COUNTY OF HUMBOLDT

DEPARTMENT OF AVIATION

AGREEMENT FOR LICENSE OF PROPERTY FOR THE PURPOSES OF HOSTING AN AIRSHOW AT THE:

CALIFORNIA REDWOOD COAST-
HUMBOLDT COUNTY (ACV) AIRPORT

BY THE:

RUMBLE OVER THE REDWOODS, INC.

AGREEMENT FOR LICENSE OF PROPERTY ACV AIRPORT

Table of Contents

ARTICLE 1 **2**

DEFINITIONS **2**

1.01 AIRPORT 2
1.02 ANNIVERSARY DATE 2
1.03 BUILDING OFFICIAL 2
1.04 DIRECTOR 2
1.05 DOT 2
1.06 FAA 2
1.07 FORCE MAJEURE EVENT 2
1.08 LICENSED PREMISES 2
1.09 LICENSE IMPROVEMENTS 2
1.10 RISK MANAGER 3
1.11 SIGN 3
1.12 STATE 3
1.13 THE EVENT 3
1.14 TRADE FIXTURES 3
1.15 TSA 3

ARTICLE 2 SPECIAL CONDITIONS **4**

2.01 TERM 4
A. Effective Date 4
B. DURATION OF TERM 4
C. EARLY TERMINATION 4
2.02 DESCRIPTION OF LICENSED PREMISES 4
2.03 USE OF THE LICENSED PREMISES 4
A. AUTHORIZED USE(S) 4
B. LIMITATIONS 5
2.04 WAIVER OF LICENSEE FEES 5
2.05 APPLICABLE FEES AND CHARGES 6
2.06 LIQUIDATED DAMAGES FROM LATE PAYMENTS 6
2.07 MAINTENANCE OF THE LICENSED PREMISES 7
2.08 IMPROVEMENTS OR ALTERATIONS 7
2.09 INSURANCE 7
2.10 NOTICE ADDRESS 8

ARTICLE 3 GENERAL CONDITIONS **9**

3.01 ACCEPTANCE OF LICENSED PREMISES 9
3.02 ACCORD AND SATISFACTION 9
3.03 AIRPORT REGULATIONS 9
3.04 AMENDMENT REQUIRED BY FAA OR TSA 9
3.05 ASSIGNMENT AND SUBLETTING 9
3.06 AIRPORT PROCESSING FEE 10
3.07 AUTHORITY OF AGREEMENT 10
3.08 AUTHORITY OF THE DIRECTOR 10
3.09 CALIFORNIA LAW 10
3.10 CONSENT 11
3.11 DUPLICATE COUNTERPARTS 11

3.12 COUNTY'S REMEDIES 11
3.13 CUMULATIVE REMEDIES 11
3.14 DAMAGE OR DESTRUCTION OF LICENSED PREMISES 11
A. LICENSEE REPAIR AND RESTORATION 11
B. CONDITION OF WORK 12
C. PAYMENT OF INSURANCE PROCEEDS 12
D. DEFICIENCY 12
E. FAILURE TO COMMENCE REPAIRS 12
F. LICENSE OBLIGATION CONTINUES 13
G. UNINSURABLE RISK 13
3.15 EARLY TERMINATION BY COUNTY 13
3.16 EARLY TERMINATION BY LICENSEE 14
3.17 ENTIRE AGREEMENT 15
3.18 ENVIRONMENTAL REQUIREMENTS 15
A. LICENSEE'S COMPLIANCE WITH ENVIRONMENTAL LAWS 15
B. HAZARDOUS MATERIAL STORAGE PERMIT 15
C. DIRECTOR'S CONSENT REQUIRED 15
D. INDEMNIFICATION BY LICENSEE 16
E. NOTICES 16
F. ENVIRONMENTAL AUDIT 17
G. HAZARDOUS MATERIALS SPILL RELICENSE REPORTING AND CLEANUP POLICIES 17
3.19 FAA REQUIREMENTS 17
A. AIRPORT SPONSOR ASSURANCES 17
B. CONTRACT PROVISIONS 18
3.20 FORCE MAJEURE 18
3.21 HEADINGS 18
3.22 INDEMNIFICATION OF COUNTY 18
3.23 INDEPENDENT CONTRACTOR 19
3.24 INDUSTRIAL WASTE DISPOSAL 19
3.25 INTERPRETATION OF AGREEMENT 19
3.26 INVALID PROVISIONS 19
3.27 LICENSES AND PERMITS 19
3.28 NEGATION OF PARTNERSHIP 20
3.29 NONDISCRIMINATION 20
3.30 NONEXCLUSIVE RIGHTS 20
3.31 NONWAIVER OF RIGHTS 20

3.32 NOTICE OF CLAIMS AND SUIT 21
3.33 NO WARRANTY 21
3.34 NUISANCE AND WASTE 21
3.35 PEACEABLE USE AND ENJOYMENT 21
3.36 PROHIBITION OF LIENS 21
3.37 REMOVAL OF LICENSEE'S PROPERTY 21
3.38 REPORTS 22
3.39 RESTRICTIONS AND REGULATIONS 22
3.40 RIGHT OF ENTRY 22
3.41 RISK REDUCTION 22
3.42 SECURITY 22
3.43 SIGNS 23
3.44 STATEMENT REGARDING A CERTIFIED ACCESS SPECIALIST 23
3.45 SUCCESSORS AND ASSIGNS 23
3.46 SURRENDER OF LICENSED PREMISES 23
3.47 TAXES 24

A. POSSESSORY INTEREST AND PROPERTY TAXATION 24
B. RIGHT TO CONTEST TAXES 24
3.48 TIME IS OF THE ESSENCE 24
3.49 TITLE TO LICENSED PREMISES IMPROVEMENTS 25
3.50 TITLE TO THE LICENSED PREMISES 25
3.51 TRASH AND GARBAGE 25
3.52 VEHICULAR AND EQUIPMENT PARKING 25
3.53 NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE 25

EXHIBITS:
EXHIBIT A LICENSED PREMISES AND AUTHORIZED USE
EXHIBIT B SPONSORSHIP AGREEMENT
EXHIBIT C INSURANCE REQUIREMENTS
EXHIBIT D FAA CONTRACT PROVISIONS
EXHIBIT E INDEMNITY AGREEMENT

AGREEMENT FOR LICENSE OF PROPERTY

CALIFORNIA REDWOOD COAST-HUMBOLDT COUNTY

(ACV) AIRPORT

THIS AGREEMENT FOR LICENSE OF PROPERTY (Agreement) is made and entered into as of this _____ day of _____, 2024, by and between the COUNTY OF HUMBOLDT (County), a political subdivision of the State of California, and the RUMBLE OVER THE REDWOODS, INC. (Airshow Organizer or Licensee), a California non-profit corporation authorized to do business in the State of California.

WHEREAS, County is owner of ACV Airport (Airport) located in the County of Humboldt and Airport is operated by the Humboldt County Department of Aviation (Department); and

WHEREAS, Licensee is a 501(c)(3) corporation involved in the oversight, promotion, and staging of airshows at Airport and desires to license space from County to be used to host an air show on August 10 and August 11, 2024, inclusive of setup and clean-up efforts during the period of July 27, 2024 through August 18, 2024 at Airport, and annually thereafter at mutually agreed upon dates to be determined; and

WHEREAS, Government Code Section 25536 empowers the County Board of Supervisors (Board), by a four-fifths (4/5ths) vote, to enter into Licenses or concession or managerial contracts involving the leasing of County-owned, Licensed, or managed property devoted or held for airport uses; and

WHEREAS, the Board, by a four-fifths (4/5ths) vote, authorized the Director to negotiate and execute this Agreement.

NOW, **THEREFORE**, in consideration of the promises, terms, conditions, and covenants set forth herein, County and Licensee hereby mutually agree as follows:

Article 1
Definitions

As used herein, the following words and phrases shall have the meanings set forth below:

1.01 Airport

"Airport" shall mean California Redwood Coast-Humboldt County Airport, or ACV Airport, operated by the County as a public airport.

1.02 Anniversary Date

"Anniversary Date" shall mean the first day of the License Year.

1.03 Building Official

"Building Official" shall mean an authorized inspector from Humboldt County's Building Permits and Inspection Division.

1.04 Director

"Director" shall mean the Director of the Humboldt County Department of Aviation and his/her authorized representatives.

1.05 DOT

"DOT" shall mean the United States Department of Transportation, and any federal agency succeeding to its jurisdiction.

1.06 FAA

"FAA" shall mean the Federal Aviation Administration of the United States government, and any federal agency succeeding to its jurisdiction.

1.07 Force Majeure Event

"Force Majeure Event" means any act, event, cause or condition that is beyond the reasonable control of a party hereto which is affected thereby, that is not caused by such party's fault or negligence, and that by the exercise of reasonable diligence such party is unable to overcome or prevent, including, but not limited to: acts of God, war, civil commotion, embargoes, strikes, labor disputes, boycotts, epidemics, pandemics, embargoes, acts of a public enemy, fires, cyclones, droughts or floods, earthquakes, emergencies (other than those caused by the negligence or willful misconduct of the party claiming the Force Majeure Event).

1.08 Licensed Premises

"Licensed Premises" shall mean those certain premises at Airport more particularly described in Section 2.02 of this Agreement.

