

## CA66 MONTEREY BAY ACADEMY AIRPORT USAGE LICENSE AGREEMENT

This Usage License Agreement is made and entered into as of **[START-DATE]** ("Date") by and between **AirSpace Integration, Inc.** ("Licensor") and "**[LICENSEE]**" ("Licensee").

WHEREAS, Licensor is the operator of the Monterey Bay Academy Airport, a privately owned airfield, located at 783 San Andreas Rd, La Selva Beach, CA 95076 and surrounding property ("Airport" or "Property"), and has the right to provide for use of the Airport and enter into this Usage License Agreement; and

WHEREAS, Licensee desires to obtain the right to use the Airport in accordance with the terms of this Use Agreement,

NOW THEREFORE, the parties hereto for good and valuable consideration including the covenants and agreements contained herein agree as follows:

### 1. Grant of License.

In consideration of Licensee's promises contained herein, Licensor grants to Licensee a revocable, non-exclusive license ("License") to use the Airport to take off and land the below identified aircraft and the right to conduct other ancillary operations reasonably necessary for the conduct of the operation of the aircraft (e.g. unloading and loading of the aircraft), in common with others. This License includes the right to use the Airport to move and park aircraft for relatively brief periods of time between landings and takeoffs; such use shall be absolutely subject to directions from Licensor. Licensee shall not have the right to leave the aircraft on the Airport overnight without the express, written consent of Licensor. Licensee understands that MBA observes the period from sunset on Friday to sunset the following Saturday as the Sabbath, a day of rest, worship and reflection for its students and residents, and requests that Licensor, respecting MBA's Sabbath observance, limit Licensor's use of the Airstrip during this time period.

Licensee may not use the Airport, for any other purpose or business without obtaining Licensor's prior written consent. In exercising any rights under this License, Licensee must comply with the CA66 Monterey Bay Academy Airport Rules ("Airport Rules") as may be amended from time to time, and which are attached hereto as Exhibit A.

Licensee may only use the following aircraft in connection with this License and shall provide a valid copy of the aircraft registration certificate to the Airport Manager prior to use of the Airport. Licensee may use other aircraft only with prior written approval.

**AIRCRAFT: [AIRCRAFT]**

### 2. License Non-assignable.

This License is personal to Licensee and shall not be assigned. Any attempt to assign this License, or any rights under this License Agreement, shall automatically terminate this License. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

### 3. Period of License.

This License shall start on "**[START-DATE]**" and shall end on the earlier of "**[END-DATE]**" or the expiration date of Licensee's liability insurance policy as set forth below in paragraph 9. Licensor may revoke this License at any time and for any reason by delivering written notice of termination to Licensee. Upon receipt of a notice of termination of this License, Licensee, shall have no more right to use the Airport except to take off once in order to remove all of Licensee's personal property, including Licensee's aircraft, from the Property not more than **[three (3) days]** from the date the notice is delivered to Licensee.

**4. Pilot and Medical Certificates.**

Licensee represents and warrants to Licensor that Licensee holds all necessary certificates and permits required by federal and state law, including without limitation a Federal Aviation Administration pilot certificate and medical certificate, to pilot any aircraft used pursuant to this License. Licensee further represents and warrants that it meets all criteria established under the Airport Rules. Licensee shall use the Airport only while so licensed and only in accordance with the terms of such certificates, permits, and rules established herein.

**5. CONDITION OF AIRPORT AND PROPERTY.**

LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OR SAFETY OF THE AIRPORT (INCLUDING THE AIRSTRIp) OR THE REMAINDER OF THE PROPERTY LICENSOR HAS NO DUTY, AS TO LICENSEE, TO MAINTAIN THE AIRPORT (INCLUDING THE AIRSTRIp). LICENSEE ACKNOWLEDGES THAT HE/SHE IS USING THE AIRPORT (INCLUDING THE AIRSTRIp) AND PROPERTY AT HIS/ HER OWN RISK AND FULLY ASSUMES ALL RISK OF LOSS, DAMAGE, OR INJURY THAT HE/SHE MAY SUSTAIN WHILE USING THE AIRPORT (INCLUDING THE AIRSTRIp) OR THE PROPERTY. OPERATIONS ARE AT THE SOLE RISK OF THE LICENSEE.

