee’s failure to keep the hangar door track clear necessitates the Operations Team to clear the hangar door track, Licensor will charge Licensee an hourly burden rate for actual staff time and mileage based on the State of California’s standard mileage rate.
 - 5.3.7.2. If Licensee operates the hangar door with a track that is not free and clear of debris, thereby causing damage to the hangar door, tracks, wheels, and/or any other components of the hangar door, Licensee will then be responsible for maintenance costs incurred by Licensor to complete repair(s). These costs include, but are not limited to: Licensee staff time, materials, contractor costs, a ten percent (10%) Administrative Fee, and/or any other costs associated with the repair(s).
- 5.4. Compliance. Licensee’s occupancy and use of the Premises and the Airport is subject to the following requirements:
 - 5.4.1. As may be promulgated and/or amended from time to time, Licensee shall comply with all Legal Requirements including (a) the Airport Sponsor Assurances (herein referred to as the “Assurances”); (b) the FAA’s regulations, obligations, and guidance; (c) the Licensor’s policies, standards, rules, regulations, and directives including applicable local governance previously adopted by the Board of Supervisors; (d) applicable zoning, building, fire, and safety codes; (e) and all other Legal Requirements of any Agency having jurisdiction.
 - 5.4.2. If any provision of this License is found to be in conflict with any other section of this License, the provision that establishes the higher or stricter standard shall prevail. Additionally, Licensor may modify this License to resolve the conflict.
 - 5.4.3. Any violation of (or failure to comply with) Section 5.3.1. of this License shall be construed as a default or breach of this License and Licensee shall immediately notify Licensor of the alleged violation and describe the action(s) being taken to resolve it.
 - 5.4.4. Licensor may deny access, consistent with Legal Requirements, to the Airport or the Premises to Licensee or its representatives, guests, or any other entity for any violation of (or failure to comply with) Section 5.3.1. of this License. Licensee will be required to contact Licensor to coordinate retrieval of personal belongings inside the Premises.
 - 5.4.5. Licensee shall have no more than thirty (30) days from termination of this License and/or permanent vacation of the premises in which to retrieve their personal belongings. Any personal belongings that remain on premise after the expiration of thirty (30) days shall be forfeited and deemed in possession and the property of Licensor who shall dispose of such property in a manner Licensor deems appropriate.
 - 5.4.6. Licensee shall pay any penalties, fines, costs, and expenses, including Licensor’s attorney’s fees, for any violation of (or failure to comply with) Section 5.3.1. of this License. If penalties or fines are levied against Licensor or costs or expenses are incurred by Licensor relating to Licensee’s violation of (or failure to comply with) Section 5.3.1. of this License, Licensee shall pay Licensor one hundred twenty-five percent (125%) of the penalty, fine, cost, or expense.



6. LICENSEE’S RIGHTS AND PRIVILEGES.

- 6.1. Use of the Airport. Licensee is allowed to use the Airport and its appurtenances together with all Public Areas and facilities, in common with Licensor and others, on a non-exclusive basis and subject to the terms and conditions of this License. Licensee shall be liable and shall reimburse Licensor for all costs and expenses incurred by Licensor for the repair of any damage caused by Licensee to the Airport and its appurtenances and/or Public Areas or facilities at the Airport, excluding ordinary and reasonable wear and tear.
- 6.2. Ingress and Egress. Licensee, its representatives and guests, shall have the right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, Licensor shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised.
- 6.3. Quiet Enjoyment. Subject to the terms and conditions of this License, Licensee shall peacefully and quietly have, hold, and enjoy the Premises free from hindrance or interruption by Licensor. Licensee agrees temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with Licensor’s construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this Section.
- 6.4. Other.
 - 6.4.1. Unless otherwise stated in this License, Licensee’s rights and privileges are limited strictly to the Premises, no other rights or privileges are being granted by Licensor to Licensee for any other premises at the Airport or any other properties owned or licensed by Licensee.
 - 6.4.2. Unless otherwise stated, this License does not: (a) modify any other Licenses between the Parties or (b) extend any rights or privileges to Licensee in any other Licenses between the Parties.

7. LICENSOR’S RIGHTS AND PRIVILEGES.

- 7.1. Licensor’s Rights. Licensor reserves the following rights:
 - 7.1.1. Nothing contained in this License shall be construed, in any way, to limit the use of the Airport by Licensor, or its employees, agents, contractors, or officers, including, but not limited to the police department or sheriff’s office, fire prevention or suppression agency, the FAA, or other Agencies performing official duties at the Airport.
 - 7.1.2. Licensor reserves the right to designate specific areas of the Airport to be used for specific purposes and/or engaging in specific activities.
 - 7.1.3. Licensor reserves the right to develop and make any improvements, repairs, restoration, or replacement on, at, or to the Airport it deems necessary. Licensor will provide advance notice of the date and time of such projects. Licensor shall not be obligated or required to reimburse or compensate Licensee or any other entities for any cost and/or expense incurred, for any revenue lost, or for any inconvenience that may result from, arise out of, or be associated in any way with such projects.
 - 7.1.4. Licensor (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or property at the Airport resulting from, caused by, arising out of, or associated in any way with any acts of nature, natural disasters, or illegal activity.
 - 7.1.5. During time of war or national emergency, Licensor shall have the right to enter into an agreement with the United States Government for military use of part or all of the Airport and its facilities. If any such agreement is executed, this License, insofar as the License may be



inconsistent with the agreement between Licensor and the United States Government, shall be suspended, without any liability to Licensor.

- 7.1.6. Licensor will not waive any sovereign, governmental, or other immunity to which Licensor may be entitled.
- 7.1.7. Licensor will not submit to the laws of any state other than those of the State of California.
- 7.1.8. Licensor is under no obligation to obtain or provide financing or funding, make any improvements to the Airport, and/or facilitate any development proposed by Licensee or others.
- 7.1.9. Licensor reserves the right to take such actions as it may deem necessary to protect the safety and security of the public and the integrity of applicable local governance previously adopted by the Board of Supervisors or FAA regulations.
- 7.1.10. Licensor shall have no responsibility or liability to furnish any services to Licensee; however, Licensee may request the provision of services, and, if agreed upon, shall pay Licensor the amount of compensation agreed upon by the Parties.
- 7.1.11. Nothing contained in this License shall be construed, in any way, as restricting or limiting the powers of Licensor to fully exercise its governmental functions and/or authority or fulfill its obligations under the Assurances (or any bond covenants) or comply with applicable Legal Requirements.

