

**AIRPORT AGREEMENT BETWEEN
COUNTY OF SAN MATEO / HALF MOON BAY AIRPORT
AND
COASTSIDE ADULT DAY HEALTH CENTER**

THIS AGREEMENT, made and entered into this _____ day of 2006, 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 shall be for a total of five days, including the day of the event on Sunday, April 30, 2006; the two days prior to the event for the staging and set up of equipment; and the two days following the event for the clean up and removal of all equipment and materials. The event will be open to the public from 10 a.m. to 4 p.m. on Sunday, April 30, 2006.

2. ACTIVITIES PERMITTED. County and Operator agree that the following activities shall be permitted during the Pacific Coast Dream Machines Event on Sunday, April 30, 2006:

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

3. USE OF AIRPORT FACILITIES. County shall allow Operator use of all facilities on the Airport that 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. The Airport and its operations shall remain under the control of County throughout the period of this Agreement. Operator's use of the Airport is conditional upon complying with the terms and requirements of this Agreement including all reasonable instructions of county personnel during the term of the Agreement.

4. PAYMENTS. Operator agrees to pay \$4,000.00 to the Airport to offset the costs of airport staff time, security, use of the facility and expenses related to event. Operator shall provide payment to the County for this fee no later than 30 days prior to the first day of the term of the Agreement.

5. LICENSES, FEES, TAXES. Operator shall, and 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. During the full term of this Agreement including all set-up and tear-down activities related to the Event, Operator shall maintain insurance coverage satisfactory to County as listed on Appendix "A", "Insurance Requirements". This requirement can be met through separate or combined policies, provided each policy is in the minimum amount as indicated on Appendix "A", "Insurance Requirements". Operator shall furnish County evidence of such insurance coverage no later than 30 days prior to the first day of the term of the Agreement.

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 and County 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 related to the Pacific Coast Dream Machine Event to determine if Operator is performing in accordance with the terms of this Agreement.

8. INDEMNITY. Operator shall indemnify, defend, and hold harmless 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 the Pacific Coast Dream Machine Event and any activities relating to that event and the use or occupation of the Airport by Operator under the provisions of this Agreement, including any acts, omissions, or negligence, whether active or passive, of Operator, its agents, officers, employees, or permittees.

a. 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.

b. 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. CO-PARTNERSHIP DISCLAIMER. 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, or as constituting Operator or their employees as employees, agents or representatives of the County 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 Operator, or any of Operator's employees or independent contractors, except as herein set forth, and Operator expressly agrees not to represent that Operator, or any of Operator's 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. COMPLIANCE WITH LAW. Operator shall comply with:

- a. All applicable federal, State, County and City laws, rules, regulations, certificates and licenses and shall have documentation of said compliance no later than three (3) days prior to the event.
- 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.

13. NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING. This 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 those concessionaires, exhibitors, and salespersons having written agreements with Operator will be allowed to sell to the public on the Airport.

14. OPERATION OF RADIO EQUIPMENT. Operator shall not operate any radio equipment transmitting electronic signals on the Airport that might interfere with the operations of the Airport's Common Traffic Advisory Frequency (CTAF), Control Tower, County Radios, or other electronic transmissions essential to the operation of the airport.

15. NON-DISCRIMINATION. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.

16. OTHER REQUIREMENTS AND CONDITIONS. Operator agrees to abide by other special requirements/conditions contained in Appendix "B", "Special Requirements/Conditions"; Appendix "C", "Policies For Sale Of Alcohol at Airport Events"; and Appendix "D", "Standard Provisions for all Lease, Use and Other Agreements and Permits at San Mateo County Airports.

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

Janie Bono, Executive Director
Coastside Adult Day Health Center

BY

Bob Pelikan, Chairperson
Pacific Coast Dream Machines

APPENDIX "A"
"INSURANCE REQUIREMENTS"
TO AIRPORT AGREEMENT WITH
COASTSIDE ADULT DAY HEALTH CENTER

Insurance Requirements

The Operator shall obtain insurance coverages and amounts as required by the County Risk Manager.

