

**AIRPORT  
CONCESSION AGREEMENT  
COUNTY OF SAN MATEO - SAN CARLOS AIRPORT  
AND  
COASTSIDE ADULT DAY HEALTH CENTER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2002,  
by and between the **COUNTY OF SAN MATEO**, a political subdivision of the State of  
California, hereinafter called "County", and **COASTSIDE ADULT DAY HEALTH CENTER**,  
hereinafter called "Operator",

**W I T N E S S E T H:**

**WHEREAS**, County is owner of the airport in the vicinity of the City of Half Moon Bay known as the **Half Moon Bay Airport**, hereinafter called "Airport", a general purpose airport owned and maintained by County for the use and benefit of the public; and

**WHEREAS**, Operator desires to conduct a fund raising event to benefit the Coastside Adult Day Health Center; and

**WHEREAS**, County is willing to permit Operator to conduct the Pacific Coast Dream Machines Event on the premises of Half Moon Bay Airport; and Operator desires to engage in event activities described in this agreement and use of facilities as described; and

**WHEREAS**, Government Code Section 25536 allows a county to enter into an agreement for such activities by a four-fifths (4/5ths) vote of its Board of Supervisors:

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO** as follows:

1. TERM. The purpose of this agreement is to conduct a fund raising event to benefit the Coastside Adult Day Health Center. The term of this agreement is for one day, Sunday, April 28, 2002. Staging of equipment may begin on Friday, April 26, 2002. The event will be open to the public from 10 a.m. to 4 p.m. Clean up and removal of facilities will begin at 4 p.m. and will be concluded no later than 5:00 p.m. on Monday, April 29, 2002.

2. ACTIVITIES PERMITTED. County and Operator agree that the following activities are permitted during the Pacific Coast Dream Machines Event:

1. A classic automobile concourse.
2. Display of racing, muscle, and custom show cars.
3. Vintage motorcycle exhibit.
4. Display of working steam and gas engines; farm equipment.
5. Tractor pull event.
6. Static display of military, vintage and unusual aircraft.
7. Aircraft rides.
8. The sale of food, beer and wine from participating groups.
9. The sale of tee shirts and memorabilia by the Coastside Adult Day Health Center and participating groups.

3. USE OF AIRPORT FACILITIES. County shall allow Operator full use of all facilities on the Airport which are normally open to and usable by the public, subject to Airport rules and regulations, except that beer and wine sales will be allowed. The right to use Airport facilities shall be non-exclusive.

4. PAYMENTS. Operator agrees to pay \$1,500 to the Airport to cover the

costs of supervising the event by airport personnel. Airport personnel will consist of the Operations Supervisor and one Operations Specialists from 6 a.m. to 6 p.m. on the day of the event.

5. LICENSES, FEES, TAXES. County shall not be responsible for any payment of licenses, fees, or taxes of any kind that might arise from the operation.

6. INSURANCE.

a. Operator shall maintain insurance coverage satisfactory to County as listed on Appendix "A" "Insurance Requirements" and shall furnish County evidence of such insurance coverage before operating or permitting any activities to be conducted on the Airport. This requirement can be met through separate or combined policies, provided each policy is in the minimum amount indicated on Appendix "A", "Insurance Requirements".

b. Each policy shall name county as an "additional insured" and shall provide for written notice by the insurer to County and to the insured thirty days prior to any cancellation. Where the owners provide insurance, the policy must also be endorsed to include Operator as an "additional insured."

7. RIGHT OF INSPECTION. To the extent necessary to protect its rights and interests, County may inspect all premises and operations of the Operator to determine if Operator is performing in accordance with the terms of this Agreement.

8. INDEMNITY. Operator shall indemnify, defend, and hold harmless the County, its officers, agents, employees, and servants, from any and all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including Operator, or damage to property of any kind whatsoever and to whomsoever belonging (including any such claims, suits, or actions arising out of the concurrent active or passive

negligence of County, its officers, agents, employees, and servants) which in any way arise from or are caused by:

- a. Operator's performance of any work under this agreement.
- b. Use or occupation of the Airport by Operator under the provisions of this Agreement.
- c. Acts, omissions, or negligence, whether active or passive, of Operator, its agents, officers, employees or permittees.
- d. Failure of Operator to observe or abide by any of the terms and conditions of this Agreement or any applicable Federal, State or Municipal law, rule or regulation.

This section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Operator to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in California Civil Code Section 2778.

9. COPARTNERSHIP DISCLAIMER. It is mutually understood and agreed that nothing in this Agreement is intended or shall be constructed as in any way creating or establishing the relationship of copartners or coventurer's between the parties hereto, or as constituting Operator or their employees as employees, agents or representatives or for any purpose or in any manner whatsoever.

