

# County of Santa Clara



## LICENSE AGREEMENT FOR GENERAL AVIATION AIRCRAFT AT COUNTY AIRPORTS

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**COUNTY OF SANTA CLARA**  
**LICENSE AGREEMENT FOR GENERAL AVIATION AIRCRAFT**  
**AT**  
**COUNTY AIRPORTS**

Whereas, General Aviation has been the purpose of the three County of Santa Clara Airports (AIRPORTS) since their inception; and

Whereas, the County of Santa Clara (COUNTY) has available for use by the owners and operators of General Aviation aircraft certain tie-down, shelter, and hangar spaces at its AIRPORTS; and

Whereas, pursuant to Division A13 of the County Ordinance Code and other authority vested in the Director, Roads & Airports Department (DIRECTOR) or his/her designee, DIRECTOR, on behalf of the County is authorized to enter into this License Agreement for General Aviation aircraft (LICENSE) at the AIRPORTS;

Therefore, this LICENSE is made and entered into between the COUNTY by its DIRECTOR and (LICENSEE), subject to the following terms, conditions, and provisions:

**SECTION 1. LICENSE**

The COUNTY hereby grants to LICENSEE a revocable license to store an aircraft in a COUNTY hangar, shelter, or tie-down space. The hangar, shelter or tie-down space assigned to LICENSEE pursuant to this License shall be referred to as the Assigned Space.

**SECTION 2. TERM**

This LICENSE shall commence on the Effective Date set forth in the Agreement Summary attached hereto, marked Exhibit A and incorporated herein by this reference. The LICENSE shall continue for a period of thirty (30) days and shall automatically be renewed for successive thirty day periods, unless terminated pursuant to the provisions of this LICENSE.

**SECTION 3. IDENTIFICATION OF AIRCRAFT**

- A. LICENSEE shall designate on page two of the attached Agreement Summary an aircraft as the "primary aircraft" to occupy the Assigned Space. LICENSEE shall own the primary aircraft in whole or in part. COUNTY at its sole discretion may waive the ownership requirement in the case of leased aircraft. LICENSEE may change the designated primary aircraft on the attached Agreement Summary at any time. If LICENSEE ceases to be a registered owner or part owner of the designated primary aircraft and does not designate another aircraft as the primary aircraft within 30 calendar days of such change in ownership, this LICENSE may be terminated by DIRECTOR.
- B. LICENSEE shall provide DIRECTOR with the original Certificate of Registration issued by the Federal Aviation Administration (FAA) for the primary aircraft and any other aircraft occupying the hangar as may be authorized under any provision of this LICENSE. DIRECTOR shall copy the original Certificate of Registration and return it to LICENSEE. If an Application for Registration has been made to the FAA for any aforementioned aircraft but the Certificate of Registration has not yet been issued by the FAA for said aircraft, LICENSEE shall provide to DIRECTOR, under penalty of perjury, a copy of the Application for Registration and Bill of Sale in lieu of the Certificate of Registration until such time as the New Certificate of Registration is issued by the FAA and the new Certificate of Registration provided to DIRECTOR. LICENSEE shall be named as owner or part owner on the primary aircraft's Certificate of Registration or Application for Registration.

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### SECTION 4. IDENTIFICATION OF LICENSEE

The term ALICENSEE≡ as used in this LICENSE shall mean each person jointly and severally who executes this LICENSE. Any notice or report to, or signature of, any one or more of them, with respect to this LICENSE, shall be binding upon each and all of the persons executing this LICENSE. If more than one person executes this LICENSE, each of them are jointly and severally liable for the performance and adherence to all of the terms, covenants, conditions and provisions contained in this LICENSE. Each person executing this LICENSE herein represents and warrants to COUNTY that he/she has full authority to execute and deliver this LICENSE to COUNTY.

A. LICENSEE as Individual(s)

Only the individual(s) listed on the hangar, shelter or tie-down Waiting List Application may enter into this LICENSE Agreement as LICENSEE. If more than one person will be entering into a LICENSE with the COUNTY for the same Assigned Space, all such persons must be identified together on the Waiting List Application.

B. LICENSEE as Corporation

Only the corporation listed on the hangar, shelter or tie-down Waiting List Application may enter into this LICENSE Agreement as LICENSEE. Said corporation must provide appropriate documentation that the persons entering into this LICENSE Agreement are duly authorized to do so on its behalf.