The Operator shall obtain applicable liability insurance having limits for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance will provide coverage for premises liability, products liability, contractual liability, and provide coverage for any liability incurred by independent contractors, as well as hired and non-owned automobile liability.

The County of San Mateo, its officers, agents, employees, and members of Boards and Commissions shall be named as additional insured on all policies.

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

A. GENERAL

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

2. Operator may use areas and facilities at the Airport as designated by the County. Operator shall have the right to construct and maintain such temporary facilities and/or structures as are necessary for the activities permitted 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. Operator shall immediately remove said temporary facilities and/or structures upon request of the County.

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

4. Safety shall be paramount at all times and Operator shall take any and all reasonable steps to ensure that unsafe actions or conditions are corrected immediately. County may stop any and/or all event activities until the unsafe or unsatisfactory condition is corrected.

5. Operator shall obtain and bear the expense of all licenses, permits, and other authorization required by applicable agencies in connection with the Pacific Coast Dream Machines Event. 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 Operator's activities under this Agreement.

6. No lessee or owner shall be denied access to his or her business, aircraft or hangar during the period of this agreement without airport authorization nor shall they be charged an entry or parking fee for such use. Operator shall ensure that access to and from aircraft hangars and businesses can be provided for airport tenants at all times. If taxiways and thoroughfares are temporarily blocked, operator shall have a plan in place to provide immediate access for these airport tenants or aircraft operators to or from their hangars or businesses.

7. Airport shall remain open to the flying public at all times during the term of this agreement. Operator shall ensure that no members of the flying public are required to pay a fee

for the parking of their aircraft or use of the airport facilities. Operator shall ensure that all Event personnel and volunteers are aware of and comply with this requirement.

8. Operator's use of the Airport for the event is conditional upon ensuring that a temporary Aircraft Control Tower operated by the Federal Aviation Administration (FAA) is in place on the day of the event to control air traffic at the Airport.

9. No overnight camping is permitted.

10. It is specifically understood and agreed that any and all of the terms and conditions of this permit are subordinate to FAA grant, County and/or Airport projects; and that Operator shall not be entitled to any compensation or damages from County for loss of the use of the whole or any part of the premises or any inconvenience or annoyance caused by such projects.

11. A curfew shall be in effect at the airport from 11:00 pm to 5:00 am for event activities during all 5 days of the agreement. Operator shall ensure that its employees, contractors, volunteers, participants, vendors and concessionaires are outside the airport perimeter during the curfew period. Only official on-duty law enforcement officers providing security for the Event shall be permitted onto the airport during the curfew. No event setup, cleanup and staging, etc. shall be conducted during the curfew period. Airport shall remain open during this time only for normal aircraft operations and activities not related to the Event. All airport gates shall remain locked during the curfew.

B. SECURING THE PRE-EVENT/POST-EVENT STAGING AREA; EVENT AREA AND DINNER PARTY AREA

1. A Pre-Event/Post Event "Staging Area" approved by the County shall be designated for the purpose of separating event personnel and equipment being staged for the event from the aircraft operations area on the Friday prior to the event and the Monday and Tuesday following the event. Operator shall completely secure the Staging Area as shown on the "Staging Area Map" from the aircraft operations area with temporary chain link fencing, snow fencing or K-Rail prior to staging equipment or facilities in the designated Staging Area. Operator shall not stage equipment on the airport premises or install the temporary fencing for the Staging Area more than two (2) days prior to the event without specific authorization from the airport manager and approved escort onto the airport's active taxiways.

2. Operator shall ensure that all access onto the airport on the Friday prior to the event and the Monday and Tuesday following the event is through the gate on Capistrano Road or the Main Gate along Highway One provided that all appropriate written authorization has been obtained for access at these locations. Operator shall ensure that the Capistrano gate is manned or fully closed after each use until the Staging Area is fully secured as indicated on the Staging Area Map to prevent unauthorized entry onto the active taxiways or runway. Operator is responsible for obtaining written authorization for the use of the Capistrano and Highway One access points from all appropriate agencies including the California Highway Patrol (CHP), San Mateo County Sheriff's Office, and the Airport. Copies of this written authorization shall be provided to the Airport Manager prior to the Operator's use of these gates and access points. **At no time will access during the event, pre-event or post event staging periods be**

allowed through the Hanger Emergency Gate along Highway One unless specific authorization from CHP has been provided and it is manned by the appropriate agency at all times and re-secured immediately after.