10. CONTROL. Neither County nor its officers, agents or employees shall have any control over the conduct of the Operators, or any of Operators' employees or independent contractors, except as herein set forth, and Operator expressly agrees not to

represent that Operator, or any of Operators' agents, servants, employees or independent contractors, are in any manner agents, servants or employees of County.

11. NATURE OF INTEREST GRANTED. It is specifically understood and agreed by the parties hereto that the relationship created by this instrument is not one of landlord and tenant, principal and agent, or owner and contractor, it being the intention of the parties that this Agreement is merely for the purpose of allowing Operator to use the Airport and the facilities thereon for the purpose of staging and conducting a Pacific Coast Dream Machines Event and activities related and incidental thereto.

12. OPERATOR INDEPENDENT CONTRACTOR. For all the purposes of this Agreement, Operator is and shall be deemed to be, with respect to County, an independent contractor. It is mutually agreed and understood that nothing contained in this Agreement shall be deemed or construed to constitute a partnership or joint venture between the parties to this Agreement.

13. COMPLIANCE WITH LAWS AND REGULATIONS. Operator shall comply with:

a. All applicable federal, State, County and City laws, rules, regulations, certificates and licenses before supplying services to the public.

b. Operator shall notify all users of its facilities and pilots of aircraft as to all applicable rules and regulations and require users and pilots to comply with them.

14. NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING. This Agreement, being the nature of a personal and revocable Agreement may not be assigned, delegated, nor can it as a whole, be the subject of a concession or sublicense agreement.

However, Operator may allow concessionaires to enter upon the Airport for the performance of functions and provisions of this Agreement. To avoid uncontrolled vending of merchandise during the period of this Agreement, only those tenants having an agreement with County and concessionaires, exhibitors and salespersons having written agreements with Operator will be allowed to sell to the public on the Airport.

15. OPERATION OF RADIO EQUIPMENT. Operator shall not operate any radio equipment transmitting electronic signals on the Airport which might interfere with the operations of the Airport UNICOM, Control Tower , County Radios or other electronic transmissions essential to the operation of the airport.

16. CONTROL. The Airport and its operations shall remain under the control of County throughout the period of this Agreement.

17. SPECIAL REQUIREMENTS/CONDITIONS

a. Operator agrees to abide by other special requirements/conditions contained in Appendix "B", "Special Requirements/Conditions", and Appendix "C", "Policies For Sale Of Alcohol At Airport Events".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"County"

COUNTY OF SAN MATEO

BY

\_\_\_\_\_  
**Jerry Hill, President**  
**Board of Supervisors, County of San Mateo**

ATTEST:

\_\_\_\_\_  
Clerk of said Board

"Operator"

**Coastside Adult Day Health Center**

BY \_\_\_\_\_

APPENDIX "A"

"INSURANCE REQUIREMENTS"

TO AIRPORT CONCESSION AGREEMENT

WITH COASTSIDE ADULT DAY HEALTH CENTER

A. Commercial General Liability

1. The Operator, shall take out and pay for a Commercial General Liability Policy having limits for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per occurrence, combined single limit, including coverage for premises, products, XCU, contractual, independent contractors, hired, non-owned auto liability and cross liability clause.

2. The following shall be included on the policy as additional insured:

a. The County of San Mateo, its officers, agents, employees, members of Boards and Commissions, and servants.

B. Automobile and Passenger Liability

1. Each participating Pacific Coast Dream Machines Event driver and **participant** must take out and pay for Passenger Liability policy having limits per occurrence of not less than \$1,000,000, combined single limit, providing coverage for bodily injury (including passengers) and property damage or work under an agreement with an existing FBO that provides said insurance coverage.

2. Each policy shall contain a cross liability clause and shall name the following as additional insured:

a. The County of San Mateo, its officers, agents, employees, members of Boards and Commissions, and servants.

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APPENDIX "B"  
"SPECIAL REQUIREMENTS/CONDITIONS"  
TO AIRPORT CONCESSION AGREEMENT  
WITH COASTSIDE ADULT DAY HEALTH CENTER

A. General

1. Operator shall be deemed to have accepted the condition of the premises of the Airport prior to its occupation and use thereof for the purposes of the Permit and shall make no demand upon County for any alterations, repairs or construction.

2. USE OF AIRPORT. Operator may use areas and facilities at the Airport as are designated by the County. Operator shall have the right to construct and maintain such temporary facilities and/or structures as are necessary for operations as allowed by this Agreement, including controlling the ingress and egress of the public and Pacific Coast Dream Machines Event participants. Said temporary facilities and/or structures must be satisfactory to the County. Upon request of the County, Operator shall remove said temporary facilities and/or structures.