**6. Waiver, Hold Harmless and Indemnification.**

As a material part of the consideration to be rendered by Licensee under this License Agreement:

- A. Use of the Property is at Licensee's sole risk. Licensee hereby voluntarily releases, discharges and waives any and all claims or causes of action for personal injury, property damage or wrongful death occurring to Licensee or its property, and for any expenses or loss of income related thereto, as a result of using the Airport and the remainder of the Property or as the result of any other activity pursuant to this License, wherever or however occurring, to the fullest extent permitted by law. Licensee does, for him/herself, his/her heirs, executors, administrators and assigns, hereby agree that under no circumstances will Licensee or his/her heirs, executors, administrators or assigns prosecute or present any such claim for personal injury, property damage, wrongful death, or for expenses or loss of income related thereto, against Licensor and/or Property Owner (or any of Licensor and/or Property Owner's directors, officers, agents, servants, employees or insurer[s]). Licensee acknowledges that it has read this agreement and the waiver and release contained herein and voluntarily and knowingly expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
- B. Licensee, for him/herself, his/her heirs, executors, administrators and assigns, agrees that Licensor (and all of Licensor's owners, members, directors, officers, agents, servants, employees, invitees and insurer[s]) (collectively, "Indemnified Parties") shall be free from all liability and claim for damages by reason of any injury or death to any person or persons, including Licensee and Licensee's family members, employees and agents, or property of any kind whatsoever and to whomsoever belonging, including Licensee and Licensee's family members, employees, agents and invitees, from any cause or causes whatsoever in connection with Licensee's use of the Airport and the remainder of the Property or as the result of any other activity pursuant to this License; Licensee hereby covenants and agrees, to the fullest extent permitted by law, to indemnify defend and hold harmless the Indemnified Parties from and against any and all liability, loss, injury, damage, liens, claims, causes of action, demands, awards, settlements and all other costs, including attorney's fees, and obligations of whatever nature on account of, or arising out of, any such injuries or losses, however occurring, or in connection with the use or occupancy of the Property or as a result of any other activity pursuant to this License, by Licensee or any of Licensee's family members, employees, agents or invitees.

**7. Insurance.**

Licensee shall maintain, for aircraft not including Licensor's, in full force during the term of this License, at Licensee's own expense, policies of comprehensive liability insurance and aviation liability insurance, such coverage to include without limitation bodily injury, and property damage. The policies shall cover Licensee's obligations under paragraph 8 of this License Agreement. The insurance coverage under each policy shall be not less than **\$1,000,000.00** per occurrence and in the aggregate, and shall provide for 30-days unequivocal written notice to the Licensor or designee prior to cancelation. Prior to use of the Property and at all times during the use of the property, Licensee shall supply a current and valid Certificate of Insurance to Licensor naming **AirSpace Integration and Monterey Bay Academy**, and its members and such additional parties as Licensor designates as additional insureds.

AirSpace Integration, Inc  
450 McQuaide Dr.  
La Selva Beach, CA, 95076

Monterey Bay Academy's text:

The General Conference of Seventh-day Adventists, the Pacific Union of Seventh-day Adventists, the Central California Conference of Seventh-day Adventists, Monterey Bay Academy, and all their officers, employees, members, agents, and assigns.

The Certificate Holder is:

Central California Conference of Seventh-day Adventists  
2820 Willow Ave.  
Clovis, CA 93623

Licensee currently has the following policy/ies complying with this paragraph 9:

Name of Insured: \_\_\_\_\_ [LICENSEE]

Policy Number: \_\_\_\_\_ [INSURANCE-POLICY-NUMBER]      Expiration Date: \_\_\_\_\_ [INSURANCE-EXPIRATION]

Name of Insurer: \_\_\_\_\_ [INSURANCE-COMPANY]      Phone of Insurer: \_\_\_\_\_ [INSURANCE-PHONE]

