THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

20-1096

SAP Number

Department of Airports

Department Contract Representative	James E. Jenkins
Telephone Number	(909) 387-8810
Contractor	Planes of Fame Air Museum, Inc.
Contractor Representative	Steven Hinton, President
Telephone Number	(909) 597-3722
Contract Term	April 24, 2021 – May 3, 2021
Original Contract Amount	
Amendment Amount	
Total Contract Amount	$8,500 plus 20% of net income that exceeds $325,000
Cost Center	6315001000

SAN BERNARDINO COUNTY
SPECIAL EVENT LICENSE

IT IS HEREBY AGREED AS FOLLOWS:
(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

1. **PARTIES:**

The County of San Bernardino, hereinafter referred to as "COUNTY", as licensor, hereby grants a Special Event License ("License") to Planes of Fame Air Museum, Inc. hereinafter referred to as "LICENSEE", as licensee, for the use of certain portions of the COUNTY's Chino Airport (the "Airport"), located at 7000 Merrill Avenue, Chino, California to hold the two-day "Planes of Fame Air Show 2021" ("Event") on the terms and conditions set forth in this License.

2. **USE AREA:**

A. Use Area. During the Use Period (as defined below), the LICENSEE shall have the right to use those certain portions (the "Use Area") of the Airport as more specifically depicted in Exhibit "A", Use Area,

which is attached hereto and incorporated herein by reference. The Use Area comprises the following spaces: (i) those common areas adjacent to a runway at the Airport, as highlighted in yellow on Exhibit "A," for use as event space for the Event ("Event Space"), (ii) an area on the north side of the Airport, as highlighted in yellow on Exhibit "A," for use as an administration/office space ("Administration Space"), (iii) that common area on the west side of the Airport, as highlighted in yellow on Exhibit "A," for use as a parking space for the Event ("Parking Space"), (iv) that common area road at the Airport, as highlighted in yellow on Exhibit "A," for use as vehicular and pedestrian ingress and egress, and (v) those common areas of the Airport, as shown in a red line on Exhibit "A," for use as pedestrian ingress and egress. The Event Space shall only be used to hold the Event, which includes static displays, non-aerial demonstrations and activities, and vendor and concession booths and for no other purposes. Subject to an FAA-issued Certificate of Waiver or Authorization as required in Paragraph5.C., the airspace at the Airport may be used for aerial demonstrations. The COUNTY shall have the right to enter the Use Area at all times during the Use Period.

B. Condition. The LICENSEE hereby acknowledges and agrees that the Use Area shall be provided to the LICENSEE in its then existing AS-IS condition for the Use Period.

C. Surrender. At the expiration of the Use Period, the LICENSEE shall return the Use Area in substantially the same condition as received, with any approved improvements or modifications removed and all damages to the Use Area and other areas of the Airport that are caused the LICENSEE, the Licensee's Agents (as later defined), and the Licensee's Attendees (as later defined) repaired.

3. **USE PERIOD**:

A. Subject to Paragraph 3.B. below, this License shall be for a use period of nine (9) consecutive days as follows: (i) non-exclusive use of the Event Space within the Use Area for seven (7) days for set-up, exclusive use of the Event Space and the Parking Space within the Use Area for two (2) days for the Event, and non-exclusive use of the Event Space within the Use Area for two (2) days for tear-down and clean-up, provided that such use is in compliance with this License and the Event Plan (as later defined).The LICENSEE shall have exclusive use of the Administration Space for the duration of the Use Period and the non-exclusive use of the both areas of ingress and egress within the Use Area for the duration of the Use Period. The Use Period for the Event Space within the Use Area is more specifically set forth as follows:

Year	Use Period (for Event Space within Use Area)		
	Set-Up (7 days)	Event (2 days)	Tear Down (2 days)
2021	4/24/2021– 4/30/2021	5/1/21 – 5/2/21	5/3/21 – 5/4/21

B. COVID-19 Contingency. As of the date of this License is mutually executed, the parties acknowledge and understand that, in response to the COVID-19 pandemic, the State of California ("State") has implemented a "Blueprint for a Safer Economy" with criteria for COVID-19 allowable activities based on a four-tier, color-coded risk framework. Notwithstanding anything to the contrary in this License, in the event that the State does not assign the County of San Bernardino a yellow (minimal risk) tier on or before April 24, 2021, ("Cancellation Date") or (ii) at any time after the Cancellation Date up to and including May 2, 2021, the State increases the assigned risk tier for the County of San Bernardino from a yellow (minimal risk) tier to any other risk tier, this License shall automatically be cancelled without further notice and be deemed null and void without any legal effect; in which case, neither party shall have any obligation to the other hereunder except that COUNTY shall refund any monies paid by LICENSEE prior to such cancellation date in accordance with Paragraph 6 and LICENSEE shall repair any damage to the Use Area. In the event the State modifies or implements a successor framework to the "Blueprint for a Safer Economy", the provisions of this Paragraph 3.B shall apply if the County of San Bernardino is not assigned the lowest risk level by the State under such modified or successor framework.