1.09 Licensed Premises Improvements

"Licensed Premises Improvements" shall include any modifications to, or additions on, the Licensed Premises and all structures, fixtures and equipment

affixed thereto in such a manner that they cannot be readily removed without damage to the remainder of the improvements and without substantially changing the character of the improvements.

1.10 Risk Manager

"Risk Manager" shall mean the Risk Manager of the County of Humboldt and authorized representatives.

1.11 Sign

"Sign" shall mean any advertising sign, billboard, identification sign or symbol, or other similar device, regardless of content.

1.12 State

"State" shall mean the State of California, U.S.A.

1.13 The Event

"The Event" means: (i) the annual Rumble Over the Redwoods Airshow event held at Airport featuring aviation teams, customized performance aircraft, and aviation special effects that promote interest in aviation for the general public; and (ii) other events or programs held or conducted by Licensee at Airport designed to entertain or showcase educational paths and career opportunities for regional youth in areas of aviation, aerospace, and Science Technology, Engineering, and Math (STEM).

1.14 Trade Fixtures

"Trade Fixtures" shall mean, but shall not be limited to any signs (electrical or otherwise) used to identify Licensee's business; all machinery and equipment used in connection with Licensee's required or permitted activities pursuant to this Agreement, whether or not such machinery or equipment is bolted or otherwise attached to the Licensed Premises; and all other miscellaneous office equipment, furnishings, and personal property.

1.15 TSA

"TSA" shall mean the Transportation Security Administration, and any federal agency succeeding to its jurisdiction.

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Article 2

Special Conditions

2.01 Term

A. Effective Date

This Agreement shall be effective as of July 23, 2024.

B. Duration of Term

Subject to the terms and conditions contained herein, the Term of this Agreement shall begin on the Effective Date, expire on December 31, 2026, unless terminated or extended in accordance with the provisions of this Agreement. Whenever the word "Term" is used hereinafter in this Agreement, it shall mean the Term as set forth in this Section 2.01 B.

C. Early Termination

Either party may terminate this Agreement by giving written notice thereof, as described in Section 2.12, served between September 1st and December 1st of any calendar year. The early termination shall be effective 30 calendar days after receipt of the written notice. If Licensee is in default of its obligations herein, beyond any applicable notice and cure period, County or Director may, in addition to all other rights, give written notice at any time terminating this Agreement effective sixty (60) calendar days from the date of receipt of such notice. If Director reasonably believes that continuing operation by Licensee will threaten the security, safety, or health of others, or if Licensee fails to maintain the insurance coverage required herein, or if Licensee does not comply with applicable law, this Agreement may be terminated without prior notice and the permitted activities may be immediately halted.

2.02 Description of Licensed Premises

The County hereby Licenses to Licensee the area described in Exhibit A – Licensed Premises and Authorized Use, which is attached hereto and incorporated herein by reference as if set forth in full.

By mutual agreement of the parties, the Licensed Premises may be modified from time to time throughout the Term of the Agreement. Such modification shall be memorialized by amendment, which the Director shall have authority to execute up to the limits of Director's authority.

2.03 Use of the Licensed Premises

A. Authorized Use(s)

Subject to the limitations set forth below in Section 2.03 B, and elsewhere in this Agreement, Licensee may use the Licensed Premises for any or all of the authorized use(s) identified on Exhibit A – Licensed Premises and Authorized Use, which is attached hereto and incorporated herein by

reference as if set forth in full, and any other purpose specifically provided for herein, subject to the following:

(1) Licensee will be allowed to occupy and utilize the Licensed Premises, as needed, for a period of up to fourteen (14) days prior to the Event through up to seven (7) days after the Event has ended.

(2) Licensee, its employees, agents, contractors, subcontractors, guests, invitees, volunteers, suppliers of materials, furnishers of services, subtenants, and any authorized representatives shall have rights of ingress and egress with respect to the following areas: a) common use areas of the Airport, and b) the Licensed Premises. County shall not restrict or interfere with Licensee's access to the roads that connect the Licensed Premises to the common areas of the Airport, other than on a temporary basis in connection with County's maintenance or construction activities, scheduled not less than one (1) business day in advance by written notice to Licensee, except in the case of an emergency when no such notice shall be required. County shall not be responsible for any such restriction or interference arising due to a Force Majeure Event.

(3) Licensee's use of the Licensed Premises shall at all times be in accordance with and comply with all applicable federal, State, and local laws, regulations, ordinances and Airport Rules and Regulations.

B. Limitations

Licensee shall use the Licensed Premises in accordance with the following limitations and all other applicable terms, promises, conditions, and covenants contained herein. Licensee shall not:

(1) Solicit or advertise goods or services that are not authorized by the Director under this Agreement;

(2) In any way obstruct or interfere with the rights of, or injure, or annoy, others at the Airport;

(3) Use or allow the Airport to be used for any improper or unlawful purpose;

(4) Obstruct the sidewalks, roadways or passageways adjacent to the Licensed Premises or elsewhere on the Airport unless approved in advance, in writing, by the Director;

(5) Use retardants of any kind, at any time, for any reason, anywhere on the landscape or ground area;

2.04 Waiver of License Fees

Licensee is not required to pay any license fee for use of the Licensed Premises under this Agreement. The waiving of a license fee is in recognition of Licensee's goals of fostering aviation education and community engagement,

honoring veterans and promoting the ACV Airport as set forth in Exhibit B – Sponsorship Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.

2.05 Applicable Fees and Charges

Licensee shall pay to County any and all applicable fees and charges in the event of any of the following:

a) If County has paid any sum or sums, or has incurred any obligation or expense, for which Licensee has agreed to pay or reimburse County in writing, or for which Licensee is otherwise responsible pursuant to applicable laws or regulations;

b) If County is required or elects to pay any sum or sums, or incur any obligation or expense, because of the failure, neglect or refusal of Licensee to perform or fulfill any of the promises, terms, conditions or covenants required of it herein;

c) Pursuant to any separate permit or written agreement between the parties not contained herein;

d) Pursuant to any ordinance, resolution or minute order of County that is generally applicable to any property Licensed from County at the Airport; or

e) If, in the sole discretion of the Director, Licensee's use of electrical power, water, sewer, trash/garbage and janitorial are excessive, reimbursement will be made by Licensee to the County at an agreed upon rate.

Licensee's obligations pursuant to this Section shall include all interest, costs, damages, and penalties in conjunction with such sums so paid or expenses so incurred by County, which may be added by County to any installment of fees and charges payable herein. Each and every part of such

payment by County shall be recoverable by County in the same manner and with like remedies as if it were expressly set forth herein.

For all purposes under this Section and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum or sums by County for or in connection with any work done or material furnished shall be prima facie evidence against Licensee with respect to the amount of such payment.

Licensee shall pay any amounts owed to County pursuant to this Section within thirty (30) days following demand therefore, or other reasonable time specified by any applicable ordinance, resolution, or minute order of County.

2.06 Liquidated Damages from Late Payments

If Licensee is in arrears for seven (7) days or more following the due date of any amount payable to the County herein, the parties acknowledge that additional clerical, accounting and other work will be performed which would not otherwise

be needed absent the late payment. In addition, because the actual charges as a result of the late payment are difficult to identify, the parties hereby agree that Licensee shall pay as a reasonable charge, liquidated damages for the late payment in the form of interest equal to an eighteen percent (18%) annual percentage rate on such late payment, applicable from the date such payment was due to the date of actual payment. If the maximum charge permitted by law is less than the foregoing amount, then the rate shall be such amount determined to be the maximum legal amount. This late charge will be calculated and posted on a monthly basis and shall be prorated by the number of days in the month.

2.07 Maintenance of the Licensed Premises

The Licensed Premises is permitted for use and accepted by Licensee in its "as is" condition. Licensee shall, at its sole cost and expense, maintain the Licensed Premises during the Event in accordance with all applicable laws and regulations, whether now or hereafter enacted, and the terms of this Agreement. Licensee is responsible for any costs associated with maintaining the Licensed Premises during the Event in compliance with local, State, and federal laws, rules and regulations applicable to the current use of the Licensed Premises.

2.08 Improvements or Alterations

No improvements or alterations of any kind, shall be erected, placed, assembled, constructed, or permitted on the Licensed Premises without a prior written submittal of the proposed project to the Department. Upon review of the proposal, the Department will provide Licensee a written response and direction for the proposed project.

Licensee shall pay for all contractor services and all materials for any approved alteration of, or improvement to, the Licensed Premises, and shall permit no lien or claim to be filed or prosecuted against County on account of such labor and materials furnished.

2.09 Insurance

Throughout the Term of this Agreement, Licensee for itself and its officers, representatives, agents, employees, guests, patrons, volunteers, contractors, subcontractors, consultants, sub-consultants, subtenants licensees, invitees, customers, and suppliers shall maintain, or cause to be maintained, in full force and effect the forms of insurance specified in Exhibit C – Insurance Requirements, which is attached hereto and incorporated herein by reference as if set forth in full.

Licensee must provide the Humboldt County Risk Manager, or a designee thereof, with certificate(s) of insurance and required endorsements two weeks prior to the commencement of any Event. Insurance and required endorsements shall cover the period two weeks before and one week following the event.