3. It is understood that the use of County real or personal property, shall be at no cost to the County. Operator shall bear all costs connected with staging of said Pacific Coast Dream Machines Event and activities incidental thereto, and the sole function of County is to provide the necessary areas and to enforce the provisions of this Agreement.

4. Safety shall be the keynote of this event and anyone deemed to have acted in a manner and style considered unsafe and shall be barred from any further participation. It shall be the duty of Operator to insure that each participant acts in a safe manner at all times and that all Pacific Coast Dream Machines Event participants will be observed at all times and Operator shall take any and all steps necessary, including prohibition of participation, in the event Operator feels that the principles of good safety are being violated. In the absence of Operator supervision, and when County, or its representative, is of the opinion that Operator is unable to fulfill said requirements of safety, he may stop any and/or all unsatisfactory Pacific Coast Dream Machines Event connected activity until the unsafe or unsatisfactory condition is corrected. Other applicable enforcement agencies shall have full authority to order stopped or direct correction of, any unsafe condition or practice observed on or over the Airport.

5. Operator shall obtain and bear the expense of all licenses, permits and other authorization required by applicable agencies. Operator shall pay promptly and discharge all lawful taxes and assessments which may be levied by the federal, state, county, city, or other tax levying body on any taxable interest of Operator as well as all taxes and assessments on taxable personal property of whatever nature owned by Operator and located on the Airport. Operator shall promptly obtain and pay all excise, license and permit fees of whatever nature applicable to the operation of Operator's activities.

6. No lessee or owner shall be denied access to his business aircraft or hangar during

the period of this agreement nor shall they be charged an entry or parking fee for such use.

7. Operator shall keep full and accurate records of the income and expenses received and disbursed in connection with the operation, conduct, promotion, supervision or any other phase of this Pacific Coast Dream Machines Event. County shall have the right to examine and audit such records at any reasonable time, and Operator shall fully cooperate by making such records available.

## B. VEHICLE OPERATION AND PARKING

1. Motor Vehicles. Vehicles owned or operated by Operator, its agents or employees and spectators shall be parked within areas specifically designated for vehicle parking. Operator shall ensure that all vehicles operated on the Airport are operated in a safe and sane manner. Speed limit of 10 MPH shall be strictly enforced. Vehicles shall not be operated in the vicinity of operating aircraft nor shall they enter onto or cross the runway without proper clearance.

2. The Airport Terminal Parking Lot will be reserved for official parking.

3. Traffic circulation plans shall be coordinated with and approved by the California Highway Patrol (CHP), County Sheriff Department, and the County of San Mateo. Volunteers shall guide all traffic onto the Airport using the main entrance gate. Said Volunteers shall also control traffic exiting the south gate. This is particularly important as this exit is a blind intersection.

4. Supervision of parking facilities shall be the responsibility of Operator.

5. Operator agrees that all vehicles parked on Airport premises, inside the security fence, will be removed from the Airport not later than 7 p.m. of any day when parking is so authorized. Operator will be prepared to move said vehicles to an area outside the security fence if they remain after 7 p.m. Vehicle operators will be so advised of this provision. If vehicles are not removed as agreed, the County of San Mateo will have them moved and Operator agrees to pay all charges associated with their removal.

6. Except as hereinafter provided, camper trucks, trailer and/or other temporary living facilities may not be utilized in any area of the Airport. Operator shall make every effort through its guard and crowd control personnel to enforce this prohibition. Use of camper trucks and trailers for nonliving quarters purposes will be permitted by exhibitors, participants and Operator officials to the extent of parking space availability. Prior approval of Operator and the County of San Mateo as to use and parking area for such vehicles is required. As a single exception to this restriction, living quarters trailers will be authorized in an area designated by County of San Mateo for use by security personnel and such other official agents of Operator as are required to be on the site 24 hours a day during the Agreement period.

7. The location of the event entrance gate, the route to be taken to the parking area,

the designated parking area, the exit route and exit gate shall be as agreed upon with the County.

C. STATIC DISPLAY AND CROWD CONTROL

1. An aircraft display area shall be mutually agreed upon by Operator and the County of San Mateo. The area so designated shall be marked and Operator shall direct all display aircraft to the designated area. Operator shall properly park display aircraft and insure that display aircraft are secured.

2. Operator shall furnish such personnel as are necessary to enable the public to park, to give traffic directions and to provide crowd control. Crowd control barriers shall be in place on Pacific Coast Dream Machines Event not later than 9:00 A.M and remain in place until after the last event and the crowd has departed.

D. FOOD AND BEVERAGE SALES

1. Operator may offer for sale food, as well as beer, wine and soft drinks, neither of which may be dispensed in bottles. County reserves the right to enter upon the concession area at any time for the purpose of inspecting the concessions.

2. Operator shall comply with all terms and requirements in the attached Appendix "C", "POLICIES FOR SALE OF ALCOHOL AT AIRPORT EVENTS".