Address of Insurer: \_\_\_\_\_ [INSURANCE-ADDRESS], [INSURANCE-CITY], [INSURANCE-STATE], [INSURANCE-ZIP] \_\_\_\_\_

\_\_\_\_\_

**8. Property Damage.**

Licensee shall promptly reimburse Licensor upon demand for the cost of repair of any damage to the CA66 Monterey Bay Academy Airport or property caused by Licensee's (or its representative's, employees', agents' or invitees') entry or use of the Property. Upon request of Licensor, Licensee shall promptly restore any physical damage to the Property caused by Licensee during the term of this License at Licensee's sole cost and expense.

**9. Payments.**

Licensor reserves the right to adopt fees and charges for use of the airport, which shall be provided in writing at least fifteen (15) days in advance of the effective date of such fee or charge.

**10. Notices.**

Except as otherwise expressly provided by law, any notice, tender, delivery, or other communication under this License Agreement shall be in writing and shall be deemed to be properly given if personally delivered (including messenger or recognized delivery, courier or air express service), sent by confirmed facsimile or by electronic transmission, or mailed (by being deposited in the United States mail, duly registered or certified, with postage prepaid). Such notices and other communications shall be effective (a) on the date of receipt (evidenced by the certified mail receipt) if mailed, (b) on the date of such hand delivery if hand delivered, (c) one (1) business day after deposit with a recognized overnight commercial courier service, or (d) on the day when sent if sent by confirmed facsimile or electronic transmission.

Any such notice, tender, delivery or other communication not delivered by confirmed facsimile or electronic transmission shall be addressed as follows:

LICENSOR:

**Company: AirSpace Integration**

ATTN: Chris Bley

Address: 450 McQuaide Dr., La Selva Beach, CA 95076

Email: bley@airspaceintegration.com

LICENSEE:

\_\_\_\_\_  
[LICENSEE]

\_\_\_\_\_  
[PHONE]

\_\_\_\_\_  
[EMAIL]

Either party may change that party's address for these purposes by giving written notice of the change in the manner provided in this paragraph.

**11. Compliance with Laws.**

All activities undertaken in connection with this License shall comply with all applicable laws and regulations, and all applicable federal and state laws, including Federal Aviation Administration regulations. Licensee's violation of any applicable laws or regulations shall render this License null and void and shall cause t License to immediately terminate without prior notice.

**12. Attorneys' Fees.**

Whether or not any suit, action, or other dispute resolution process is instituted, if it becomes reasonably necessary for Licensor to retain the services of one or more attorneys to procure performance of this License Agreement by Licensee, Licensee shall pay the attorneys' fees so incurred by Licensor in seeking performance of this License Agreement by Licensee. If any action, proceeding (including a bankruptcy proceeding) or other dispute resolution process arising out of or relating to the subject matter of this License Agreement is commenced by any party to this License Agreement, then the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the actual attorneys' fees, costs, and expenses incurred in the action, proceeding, or other dispute resolution process by the prevailing party.

**13. Entire Agreement.**

This License Agreement supersedes any and all other agreements between the parties hereto with respect to this License. Each party acknowledges that no representation, inducement, promises, or agreements have

been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

**14. Partial Invalidity.**

If any provision in this License Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force

**15. No Waiver.**

No waiver shall be valid unless in writing and signed by the party to be charged, and then only to the extent therein specified. No waiver by either party of a right or remedy under this Agreement or under applicable law shall constitute a waiver, express or implied, of any other right or remedy of such party, and no failure or delay on the part of either party to exercise, assert or otherwise insist upon one or more of its rights or remedies under this Agreement or at law shall constitute a waiver by such party of any of such rights or remedies either then or in the future, or otherwise constitute a precedent for an future conduct or inaction.

**16. Construction of Agreement.**

All paragraph headings are provided for convenience only and shall not be used to interpret the provisions of this License Agreement. As used in this License Agreement, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others unless the context clearly indicates otherwise. This License Agreement shall be governed by and construed in accordance with the laws of the State of California. This License Agreement shall be deemed to have been jointly drafted and negotiated by and between the parties. No individual party shall be deemed to have drafted or otherwise written this License Agreement. This License Agreement or any uncertainty or ambiguity herein shall not be construed against any one party but shall be construed as if both the parties jointly prepared this License Agreement.