7.2. Licensor’s Privileges. Licensor shall have the following privileges:

- 7.2.1. Normal Access to the Premises. Licensor, and Licensor’s designated agents, representatives, or employees, shall have the right to enter in, upon, or under the Premises at reasonable times, upon not less than twenty-four (24) hours prior notice to Licensee, for reasonable purposes (e.g., (a) to ensure Licensee’s compliance with the terms and conditions of this License including, but not limited to, Section 6.3.1. of this License, (b) other lawful acts that may be necessary to protect Licensor’s interest in the Premises under this License, (c) to perform Licensor’s duties under this License, etc.).
- 7.2.2. Emergency Access to the Premises. Licensor, and Licensor’s designated agents, representatives, or employees, shall have the right to enter the Premises at any time in the event of an apparent or actual emergency (e.g., fire, flood, or failure of the Premises or utility, etc.).
- 7.2.3. Performance of Acts. All acts performable under this License by Licensor may, at the option of Licensor and without right of objection by Licensee, be performed by a representative of Licensor.
- 7.2.4. Exercising Rights or Privileges. No exercise of any rights or privileges reserved by Licensor shall be deemed or construed, in any way, as grounds for any abatement of license fees, or other charges nor serve as the basis for any claim or demand for damages of any nature whatsoever.

8. LICENSEE’S OBLIGATIONS.

- 8.1. Conduct. Licensee shall be responsible for the conduct of its guests, invitees, and/or agents on the Premises. Licensee and said guests, invitees, and agents shall not be intoxicated, unruly, belligerent, or otherwise mentally or physically impaired while at Premises. Upon receipt of a complaint, Licensee shall take action to immediately resolve the complaint. Licensee shall cooperate with Licensor, its representatives or Agencies in dealing with conduct complaints and/or emergencies on the Premises and at the Airport.



8.2. Disturbance. Licensee agrees that it will not in any manner interfere with aircraft operations or create a hazard to aircraft, other Licensees, or the public. Licensee shall prevent escape of hazardous fumes, odors, smoke, gas, or other hazardous substances from the Premises (or cause or permit to be caused any act that would adversely affect the environment).

8.3. Taxes, Assessments, Levies, Fees, and Other Charges. Licensee shall pay and discharge all taxes, assessments, levies, and other fees (herein referred to as "Taxes"), when due and owing, on or before the last day on which payment may be made without penalty or interest, without offset or abatement, whether general or special, ordinary or extraordinary, charged by any government or quasi-governmental entity during the Term that are assessed against the Premises or arise because of the occupancy, use, or possession of the Premises.

8.4. Utilities. Licensee shall pay all fees and charges due and owing for all utilities serving the Premises.

9. REQUIRED FAA CLAUSES.

9.1. Introduction. Licensee acknowledges that Licensor is subject to Assurances associated with United States Government grant agreements as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to, and agrees to be bound by, the following covenants provided by the FAA as they may apply to Licensee.

9.2. Non-Exclusive Use.

9.2.1. This License and all of the provisions hereof shall be subject to whatever right the United States Government has now or may have in the future or may acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States Government during the time of war or national emergency. If any such agreement is executed, the terms and conditions of this License shall be subordinate to the provisions of any agreement between Licensor and the United States relative to the Airport.

9.2.2. It is clearly understood by Licensee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own Employees (including but not limited to, fueling, maintenance, and repair) that it may choose to perform.

10. DEFAULTS AND REMEDIES.

10.1. Defaults. In addition to the defaults and breaches identified throughout this License, the occurrence of any one (1) or more of the following events or occurrences shall constitute a material breach of this License by Licensee and, after expiration of any applicable grace period, shall constitute an event of default (herein referred to as an "Event of Default"):

10.1.1. The voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise.

10.1.2. The making by Licensee of any general arrangement or assignment for the benefit of creditors; Licensee's becoming a "debtor" as defined in 11 USC §101 or any successor statute thereto (unless, in the case of a petition filed against Licensee, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets located at or on the Premises or of Licensee's interest in this License where possession is not restored to Licensee within thirty (30) calendar days; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at or on the Premises or of Licensee's interest in this License, where such seizure is not discharged within ten (10) calendar days.

10.1.3. The abandonment by Licensee of the Premises as defined by State of California Civil Code.



- 10.1.4. The dispossession of Licensee from the Premises (other than by Licensor) by process of law or otherwise.
- 10.1.5. The transfer of Licensee's interest herein by other operation of law.
- 10.1.6. Licensee becomes in arrears in the payment of fees or other charges required to be made by Licensee hereunder, as provided in this License, where such failure shall continue for a period of ten (10) business days after written notice thereof from Licensor to Licensee. In the event Licensor serves Licensee with a Notice to Pay Fees or Quit pursuant to applicable Unlawful Detainer statutes, such notice shall satisfy the requirements of this subparagraph.
- 10.1.7. The falsification by Licensee of any of its records so as to deprive Licensor of any of its rights, privileges, license fees, or other charges under this License or any other agreement between the Parties.
- 10.1.8. The failure by Licensee to observe or perform any of the terms and conditions of this License or any other agreement between the Parties in any material respect, which by its nature Licensee has no capacity to cure.
- 10.1.9. The failure by Licensee to observe or perform any of the terms and conditions of this License or any other agreement between the Parties in any material respect where such failure shall continue for a period of ten (10) calendar days after written notice thereof from Licensor to Licensee; provided, however, that if the nature of Licensee's default is such that more than three (3) calendar days are reasonably required for its cure, then Licensee shall not be deemed to be in default if Licensee commenced such cure within said three (3) calendar day period and thereafter diligently prosecutes such cure to completion.
- 10.1.10. The sale, assignment, or transfer or the attempted sale, assignment, or transfer of this License or any portion thereof. This shall include any attempt by Licensee to grant a sublicense to another not approved by Licensor.
- 10.1.11. Any default or breach of this License shall constitute a default or breach by Licensee of all other agreements between the Parties, as limited through Licensor's Department of Aviation.
- 10.2. Remedies. In the Event of Default by Licensee, Licensor may at any time thereafter, following any notice required by statute, and without limiting Licensor in the exercise of any right or remedy at law or in equity which Licensor may have by reason of such Event of Default:
 - 10.2.1. Terminate Licensee's right to use the Premises by any lawful means, in which case this License shall terminate and Licensee shall immediately and peacefully surrender the Premises to Licensor in the same condition as when received, with the exception of ordinary and reasonable wear and tear.
 - 10.2.2. In the event of termination, Licensor shall be entitled to recover from Licensee all damages incurred by Licensor by reason of Licensee's Event of Default including but not limited to: (a) the cost of recovering the Premises; (b) reasonable attorneys' and court fees, costs, and expenses; (c) the worth at the time of the award of the unpaid fees or other charges that had been earned at the time of termination of this License; (d) the fees, costs, and expenses associated with the removal, storage, and/or disposal of personal property from the Premises at Licensee's sole risk, cost, and expense and without any liability to Licensor for resulting damage; and (e) the worth at the time of award of the amount by which the unpaid fees and other charges for the balance of the term after the time of such award exceeds the amount of such license fee loss for the same period that Licensee proves could be reasonably avoided.
 - 10.2.3. As used in Section 10.2.2. of this License, the worth at the time of award is computed by allowing interest at the rate of five percent (5%) per annum.