In the event Licensee does not have the required certificate(s) and/or binder(s) evidencing proper insurance coverage or the required insurance

coverage(s) lapses, this Agreement may be terminated at County's option by the Director giving written notice to Licensee; provided that in the case of failure to deliver required certificate(s) and/or binder(s), County shall provide Licensee with a second written notice of such failure and an additional five (5) business days to cure such failure. No such second notice shall be required in the event of any lapse in required insurance coverage(s).

2.10 Notice Address

Notices required herein shall be in writing and served personally, sent by certified mail, return receipt requested, postage prepaid or overnight courier. Any notice mailed pursuant to this Agreement, shall be deemed received by the addressee five (5) business days after deposit of same in the mail. Either party shall have the right, by giving fifteen (15) days written notice to the other, to change the addressee or address number at which its notices are to be deemed received.

Until any such change is made, notices shall be addressed and delivered as follows:

COUNTY:

Humboldt County Department of Aviation
Attention: Cody Roggatz, Director
3561 Boeing Avenue
McKinleyville, California 95519

LICENSEE:

Rumble Over the Redwoods, Inc.
Attention: Justin Zabel, Executive Director
200 Dinsmore Drive
Fortuna, California 95540

WITH A COPY TO:
Adam Guernsey, Esq.
2801 T Street
Sacramento, California 95816

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified in this Section 2.12. All notices shall be effective upon receipt and shall be deemed received upon delivery, if personally delivered.

Unless otherwise notified by County, payments and communications regarding any billing and invoicing shall be directed to the following address:

Humboldt County Department of Aviation
Attention: Cody Roggatz, Director
3561 Boeing Avenue
McKinleyville, California 95519

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Article 3 General Conditions

3.01 Acceptance of Licensed Premises

Licensee hereby accepts the Licensed Premises in its "as-is" condition existing at the Effective Date. Taking possession of the Licensed Premises by Licensee shall be conclusive evidence that the condition thereof is satisfactory to Licensee. County makes no representation or warranty that the Licensed Premises are suitable for the uses to which Licensee shall be restricted pursuant to this Agreement.

3.02 Accord and Satisfaction

No payment by Licensee, or receipt by County of a lesser amount than the fees and/or charges due to be made by Licensee hereunder, shall be deemed to be other than on account of the fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as fees and/or charges shall be deemed an accord and satisfaction, and County may accept such check or payment without
prejudice to County's right to recover the balance of such fees and/or
charges or to pursue any other remedy provided in this Agreement.

3.03 Airport Regulations

In the use of the Licensed Premises, Licensee agrees to observe, obey and abide by all ordinances, Airport rules, and other local, State, and federal regulations applicable thereto. In addition to the foregoing, Licensee shall comply immediately with any and all directives issued by the Director.

3.04 Amendment Required by FAA or TSA

This Agreement may be amended without further consideration for the purpose of satisfying TSA or FAA requirements or any federal agency succeeding to its respective jurisdictions. Should any such amendment have a material adverse impact on Licensee's, or its subtenant's, ability to use, occupy, or access the Licensed Premises for the Authorized Uses(s), Licensee shall be entitled to terminate this Agreement upon not less than thirty (30) days prior written notice to County.

3.05 Assignment and Subletting

Licensee shall have no right to assign, mortgage, pledge, or otherwise transfer this Agreement, either voluntarily or by operation of law, in whole or in part without prior written consent of the Director. Likewise, Licensee shall not subcontract any rights authorized hereunder or License any or all of the Licensed Premises. The foregoing notwithstanding, Licensee may, with prior written consent of the County, which consent will not be unreasonably withheld, assign or sublet the Licensed Premises or any part thereof: (a) to any entity controlling, controlled by, or under common control with, Licensee, or to any corporation resulting from the merger or consolidation with Licensee; (b) to any person or entity which acquires all (or substantially all) of the assets of Licensee as a going concern; (c)

to any third party doing business with Licensee or any Licensee affiliate, including vendors, consultants, contractors, service providers or joint venture partners; or (d) to an entity that will provide the same or substantially similar services on the Licensed Premises to any of Licensee's business partners or customers.

3.06 Airport Processing Fee

In the event that Licensee requires or requests County's review, investigation, processing, recordation, validation or any other consideration of Licensee's proposed License, assignment or other transfer of estoppel certificates. Licensee agrees that as a condition precedent to the County's review, Licensee shall reimburse County for all of County's reasonable costs, including, but not limited to, all of County's staff labor incurred therefrom. Said costs shall include any reasonable consultant and attorney fees, all postage (both first class and express mail), other communication and reproduction fees and all materials and services used or expended in completing County's review.

Licensee shall make said reimbursement to County within thirty (30) days after County's written request is received by Licensee. County may terminate this Agreement should Licensee not reimburse the County as described in this Section within thirty (30) days of receipt of demand.

3.07 Authority of Agreement

Licensee warrants and represents that it has the right, power, and legal capacity to enter into, and perform its obligations under this Agreement, and no approvals or consents of any persons are necessary in connection with it. The execution, delivery, and performance of this Agreement by the undersigned Licensee representatives have been duly authorized by all necessary corporate action of Licensee, and this Agreement will constitute a legal, valid, and binding obligation of Licensee, enforceable in accordance with its terms.

3.08 Authority of the Director

The Director shall administer this Agreement on behalf of County. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of County herein. With respect to matters herein subject to the approval, satisfaction, or discretion of County or the Director, the decision of the Director in such matters shall be final.

3.09 California Law

This Agreement shall be interpreted and enforced in accordance with the statutory and decisional law of the State of California. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

Any litigation filed by Licensee or County against the other regarding the terms of this Agreement, performance of a party's obligations under this Agreement, or any other reason related in any way to this Agreement, shall be

filed in a federal or State court of competent jurisdiction located in Humboldt County, California.

3.10 Consent

Whenever the consent or approval of either party hereto is required or authorized hereunder, such consent or approval shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed.

3.11 Duplicate Counterparts

This Agreement and any amendments hereto may be executed in duplicate counterparts. The Agreement and subsequent amendments shall be deemed executed when it has been signed by both parties. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and subsequent amendments, with such scanned signatures having the same legal effect as original signatures. This Agreement and any amendments hereto may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

3.12 County's Remedies

a) In the event this Agreement is terminated for any reason whatsoever, County shall be entitled to any and all applicable fees and charges incurred pursuant to the terms and conditions set forth herein through and including the effective date of such termination.

b) Nothing in this Section shall limit or reduce any damages owed to County due to breach of this Agreement by Licensee.

c) Nothing in this Section affects the right of County under this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, as herein provided.

3.13 Cumulative Remedies

No remedy or election herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

3.14 Damage or Destruction of Licensed Premises

A. Licensee Repair and Restoration

If at any time during the Event, any or all of the Licensed Premises, or any part thereof, shall be damaged or destroyed by fire or other occurrence, including, without limitation, occurrences for which insurance coverage was not obtained, or unobtainable, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Licensee, at its sole cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, shall proceed with reasonable diligence, subject to a reasonable time allowance for the purpose of adjusting the insurance loss, to repair, alter, restore, replace or rebuild the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction, including, but not limited to, temporary repairs and work

necessary to protect the Licensed Premises from further damage, subject to such changes or alterations as may be approved by County in conformity with the provisions of this Agreement (collectively referred to below as "the work").

B. Condition of Work

Except as otherwise provided in this Section 3.14, the conditions under which the work is to be performed and the method of proceeding with and performing the same shall be governed by the provisions of Section 2.8, as applicable. The cost of the work for which Licensee shall be responsible under this Section 3.14 shall include reasonable fees of an architect or engineer, if any, employed by County for the purpose of examining and passing upon Licensee's plans and specifications and seeing that the work conforms therewith, and such other reasonable costs as may be incurred by County in connection with the work.

C. Payment of Insurance Proceeds

All insurance money paid on account of such damage or destruction under the policies of insurance required by this Agreement, less the cost, if any, incurred in connection with the adjustment of the loss and the collection thereof, referred to below as the "insurance Proceeds," shall be applied to the payment of the cost of the work to the extent that the insurance proceeds shall be sufficient for the purpose, and shall be paid out to or for the account of Licensee from time to time as such work progresses.

D. Deficiency

If the insurance proceeds shall not be sufficient to pay the entire cost of the work, Licensee shall supply the amount of any such deficiency and shall apply the same to the payment of the cost of the work, unless the cause of the damage or destruction was caused by County, in which case County shall supply the amount of any such deficiency. Except as otherwise provided in this Agreement, County shall not be obligated to make any payment, reimbursement or contribution towards the cost of the work.

E. Failure to Commence Repairs

County may terminate this Agreement pursuant to Section 3.15 herein if the work shall not have been commenced within one hundred eighty (180) days after the damage or destruction has occurred or if the work, after commencement, shall not proceed expeditiously. Provided, however, that any delay resulting from a Force Majeure Event or a County delay shall extend the time for commencement or completion of the work. On any such termination, the insurance proceeds received by or payable to Licensee shall first be paid to Licensee, and County as their respective interests may appear.

F. License Obligation Continues

In no event shall Licensee be entitled to any abatement, allowance, reduction or suspension of consideration because part or all of the Licensed Premises shall be untenantable or unusable owing to the partial or total damage or destruction thereof. No such damage or destruction shall affect in any way the obligation of Licensee to pay the consideration and other charges herein reserved or required to be paid, nor release Licensee from any obligation imposed upon Licensee herein, except as otherwise provided in this Agreement. The foregoing notwithstanding, fees, charges, or other required payments shall abate proportionally for the partial or total damage or destruction of the Licensed Premises if the damage or destruction is due to the actions, inactions, negligence or willful misconduct of the County or any third party not under the direct or indirect control of the Licensee.