**17. Counterparts.**

This License Agreement may be executed in one or more counterparts and shall be effective, when at least one counterpart shall have been executed by each party hereto, and each set of counterparts which collectively show execution by each party hereto shall constitute an original agreement. A PDF execution copy of this License Agreement shall be binding and have the same force and effect as the original of this License Agreement.

IN WITNESS WHEREOF, the parties have voluntarily and knowingly executed this License Agreement as of the day and year first above written.

**LICENSEE**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

**LICENSOR**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ Chris Bley \_\_\_\_\_

## **Exhibit A - CA66 Monterey Bay Academy Airport Rules**

The CA66 Monterey Bay Academy Airport Rules ("Airport Rules") have been adopted to make the CA66 Monterey Bay Academy Airport ("Airport") a safe and pleasant place, and to make it compatible with the surrounding community. All Airport users and owners of aircraft based at the Airport must adhere to the Rules at all times. Failure to abide by the Rules is grounds for being prohibited from using the Airport and revocation of any License to use the Airport. The Airport reserves the right to change or modify the Rules at his/her discretion, and will advise License of changes to the Rules in advance of their applicability.

Any request for a waiver from the Rules must be submitted in writing to the Airport manager in advance of the proposed operations. Waiver requests must be submitted via electronic mail to Chris Bley, Airport Manager, at [bley@airspaceint.com](mailto:bley@airspaceint.com). The Airport Manager will notify the individual requesting the waiver via return email and may waive the requirements of these rules in the Airport Manager's sole discretion. The individual requesting a waiver is not authorized to deviate from the Rules until he or she receives written approval from the Airport Manager in advance of the proposed operations.

Authorization to use the Airport for any reason - including but not limited to conducting operations into or out of the Airport and basing aircraft at the Airport - can be granted **ONLY** by the Airport manager. No person may conduct ground or flight operations into or out of the Airport until (a) he or she submits a signed Monterey Bay Academy Airport User License Agreement ("License Agreement") to the Airport manager and (b) the Airport manager accepts the License Agreement and executes it.

*In addition to the requirements mentioned above, all Airport users must comply with the following:*

- 1.** All aircraft ground and flight operations at the Airport must comply with all federal and state, and local laws and regulations and requirements regarding the operation of the Airport and aircraft at the Airport, including, without limitation, Federal Aviation Administration ("FAA") requirements (including without limitation 14 C.F.R. Part 91 ("Part 91") and Part 135, as may be applicable,) National Transportation Safety Board ("NTSB") requirements, the Airport Permit issued by the California Department of Transportation, SCR-004 dated February 10, 2015, as such permit may be amended or revised from time to time and including any successor permit issued ("Airport Permit") and permitted uses authorized by the County of Santa Cruz, California.
- 2.** All aircraft operated into or out of the Airport shall be maintained in compliance with, without limitation, FAA regulations; FAA airworthiness directives; the aircraft operating manual; and the aircraft manufacturers recommended maintenance programs and service bulletins, including regular maintenance, preventative maintenance, and any required or otherwise necessary inspections involving the aircraft.
- 3.** Aircraft flying into or out of the Airport are restricted reciprocating, single-engine airplanes with less than 12,500 MTOW, to the extent they are permitted under the Airport Permit.
- 4.** All persons using the Airport must hold a current, valid pilot certificate and medical certificate issued by the FAA appropriate for the type of operations being conducted.
- 5.** No person who has less than 300 hours total flight time or holds only a recreational pilot certificate may operate into or out of the Airport, without the prior consent of the Airport Manager.
- 6.** The Airport Manager reserves the right to request documentation to confirm the eligibility of pilots and users of the Airport and verify compliance with the terms of these Rules and the User Agreement. Upon such request, such documentation must be promptly provided to the Airport Manager and such documentation must be provided and verified before operations are conducted. This documentation may include copies of FAA-related documents such as log books or pilot certificates.