C. LICENSEE as Partnership or Joint Venture

Only the partnership or joint venture listed on the hangar, shelter or tie-down Waiting List Application may enter into this LICENSE Agreement as LICENSEE. LICENSEE shall provide a copy of the partnership agreement or joint venture agreement to the COUNTY and all partners or parties to the joint venture required to sign contracts binding the partnership or joint venture shall sign this LICENSE Agreement. Nothing in this LICENSE Agreement shall be deemed to constitute COUNTY or AIRPORTS and LICENSEE as partners or participants in a joint venture.

### SECTION 5. ASSIGNMENTS OR TRANSFERS

A. This LICENSE is not assignable or transferable.

B. LICENSEE shall not transfer or assign any part of the Assigned Space to another party. If the Assigned Space is a hangar large enough to accommodate two or more aircraft, LICENSEE may allow storage of additional aircraft in the portion of the hangar not intended for the primary aircraft. LICENSEE shall be responsible for compliance with all terms of this LICENSE for additional aircraft occupying the hangar.

C. LICENSEE shall not allow use of the portion of the hangar intended for the primary aircraft by other than the primary aircraft except on a temporary basis as authorized in advance of such use in writing by DIRECTOR. For designated primary aircraft that are not completely assembled, the aforementioned Aportion of the hangar intended for the primary aircraft” shall be construed to mean the area of the hangar that would be occupied by the primary aircraft in its completed state.

### SECTION 6. INSURANCE

LICENSEE, at its sole cost and expense, for the term of this LICENSE or any renewal thereof, shall obtain and maintain the minimum insurance coverages set forth in the General Aviation Insurance Requirements at COUNTY Airports attached hereto as Exhibit AB≡ and incorporated herein by this reference. Said coverages must be in place prior to the commencement of the Term of this LICENSE and prior to LICENSEE commencing any occupancy or activities under this LICENSE. LICENSEE shall provide to the DIRECTOR a copy of the Certificate of Insurance for the primary aircraft and any other aircraft occupying the Assigned Space. LICENSEE shall be identified on the primary aircraft’s Certificate of Insurance.

## **SECTION 7. AUTHORIZED ACTIVITIES**

LICENSEE may conduct the following authorized activities at AIRPORTS under the authority of this LICENSE:

- A. Aircraft parking and storage at the Assigned Space as specifically described in the Agreement Summary (Exhibit A).
- B. Parking of LICENSEE's and LICENSEE's guest's motor vehicle(s) in compliance with Airport Rules and Regulations and security requirements.
- C. Storage of aircraft support equipment directly related to LICENSEE's aircraft in accordance with Airport Rules and Regulations and fire safety requirements.
- D. Aircraft maintenance as specified in Federal Aviation Regulations except as prohibited by the requirements set forth in Section 8 of this LICENSE entitled "Restrictions and Conditions on Use of Assigned Space."
- E. Construction or assembly of aircraft owned by LICENSEE and the storage of ancillary equipment, tools and supplies.

## **SECTION 8. RESTRICTIONS AND CONDITIONS ON USE OF ASSIGNED SPACE**

The following restrictions and conditions shall apply to the activities authorized by this LICENSE:

- A. LICENSEE'S activities shall not impede parking, ingress or egress for aircraft, vehicles, or pedestrians at AIRPORTS.
- B. LICENSEE shall be solely responsible for properly securing all aircraft in Assigned Space when such aircraft is not in use.
- C. Upon thirty (30) days advance written notice to LICENSEE, DIRECTOR may change the designated location of the Assigned Space for the safety of any person or property or for the reasonable convenience of COUNTY. LICENSEE shall move all aircraft in Assigned Space to the new location within thirty (30) days of receipt of written notice from DIRECTOR. In the event of an immediate threat to the public health, safety, welfare, or emergency, requiring the removal of such aircraft, DIRECTOR may change the designated location of the Assigned Space, and shall notify LICENSEE in writing within twenty-four (24) hours of the change in location. In the event DIRECTOR changes the location of the Assigned Space for a LICENSEE, all LICENSEES so displaced shall be given priority on COUNTY's waiting list for comparable Assigned Space in the chronological order so displaced.
- D. If the Assigned Space is a hangar, LICENSEE agrees to lock the hangar with a padlock supplied by COUNTY, or with a padlock or combination lock approved by COUNTY and provide to the DIRECTOR a spare key or combination code as appropriate.
- E. LICENSEE shall keep the Assigned Space clean and free of debris. Refuse or waste products must be removed and deposited in containers specifically provided for that purpose.
- F. LICENSEE shall promptly report to DIRECTOR any condition in the Assigned Space that may require maintenance by COUNTY.
- G. To promote proper use of the Assigned Space for the parking and storage of aircraft, any period of non-utilization of the Assigned Space by LICENSEE for greater than one hundred and eighty (180) consecutive days shall indicate LICENSEE's intent to vacate the Assigned Space and terminate this LICENSE. Notice of termination of this LICENSE by COUNTY shall be given as required herein. Extensions to such 180-day time period may be approved at DIRECTOR's discretion upon written request submitted by LICENSEE.
- H. LICENSEE shall notify DIRECTOR within thirty days (30) of any change in registered ownership of the designated primary aircraft or any change of designation of the primary aircraft and shall provide written documentation verifying such change(s).