G. Uninsurable Risk

In the event the cause of the damage or destruction is by a risk which is or was uninsurable, then Licensee shall have the same responsibility to provide the funds necessary to pay the cost of the work as set forth in this Section.

3.15 Early Termination by County

Notwithstanding the termination rights set forth in Section 2.01 C, County may terminate this Agreement prior to expiration of the Term hereof upon the happening of one or more of the following events if Licensee:

a) Fails to make any payment of any applicable fees, charges, or other required payments, as and when due herein, where such failure continues for a period of thirty (30) days following service of notice thereof upon Licensee by County;

b) Fails to obtain or maintain any of the insurance coverage required by this Agreement; in this case, the Director may immediately terminate the Agreement;

c) Makes a general assignment for the benefit of its creditors; and

d) Files a voluntary petition, or becomes the subject of an involuntary petition, in any proceedings in Bankruptcy Court;

e) Breaches the covenants of "Airport Sponsor Assurances," and fails to cure such breach within thirty (30) days after receipt of written notice from County or other public agency;

f) Fails to timely repair any damage to the Licensed Premises which occurred during the Event, within one hundred twenty (120) days from the date of such destruction subject to reasonable delay due to a Force Majeure Event; and

g) Defaults in performance of any promise, term, condition, or covenant required of it herein, other than those expressly set forth in Subsections (a)

through (g) above, wherein no further default notice is required, provided Licensee fails to cure such default within thirty (30) calendar days following receipt of written notice of such default from County. However, if the nature of such default is such that it cannot reasonably be cured within such period, Licensee shall be deemed to have cured such default if within such period Licensee commences performance thereof and thereafter diligently prosecutes the same to completion.

Early termination by County pursuant to this Section shall be upon not less than thirty (30) days advance written notice to Licensee (the "Licensee Notice"), which notice shall state the basis of such termination and the effective date thereof, subject to any other notice and cure rights set forth in this Agreement (the "Licensee Cure Period"). Upon the effective date of such termination, County may take possession of the Licensed Premises, without further notice or demand to Licensee. For the avoidance of doubt, the County may not terminate this Agreement without first providing Licensee at least thirty (30) days' advanced notice and opportunity to cure the violation; provided that if the violation cannot be reasonably cured within the Licensee Cure Period, this Agreement may not be terminated by the County if Licensee commences to cure the violation within the Licensee Cure Period and diligently pursues completion of such violation identified in the Licensee Notice.

Failure to serve notice of termination upon the happening of any of the events described in this Section shall not operate to bar or destroy County's right to thereafter declare such termination upon any subsequent happening of any such event.

3.16 Early Termination by Licensee

Notwithstanding the termination rights set forth in 2.01 C, if Licensee is not in default of its payments or any other obligations under the License
(beyond any applicable notice and cure periods) to the County herein, Licensee may terminate this Agreement prior to expiration of the Term under the following terms and conditions:

a) Permanent abandonment of Airport by County;

b) Assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of Airport, or any substantial part thereof, in such manner as to substantially restrict Licensee in its operations herein for a period of ninety (90) consecutive calendar days;

c) Issuance by a court of competent jurisdiction of a permanent injunction which in any way prevents or restrains use of Airport in a manner substantially restricting Licensee's operations at Airport herein;

d) Default by County in the performance of any promise, term, condition or covenant required of it to be performed herein, provided County fails to cure such default within sixty (60) calendar days following receipt of written

notice of such default from Licensee. However, if the nature of such default is such that it cannot reasonably be cured within such period, County shall be deemed to have cured such default if within such period County commences performance thereof and thereafter diligently prosecutes the same to completion.

In the event of early termination by Licensee pursuant to this Section, Licensee shall pay any fees, charges, or other required payments to County pursuant to this Agreement, to and including the date of such termination.

3.17 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only by written instrument duly executed by the parties hereto, except as stipulated in Section 3.05 herein.

3.18 Environmental Requirements

A. Licensee's Compliance with Environmental Laws

Licensee shall at all times in all respects comply with all environmental laws, and any amendments thereto affecting Licensee's operation on the Airport, including, but not limited to, all federal, State and local laws, ordinances and regulations relating to Hazardous Material; provided that Licensee shall not be responsible for remediating any pre-existing Hazardous Materials located on the Licensed Premises, or to Hazardous Materials brought onto the Licensed Premises by the County or any third party not under the control or direction of Licensee, during the Term of this Agreement. The meaning of the term "Hazardous Material" includes, without limitation, any hazardous or toxic substance, material or waste, which is or becomes regulated by any local governmental authority, the State of California or the United States Government. Licensee is held to the highest level of legal knowledge concerning current and applicable environmental law.

B. Hazardous Material Storage Permit

Licensee shall be required to obtain all applicable Hazardous Material storage permits from all appropriate government agencies if it, at any time, places or stores Hazardous Material liquid, solids, compressed gas, or any other regulated substances on the Airport.

C. Director's Consent Required

In addition to any permit requirement and except as provided otherwise in this Section, Licensee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Airport by Licensee, its agents, employees, contractors or invitees in violation of all local, State and federal environmental laws without the prior written consent of the Director (which the Director shall not unreasonably withhold as long as Licensee demonstrates to the Director's reasonable satisfaction that such

Hazardous Material is necessary or useful to Licensee's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon, used or kept in or about the Airport). With respect to Hazardous Materials normally and routinely used in Licensee's operations, the Director's approval shall not be required.

D. Indemnification by Licensee

Licensee shall indemnify, defend and hold County harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the Term of this Agreement as a result of Licensee's handling or transporting of Hazardous Materials or as a result of Licensee's use or storage of Hazardous Materials. In no instance shall Licensee's indemnity obligations as set forth herein apply to any pre-existing Hazardous Materials located on the Licensed Premises, or to Hazardous Materials brought (including migration) on to the Licensed Premises by the County or any third party not under the control or direction of Licensee, during the Term of this Agreement. This indemnification of County by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any federal, State or local governmental agency or political subdivision due to the presence or impact of Hazardous Material caused or permitted by Licensee. Without limiting the foregoing, if the presence of any Hazardous Material on the Airport caused or permitted by Licensee results in any contamination of the Airport, Licensee shall promptly take all actions at its sole expense to remediate impacts caused or permitted by Licensee as are necessary to render the Licensed Premises in compliance with all applicable environmental laws; provided that County's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Airport.

Licensee shall also indemnify the County as provided for in Exhibit E – Indemnity Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.

E. Notices

Licensee shall promptly notify County, verbally and in writing, of: (1) any enforcement, clean up, removal or governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials laws; (2) any claim made by any person against Licensee relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claiming to result from any Hazardous Materials in its operations; and (3) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Airport, including any complaints, notices, warnings or asserted violations in connection therewith, but excluding routine manifests, records or receipts that are submitted to

environmental agencies for purposes of documenting waste disposal or product receipt activities. Licensee shall also supply to County as promptly as possible, and in any event within ten (10) business days after Licensee first receives or sends the same, copies of all claims, reports, complaints, notices or warnings or asserted violations relating in any way to Licensee's operations at Airport thereof.

F. Environmental Audit

County shall have the right to conduct an environmental audit ("Audit") upon expiration or earlier termination of this Agreement. Said Audit shall be conducted at Licensee's expense, up to a maximum of five thousand dollars ($5,000.00), according to procedures and by a person or entity approved by the Director. If contamination is found, Licensee shall be required to perform corrective action to remove contamination generated by Licensee or its representatives during Licensee's Term, if and to the extent required by any environmental agency, as approved by the County. Licensee shall, in consultation with County, determine the schedule, technique, method, and design of the mitigation and/or remediation, subject to the then current environmental requirements as identified in this Section. For the avoidance of doubt, Licensee shall, under no circumstances, be held responsible, under any provision of this Agreement, for Hazardous Materials that pre-date the execution of this Agreement or are brought (including migration) on to the Licensed Premises by the County or any third party not under the control or direction of Licensee.

G. Hazardous Materials Spill License Reporting and Cleanup Policies

At all times during the Term of the Agreement, Licensee shall comply with the County's policies for the reporting and cleanup of Hazardous Materials spills or Licenses.

3.19 FAA Requirements

A. Airport Sponsor Assurances

Licensee shall, at all times during this Agreement, comply with the provisions of the FAA Airport Sponsor Assurances ("Assurances"), and any subsequent revisions, updates, or amendments thereto, which are incorporated herein by reference and made a part hereof as if set forth in full. The provisions of the Assurances may change during the term of this Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment. County is not responsible for notifying Licensee of any changes to the Assurances. Licensee is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website. [See www.faa.gov/Aviation/aip/grant_assurances].

B. Contract Provisions

Licensee will, at all times, during the Term of this Agreement, comply with the provisions of the FAA Contract Provisions ("Contract Provisions"), and any subsequent amendments, applicable to the activities, rights and duties contemplated under this Agreement, which are attached hereto as Exhibit D – FAA Contract Provisions and incorporated herein by reference as if set forth in full. Licensee shall include compliance with the Contract Provisions in all other agreements it enters into with third parties, pertaining to, referencing or otherwise related to the activities regarding the subject matter of this Agreement.