- 7.** No person may conduct commercial aircraft operations, i.e., the transportation of persons or property for compensation or hire, or agricultural aircraft operations at the Airport, without the prior authorization of the Airport Manager, which may be withheld in the Airport Manager's sole discretion. All such activity must comply with the federal, state, and local restrictions, including those contained in the Airport Permit. Additionally, no commercial activity shall be conducted into, out of, or on the Airport, without the prior authorization of the Airport Manager which may be withheld in the Airport Manager's sole discretion. The Airport Manager may develop standards to "pre-qualify" certain operators desiring to provide commercial aircraft operations as a pre-condition of operating at the Airport.
- 8.** No airport operations on Saturdays and No night operations are permitted.
- 9.** Flight instruction, other than that required for pilot checkout into and out of the Airport, may not be conducted at any time out of the Airport. No touch and go landings are permitted at any time. No formation takeoffs or landings are allowed at any time. The Airport may only be used for arrivals and departures.
- 10.** All persons operating aircraft into or out of the Airport must have current, valid insurance in the amount and type prescribed by the License Agreement. All persons operating aircraft at the Airport must submit to the Airport owner a copy of proof of insurance before conducting any operations into or out of the Airport and are required to keep insurance current and in valid form.
- 11.** All persons conducting flight operations at the Airport must, upon request, furnish a copy of their pilots logbooks endorsements validating his/her compliance with FAA and License requirements.
- 12.** No person may operate an aircraft into, out of, or on the Airport in a careless or reckless manner. In addition to any FAA requirements, the following requirements apply:
- A.** No person may act or attempt to act as a crewmember on an aircraft operating into, out of, or on the Airport within eight (8) hours after the consumption of any alcoholic beverage, while under the influence of alcohol, while using any drug that affects the person's faculties in any way contrary to safety, or while having an alcohol concentration of either 0.04 grams of alcohol per deciliter of blood or 0.04 grams of alcohol per 210 liters of breath.
  - B.** No person may operate an aircraft into, out of, or on the Airport with the knowledge that narcotic drugs, marihuana, depressant or stimulant drugs or substances are carried in the aircraft.
  - C.** No pilot in command may allow any object to be dropped from an aircraft in flight.
- 13.** In addition to the revocation provisions in the License, the Airport owner or manager may, without advance notice, revoke any person's license to use the Airport if the FAA issues a final determination that the person has violated any FAA regulation. Any person who is involved in an aircraft incident or accident as defined by the NTSB or whose FAA pilot or medical certificate is revoked or suspended will immediately have their license to use the Airport revoked.
- 14.** The Airport Manager may, and if required, will report any suspected or actual violations of FAA requirements to the FAA.



**15.** All Airport users must report any aircraft accident or incident in accordance with all federal and state law, including without limitation, NTSB regulations. Any disabled aircraft must be removed from the Airport's runway as soon as possible but in strict compliance with all federal and state law, including without limitation, NTSB regulations.

**16.** It is highly recommended that pilots establish two-way radio communications on the designated air-to-air frequency of 122.80 when multiple aircraft are operating in the vicinity of the Airport. In addition, announcing intention to land while above 500' AGL and prior to departure.

**17.** All flights conducted into and out of the Airport shall be conducted in accordance with any applicable noise abatement procedures. No low elevation operations to the Zills Road community north of the property or over high school that is inland to the Airport.

**18.** No person may conduct acrobatic maneuvers above or near the Airport.

**19.** #16 Update – CTAF procedures— It is required that incoming pilots announce intention to land while above 500' AGL on the designated air-to-air frequency of 122.80 when entering the traffic pattern of CA66, as well as announce departure intentions prior to entering the active runway.

**20.** Advisory — UAS Operations — Frequent unmanned flight operations on and around airport property from 0'-400' AGL. Please check for runway closures, and utilize proper CTAF procedures upon approach to CA66.

**21.** It is highly recommended that AirSpace Integration website's booking page is used to ensure CA66's airstrip is open for use and announce your visit to our team.