- 10.2.4. Maintain Licensee's right to use the Premises, in which case this License shall continue in effect whether or not Licensee shall have abandoned the Premises. In such event, Licensor shall be entitled to enforce all of Licensor's rights and remedies under this License, including the right to recover fees and other charges as they become due hereunder.
- 10.2.5. Pursue any other remedy now or hereafter available to Licensor under the laws or judicial decisions of the State of California. Licensor shall have all remedies provided by law and equity.
- 10.3. Non-Performance or Delay Default. No failure to perform or delay in performance which is caused by any war, national emergency, act of nature, or natural disaster shall be deemed an event of default or breach.
- 10.4. Continuing Obligations. No termination shall relieve Licensee of the obligation to deliver and perform any outstanding requirements and Licenses prior to the effective date of the termination and/or continue to be liable under this License.

11. TERMINATION BY LICENSEE.

- 11.1. If Current, in Good Standing, and if the Premises are in good condition and subject to providing written notice to Licensor, Licensee may terminate this License after the occurrence of one or more of the following events:
 - 11.1.1. Permanent abandonment or closure of the Airport;
 - 11.1.2. The lawful assumption by the United States Government, or any authorized Agency of the operation, control, use, or occupancy of the Airport, or any substantial part or parts thereof, in such manner as to substantially restrict Licensee from conducting the uses or Activities authorized in this License for a period of at least fifteen (15) calendar days; and
 - 11.1.3. The default or breach by Licensor of any of the terms and conditions of this License required to be performed by Licensor and the failure of Licensor to remedy such default or breach for a period of ten (10) calendar days after receipt from Licensee of written notice or if unable to be cured within ten (10) days provided the Licensor commences repairs and diligently pursues.

12. WAIVER.

- 12.1. Waiver by Licensor of one (1) or more term or condition of this License or any default or breach of a term or condition of this License shall not be construed as or constitute a waiver of any other term or condition of this License or subsequent default or breach. The subsequent acceptance by a Party of the performance of any term or condition of this License by another Party shall not be deemed to be a waiver of any term or condition of this License.
- 12.2. The exercise of any remedy, right, option, or privilege hereunder by Licensor shall not preclude Licensor from exercising the same or any and all other remedies, rights, options, and privileges hereunder and Licensor's failure to exercise any remedy, right, option, or privilege at law or equity, or otherwise which Licensor may have, shall not be construed as a waiver.
- 12.3. Failure on the part of Licensor to enforce any of the terms and conditions of this License shall not be construed as or constitute a waiver or a relinquishment of the right to enforce such terms and conditions.
- 12.4. The acceptance by Licensor of any payment of fees or other charges shall not be construed as or constitute a waiver by Licensor of any default or breach by Licensee of any condition, obligation, privileges, or License contained herein and shall not be construed as or constitute a waiver of Licensor's right to terminate this License.



12.5. Licensee waives any claims against Licensor for loss of anticipated profit in any suit or proceeding involving this License or any part thereof.

13. HAZARDOUS MATERIALS.

13.1. Survival Past Termination. The provisions of this Section 13, which govern Licensee’s obligations with regard to Hazardous Materials (defined herein) shall survive the expiration of or early termination of the License.

13.2. Hazardous Materials Defined. The term “Hazardous Materials” shall mean any toxic or hazardous substance, material, or waste; pollutant or contaminant; or infectious or radioactive material, including but not limited to, those substances, materials, or wastes regulated now or in the future under any of the following Legal Requirements and any and all of those substances included within the definitions of “hazardous substances”, “hazardous waste”, “hazardous chemical substance or mixture”, “imminently hazardous chemical substance or mixture”, “toxic substances”, “hazardous air pollutant”, “toxic pollutant”, or “solid waste” in the (a) CERCLA or Superfund as amended by SARA, 42 U.S.C. Sec. 9601 et seq., (b) RCRA, 42 U.S.C. Section 6901 et seq., (c) CWA., 33 U.S.C. Section 1251 et seq., (d) CAA, 42 U.S.C. 78401 et seq., (e) TSCA, 15 U.S.C. Section 2601 et seq., (f) The Refuse Act of 1899, 33 U.S.C. Sec. 407, (g) OSHA, 29 U.S.C. 651 et seq. (h) Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., (i) USDOT Table (40 CFR Part 302 and amendments) or the EPA Table (40 CFR Part 302 and amendments), (j) California Superfund, California Health & Safety Code Section 25300 et seq., (k) California Hazardous Waste Control Act, California Health & Safety Code Section 25100 et seq., (l) Porter-Cologne Act, California Water Code Section 13000 et seq., (m) Hazardous Waste Disposal Land Use Law, California Health & Safety Code Section 25220 et seq., (n) Proposition 65, California Health and Safety Code Section 25249.5 et seq., (o) Hazardous Substances Underground Storage Tank Law, California Health & Safety Code Section 25280 et seq., (p) California Hazardous Substance Act, California Health & Safety Code Section 28740 et seq., (q) Air Resources Law, California Health & Safety Code Section 39000 et seq., (r) Hazardous Materials Release Response Plans and Inventory, California Health & Safety Code Sections 25500-25541, (s) TCPA, California Health and Safety Code Sections 25208 et seq., and (t) regulations promulgated pursuant to said Legal Requirements or any replacement thereof, or as similar terms are defined in the federal, state, and local Legal Requirements. Hazardous Materials shall also mean any and all other substances, materials, and wastes which are, or in the future become, regulated under applicable federal, state, or local Legal Requirements for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any federal, state, or local Legal Requirement or by common law decision, including without limitation: (a) trichloroethylene, tetracholoethylene, perchloroethylene, and other chlorinated solvents; (b) any petroleum products or fractions thereof; (c) asbestos, (d) polychlorinated biphenyls; (e) flammable explosives; (f) urea formaldehyde; and (g) radioactive materials and waste.