3.20 Force Majeure

Neither County nor Licensee shall be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations herein by a Force Majeure Event.

3.21 Headings

The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference, and do not define or limit the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

3.22 Indemnification of County

To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including, without limitation, employees of either party hereto, and damage to or destruction of property or loss of use thereof, including, but not limited to, the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Licensee, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Licensee, or for which the Licensee is legally liable under law excepting only such injury, death, or damage, to the extent it is caused by the negligence or willful misconduct of an Indemnified party. Licensee shall not be liable for any Claims arising from the negligence or willful misconduct of an Indemnified party.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

Licensee shall also indemnify the County as provided for in Exhibit E – Indemnity Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

3.23 Independent Contractor

Licensee is not an employee or agent of County by reason of this Agreement, or otherwise. Licensee shall be solely responsible for its acts and omissions arising from or relating to its operations or activities at Airport, or License of property herein.

3.24 Industrial Waste Disposal

All disposal of storm, sanitary sewage and industrial waste shall be in accordance with the Humboldt County Regional Sanitation District, the National Pollutant Discharge Elimination System ("NPDES") and all federal, State and local laws. Licensee shall comply with all applicable federal and State regulations governing the NPDES, including, without limitation, all future amendments of said regulations, and procedures as may be adopted by federal, State or local agencies.

3.25 Interpretation of Agreement

Nothing herein contained shall be construed or interpreted, in any manner whatsoever, as limiting, relinquishing, or waiving any of the rights of ownership enjoyed by County in and to Airport property, or in any manner waiving or limiting County's control over the operation and maintenance of the Airport property or in derogation of such governmental rights as County possesses, except as is specifically provided for herein.

3.26 Invalid Provisions

In the event of any covenant, condition or provision of this Agreement or the application thereof to any person, entity, or circumstances, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

3.27 Licenses and Permits

Licensee shall obtain, at its sole cost and expense, all necessary licenses and permits required for construction or installation of equipment on the Licensed Premises, and any other licenses or permits necessary for the conduct of Licensee's operations at Airport.

3.28 Negation of Partnership

Nothing in this Agreement shall be construed to render County in any way or for any purpose, a partner, joint venture, or associate in any relationship with Licensee other than that of licensor and licensee, nor shall this Agreement be construed to authorize either County or Licensee to act as agent for the other.

3.29 Nondiscrimination

Licensee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that:

a) No person on the grounds of race, color, creed, national origin, sex, age or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Licensee's facilities pursuant to its operations hereunder;

b) In the furnishing of services on Airport, no person on the grounds of race, color, creed, national origin, sex, age or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination; and

c) Licensee shall use Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

d) Licensee shall not discriminate against any individual on the grounds of disability, nor in any way prevent disabled individuals from the full enjoyment of goods, services, facilities, privileges, or accommodations in violation of the ADA and its implementing regulations, 28 C.F.R. pt. 36 at the Rumble Over the Redwoods Airshow.

3.30 Nonexclusive Rights

Nothing herein shall be construed to grant or authorize the granting of any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport. Provided, however, subject to the terms and provisions of this Agreement, Licensee shall have the right to exclusive possession of the Licensed Premises described by Section 2.02.

3.31 Nonwaiver of Rights

No failure by County to insist upon the strict performance of any covenant, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial fees, charges, or other required payments during the continuance of any such breach, shall constitute a waiver of any breach or of such covenant, term or condition.

No receipt of monies by County from Licensee after the termination of this Agreement, or after the giving of any notice of termination of this Agreement,

unless such receipt cures the event of default, which was the basis for the notice, shall reinstate, continue or extend the Term or effect any notice theretofore given to Licensee, or operate as a waiver of the right of County to enforce the payment of any applicable fees, charges, or other required payments payable by Licensee hereunder or thereafter falling due.

3.32 Notice of Claims and Suit

Licensee shall give the County prompt and timely written notice of any personal injury or other accident claims and of any lawsuit coming to its knowledge when either such claim or lawsuit arises out of or is in any way connected with the operations of Licensee herein, or the construction or operation of Airport by County, which in any way, directly, indirectly, contingently or otherwise, might reasonably affect the parties' relationship under this Agreement.

Such notice shall be deemed prompt and timely if given within thirty (30) calendar days following the date of receipt of such claim by an officer, agent, or employee of Licensee, and if given within ten (10) calendar days following the date of service of process upon Licensee with respect to any such lawsuit.

3.33 No Warranty

County does not warrant that the Airport will continue to be used as an airport during the Term of this Agreement. In the event that such airport use is terminated, whether temporarily or permanently, Licensee shall neither claim, nor have entitlement to, any damages whatsoever from County under this Agreement.

3.34 Nuisance and Waste

Licensee for itself and its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, subtenants, invitees, and suppliers shall not erect, nor permit to be erected, any nuisance on the Licensed Premises, nor permit any waste thereon.

3.35 Peaceable Use and Enjoyment

Licensee shall, subject to performance and compliance by Licensee of the covenants, conditions and permits on the part of Licensee to be performed and complied with herein, peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities as granted hereby and by the Airport Rules and Regulations.

3.36 Prohibition of Liens

Licensee shall pay promptly, as due, all persons supplying labor and materials for any alteration of, or improvement to, the Licensed Premises, and shall permit no lien or claim to be filed or prosecuted against County on account of such labor and materials furnished.

3.37 Removal of Licensee's Property

If Licensee is not in default as to the payment of any applicable fees, charges, or other required payments to County herein, Licensee may remove its inventory, Trade Fixtures, and furnishings, but not including any Improvements, from the

Licensed Premises upon expiration or earlier termination of this Agreement. If Licensee does not elect, or otherwise fails to remove the same, or any part thereof, within thirty (30) days following County's regaining possession of the Licensed Premises, County may, at its option, either require such removal at Licensee's sole cost and expense, or keep such property, in which latter event, title to the same shall vest in County without any obligation to pay Licensee with respect thereto.

3.38 Reports

Licensee shall provide County with any reasonable statistical reports including, without limitation, attendance reports inclusive of attendance data from those residing outside of Humboldt County, customer satisfaction reports, and any other report which the Director may from time-to-time request by written notice to Licensee, to the extent such reports exist.

3.39 Restrictions and Regulations

This Agreement, and the rights herein granted, shall be subject to any and all applicable local, federal, State, and County rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by any duly authorized governmental agency with respect to Licensee's operation at Airport.

3.40 Right of Entry

Upon at least two (2) business days' written notice, except in the case of an emergency, Director shall have the right, throughout the Term of this Agreement, to enter the Licensed Premises for any lawful purpose not inconsistent with the terms and conditions of this Agreement, including, without limitation, the purpose of determining whether Licensee is complying with its obligations herein. In connection with any such entry, County shall not unreasonably interfere with the use and occupancy of the Licensed Premises by Licensee and its subtenants. Such entry by County shall not be deemed to excuse Licensee's performance of any promise, term, condition, or covenant required of it by this Agreement, and shall not be deemed to constitute waiver thereof by County.

3.41 Risk Reduction

Licensee shall neither use nor permit the use of the Licensed Premises in such a manner as to increase the County's exposure, which would affect the insurance premiums thereon in excess of that in existence at the commencement of the Term hereof.

3.42 Security

It is the responsibility of Licensee, at the direction of the Director, to maintain security of the entire Licensed Premises during the event. Consistent with Airport's Rules and Regulations, as may be amended from time to time throughout the Agreement Term, Licensee shall be responsible for the conduct and actions of Licensee's employees, subtenants, contract employees or other personnel conducting business on the Airport.

3.43 Signs

Licensee shall not erect, maintain, or display any Sign on the Licensed Premises, or elsewhere at Airport, without the prior written consent of the Director. Licensee shall submit drawings, sketches, designs, and dimensions of such signs to the Director when requesting such approval. All such Signs
shall be consistent with County's general Sign policy for Airport. Any condition, restriction, or limitation as to use or appearance of such Signs as may be stated by the Director in writing shall become a part of this Agreement, as if specifically set forth herein.

3.44 Statement Regarding a Certified Access Specialist

Pursuant to California Civil Code Section 1938, the County states that the Licensed Premises:

- ☒ Have not undergone an inspection by a Certified Access Specialist (CASp).
- ☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Licensed Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.
- ☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Licensed Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law.
Although state law does not require a CASp inspection of the subject premises, the commercial property owner or licensor may not prohibit the Licensee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

3.45 Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties hereto.

3.46 Surrender of Licensed Premises

County is not required to give Licensee any notice to quit possession of the Licensed Premises upon expiration or earlier termination of this Agreement. Licensee shall peaceably surrender possession of the Licensed Premises upon

expiration or earlier termination of this Agreement in substantially as good order and condition as when received, excepting reasonable wear, destruction by lightning or other natural causes, or fire not caused by the acts or omissions of Licensee, its officers, agents, employees, subcontractors, customers, invitees, or other persons doing business with Licensee or on the Licensed Premises with the consent of Licensee.

3.47 Taxes

Licensee shall, at its sole cost and expense, pay any and all taxes for which it is responsible, or which may be assessed against it.