E. SERVICES TO BE PROVIDED BY OPERATOR.

1. Operator shall provide adequate sanitary facilities to accommodate spectators and workers.

2. Operator shall provide first aid facilities as are deemed necessary to accommodate expected crowds.

3. Operator shall arrange for the installation and removal of a P.G. & E. power pole to provide electricity for the event. This power pole shall be installed as agreed upon with the County.

F. SECURITY

1. Aircraft based on the Airport shall not be disturbed in any manner. Operator shall rope-off the based aircraft as needed.

2. Operator shall provide, at its own expense, sufficient security personnel to protect based aircraft. Operator shall provide security for all other Airport buildings and property during the periods when the Airport is open to Pacific Coast Dream Machines Event spectators. Operator will also provide security for transient aircraft, Pacific Coast Dream Machines Event participating aircraft, and vehicles and equipment that are participating in the Pacific Coast Dream

Machines Event during the period of this Agreement.

3. A written security plan shall be prepared and submitted to the County.

G. CLEAN UP

1. Operators shall provide sufficient personnel and equipment to collect and remove all debris, trash, garbage, or other rubbish generated by the Pacific Coast Dream Machines Event from the Airport to the satisfaction of the County of San Mateo. Said collection and removal shall be completed within twenty-four (24) hours of the close of the event.

2. Operator shall be responsible for the repair and maintenance of any area of the Airport impacted by operations under this Agreement. Immediately subsequent to the close of Pacific Coast Dream Machines Event but no later than 5 p.m. on the day following the Pacific Coast Dream Machines Event, Operator shall clean the entire area used by it, remove all equipment, booths, hay bales, etc. from the premises, and shall restore the area insofar as possible to the condition existing immediately prior to the commencement of this Agreement.

3. Operator shall cause to be repaired at its own expense any and all damage and injury to the property of the County or to the property of others on the Airport, and which damage has been caused by Operator, its agents, employees or others who may be on the Airport for any purpose connected with the staging, viewing and operation of Pacific Coast Dream Machines Event. This provision applies to all aircraft, including based, transient and Pacific Coast Dream Machines Event aircraft.

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APPENDIX "C"  
"POLICIES FOR SALE OF ALCOHOL AT AIRPORT EVENTS"  
TO AIRPORT CONCESSION AGREEMENT  
WITH COASTSIDE ADULT DAY HEALTH CENTER

Policy Statement: This policy is provided to ensure that the dispensing and consumption of alcoholic beverages is managed in a reasonable, responsible and professional manner at all events associated with San Mateo County Airports. Our purpose in developing this policy is to ensure that all negative consequences associated with alcohol consumption, at public events hosted by the Airports Division, are minimized to the greatest possible extent.

The Airports Division of San Mateo County Public Works will not grant, or request approval, for any event that includes the consumption of alcohol as the primary activity. Neither will the Airports Division allow the use of County Airport Facilities by any organization that does not strictly adhere to these policies as set forth.

The Airports Division of San Mateo County Public Works will grant, or request approval for those events that have agreed to the following policies which shall be included in Concession or Permit Agreements for all airport events.

- Permits for the sale of alcoholic beverages to the public must be obtained from Alcoholic Beverage Control (ABC). Permits must be obtained prior to the sale of alcohol and must be produced upon request during the event.
- Alcohol may not be served to any person under the age of 21.
- Alcohol may not be served to any person who fails to present a California Drivers License or Identification Card showing them to be at least 21 years of age. Out of state Drivers Licenses or Identification Cards may be accepted provided they are picture ID's and are supported by additional non-picture ID.
- Alcohol may not be served to any person who is intoxicated.
- Only designated servers of alcohol will pour alcoholic beverages, no self- service of alcohol will be permitted. All servers of alcohol must be trained and be able to demonstrate that they are aware of all laws, guidelines and policies related to the sale and dispensing of alcoholic beverages.
- Only two alcoholic drinks may be served to customer at one time. Adequate staff must be provided to ensure that this policy is satisfied.
- Alcohol will be served in cups or glasses provided for the dispensing of alcohol. At no time my alcohol be dispensed into cups or glasses designated for the use of soft drinks.
- Guests may not bring alcoholic beverages into or outside of the permitted event.
- Signs required by law and service policies will be posted in a highly visible location at all alcoholic beverage serving stations.
  - Signs warning of the dangers of consumption of alcoholic beverages by pregnant women will be posted, as proscribed by law.
- The sale of alcohol shall cease one hour prior to the closing of the event.
- Soft drinks and food must also be served at any event that includes the sale or distribution of alcoholic beverages.

Permittee or Concessionaire agrees that failure to comply with these policies will result in the immediate suspension of the sale of alcoholic beverages.

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