13.3. Compliance Regarding Hazardous Materials.

13.3.1. Licensee shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in, on, under, around, or about the Premises.

13.3.2. Licensee shall comply and cause all occupants of the Premises to comply, with all Legal Requirements governing or applicable to Hazardous Materials as well as the recommendations of any qualified environmental engineer or other expert which apply or pertain to the Premises. Licensee acknowledges that Hazardous Materials may permanently and materially impair the value and use of the Premises.

13.3.3. Licensee shall not allow the installation, release or storage of Hazardous Materials in, on, under or from the Premises. For the purposes of this provision, a release shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of Hazardous Materials.



- 13.4. Termination of License. Licensor shall have the right to terminate the License in Licensor's sole and absolute discretion in the event that: (a) any anticipated use of the Premises involves the generation or storage, use, treatment, disposal, or release of Hazardous Materials in a manner or for a purpose prohibited or regulated by any Agency, authority, or Hazardous Materials Legal Requirements; (b) Licensee has been required by any lender or Agency to take remedial action in connection with Hazardous Materials contaminating the Premises, if the contamination resulted from use of the Premises; or (c) Licensee is subject to an enforcement order issued by any Agency in connection with the release, use, disposal, or storage of a Hazardous Materials on the Premises, if the contamination resulted from use of the Premises.
- 13.5. Hazardous Materials Indemnity. Licensee shall indemnify, defend (by counsel reasonably acceptable to Licensor in the exercise of its reasonable judgment), protect, and hold Licensor harmless from and against any and all claims, liabilities, actions, foreseeable and unforeseeable consequential damages, penalties, forfeitures, losses, costs, and/or expenses, including without limitation, diminution in value of the Premises or Improvements, damages for the loss or restriction on use of the licenseable or usable space or of any amenity of the Premises, damages arising from any adverse impact or marketing of the Premises and sums paid in settlement of claims, response costs, cleanup costs, site assessment costs, attorneys' fees, consultant and expert fees, judgments, administrative rulings or orders, fines, costs of death of or injury to any person, or damage to any property whatsoever (including, without limitation, groundwater, soil, soil vapor, sewer systems, and atmosphere), arising from, caused, or resulting, either prior to or during the License term, in whole or in part, directly or indirectly, by the presence or discharge in, on, under, around, or about the Premises (by Licensee, Licensee's agents, employees, licensees, or invitees or at Licensee's direction, of Hazardous Materials, or by Licensee's failure to comply with any Hazardous Materials Legal Requirements, whether knowingly or by strict liability. For purposes of the indemnity provided herein, any acts or omissions of Licensee or its employees, agents, customers, sub-Licensees, assignees, contractors, or subcontractors of Licensee (whether or not they are negligent, intentional, willful, or unlawful) shall be strictly attributable to Licensee. Licensee's indemnification obligations shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary Hazardous Materials management plan, investigation, repairs, cleanup, remedial, removal, restoration, detoxification, or decontamination of the Premises, and the presence and implementation of any closure, remedial action or other required plans. In the alternative, Licensor may elect to conduct its own defense at the expense of Licensee.
- 13.6. Notice Regarding Hazardous Materials.
- 13.6.1. Licensee shall promptly notify Licensor if it knows, suspects or believes, there may be any Hazardous Materials in, on, under, around, or about the Premises, or in the soil, groundwater, or soil vapor on or under the property, or that Licensee or the Premises may be subject to any threatened or pending investigation by any Agency under any Legal Requirements pertaining to any Hazardous Materials.
- 13.6.2. Licensee shall give written notice to the Licensor within ten (10) business days of receipt of such knowledge or cause for belief. Provided, however, if Licensee knows, or has reasonable cause to believe that such Hazardous Materials is an imminent and substantial danger to public health and safety, Licensee shall notify the Licensor immediately upon receipt of this knowledge or belief and shall take all acts necessary to alleviate such danger. Licensee will notify the Licensor immediately of any notice of violation received or initiation of environmental action or private suits relative to the Premises.
- 13.7. Site Visits, Observations, and Testing. Licensor and its agents and representatives shall have the right at any reasonable time to enter and visit the Premises for the purposes of observing the Premises, taking and removing solid or groundwater samples, and conducting tests on any part of the Premises. Such entry shall be during normal business hours except for emergencies. Licensor is under no duty, however, to visit or observe the Premises or to conduct tests. No site visit, observation or testing by Licensor shall result in a



waiver of any default of Licensee or impose any liability on Licensor. In no event shall any site visit, observation, or testing by Licensor be a representation that Hazardous Materials are or are not present in, on, under, around, or about the Premises, or that there has been compliance with any Legal Requirement pertaining to Hazardous Materials or any other applicable Legal Requirement. Neither Licensee nor any other party is entitled to rely on any site visit, observation, or testing by Licensor. Licensor shall not be obligated to disclose to Licensee or any other party any report or finding made as a result of, or in connection with, any site visit, observation or testing by Licensor. In each instance, Licensor shall give Licensee reasonable notice before entering the Premises or any other place Licensor is permitted to enter under this Section. Licensor shall make reasonable efforts to avoid interfering with Licensee's occupancy and use of the Premises or any other property in exercising any right provided in this Section.

13.8. Right to Perform Tests. At any time prior to the termination of the License, Licensor shall have the right to enter upon the Premises in order to conduct tests of water and soil.