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- I. LICENSEE shall not conduct any commercial activity at or in Assigned Space, unless such activities are pursuant to a separate written agreement with the COUNTY by its DIRECTOR. The conduct of any commercial activity from the Assigned Space such as (but not limited to) aircraft charter, rental, repair, or instructional service is prohibited. The DIRECTOR shall be the sole judge of whether or not an activity is deemed to be a prohibited commercial activity. This exclusion shall not prohibit the incidental use of the aircraft in providing transportation in the course of LICENSEE'S business, profession or other commercial activity.
- J. LICENSEE shall not:
1. use any electrical equipment which exceeds the amperage available in the Assigned Space or modify existing wiring in any way;
  2. attach any hoisting or holding mechanism to any part of the Assigned Space or pass any such mechanism over the struts or braces in such space except as approved by DIRECTOR;
  3. paint, remove, deface, bend, drill, cut or otherwise modify or alter any part of the Assigned Space.
- K. Storage of property or equipment not normally used or required for aircraft support and flight operations or related aviation activities is prohibited except for storage of:
1. One boat, or one recreational vehicle, or one motorcycle or one automobile owned by the LICENSEE in addition to the primary aircraft in a hangar.
  2. A reasonable quantity of comfort items such as a table and seating.
- L. Spray painting, open flame torch work, arc welding, sand blasting, and paint stripping are prohibited in the Assigned Space unless conducted in accordance with Federal, State, and Local laws, rules, and regulations.
- M. Hazardous Materials B Applicable Laws and Definition:
1. As used in this clause, the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:
    - a) Is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
    - b) Is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
    - c) Gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws; or
    - d) Is any other material or substance giving rise to any liability, responsibility or duty upon the COUNTY or LICENSEE with respect to any third person under any Hazardous Materials Law.
    - e) The term "Hazardous Materials" shall also mean any substance or material which has been determined to be capable of posing risk of injury to health, safety and property, including petroleum and petroleum products, and including all of those materials and substances designated as hazardous or toxic, presently or in the future, by the U.S. Environmental Protection Agency, the California Water Quality Control Board, the U.S. Department of Labor, the California Department of Industrial Relations, the California Department of Health Services, the California Health and Welfare Agency in connection with the Safe Water and Toxic Enforcement Act of 1986, the U.S. Department of Transportation, the U.S. Department of Agriculture, the U.S. Consumer Product Safety Commission, the U.S. Department of Health, Education and Welfare, the U.S. Food and Drug Administration, and any other governmental agency authorized to regulate materials and substances in the environment including any other applicable state or local laws or ordinances, rules, decrees, orders, regulations or court decisions.
    - f) Without limiting the foregoing, the term "Hazardous Materials" shall include all of those materials and substances defined as "Toxic Materials" in Section 66680 through Section 66685 of Title 22 of the California Code of Regulation, Division 4, Chapter 30, as the same may be amended from time to time.
  2. LICENSEE'S Obligations: LICENSEE covenants that during the Term, or any extension thereof, or for such longer period as may be specified herein, LICENSEE shall comply with the following provisions of this Section unless otherwise specifically approved in writing by DIRECTOR:

- a) LICENSEE shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Assigned Space by LICENSEE, its agents, employees, contractors or invitees, except as required by LICENSEE'S permitted use of the Assigned Space, as described in Section 8 herein.
- b) Any handling, transportation, storage, treatment or usage by LICENSEE of Hazardous Materials that occurs on the Assigned Space following the Effective Date shall be in compliance with all applicable Hazardous Materials Laws;
- c) Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may be caused by LICENSEE, its agents, employees, contractors or invitees, at Assigned Space following the Effective Date, shall be promptly and thoroughly cleaned and removed from the Assigned Space and the LICENSEE at its sole expense, and any such discharge shall be promptly reported in writing to COUNTY, and to any other appropriate governmental regulatory authorities;
- d) No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by LICENSEE at the Assigned Space; and
- e) No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by LICENSEE at the Assigned Space without County's prior written consent.
- f) LICENSEE shall be solely and fully responsible and liable in the event LICENSEE's Hazardous Materials storage or usage or activities under this LICENSE causes or permits Hazardous Materials to be released at AIRPORTS or the Assigned Space. If any release of Hazardous Materials occurs at the Assigned Space or AIRPORTS as a result of LICENSEE's Hazardous Materials storage or usage, LICENSEE, at LICENSEE's sole cost and expense, shall immediately remove such Hazardous Materials release in accordance with all applicable local, state and federal laws and regulations. In addition to all other rights and remedies of COUNTY, if LICENSEE does not immediately clean up and remove any such Hazardous Materials release, COUNTY may pay to have same cleaned up and removed and LICENSEE shall reimburse COUNTY all costs incurred by COUNTY, together with interest at the maximum rate allowed by law.

3. Indemnification by LICENSEE:

- a) LICENSEE (and, if applicable, each of its general partners) and its successors, and assigns, if any, jointly and severally agree to protect, indemnify, defend (with counsel selected by COUNTY) reimburse and hold COUNTY and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs or expenses (known or unknown, contingent or otherwise), liabilities (including sums paid in settlement of claims), personal injury (including wrongful death), property damage (real or personal) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by COUNTY) which arise during or after the term of this LICENSE from or in connection with the presence or suspected presence of Hazardous Materials released or discharged by LICENSEE, its employees or agents anywhere in the Assigned Space during the Term, including the soil or groundwater on or under the Assigned Space, unless the Hazardous Materials were present prior to commencement of the term, or are present due solely as a result of the gross negligence or willful misconduct of COUNTY, its officers, employees or agents. Without limiting the generality of the foregoing, the indemnification provided by this clause shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws due to the presence of Hazardous Materials in the soil or groundwater on or under the Assigned Space, which were released or discharged by LICENSEE during the course of LICENSEE'S alteration of improvement of the Assigned Space, unless the Hazardous Materials were present prior to commencement of the Term, or are present due solely as a result of the gross negligence or willful misconduct of COUNTY, its officers, employees or agents.
- b) The provisions of this Section 3, Indemnification by LICENSEE, shall be in addition to any and all rights, obligations and liabilities of the parties which may exist under this LICENSE at common law. The remedies and the environmental indemnities provided for in this clause shall survive the expiration or termination of this LICENSE and/or any transfer of all or any portion of the Assigned Space or of any interest in this LICENSE; provided, however, that, notwithstanding anything in this clause to the contrary; if LICENSEE assigns this LICENSE with the consent of COUNTY, LICENSEE shall continue to be obligated to COUNTY under this clause with respect to any release or discharge of Hazardous Materials occurring prior to the effective date of such assignment, but shall have no obligations to COUNTY under this clause to the extent that any such release or discharge occurs after the effective date of such assignment.
- c) LICENSEE's obligations for clean up and removal of Hazardous Materials releases attributable to LICENSEE's storage, usage, or activities on AIRPORT, shall survive the expiration or termination of this LICENSE.