A. Possessory Interest and Property Taxation

Under this Agreement a possessory interest subject to property taxation may be created. Pursuant to California Revenue and Taxation Code Section 107.6 and California Government Code Section 53340.1, notice is hereby given that such possessory interest may be subject to property taxation and special taxation pursuant to Chapter 25, Division 2 of the California Government Code (Mello-Roos Community Facilities Act of 1982), and that the party in whom the possessory interest is vested may be subject to the payment of property taxes and special taxes levied on such interest. Licensee shall pay any and all taxes, assessments, and other charges of whatsoever character that may be levied or charged upon Licensee's interest as herein may be created, improvements, operations, or right to use of the Licensee's Licensed Premises.

B. Right to Contest Taxes

Licensee shall have the right to contest in its own name, or, to the extent reasonably necessary, in County's name, in good faith and by all appropriate proceedings, the amount, applicability, or validity of any tax assessment pertaining to the surface of Airport property and Licensee's operations thereon.

In the event Licensee initiates such contest, County shall reasonably cooperate with Licensee, provided that such contest will not subject any part of the surface of Airport property to forfeiture or loss; and provided, further, that if Licensee contests any assessment made by the Assessor of County, such contest shall not be initiated in the name of County, and County shall not be obligated to cooperate therewith. If at any time payment of any tax or assessment becomes necessary to prevent any forfeiture or loss, Licensee shall timely pay such tax or assessment to prevent such forfeiture or loss.

3.48 Time is of the Essence

Time shall be of the essence in complying with the terms, conditions and provisions of this Agreement.

3.49 Title to Licensed Premises Improvements

Title to all Licensed Premises Improvements made by Licensee shall at all times during the Term remain in Licensee. Upon expiration or sooner termination of this Agreement, title to all such Licensed Premises Improvements shall, at the written election of the Director, vest in the County without payment of any further consideration to Licensee; except that in lieu of taking title to such Licensed Premises Improvements, the Director shall have the option to require Licensee to remove any or all of such Licensed Premises Improvements, at Licensee's sole cost, within sixty (60) days after such expiration or termination. Director shall exercise the County's option to require Licensee to remove any or all of such Improvements, at Licensee's sole cost, by providing notice to Licensee within sixty (60) days of expiration of this Agreement. In the event of sooner termination pursuant to this Agreement, said exercise of such option shall not be required and Director may designate the disposition of the improvements.

3.50 Title to the Licensed Premises

Title to the Licensed Premises is and shall remain vested in the County.

3.51 Trash and Garbage

Licensee, at its sole cost and expense, shall provide a complete and proper arrangement for the adequate sanitary handling and disposal away

from the Airport of all other trash, garbage, and other refuse resulting from, or in any way associated with, Licensee's operations herein.

3.52 Vehicular and Equipment Parking

Vehicular and equipment parking in areas other than the Licensed Premises by Licensee, its officers, representatives, agents, employees, guests, patrons, volunteers, contractors, subcontractors, licensees, suppliers or other invitees shall be restricted to such areas at Airport as are designated by the Director. Parking in areas other than Licensed Premises shall be subject to the payment of such parking fees and charges, as well as any time limitation or other legal restriction, which may from time to time be in effect for such designated areas.

3.53 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 hereby agrees to notify County immediately if it becomes a Nuclear Weapons Contractor as defined above. County may immediately terminate this Agreement if it determines that the foregoing certification is false or if License subsequently becomes a Nuclear Weapons Contractor.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

RUMBLE OVER THE REDWOODS, INC.:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Cody Roggatz, Director of Aviation
(*Pursuant to the Authority Delegated by the Humboldt County Board of Supervisors on July 23,* 2024 *[Item No. _-__]*)

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management

EXHIBIT A

LICENSED PREMISES AND AUTHORIZED USE

Licensed Premises

The Licensed Premises consists of areas identified on Exhibit 1-A for ground operations associated with conducting the Rumble Over the Redwoods Airshow. Exhibit 1-B identifies the aerobatic box and associated ground area to support flying displays. These areas will be utilized by the performers as a part of the Rumble Over the Redwoods Airshow. Airshow activities and ground space (Exhibit 1-A) associated with conducting the airshow include:

- Public Parking
- Logistics and Support Areas
- Primary Spectator Area
- Hot Ramp
- Aerobatic Box

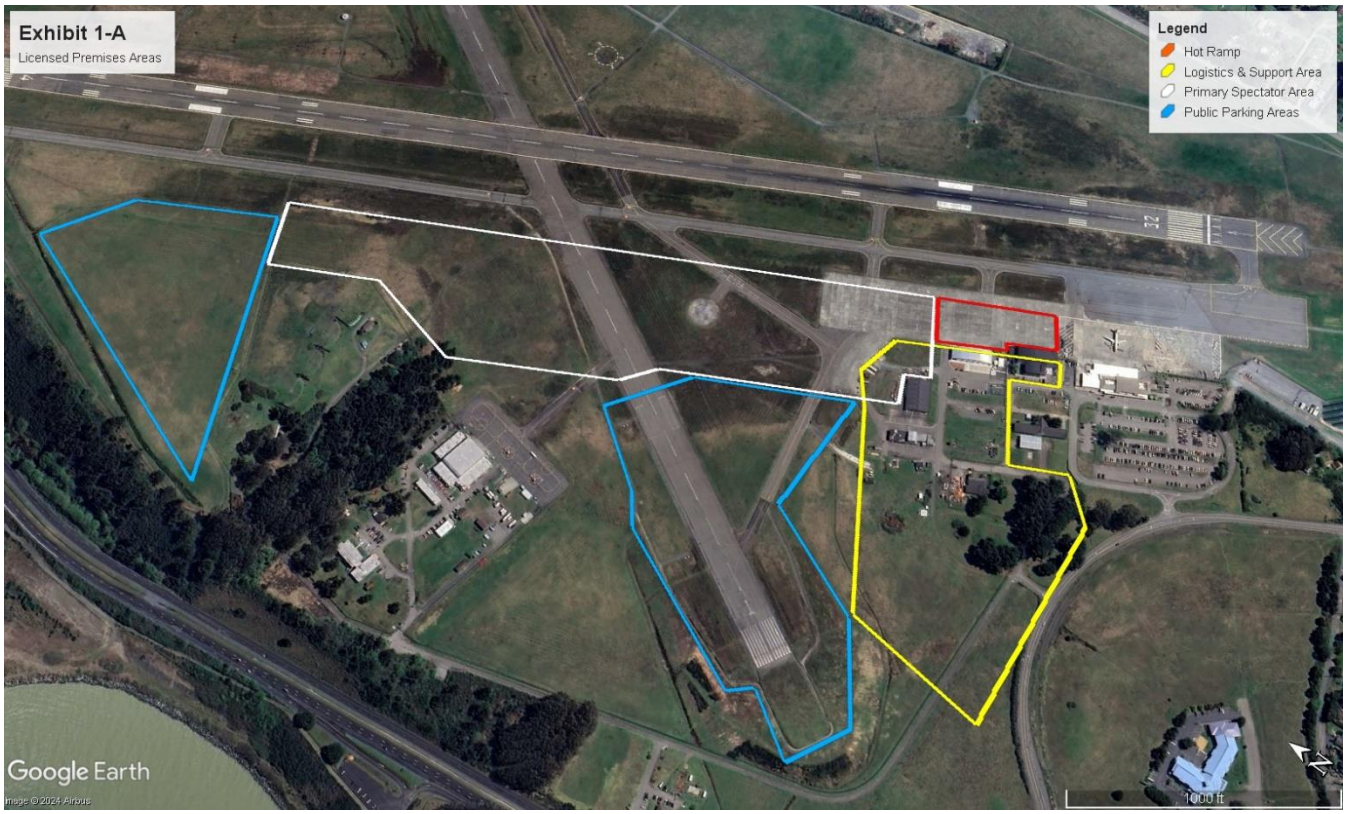

EXHIBIT 1-B

AEROBATIC BOX

Authorized Use

Except with the Director's prior approval, Licensee covenants and agrees to use and occupy the Premises on a temporary annual basis for the sole and only purpose of performing such functions normally associated with Licensee's airshow business. Licensee shall comply with all Rules and Regulations governing operation on the Airport as they may be amended from time to time to the extent such Rules and Regulations do not conflict with the rights granted to Licensee herein. Any other activities not specifically enumerated above regarding the use and occupancy of the Premises shall be subject to the prior written approval of the Director of Aviation.

Licensee is authorized to use the Licensed Premises for the following activities:

1. Install, Operate, and Store Equipment
    - Licensee is authorized to install, operate, and store all equipment necessary for the Event. This includes the erection of temporary structures and facilities, ensuring all necessary

equipment and materials are delivered and installed, and conducting safety inspections.

2. Non-Exclusive Use of Airport Improvements
    - Licensee is granted the non-exclusive use, in common with others, of Airport improvements. This includes utilizing shared spaces and facilities necessary for the Event.
3. Receive, Store, and Deliver Personal Property
    - Licensee may receive, store, and deliver personal property upon the Licensed Premises as required for the operation of the Event. This includes managing the logistics of all materials and equipment necessary for the Event.
4. Setup and Cleanup Efforts
    - Setup Period: Licensee is allowed to occupy and utilize the Licensed Premises for setup efforts starting up to fourteen (14) days prior to the Event.
    - Cleanup Period: Licensee is allowed to occupy and utilize the Licensed Premises for cleanup efforts for up to seven (7) days after the Event has ended.
        - Cleanup activities include the removal of all temporary structures and facilities, clearing the Licensed Premises of any debris, waste, and materials related to the Event, and restoring the Licensed Premises to its original condition.
5. Utilities and Services
    - Licensee is authorized to use airport utilities and services as necessary for the Event, including electricity, water, and waste disposal. Any additional costs incurred for such utilities and services will be the responsibility of the Licensee.