14. RESERVATION OF AVIGATIONAL EASEMENT.

14.1. Avigation Easement. Licensor hereby reserves to itself and its successors and assignees, for the use and benefits of the public, a right of avigation over the Premises for the passage of aircraft landing at, taking off, or operating from the Airport.

14.1.1. This grant of easement shall not operate to deprive the Licensor, its successors or assigns of any rights which may from time to time have against any aircraft owner or operator for negligent or unlawful operation of aircraft.

14.2. Licensee's Assumption of Risk. As between Licensee and Licensor, Licensee agrees to voluntarily assume all risk of loss, damage, or injury to the person and property of Licensee (including the right of Licensee to occupy the Premises), its agents, contractors, directors, and officers, in or about the Airport or the Premises which may be caused by or arise or occur in any manner from the operation, storage, or maintenance of aircraft at or over the Airport. This provision does not waive Licensee's right against third parties arising from such third parties' action or inaction.

14.3. Waiver and Release. Licensee hereby waives and releases Licensor, its agents, contractors, directors, employees, officers, and representatives, from any and all claims or causes of action which it may now or hereafter have against Licensor, its agents, contractors, directors, employees, officers, and representatives, for any such loss, damage, or injury as it pertains to this reservation of Avigation Easement.

15. INSURANCE.

15.1. Licensee shall obtain aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, and use of the aircraft arising from or related to this License in amounts and limits established by the County. The Licensor, its officers, agents, contractors, volunteers, and employees shall be added as additional insureds. The policy shall be endorsed to state that it shall not be canceled or the limits reduced prior to thirty (30) days written notice being provided to the Licensor. Licensor reserves the right, in its sole discretion to revise these insurance requirements at any time, with thirty (30) days prior written notice to Licensee.

15.2. Licensee shall deposit with the Licensor, on or before the effective date of this License, certificates of insurance necessary to satisfy Licensor that the insurance provisions of this License have been complied with, and to keep such insurance in effect and the certificates therefore on deposit with Licensor during the entire term of this License.

15.3. The procuring of such required policy or policies of insurance shall not be construed to limit Licensee's liability hereunder nor to fulfill the indemnification provision and requirements of this License. Notwithstanding the policy or policies of insurance, Licensee shall be obligated for the full and total amount of any damage, injury, or loss caused by or connected with this License or with use or



occupancy of the Premises, except to the extent caused by the active negligence or willful misconduct of Licensor or Licensor's officers, agents, contractors, volunteers, and employees.

16. HOLD HARMLESS AND INDEMNIFICATION.

16.1. Licensee Indemnification. Licensee shall defend, indemnify, save, protect, and hold harmless Licensor, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse Licensor for) any and all actual or alleged claims, demands, causes of action of any nature, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may be imposed upon, claimed against or incurred or suffered by Licensor and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from Licensor's negligence or willful misconduct: (a) any act, error, omission, or negligence of Licensee or Licensee's partners, officers, directors, agents, employees, invitees, or contractors, (b) any occupation or use, management, or control of the Premises, whether or not due to Licensee or Licensee's own act, error, omission, or negligence (c) any condition created in, on, or about the Premises after the effective date, and (d) any breach, violation, or nonperformance of the Licensee or the Licensee's obligations under this License or any other License between the Parties.

16.1.1. In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State's principles of comparative fault.

16.2. Waiver of Claims. Licensee waives any claims against Licensor for injury to Licensee's business or any loss of income therefrom, for damage to Licensee's property, or for injury or death of any person in or about the Premises, from any cause whatsoever, except to the extent caused by the active negligence or willful misconduct of Licensor or Licensor's officers, agents, contractors, volunteers, and employees.

16.3. Non-Waiver of Protections. Nothing herein shall constitute a waiver of any protection available to Licensor, individually and collectively, and its representatives, officers, officials, employees, agent, and volunteers under the State's sovereign, governmental, or other immunity acts or similar statutory provisions.

17. NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF LICENSOR.

17.1. No official or employee of Licensor shall be personally liable for any default or liability under this License.

18. SUBLICENSING.

18.1. Licensee shall not sublicense any portion of the Premises.

19. SALE, ASSIGNMENT, OR TRANSFER.

19.1. Licensee. Licensee shall not sell, assign, transfer, or hypothecate its interest in the Premises or this License, in whole or in part.

19.2. Licensor. Licensor may sell, assign, transfer, or hypothecate any of its rights hereunder without notice to Licensee.

20. ENCUMBRANCES.

20.1. Licensee shall have no authority, express or implied, to create (or consent to the creation of) any lien, charge, or encumbrance upon the Premises and Licensee shall not permit the Premises to be or become subject to any lien (including mechanic's liens), charge, or encumbrance whatsoever.

21. RELOCATION.



21.1. Licensee understands Licensor has the right to replace the Premises, in whole or in part, with equivalent premises similarly situated at the Airport.

22. SURRENDER PREMISES.

22.1. Upon expiration of the original Term or extension of Term, or earlier termination of this License, Licensee shall promptly vacate, surrender, and deliver possession of the Premises to Licensor. If Licensee fails to do so, Licensor may immediately commence eviction proceedings at its sole discretion.

22.2. Licensee shall return the Premises to Licensor in same condition as when Licensee took possession, ordinary and reasonable wear and tear excepted. Any deterioration or damage caused by incident, accident, abuse, carelessness, negligence, or misconduct shall not be considered ordinary and reasonable wear and tear. In the event that Licensee fails to return the Premises to Licensor in good condition, Licensor may perform any work necessary to return the Premises to good condition including maintenance, repair, restoration, replacement, and cleaning and deduct the cost of the work from the Security Deposit. If the Security Deposit is insufficient to cover the work performed, Licensee shall be obliged to pay the additional balance to Licensor.

22.3. Provided Licensee is not in default or breach of this License, Licensee shall also remove all personal property from the Premises upon expiration of the Original Term or Extension of Term or earlier termination of this License. If Licensee fails to do so, Licensor may remove or caused to be removed, at Licensee's sole risk, cost, and expense and without any liability to Licensor, all personal property. Licensor may dispose of any personal property removed from the Premises in accordance with applicable local governance previously adopted by the Board of Supervisors or applicable FAA regulations, other directives of Licensor, and Legal Requirements and deduct the cost of doing so from the Security Deposit. If the Security Deposit is insufficient to cover the work performed, Licensee shall be obliged to pay the additional balance to Licensor.