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### SECTION 9. RIGHT TO ENTER AND INSPECT

The DIRECTOR and/or the DIRECTOR=S designee shall have the authority to enter and inspect the Assigned Space in the following manner:

- A. LICENSEE herein permits COUNTY, or its authorized representatives, to enter the Assigned Space at all times during usual business hours to inspect the same, and to perform any work thereon (a) that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, and (b) that the COUNTY may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any COUNTY-constructed or owned facilities at the Airport provided however except in an emergency related to injury to persons or damage to property where entry is permitted at any time and without notice. COUNTY shall provide LICENSEE reasonable advance notice, but not less than 24-hours, of its intent to enter the premises for the purposes provided herein. Nothing contained in this Section shall imply any duty on the part of COUNTY to do any such work which, under any provision of this LICENSE, LICENSEE may be required to do, nor shall COUNTY=S performance or any repairs on behalf of LICENSEE constitute a waiver of LICENSEE=S default in failing to do the same. No exercise by COUNTY of any rights reserved to it by this Section shall entitle LICENSEE to any compensation, damages or abatement of rent or fees from COUNTY for any injury or inconvenience occasioned thereby; provided however, any damage to LICENSEE=S Assigned Space or Hangar or other personal property occasioned by COUNTY=S exercise of its rights under this paragraph shall be promptly repaired by COUNTY.
- B. In addition to COUNTY=S right to enter pursuant to Section 9A above, LICENSEE acknowledges and accepts COUNTY=S right and intent to conduct periodic LICENSE compliance inspections for compliance with this LICENSE, Airport Rules and Regulations, and all applicable laws. Said inspections shall be conducted following written notice by COUNTY of its intent to conduct an inspection. Notice of such inspection shall be provided in writing by DIRECTOR and mailed to the last known address provided to COUNTY for LICENSEE at least seven (7) days prior to such entry and inspection. Verbal notice of such inspection may be provided by DIRECTOR to LICENSEE no less than 48-hours prior to entry and inspection. Said inspection will focus on, but not be limited to, the condition of all improvements for proper maintenance and building code compliance, compliance with laws, a verification of aircraft locations, and a verification that the Assigned Space is not being used for any unauthorized purpose. LICENSEE agrees to cooperate with COUNTY, or its authorized representative, during the inspection process and provide access to all areas of the Assigned Space, both interior and exterior.
- C. It shall be LICENSEE=S obligation to provide COUNTY with a valid, current mailing address and telephone number for receipt of notice herein.

### SECTION 10. FEES, CHARGES AND DEPOSITS

LICENSEE shall pay, in accordance with the provisions of this LICENSE, the following fees, charges, and deposits:

- A. Payment
  1. LICENSEE shall pay to COUNTY the monthly fee set forth in the Schedule of Fees and Charges adopted, by the Board of Supervisors for each month or part thereof, that this LICENSE is in effect, computed as set forth in the Schedule of Fees and Charges.
  2. The monthly fee shall be due and payable, in advance, on or before the first day of each month, except that the first month's fee shall be tendered upon execution of this LICENSE.
  3. Payments shall be made to the COUNTY of Santa Clara, Roads & Airports Department, 101 Skyport Drive, San Jose, CA 95110, or other place as COUNTY may designate, and are due without demand and without notice, counterclaim, deduction or setoff. Payments shall be deemed delinquent (and a "delinquency" shall have occurred) if not received by COUNTY by the tenth (10<sup>th</sup>) day of the month in which fees are due. LICENSEE acknowledges that the late payment of this fee may cause COUNTY to incur costs not contemplated by this LICENSE. The sum specified in the Schedule of Fees and Charges shall be assessed for any fees not received by the tenth (10<sup>th</sup>) day of the month for which they are due. A processing fee shall be assessed for any checks returned by LICENSEE's financial institution for reason of insufficient funds. The assessment of a late fee shall be in addition to any other remedies the COUNTY may have under this LICENSE, or at law or in equity.

- B. Adjustment of Fees and Charges  
Fees and Charges for Assigned Spaces are established in a Schedule of Fees and Charges adopted by the Board of Supervisors of the COUNTY and may be revised from time to time. In addition, the Schedule of Fees and Charges shall be adjusted annually according to the Consumer Price Index (CPI). LICENSEE shall be required to pay, and LICENSEE hereby agrees to pay, the changed or revised Fees and Charges on the effective date thereof. Thirty days notice of any such change in Fees and Charges shall be provided in writing to LICENSEE by COUNTY.
- C. Hangar Security Deposit  
In addition to, and at the time of the first fee payment, LICENSEE desiring a hangar space shall deposit with the COUNTY, a sum equal to one month's parking fees as a security deposit against which COUNTY may deduct any delinquent fees, costs, charges (including but not limited to any late payment of fees) resulting from the use of the Assigned Space at Airports. In no event shall a security deposit be less than the monthly fee, rounded to the nearest fifty (50) cents, for the hangar space being occupied.
- D. Maintenance  
LICENSEE shall maintain the Assigned Space in good condition. Upon expiration or termination of this LICENSE, LICENSEE shall return the Assigned Space to its original condition, less reasonable wear and tear. LICENSEE shall reimburse COUNTY for any damage done to the Assigned Space caused by LICENSEE's occupation or tenancy other than that due to normal use. In the event LICENSEE shall leave or allow to remain on the AIRPORT any garbage or other refuse or debris, said rubbish or garbage will be caused to be removed by COUNTY and the cost of said removal shall be paid by LICENSEE. Any portion of the security deposit remaining after termination of this LICENSE shall be returned to LICENSEE without interest.