3. An "Event Area" approved by the County shall be designated for the purpose of separating event personnel and equipment related to the event from the aircraft operations area on Saturday prior to the event and on Sunday the day of the event. Operator shall relocate the temporary fencing from the Staging Area and completely secure the entire Event Area as approved by the County and shown on the "Event Area Map".

4. Following the close of activities on the day of the event, Operator shall relocate all event equipment and materials that will remain overnight on the airport into the Staging Area, re-install the temporary fencing and secure the Staging Area from the aircraft operations area as shown on the "Staging Area Map". Only those event items which are unable to be moved and specifically authorized by the airport manager may remain outside the Staging Area on the night of the event. Operator shall provide an approved escort onto the airport's active taxiways for removal of all specifically authorized items remaining outside the Staging Area on the day after the event. Operator shall leave the Staging Area secured until all items are removed from the airport premises.

5. Operator shall have all items removed from the airport by 5:00 p.m. on the second day following the event. Equipment and materials related to the event remaining on the airport after 5:00 p.m. on the second day following the event may, at the County's discretion, be removed by the County at the Operator's risk and expense.

6. A "Dinner Party" parking area, approved by the County, shall be designated to provide secure parking facilities for party attendees while protecting the active taxiways and runway from unauthorized access. Operator shall completely secure the Dinner Party Area as shown on the "Dinner Party Map" from the aircraft operations area with snow fencing or K-Rail, prior to granting access to the parking area. All public access to and from the dinner party shall be through the Capistrano Gate, which shall remain open until all dinner party guests have left the parking area. Access required for aircraft through the temporary fencing on the parallel taxiway shall be through gates that shall be manned at all times and re-secured immediately following the passage of the aircraft

C. VEHICLE OPERATION AND PARKING

1. Vehicles owned or operated by Operator, its agents or employees, spectators or participants 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 responsible manner. **A 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 authorization from the Airport. Unless specifically authorized by the County, no vehicles shall be permitted on any active taxiway or runway.

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

restaurant parking on the day of the event.

3. A written traffic circulation plan shall be coordinated with and approved by the California Highway Patrol (CHP), County Sheriff's Office, and the County of San Mateo. Operator shall guide all traffic onto and off the airport following this plan. Traffic shall not enter or exit using the hangar emergency gate on the southeast corner of the standard hangars without first obtaining and providing to the Airport Manager the proper written authorization and approval of the CHP and all other appropriate agencies.

4. The location of the event entrance gate(s), the route to be taken to the parking area, the designated parking area, and the exit route and exit gate(s) shall be pre-approved by the County.

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

6. Camper trucks, trailers and/or other temporary living facilities may not be parked overnight inside the Airport perimeter. No overnight camping is permitted.

D. AIRCRAFT DISPLAY AND CROWD CONTROL

1. The configuration and location of the aircraft display area shall be mutually agreed upon by the Operator and the County. Operator shall direct all display aircraft to the designated area and shall ensure that proper crowd control barriers are in place. Operator shall properly park display aircraft and ensure that the 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 at the Pacific Coast Dream Machines Event no later than 9:00 A.M on the day of the event and remain in place until all event attendees have departed. Temporary fencing or rope barricades shall separate the public from aircraft operations areas at all times.

3. Operator shall ensure that all aircraft ride operators provide ground personnel to safely coordinate egress of customers onto the aircraft operations area and ensure adequate crowd control.

E. FOOD AND BEVERAGE SALES

1. Operator may offer for sale food and soft drinks, as well as beer and wine, 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".

F. SERVICES TO BE PROVIDED BY OPERATOR.

1. Operator shall provide adequate toilet facilities to accommodate spectators and

workers.

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

G. 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 term of this Agreement. 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 prior to the event.