22.4. The Security Deposit, or the portion of the Security Deposit not applied pursuant to the terms and conditions of this License, if any, shall be returned to the Licensee without interest no later than fourteen (14) calendar days after the expiration of the Original Term or Extension of Term provided the Licensee has vacated and surrendered possession of the Premises to Licensor.

22.5. Surrender of License or Premises. The voluntary or other surrender of this License or the Premises by Licensee, mutual cancellation of this License, or termination of this License by Licensor shall not work a merger, and shall, at the option of Licensor, terminate all or any existing sublicenses or subtenancies, or may, at the option of Licensor, operate as an assignment of any and all such sublicenses or subtenancies.

23. REPRESENTATIONS AND WARRANTIES OF LICENSEE.

23.1. Licensee represents and warrants to Licensor that:

23.1.1. Licensee is duly organized and validly existing under the laws of its jurisdiction, incorporation, or establishment;

23.1.2. Licensee has the power and the authority to enter into and perform the terms and conditions of this License and to pay the license fees, or other charges required under this License;

23.1.3. This License has been duly authorized, executed, and delivered by Licensee and assuming the due authorization, execution, and delivery hereof by the Parties hereto, constitutes a legal, valid, and binding obligation of it enforceable against it in accordance with the terms and conditions of this License, subject to applicable bankruptcy, insolvency, and similar laws affecting creditor's rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law;

23.1.4. Licensee's execution and delivery of this License and its performance of the terms and conditions of this License do not and will not constitute or result in a default, breach, or



violation of, or the creation of any lien or encumbrance on the Premises under, its charter or bylaws (or equivalent organizational documents), or any other License, instrument, law, ordinance, regulation, judgment, injunction, or order applicable to Licensee or the Premises;

- 23.1.5. All consents, authorizations, and approvals requisite for Licensee's execution, delivery, and performance of this License have been obtained and remain in full force and effect and all conditions, obligations, privileges, and Licenses thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or Agency is required for such execution, delivery, or performance; and
- 23.1.6. There is no proceeding pending or threatened against Licensee at law or in equity, or before any governmental instrumentality or in any arbitration, which would materially impair Licensee's ability to perform the terms and conditions of this License and there is no such proceeding pending against Licensee which purports or is likely to affect the legality, validity, or enforceability of this License.

24. MISCELLANEOUS PROVISIONS.

- 24.1. Independent Entities. Nothing in this License is intended to nor shall it be construed, in any way, as creating or establishing a relationship of partners between the Parties or as constituting Licensee as a representative, officer, official, employee, agent, or volunteer of Licensor for any purpose or in any manner whatsoever.
- 24.2. Binding Effect. This License shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties. Whenever a reference is made to either Party, such reference shall be deemed to include, wherever applicable, a reference to the heirs, successors, and assigns of such Party, as if in every case so expressed.
- 24.3. Memorandum of License. Following execution of this License, either Party, at its sole expense, shall be entitled to record a Memorandum of License in the official records of Humboldt County. Upon termination or expiration of this License, Licensee shall execute and record a quitclaim deed as to Licensee's interest in and title to this License.
- 24.4. Subordination. This License is subject and subordinate to the provisions of any existing or future agreements between Licensor and the United States, the State of California, or any other entity pertaining to the planning, development, operation (including maintenance and repair), and management of the Airport. Should the DOT, FAA, or any successor department or agency issue an order determining that any provision herein is inconsistent with any covenant or restriction of the deeds under which the Licensor acquired the Airport, or the provisions of any existing or future agreement entered into between the Licensor and United States, the Parties shall amend this License as necessary to resolve the inconsistency. If the Parties cannot agree on the manner in which to resolve the inconsistency, the Licensor shall have the unilateral right to amend the License to resolve the inconsistency.
- 24.5. Dispute Resolution. Unless otherwise mutually agreed to, any claims arising out of this License or its defaults or breaches shall be submitted to mediation within thirty (30) calendar days of the written request of one (1) Party after the service of that request on the other Party.
 - 24.5.1. The Parties may agree on one (1) mediator. If they cannot agree on one (1) mediator, the Party demanding mediation shall request the Superior Court of Humboldt County to appoint a mediator. The mediation meeting shall not exceed one (1) day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this License.
 - 24.5.2. The costs of mediation shall be borne by the Parties equally.
 - 24.5.3. Mediation under this Section is a condition precedent to filing an action in any court. In the event of litigation arising out of any dispute related to this License, the prevailing party shall be entitled to recover their reasonable attorney's fees, expert witness costs, and cost of suit.



- 24.6. Governing Law and Venue. This License shall be deemed to have been made in, and shall be construed in, accordance with the statutes and laws of the State of California without regard to conflicts of law principles.
- 24.6.1. The Superior Court of Humboldt County (Court) shall have exclusive jurisdiction and venue with respect to all disputes, actions, and proceedings arising from or under this License, regardless of the nature or basis of the dispute.
- 24.6.2. Licensee consents to the jurisdiction and venue of the Court and waives personal service of any and all process upon Licensee in all such actions or proceedings, and consents that all such service or process shall be made by certified mail, return receipt requested, directed to Licensee at the address herein stated, and service so made shall be completed two (2) calendar days after the same shall have been posted.
- 24.6.3. If any action at law or in equity is brought about by either Party to enforce this License or any part thereof, the prevailing Party shall be entitled to recover from the other Party as part of prevailing Party's costs reasonable attorney and court fees, costs, and expenses, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.
- 24.7. Nuclear-Free Humboldt County Ordinance Compliance. By executing this Agreement, Licensee certifies that it is not a Nuclear Weapons Contractor, in that Licensee is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. Licensee agrees to notify Licensor immediately if it becomes a Nuclear Weapons Contractor as defined above. Licensor may immediately terminate this Agreement if it determines that the foregoing certification is false or if Licensee subsequently becomes a Nuclear Weapons Contractor.
- 24.8. Interpretations. In construing or interpreting this License, the word "or" shall not be construed as exclusive and the word "including" shall not be limiting. The Parties agree that this License shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against any other Party.
- 24.9. Severability. If any provision in this License is held to be illegal, invalid, or unenforceable in full or in part, for any reason, by any court of competent jurisdiction, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid, and enforceable. The illegality, invalidity, or unenforceability of any such provision shall in no way affect any other provisions in this License, provided that the illegality, invalidity, or unenforceability of any such provision does not materially prejudice either Party with regard to the respective rights and obligations of each Party contained in the valid terms and conditions of this License.
- 24.10. Counterparts. This License may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 24.11. Time of Essence. It is mutually agreed by the Parties that time is of the essence in the performance of the terms and conditions to be kept and performed under this License.
- 24.12. Entire License. This License, including any exhibits attached hereto, contains and embodies the entire understanding and sole License between the Parties respecting the occupancy and use of the Premises by the Licensee and supersedes and replaces any and all prior understandings and Licenses, written or oral, expressed or implied, relating to this License.
- 24.13. Notices. Except as otherwise expressly provided by Legal Requirement, whenever any notice or communication is required or permitted by this License or by Legal Requirement to be made, served on, given, or transmitted to the Parties, such notice or communication shall be in writing and shall be hand delivered or sent by certified mail (postage prepaid), courier, or overnight carrier, and addressed to:



Licensor:

With a Copy emailed to (when possible):

Humboldt County Department of Aviation Attn: Director of Aviation	aviation@co.humboldt.ca.us
3561 Boeing Avenue	
McKinleyville, CA 95519	

Licensee:

With a Copy to:

Entity Name	Entity Name
Address	Address
SPONSOR, State and Zip	SPONSOR, State and Zip

24.13.1. The date of service of notice shall be effective upon actual delivery and receipt to the intended Party or refusal by the intended Party as shown on the receipt obtained pursuant to the foregoing.

24.13.2. The Parties may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made as noted through an amendment to this agreement between the Parties.

24.14. Signing Authority. All individuals executing this License on behalf of Licensee represent that they are authorized to execute and deliver this License Agreement on behalf of Licensee. Licensee shall, prior to the execution of this License, deliver to Licensor evidence of that authority and evidence of due formation, all satisfactory to Licensor.

24.15. Exhibits. The provisions of any Exhibits or Addenda attached hereto are incorporated by reference.

25. General Clauses.

25.1. Reports. Licensor hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and /or federal agencies for compliance with this License Agreement. Licensor shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

25.2. Drug-Free Workplace Certification. By executing this License Agreement, Licensee agrees to comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code, Section 8350, et seq.) and will maintain a drug-free workplace while at the Premises by doing all the following:

25.2.1. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken for violations.

25.2.2. Drug-Free Awareness Program. Establish, as required by California Government Code, Section 8355(a)(2), a Drug-Free Awareness Program which informs about the following:



1. The dangers of drug abuse at the workplace;
 2. Licensee's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and assistance programs; and
 4. Penalties that may be imposed for drug abuse violations.
- 25.2.3. **Drug-Free Employment Agreement.** Ensure, as required by California Government Code, Section 8355(a)(13), that every agent who provides services pursuant to the terms and conditions of this License Agreement will:
1. Receive a copy of Licensee's Drug-Free Policy Statement; and
 2. Agree to abide by Licensee's Drug-Free Policy.
- 25.2.4. **Effect of Noncompliance.** Failure to comply with the above-referenced requirements may result in termination, of this License Agreement and/or Licensee may be ineligible for securing future hangar licenses with Licensor's Department of Aviation if Licensor determines that the foregoing certification is false or if Licensee violates the certification by failing to carry out the above-referenced requirements.
- 25.3. **Counterpart Execution.** This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.
- 25.4. **Agreement Shall Bind Successors.** All provisions of this License Agreement shall be fully binding upon, and inure to the benefit of, the Parties and to each of their heirs, executors, administrators, successors and permitted assigns.
- 25.5. **Title to Information and Documents.** It is understood that any and all documents, information and reports concerning the subject matter of this License Agreement prepared and/or submitted by Licensee shall become the property of Licensor. However, Licensee may retain copies of such documents and information for its records. In the event this License Agreement is terminated, for any reason whatsoever, Licensee shall promptly turn over all such information, writings and documents to Licensor without exception or reservation.
- 25.6. **Advertising and Media Release.** All informational material related to this License Agreement shall receive approval from Licensor prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. Licensee shall inform Licensor of all requests for interviews by the media related to this License Agreement before such interviews take place; and Licensor shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to the Director of Aviation in accordance with the notice requirements set forth herein.
- 25.7. **Force Majeure.** Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.



IN WITNESS WHEREOF, the Parties have executed this License as of the day and year set forth herein. This License is effective as of the last date signed by either party.

CORPORATION LICENSEE:

Licensee:

**Corporations require two signatures of the officers in the roles name below the Title lines.

By: _____ Date: _____

Name: _____ Title: _____

CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT

By: _____ Date: _____

Name: _____ Title: _____

SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER

NON-CORPORATION LICENSEE:

Licensee:

ATTEST:

[NAME]
Date: _____

[NAME], [TITLE]

[NAME]
Date: _____

[NAME], [TITLE]

LICENSOR:

ATTEST:

County of Humboldt
[NAME], [TITLE]
Date: _____

[NAME], [TITLE]

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management

Attachments:

Appendix A – Definitions and Acronyms

Appendix B – Rent/Fee Study



APPENDIX A – DEFINITIONS AND ACRONYMS

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Aeronautical Activity (or Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the **AIRPORT NAME** Layout Plan (or exhibit of the most recent FAA grant) and as it may hereinafter be modified from time-to-time.

Airport Manager – That person (or designated representative thereof), appointed by the County, responsible for the administration and day-to-day operation and management of the Airport, all County owned Property, Vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Applicant – A person or entity who makes or submits a formal application to the County to conduct an activity including, but not limited to:

- Apply for a Cardkey or access code to enter the Airport; and
- Apply to be placed on a Hangar, T-Shade or Tiedown waiting list.

Based Aircraft – An aircraft identified in a written aircraft storage Agreement with the County, FBO, or SASO.

Certificates of Insurance – A certificate provided by and executed by an Operator’s, Licensee’s, or Sublicensee’s insurance company providing evidence of the insurance coverages and policy limits of the Operator, Licensee, or Sublicensee.