EXHIBIT B SPONSORSHIP AGREEMENT

Rumble Over the Redwoods, Inc.

SPONSORSHIP AGREEMENT

Rumble Over the Redwoods Airshow

THIS SPONSORSHIP AGREEMENT (Agreement) is made and entered into as of this _____ day of _____, 2024, by and between the COUNTY OF HUMBOLDT ("County"), a political subdivision of the State of California, and the RUMBLE OVER THE REDWOODS, INC. ("ROTR"), a California non-profit corporation authorized to do business in the State of California.

WHEREAS, ROTR oversees the staging of the annual Rumble Over the Redwoods Airshow (Airshow) at ACV Airport, which highlights County's rich military aviation history and the economic benefits derived from aviation-related businesses within the County and County's airport system; and

WHEREAS, the Airshow promotes the County's airport system to surrounding communities, and Airshow proceeds support the larger Humboldt community in the form of donations to community and non-profit organizations that provide voluntary staffing; and

WHEREAS, the County Board of Supervisors has authorized the Director of Aviation to execute this Agreement; and

WHEREAS, County and ROTR now desire to enter into this Agreement to clarify their respective obligations relating to the Airshow; establish a two-year sponsorship commitment; and supplement the Agreement for License of Property between County and ROTR (License) subject to the terms and conditions set forth below.

NOW, **THEREFORE**, in consideration of the mutual covenants herein contained, County and ROTR agree as follows:

1. Recitals

The foregoing recitals are true and correct and are incorporated herein by reference.

2. Term

The term of this Agreement shall begin on July 23, 2024, and shall remain in full force and effect until December 31, 2026. In no event shall this Agreement extend beyond the term of the License. If said License term is

extended by the parties, the Director of Aviation ("Director") shall have the authority to extend the term of this Agreement accordingly.

3. County's Sponsorship Obligation

County shall provide the following to ROTR throughout the term of this Agreement:

1) Use of the Licensed Premises as more particularly described in the License Agreement.

4. Benefits Received by County

ROTR shall provide to County the following throughout the term of this Agreement:

A. Brand Recognition. Beginning on September 1, 2024:

1) The Airport's logo shall be used in all television ads promoting the Airshow.
2) The Airport's logo shall be used in all digital Airshow programs, flyers, and maps.
3) The Airport's logo shall be used in all official and commemorative Airshow posters.
4) The Airport's logo shall be used in all newspaper and magazine ads.
5) The Airport shall be recognized in social networking, email and web campaigns associated with ROTR events around the region.
6) The Airport's logo shall be used in all Airshow tickets sold (digital or printed).
7) The Airport's logo shall be placed on the home page and sponsor's page of the Airshow's website.
8) The County shall be permitted to use Airshow logo and the title of "sponsor" in advertisements promoting County events.
9) The County should be mentioned in all media as an Airshow sponsor.

B. On Site Activation

On the days of the Airshow, ROTR shall ensure the following:

1) The Airport will be entitled to two (2) public address announcements per show day, excluding any future night show event. Such announcements will be prepared by the Department of Aviation Communication and Media Department.
2) The Airport's logo shall be prominently displayed on welcome banners at all Airshow entry gates.
3) The Airport will be entitled to up to five (5) County- approved banners in the prime area along flight line and ramp, at precise locations to be determined by ROTR.

C. Hospitality

ROTR shall provide County with the following, no later than eighteen (18) days before the Airshow commences:

1) The County shall be provided twenty-five (25) general admission passes valid for either day of Airshow.
2) The County shall be provided ten (10) community sponsor tent passes and fifteen (15) VIP parking passes valid only for the Saturday performance.
3) The County shall be provided ten (10) community sponsor tent passes and fifteen (15) VIP parking passes valid only for the Sunday performance.

D. Appreciation

ROTR shall provide County will the following, no later than seven (7) days after the Airshow:

1) If created, the County shall be provided ten (10) official Airshow sponsor caps.
2) If created, the County shall be provided ten (10) commemorative Airshow posters.
3) If created, the County shall be provided ten (10) official Airshow souvenir programs.

5. Public Identification and Use of Logo

County shall use only the official logo provided by ROTR.

6. Force Majeure

County acknowledges and understands that the successful presentation of an air show is dependent upon numerous factors such as weather, performer cancellation and public apathy, all of which are beyond the control of ROTR, and ROTR makes no warranty or guarantee, except as written in this Agreement, that County shall receive all of the benefits set forth herein should the Airshow be canceled for any reason.

ROTR shall not be liable or responsible for delays or failures in performance resulting from events beyond its reasonable control and without fault or negligence. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics acts of government, fire, power failures, nuclear accidents, earthquakes, severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of third parties (except as otherwise specifically provided herein).

7. Director

As used in this Agreement, "Director" shall mean the Director of the Department of Aviation or their designee. Director shall administer this Agreement and has authority to make administrative amendments to this Agreement on behalf of County, including, but not limited to, schedules, changes to sponsorship benefits received by County, performance milestones, and management practices. Unless otherwise provided herein or required by applicable law, Director shall be vested with all the rights, powers, and duties of County herein. With respect to matters herein subject to the approval, satisfaction, or discretion of County or Director, the decision of the Director in such matters shall be final.

8. Notices

Any notice, demand, request, consent, or approval that either party may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

COUNTY:

Humboldt County Department of Aviation
Attention: Cody Roggatz, Director
3561 Boeing Avenue
McKinleyville, California 95519

LICENSEE:

Rumble Over the Redwoods, Inc.
Attention: Justin Zabel, Executive Director
200 Dinsmore Drive
Fortuna, California 95540

WITH A COPY TO:
Adam Guernsey, Esq.
2801 T Street
Sacramento, CA 95816

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

9. Compliance with Laws

ROTR shall observe and comply with all applicable federal, State, and County laws, regulations, and ordinances in the performance of this Agreement.

10. Performance Standards

ROTR shall perform the services, tasks, and functions described in section 4 of this Agreement in accordance with the industry and/or professional standards applicable to such services, tasks, and functions.

11. Termination

Either party may terminate this Agreement without cause by giving written notice in accordance with section 2.01.C of the License Agreement, which notice shall only be provided between September 1st and December 1st each year. Notice shall be deemed served on the date of mailing. Early termination of the License Agreement shall also constitute termination of this Agreement.

12. Duplicate Counterparts

This Agreement and any amendments hereto may be executed in duplicate counterparts. The Agreement and subsequent amendments shall be deemed executed when it has been signed by both parties. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and subsequent amendments, with such scanned signatures having the same legal effect as original signatures. This Agreement and any amendments hereto may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

13. Prior Agreements

This Agreement constitutes the entire contract between County and ROTR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between County and ROTR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

14. Authority to Execute

Each person executing this Agreement and any amendments hereto represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement and subsequent amendments for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and subsequent amendments and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

RUMBLE OVER THE REDWOODS, INC.:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Cody Roggatz, Director of Aviation
(*Pursuant to the Authority Delegated by the Humboldt County Board of Supervisors on July 23,* 2024 *[Item No. _-__]*)

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management

EXHIBIT C INSURANCE REQUIREMENTS

Agreement between the County of Humboldt (County) and Rumble Over the Redwoods, Inc. (Licensee)

Without limiting Licensee's indemnification, Licensee shall procure and maintain, for two weeks prior to any Event and one week following any Event, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the License by the Licensee, its agents, representatives, volunteers, or employees. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for County and for members of the public, County shall confer with Licensee to discuss increasing coverage to provide adequate protection.
to the parties shall confer in an attempt to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Licensee shall furnish the County with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The County reserves the right to require that Licensee provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. AVIATION COMMERCIAL GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001 or as broad as. Including, but not limited to Premises/Operations, Products/Completed Operations, Liquor Liability, Contractual, and Personal & Advertising Injury, without
additional exclusions or limitations, unless approved by the County Risk Manager.

2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or Licensed vehicles, symbols "8" and "9" for non-owned and hired autos shall apply.

b. Personal Lines automobile insurance shall apply if vehicles are individually owned.

3. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability,
Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

4. AIR MEET LIABILITY to cover the Airshow.

Minimum Limits of Insurance

Licensee shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Liability:	$5,000,000
Personal & Adv. Injury:	$1,000,000
Each Occurrence:	$5,000,000

Automobile Liability:

a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, $1,000,000 Combined Single Limit;

b. $5,000,000 for any airside driving;

c. Personal Lines Automobile Liability for Individually owned vehicles, $250,000 per person, $500,000 each accident,
$100,000 property damage.

2. WORKERS' COMPENSATION: If and when Licensee has employees, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars

($1,000,000.00) per accident for bodily injury or disease. Said Policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees, and volunteers.