## **SECTION 11. COMPLIANCE WITH LAWS AND AIRPORT RULES AND REGULATIONS**

- A. LICENSEE shall, at LICENSEE's sole cost and expense throughout the term of this LICENSE and any renewals thereof, abide by, and act in full compliance with this LICENSE and all present and future applicable statutes, laws, ordinances and codes of all governmental authorities as may have jurisdiction, as well as Airport Rules and Regulations and security measures duly promulgated by COUNTY from time to time.
- B. By execution of this LICENSE, LICENSEE acknowledges receipt of a current copy of the Airport Rules and Regulations, and agrees to abide by such Airport Rules and Regulations as may be modified from time to time. COUNTY agrees to furnish LICENSEE with an updated copy of the Airport Rules and Regulations whenever modified.

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### SECTION 12. INDEMNITY

By accepting this LICENSE, LICENSEE hereby agrees to the fullest extent permitted by law, to defend, indemnify, protect, and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, demands, damages, obligations, suits, judgments, penalties, proceedings, causes of action, losses, liabilities, or costs (including but not limited to fines) at any time received, incurred, or accrued by the COUNTY, its officers, agents or employees, as a result of, or arising out of, in whole or in part, directly or indirectly, the existence of or exercise of the rights or obligations of LICENSEE under this LICENSE, including, but not limited to, LICENSEE's use of the Assigned Space or AIRPORT, or the conduct of its business, or from any activity, work, or things done, permitted or suffered by LICENSEE, its agents, contractors, employees or invitees in or about the Assigned Space or elsewhere, except as may arise from the willful misconduct or active negligence of COUNTY, its officers, agents or employees. LICENSEE hereby agrees to further indemnify and hold harmless COUNTY against and from any and all claims arising from any breach or default in the performance of any obligation on LICENSEE's part to be performed under the terms of this LICENSE, or arising from any act, neglect, fault or omission of LICENSEE, or of its agents, employees or invitees.

### SECTION 13. WAIVER OF CLAIMS

As a material part of the consideration to be rendered to COUNTY of this LICENSE, LICENSEE hereby waives any and all claims or causes of action against COUNTY, its officers, agents, or employees which it may now or hereafter have for damages or theft of LICENSEE's aircraft or other property in, about, or on AIRPORT, and for injuries or death to persons in, about, or on AIRPORT, from any cause or causes arising at any time out of the use or parking of LICENSEE's aircraft or other property at AIRPORT, except as may arise from the active negligence or willful misconduct of COUNTY, its officers, agents or employees, or from a known dangerous condition of public property as specified in Government Code Section 835 et seq.

### SECTION 14. BAILEE DISCLAIMER

LICENSEE acknowledges and agrees that COUNTY has granted its permission for use of the Assigned Space only for the purposes and in accordance with the provisions of this LICENSE. By entering into this LICENSE, COUNTY is not agreeing in any manner to accept obligations or responsibility for the safekeeping of the aircraft or other property of LICENSEE or of LICENSEE's agents, contractors, officers, employees or invitees. This LICENSE is not a contract for bailment and COUNTY in no manner whatsoever purports to be a bailee.