Code of Federal Regulation (or CFR) – The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government, divided into 50 titles that represent broad areas subject to federal regulation, updated once each calendar year and issued quarterly, as may be amended from time to time.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability – For damages due to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed Vehicles that in any way arise from the use of the Licensed Premises and operations or Activities of the entity. Unlicensed Vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Compensation – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Consumer Price Index (CPI) - West Region Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor, Bureau of Labor Statistics

Current – All license fees, and other charges required to be paid under any and all Agreements are paid in full.

Employee – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Environmental Protection Agency (or EPA) – The Agency within the United States Government having responsibility for enforcing the environmental regulations or laws enacted by Congress.

Federal Aviation Administration (or FAA) – The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities.

Federal Aviation Regulation (or FAR) – Regulations prescribed by the FAA governing all aviation activities in



the United States, which are written, approved, and published by the FAA. Compliance with FARs is mandatory. In 1996, all references to the FARs were changed to Title 14 of the Code of Federal Regulations (14 CFR).

Flight Training – The training, other than ground training, received from an authorized instructor in an aircraft.

General Aviation – All aviation with exception of Air Carriers and the military.

General Aviation License Fee and Fees Policy – Sets forth the parameters for licensing the Airport' land and Improvements (for general aviation purposes) and outlines the process for establishing and adjusting General Aviation license fees and other fees at the Airport, as may be amended from time to time.

General Aviation Minimum Standards (or Minimum Standards) – Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Good Standing – Full compliance with all applicable Legal Requirements and not in default of any Agreement with the County.

Hangar – Any fully or partially enclosed storage facility for an aircraft.

Hangar Keeper's Legal Liability – To include Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

Hazardous Materials – A substance, item, or agent (biological, chemical, physical) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

Humboldt County Fire Department (or Fire Department) – The Fire Department provides fire services as well as several community services for Humboldt County.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Legal Requirements – All applicable federal, state, county, and local laws, codes, ordinances, policies, and regulations.

Licensee – An entity that has entered into a Non-Commercial aircraft Hangar License Agreement, Non-Commercial Shade Port License Agreement, or Non-Commercial Tiedown License Agreement with the Humboldt County.

License Fee – Sum of money Licensee pays to Licensor for use of Premises.

Licensor – County of Humboldt.

Market License Fee – The license fee that hangars would command in the open market as indicated by license fees asked and paid for at comparable land or improvements as of the date of determination.

Movement Area – The designated Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas).

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Movement Area – Those designated portions of the Airport where aircraft are taxed, stored, or parked such as ramp areas and Taxilanes.

Operation – The takeoff or landing of an aircraft.

Owner – The registered legal Owner of an aircraft according to FAA records or a Vehicle according to the applicable state Department of Motor Vehicle records.

Premises – Tiedown or T-Hangar location.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Public Area – Those areas normally used by the general public. Such areas include concessionaire shops, restrooms, Airport Administration lobby, hallways, passage ways, viewing areas, roadways, walkways, sidewalks, and Vehicle parking lots. Public areas do not include the areas owned and/or licensed by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

Ramp – Those Paved areas of the Airport within the AOA designated by the County for parking, loading, unloading, fueling, or servicing of aircraft.



Rent/Fee Study / License Fee Study – A streamlined approach, in lieu of an appraisal, that is used to derive an opinion of market rent/license fee for aeronautical and/or non-aeronautical properties.

Restricted Area – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, and any other areas marked/posted as restricted with signage. or placards.

Rules and Regulations – The rules and regulations set forth by the County for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Sublicense – An agreement entered into by an entity with an Operator or Licensee that transfers rights or interests in the Operator’s or Licensee’s Licensed Premises and for which, the County has given proper consent.

Sublicensee – An entity that has entered into a Sublicense with an Operator or Licensee who is authorized (by the County) to engage in Commercial Aeronautical Activities at the Airport.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually Paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway).

Term – A fixed period for which the License Agreement lasts until terminated either by the Licensee or the Licensor as provided for in the License.

Tiedown – An area Paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not stationed at the Airport.

Unlawful Detainer – The act of retaining possession of property without legal right.

Vehicle – Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.



ACRONYMS

CFR	Code of Federal Regulations
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FBO	Fixed Base Operator



APPENDIX B – RENT/FEE STUDY

Market Rent for Airport land and County-owned Improvements will be established in accordance with the County’s schedule beginning in Calendar Year 2021 and occurring every five (5) years thereafter (i.e., 2026, 2031, 2036, etc.) based on the findings of a Rent/Fee Study. On an annual basis between each Rent/Fee Study (i.e., 2022, 2023, 2024, 2025), all rents shall be adjusted by the CPI in accordance with **Section 5.2** of this Agreement.

The objective of the Rent/Fee Study is to establish Market Rent for the Licensed Premises based on a comparative analysis of the rents being charged for similar properties at comparable airports.

The Licensor shall engage an independent entity (i.e., aviation consultant or appraiser) with the following background and experience to conduct a Rent/Fee Study:

- working knowledge of the aviation industry,
- familiarity with federal and state Legal Requirements and FAA regulations, obligations, and guidance pertaining to setting rents for aeronautical land and Improvements being used for General Aviation purposes, and
- experience providing Rent Studies at similar locations.

Rents and related information shall then be obtained (from airports determined to be comparable) and analyzed to derive the Market Rent for the Licensed Premises. Each component of the Licensed Premises shall be analyzed independently.

- The Licensor and Licensee may suggest airports to the independent entity considered to be comparable, however the independent entity shall not be obligated to use such recommended locations.

To ensure consistency in the determination of Market Rent for the Licensed Premises, the independent entity may categorize, and group similarly situated components of the Licensed Premises by use and attributes. In determining the Market Rent for the Licensed Premises, the independent entity shall use such categorizations and groupings with consideration given to the functional utility or limitations of the Licensed Premises. This shall include, but not necessarily be limited to, any limitations or restrictions on the development, the availability of utilities, and/or the ability of the Licensed Premises to support the aircraft that normally frequent the Airport.

The independent entity shall consider properties at the Airport that are similar to the Licensed Premises and, if appropriate, the independent entity may also consider properties located at competitive facilities and general real estate market conditions and trends in the local market.

If the rents charged for similar properties at the Airport, comparable airports, and/or competitive facilities are impacted by the fees being charged or if fees are charged in lieu of rent, the relationship between the rents and fees shall be considered and addressed by the independent entity.