If LICENSEE has no employees, LICENSEE agrees to the following in lieu of Workers' Compensation Insurance:

LICENSEE is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and LICENSEE will comply with provisions of that code before commencing with and during the performance of the work of this agreement.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Air Meet Liability: $5,000,000 Per Occurrence Combined Single Limit Bodily Injury and Property Damage.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention that apply to any insurance required by this License must be declared and approved in writing by the County.

Other Insurance Provisions

The insurance policies required in this License are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies:

1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.

2. MAINTENANCE OF INSURANCE COVERAGE: The Licensee shall maintain all insurance coverages in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this License shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the County. For non-payment of premium ten (10) days prior written notice of cancellation is required.

Commercial General Liability and/or Commercial Automobile Liability:

1. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Licensee; products and completed operations of the Lessee; premises owned, occupied or used by the Licensee; or automobiles owned, licensed, hired or borrowed by the Licensee. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers.

2. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

3. PRIMARY INSURANCE: For any claims related to this License, the Licensee's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

Address Additional Insured Status
County of Humboldt:
Humboldt County
Department of Aviation
3561 Boeing Avenue
McKinleyville, CA 95519

4. SEVERABILITY OF INTEREST: The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. SUBCONTRACTORS: Licensee shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

WORKERS' COMPENSATION WAIVER OF SUBROGATION:
Should Workers' Compensation be required for per provisions of California Labor Code Section 3700 for license agreement, Licensee shall ensure the workers' compensation policy required shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this License by the Licensee.

Notification of Claim

If any claim for damages is filed with Licensee or if any lawsuit is instituted against Licensee, that arise out of or are in any way connected with Licensee's performance under this License and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Licensee shall give prompt and timely notice thereof to County. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

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EXHIBIT D
FAA CONTRACT PROVISIONS

REQUIRED FEDERAL LANGUAGE FOR NON-AIP LICENSES AND OTHER REAL PROPERTY TRANSACTIONS

A. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Licensee transfers its obligation to another, the transferee is obligated in the same manner as the Licensor.

This provision obligates the Licensee for the period during which the property is owned, used or possessed by the Licensee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, Licensee, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations: Licensee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: Licensee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and Licenses of equipment. Licensee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

   Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made Licensee for work to be performed under a subcontract, including

procurements of materials, or Licenses of equipment, each potential subcontractor or supplier will be notified by Licensee of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

3. Information and Reports: Licensee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Licensee will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

4. Sanctions for Noncompliance: In the event of Licensee's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to Licensee under the contract until Licensee complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

5. Incorporation of Provisions: Licensee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and Licenses of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Licensee will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Licensee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Licensee may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, Licensee may request the United States to enter into the litigation to protect the interests of the United States.

C. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, Licensee, for itself, its assignees, and successors in interest agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

• Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

• 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

• The Age Discrimination Act of 1975, as amended, (42 USC § 6101 et seq.), (prohibits discrimination on the basis of age);

• Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

• The Civil Rights Restoration Act of 1987, (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);

• Titles II and III of the Americans with Disabilities Act of 1990 (42 USC 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by the U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

• The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

D. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Licensee has full responsibility to monitor compliance to the referenced statute or regulation. Licensee must address any claims or disputes that arise from this requirement directly with the
U.S. Department of Labor – Wage and Hour Division.

E. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Licensee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Licensee retains full responsibility to monitor its compliance and
their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Licensee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT E
INDEMNITY AGREEMENT

Rumble Over the Redwoods, Inc.

Indemnity Agreement

Rumble Over the Redwoods Airshow

THIS INDEMNITY AGREEMENT (Agreement) is made and entered into as of this _____ day of _____, 2024, by and between the COUNTY OF HUMBOLDT (County), a political subdivision of the State of California, and the RUMBLE OVER THE REDWOODS, INC. (Airshow Organizer or Licensee), a California non-profit corporation authorized to do business in the State of California.

RECITALS

WHEREAS, County is owner of California Redwood Coast-Humboldt County Airport (ACV or Airport) located in the County of Humboldt and Airport is operated by the Humboldt County Department of Aviation (Department);

WHEREAS, AIRSHOW ORGANIZER, intends to organize, operate, and host an airshow named Rumble Over the Redwoods at the California Redwood Coast-Humboldt County Airport, also known as the ACV Airport;

WHEREAS, AIRSHOW ORGANIZER has identified the reasons for hosting the event at the ACV Airport as a benefit to the Humboldt Community through increasing tourism, as an honor to Veterans, as an economic development opportunity, and to provide youth an ability to learn about Aviation professional opportunities, amongst other community benefits;

WHEREAS, the Board of Supervisors of the County of Humboldt passed Resolution 24-57 at their regular meeting on May 7, 2024 affirming support of the Rumble Over the Redwoods air show being hosted at the ACV Airport; and

WHEREAS, AIRSHOW ORGANIZER and COUNTY have entered into a License of Property of ACV Airport to host said Airshow on August 10-11, 2024 (hereinafter, the Airshow):

TERMS

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Airshow Organizer/Licensee, or any successor(s)-in-interest, shall defend, indemnify, save and hold harmless the County of Humboldt, its elected and

appointed officials, officers, employees, agents and volunteers from any and all claims, actions, proceedings or liability of any nature whatsoever including, but not limited to: any actions taken in connection with any airshow activities undertaken by County (such as entering into a License, Sponsorship, and/or Indemnification Agreement; approval of a temporary Road Closure; acquiring of any local, state, or federal permits; compliance with local, state, and/or federal law, mandates, and/or grant assurances); any action or inaction taken to provide related environmental clearance under the California Environmental Quality Act ("CEQA") by County's advisory agencies, boards or commissions, appeals boards, or commissions, Planning Commission, or Board of Supervisors; any acts or omission of Airshow Organizer/Licensee in planning, organizing, advertising, and conducting the Airshow; and attorneys' fees and costs awards arising out of, or in connection with the County's review or approval of the Airshow, and/or grants of entitlements related to the Airshow, or arising out of or in connection with the acts or omissions of Airshow Organizer/Licensee, their agents, volunteers, employees or contractors.

With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul actions taken by COUNTY associated with supporting, sponsoring, hosting, permitting, granting entitlements related to, or otherwise allowing Airshow, including any contention the Airshow or its approval is defective because a County ordinance, resolution, policy, standard or plan is not in compliance with local, state or federal law. The obligation of Airshow Organizer/Licensee hereunder shall apply regardless of whether the County prepared, supplied or approved plans, specifications or both. This obligation shall also extend to any claim, action or proceeding against the County to attack, set aside, void or annul decisions made in response to California Public Records Act requests associated with the Airshow.

2. The County will promptly notify Airshow Organizer/Licensee of any such claim, action, or proceeding that is or may be subject to this Indemnification and will cooperate fully in the defense. The County may, within its unlimited discretion, participate at its own expense in the defense of any such claim, action, or proceeding if the County defends the claim, action, or proceeding in good faith, but such participation shall not relieve the Airshow Organizer/Licensee of its obligations to reimburse the County or its indemnitees for all such expenses (i.e., attorneys' fee award and court costs).

3. Subject to Section 2, the Airshow Organizer/Licensee shall pay all legal services expenses the County incurs in connection with any such litigation, whether it incurs such expenses directly, whether it is ordered by a court to pay such expenses, or whether it incurs such expenses by providing legal services through its Office of County Counsel or through outside counsel

retained to represent the County in such litigation. Payment for County's costs related to the litigation shall be made on a deposit basis. Within thirty (30) days of receipt of notice from County that litigation has been initiated against the Airshow, Airshow Organizer/Licensee shall initially deposit with the County's Aviation Department the total amount of Twenty Thousand Dollars ($20,000). Airshow Organizer/Licensee shall deposit with County such additional amounts as County reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the County associated with the litigation. Within ten (10) days of written notice from County, Airshow Organizer/Licensee shall make such additional deposits.

4. The defense and indemnification of County set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

5. Airshow Organizer/Licensee shall pay all court ordered costs and attorney fees.

6. For any breach of the obligations contained herein, the County may decline to grant entitlements, terminate agreements, or rescind its approvals associated with the subject Airshow.

7. Airshow Organizer/Licensee shall not be required to pay or perform any settlement unless the settlement is approved in writing by Airshow Organizer/Licensee, which approval shall not be unreasonably withheld. The County must approve any settlement affecting the rights and obligations of the County.

8. The obligations of Airshow Organizer/Licensee under this Agreement shall apply regardless of whether any permits or entitlements are issued, agreements are executed, or resolutions are adopted. The parties agree to be bound by the terms of this Agreement, which shall survive the invalidation, nullification or setting aside of any Airshow approval.

9. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

10. This Agreement shall be construed and enforced in accordance with the laws of the State of California. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the appropriate venue is the Humboldt County Superior Court, unless transferred by court order pursuant to California Code of Civil Procedure Section 394 or 395.

11. It is agreed and understood by the parties hereto, that this agreement has been arrived at through negotiations and that neither party is to be deemed the party which prepared this agreement within the meaning of Civil Code section 1654.

12. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and delivery this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

13. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

After review and consideration of all of the foregoing terms and conditions, Airshow Organizer/Licensee, by its/their signature(s) below, hereby agree(s) to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

RUMBLE OVER THE REDWOODS, INC.:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Cody Roggatz, Director of Aviation
(*Pursuant to the Authority Delegated by the Humboldt County Board of Supervisors on July 23,* 2024 *[Item No. _-__]*)

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management