H. CLEAN UP AND REPAIRS

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. Operator shall clean up and remove all trash and debris in the area outside the staging area prior to departing the airport on the night of the event. Inside the staging area, said collection and removal shall be completed within twenty-four (24) hours of the close of the event. In the event such collection and removal is not performed in a timely manner, county shall have the right to perform such collection and removal itself, and to bill Operator all expenses for doing so.

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 second day following the 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 repair at its own expense any and all damage 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 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 IDs and are supported by an additional non-picture ID.
- Alcohol may not be served to any person who appears to be 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 may 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 prescribed 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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APPENDIX "D"
"STANDARD PROVISIONS FOR ALL LEASE,
USE, AND OTHER AGREEMENTS AND PERMITS
SAN MATEO COUNTY AIRPORTS"

1. Operator/Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, agreement or permit for a purpose for which a United States Department of Transportation (DOT) provision of similar services or benefits, Operator/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, (CFR), DOT, 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 said Regulations may be amended.
2. Operator/Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the lands and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Operator/Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, CFR, DOT, 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 said Regulations may be amended.
3. In the event of breach of any of the above nondiscrimination covenants, County may terminate the lease agreement or permit and reenter and repossess the land and the facilities thereon and hold them as if the lease, agreement or permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
4. Operator/Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Operator/Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach of the lease, agreement or permit. In the event of such non-compliance, County may terminate this lease, agreement or permit and the estate hereby created without liability thereof; or, at the election of County or the United States either or both of these governments may judicially enforce the Provision.

6. Operator/Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152. Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator/Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Operator/Lessee will require its covered suborganizations to provide assurances to Operator/Lessee that they similarly will undertake affirmative action programs and will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
7. County may further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Operator/Lessee and without interference or hindrance.
8. County may, but shall not be obligated to Operator/Lessee to, maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport. County also may direct and control the activities of Operator/Lessee in this regard.
9. The lease, agreement or permit shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States relative to the development, operation or maintenance of the airport.
10. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises covered by the lease, agreement or permit. This public right of flight shall include the right to cause in this airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or to land at, take off from or operate on the San Carlos or Half Moon Bay airport, as the case may be.
11. Operator/Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations if future construction of a building is planned for the premises covered by the lease, agreement or permit or in the event of any planned modification or alteration of any present or future building or structure on the premises.
12. Operator/Lessee, by accepting this lease, agreement or permit, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on any land leased that would be in conflict with the provisions of Part 77 of the Federal Aviation Regulations. If these covenants are breached, County may enter upon the land and remove the offending structure or object and cut the offending tree, all of which shall be at Operator/Lessee's expense.
13. Operator/Lessee, by accepting this lease, agreement or permit, agrees for itself, its successors and assigns that it will not make use of the premises covered by the lease, agreement or permit in any manner which might interfere with the landing and taking off of aircraft from the airport or otherwise constitute a hazard. If this covenant is breached, County may enter upon the premises and cause the abatement of such interference at Operator/Lessee's expense
14. Nothing contained in the lease, agreement or permit shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the

Federal Aviation Act of 1958 (49 U.S.C. 1349A).

15. The lease, agreement or permit and all its provisions shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.
16. Operator/Lessee will conduct its programs and operate its facilities in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and will assure that no qualified handicapped person shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment. Operator/Lessee will conduct its programs and operate its facilities in compliance with all the requirements imposed by or pursuant to 49 CFR Part 27.
17. Operator/Lessee hereby assures that no person shall be excluded from participation, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract(s), including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex. It is the policy of the Department of Transportation that minority business enterprises - as defined in 49 CFR Part 23.5 to mean a small business concern (pursuant to Section 3 of the Small Business Act) which is at least 51% owned, privately or through shares of public stock, by one or more minorities or women and whose management and daily business operations are controlled by one or more such individuals - shall have the maximum opportunity to participate in the performance of leases and, consequently, this lease/agreement/permit is subject to the applicable sections of 49 CFR Part 23, and those Regulations as may be amended.
18. Operator/Lessee shall insert the above Provisions in any lease, agreement, contract, permit, etc., by which it grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises covered by the lease, agreement or permit, including any subleases, and hereby assures that the above Provisions will be included in any agreement, contract, permit or further sub-lease granted or entered into by any sub-lessee of the Operator/Lessee.

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