### SECTION 15. TAXES AND ASSESSMENTS

- A. LICENSEE shall pay before delinquency any and all taxes, assessments, licenses, fees and other public charges, which may be levied, assessed or imposed upon LICENSEE. Payment of any taxes, assessments, license fees, or other public charges shall not in any manner reduce the fees and charges owed by LICENSEE to COUNTY pursuant to this LICENSE.
- B. LICENSEE acknowledges and agrees that this LICENSE may create a real property possessory interest that may be subject to real property or other taxation, and that LICENSEE shall be subject to, and liable for, the payment of any taxes levied on such interest. No such possessory interest tax, or any other tax, shall reduce or constitute a substitute for the fees or charges required to be paid, as a condition of this LICENSE or as otherwise required by COUNTY. LICENSEE agrees to pay all such taxes when due.
- C. LICENSEE shall defend, protect, indemnify and hold COUNTY free and harmless from any and all liability, loss, or damage resulting from any taxes, assessments, or other charges required by, or relating to, this LICENSE to be paid by LICENSEE, and from all interests, penalties, and other sums imposed thereon, and from any proceedings to enforce collection of any such taxes, assessments, or other charges.

## **SECTION 16. LICENSEE NOT AN AGENT OF COUNTY**

Neither issuance of this LICENSE, nor any acts of LICENSEE under this LICENSE, shall in any way constitute LICENSEE as an agent, contractor, partner, or employee of COUNTY for any purpose.

## **SECTION 17. DEFAULT**

The occurrence of any one of the following events shall constitute Default thereunder by LICENSEE:

- A. Failure to timely pay any fees, charges, or deposits required to be paid to COUNTY as specified in Section 10 of this LICENSE entitled "Fees, Charges and Deposits."
- B. Repeated late payments of any "Fees, Charges and Deposit" as specified in Section 10 herein. "Repeated late payment" is defined herein as three (3) delinquent payments (per Section 10.A) within a twelve (12) month period.
- C. Failure to maintain in full force and effect the minimum insurance coverages specified in Section 6 of this LICENSE entitled "Insurance."
- D. Failure to maintain an ownership interest in the designated primary aircraft.
- E. Failure to conform to, or the violation of, any of the material terms, conditions or provisions contained in this LICENSE.

## **SECTION 18. TERMINATION OF LICENSE**

This LICENSE may be terminated in accordance with the following:

- A. In the event of any Default by LICENSEE as set forth in Sections 17. B, C, D, or E above, in addition to any other remedies available at law or in equity, DIRECTOR may (on behalf of COUNTY), issue a Thirty (30) Day Notice of Termination of this LICENSE. In the event of default as set forth in Section 17. A above, DIRECTOR may issue a Three (3) Day Notice to Pay or Quit.
- B. This LICENSE is revocable, and COUNTY may terminate this LICENSE as provided by law.
- C. LICENSEE may, at any time upon thirty (30) days advance written notice to COUNTY, terminate this LICENSE. Upon termination LICENSEE is required to promptly remove all personal property from the Assigned Space within the time set forth in the written Notice of Termination. If LICENSEE fails to remove said personal property, the COUNTY will take necessary action to remove or dispose of the hangar, aircraft, other property which may be located therein, at the expense of LICENSEE, as permitted by law. LICENSEE shall pay COUNTY all fees and charges owed as of the date of removal or termination, whichever is later, computed at the daily rate currently in effect.

## **SECTION 19. WAIVER**

No waiver of default by either party of any of the terms, conditions, and provisions of this LICENSE shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, conditions, and provisions contained herein, to be kept and observed by the other party. The consent or approval by one party to the act of the other party shall not be deemed to waive or render unnecessary the need for consent or approval of any subsequent, similar act.

## **SECTION 20. CONSENT/NOTICES**

- A. Whenever in this LICENSE the approval or consent of a party is required, such approval or consent shall be in advance, in writing, and shall be executed by a person having the express authority to grant such approval or consent.
- B. Except as provided in Section 9 above, all written notices given in accordance with this LICENSE shall be effective when personally delivered or after five (5) working days upon deposit in the U.S. mail, certified or registered, postage prepaid, to the address of record as set forth in the Agreement Summary or to such other address as either party shall designate in writing.



**EXHIBIT A  
AGREEMENT SUMMARY (page 1)**

LICENSEE(s) Name(s): \_\_\_\_\_

Account Number: \_\_\_\_\_ Space Number: \_\_\_\_\_

**HOME ADDRESS** (Primary Address if more than one. May NOT be a PO Box or Suite)

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_

Email 1: \_\_\_\_\_

Email 2: \_\_\_\_\_

**BILLING ADDRESS** (Complete only if different from Home Address)

Attention: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_

**PERSONAL INFORMATION** (For All Applicants - Attach Additional Sheets if Necessary)

**Name as it appears on Drivers License:** \_\_\_\_\_

Issuing State: \_\_\_\_\_ DL Number: \_\_\_\_\_ Expiration \_\_\_\_\_

**Name as it appears on Drivers License:** \_\_\_\_\_

Issuing State: \_\_\_\_\_ DL Number: \_\_\_\_\_ Expiration \_\_\_\_\_

**Name as it appears on Drivers License:** \_\_\_\_\_

Issuing State: \_\_\_\_\_ DL Number: \_\_\_\_\_ Expiration \_\_\_\_\_

For Airport Operations Use Only

Moved In Date: \_\_\_\_\_ Position on Waiting List (if applicable): \_\_\_\_\_

Receipt #: \_\_\_\_\_ \$: \_\_\_\_\_ Deposit Amount \$: \_\_\_\_\_

**EXHIBIT A  
AGREEMENT SUMMARY (page 2)**

**PRIMARY AIRCRAFT INFORMATION:**

N Number: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ Year: \_\_\_\_\_ Gross Weight: \_\_\_\_\_

**ADDITIONAL AIRCRAFT INFORMATION:**

N Number: _____	Manufacture: _____	Model: _____
Color: _____	Year: _____	Gross Weight: _____
Owners Name: _____		
Address: _____		
City, State, Zip _____		
Phone 1: _____	Phone 2 _____	
Email: _____		
Approved by County Airports Director _____		Date _____

N Number: _____	Manufacture: _____	Model: _____
Color: _____	Year: _____	Gross Weight: _____
Owners Name: _____		
Address: _____		
City, State, Zip _____		
Phone 1: _____	Phone 2 _____	
Email: _____		
Approved by County Airports Director _____		Date _____

**Attach Additional Sheets if Necessary**

**EXHIBIT B**  
**GENERAL AVIATION INSURANCE REQUIREMENTS AT COUNTY AIRPORTS**

A LICENSEE shall procure and maintain for the duration of the LICENSE, insurance against claims for injuries to persons, or damages to property, which may arise from or in connection with LICENSEE's operation or use of the Assigned Space or AIRPORT. The cost of such insurance shall be borne by LICENSEE.

**A. MINIMUM INSURANCE COVERAGE AND LIMITS**

Aircraft Liability Insurance providing coverage for bodily injury and property damage with a combined single limit of not less than \$1,000,000 per occurrence, including not less than \$100,000 per passenger limit.

**B. DEDUCTIBLE AND SELF-INSURED RETENTION**

Any deductible or self-insured retention greater than \$25,000 must be declared to and approved by AIRPORT AUTHORITY and the COUNTY Insurance Manager.

**C. OTHER INSURANCE PROVISIONS**

The aircraft liability policy is to contain, or be endorsed to contain, the following provisions:

The COUNTY Airports and the COUNTY, their officials, employees, agents, contractors, and volunteers are added as additional insured parties with respect to operation of the named insured at, or from, the COUNTY Airport or the Assigned Space occupied and used by the named insured pursuant to the LICENSE issued by the COUNTY.

The named insured's insurance coverage shall be primary insurance as respects the COUNTY, its officials, employees, agents, contractors and volunteers for liability arising out of the named insured's operations. Any insurance or self-insurance maintained by the COUNTY, its officials, employees, agents, contractors or volunteers shall be excess of the named insured's insurance and shall not contribute with it.

Coverage shall state that 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.

This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by mail has been given to COUNTY. Cancellation of coverage for a non-payment of premium will require thirty-(30) days written notice to the COUNTY Aviation Division. The thirty (30) day written notice is not required if the LICENSE is terminated and the aircraft is immediately removed from the Airport, or if the aircraft is sold and immediately removed from the Airport.

**D. ACCEPTABILITY OF INSURERS**

All insurance required by this LICENSE shall be placed with a carrier with an AM Best rating of AV or better.

**E. VERIFICATION OF COVERAGE**

LICENSEE shall furnish AIRPORT AUTHORITY with certificates of insurance necessary to satisfy DIRECTOR that the insurance requirements of this LICENSE have been met. Proof of or changes in insurance shall be mailed or faxed to:

County Airports Administration  
2500 Cunningham Avenue  
San Jose CA 95148-1001  
Phone 408-929-1060  
Fax 408-929-8617

**F. CANCELLATION**

Failure to maintain required insurance coverage shall result in termination of this LICENSE.