4. **COUNTY OBLIGATIONS:**

A. The LICENSEE acknowledges and agrees that the COUNTY shall have no obligation to provide any services or utilities to the Use Area during the Use Period except that COUNTY shall, at its cost, provide electricity service from an existing connection point located in a portion of the Event Area situated immediately adjacent to Taxiway Kilo for the food court and the ATM connections. COUNTY does not guarantee the sufficiency of the existing connection for LICENESEE's use and LICENSEE agrees that neither it nor its contractors and vendors shall exceed the capacity of the existing connection. The LICENSE further acknowledges and agrees that the COUNTY shall not be required to provide, nor shall COUNTY provide, any security at the Event, whether for personal property and/or persons or otherwise. Any and all services, including but not limited to security, and utilities shall be the sole responsibility of the LICENSEE at the LICENSEE's cost.

B. It is expressly understood and agreed that neither COUNTY nor any of its officers, employees, contractors, agents, or volunteers shall, in any way or for any purpose, become a partner, agent, principle of, or a joint venturer with LICENSEE by reason of the Event or any provision of this License.

C. If requested in writing by LICENSEE at any time prior to the Event, COUNTY shall provide to LICENSEE a list of current tenants at the Airport along with their respective mailing addresses then on file with the COUNTY's Department of Airports for use by LICENSEE to communicate with said tenants on matters related to the Event at the Airport.

5. LICENSEE OBLIGATIONS:

In addition to any other requirements in this License, LICENSEE agrees that:

A. LICENSEE is required to ensure that all non-aerial vendors, contractors and participants provide indemnity and obtain insurance for the Event in the amounts, types and with the specifications as required in Exhibit "C" – Vendor, Contractor, and Participant Indemnification and Insurance Requirements. LICENSEE is required to ensure that all aerial vendors, contractors and participants provide indemnity and obtain insurance for the Event in the amounts, types and with the specifications as required in Exhibit "C" – Vendor, Contractor, and Participant Indemnification and Insurance Requirements, **as well as Aircraft Liability insurance** with combined single limits of at least Two Million Dollars ($2,000,000.00) for bodily injury (including passengers), death, and property damage.

LICENSEE shall be responsible to ensure compliance with all terms described or referred to in Paragraph 5 LICENSEE OBLIGATIONS, Paragraph 14 INDEMNIFICATION , Paragraph 15 INSURANCE REQUIREMENTS AND SPECIFICATIONS, and Exhibit "C" – VENDOR, CONTRACTOR, AND PARTICIPANT INDEMNIFICATION AND INSURANCE REQUIREMENTS, including (without limitation) obtaining certificates of insurance and endorsements which include the COUNTY as an additional insured on the coverage. Copies of such certificates of insurance and endorsements shall be provided to COUNTY by 3:00 P.M. Friday, April 23, 2021. In no event, shall a vendor, contractor or participant be permitted to participate in the Event in the absence of the required certificates of insurance and endorsements required herein.

B. LICENSEE shall ensure that every aerial and non-aerial vendor, contractor, and participant in the Event executes a Release, Waiver of Liability, and Indemnity Agreement in substantially the same content and form as attached as Exhibit "D".

C. LICENSEE must comply with all Federal Aviation Administration (FAA) requirements, including, but not limited to, application to and receipt from the FAA of a Certificate of Waiver or Authorization for Event. The Certificate of Waiver or Authorization, issued by the FAA, must be produced to the COUNTY's Department of Airports Director or his authorized designee, prior to **Friday, April 30, 2021**. NOTE: This is a standard Federal Aviation Administration (FAA) form.

D. LICENSEE shall obtain and maintain throughout the Event all necessary permits, licenses, and approvals from applicable federal, state and local agencies, including, but not limited to, the Federal Aviation Administration, City of Chino Police Department (security), San Bernardino County Environmental Health

Services (sanitation, food/drink), California Highway Patrol (traffic), Caltrans (freeway access), San Bernardino County Transportation (roadways), Alcoholic Beverage Control Board (liquor licenses) as required for any use allowed under this License. A true and accurate copy of the Certificate of Waiver or Authorization, issued by the FAA, together with true and accurate copies of all other necessary permits, licenses, and approvals for the Event, must be delivered to the COUNTY'S Department Airports Director, or his authorized designee, prior to **April 29, 2021**, such copies to be retained by the COUNTY's Department of Airports Director, or his authorized designee. NOTE: The LICENSEE shall make every effort to obtain any and all necessary permits, licenses, and approvals in the most expeditious manner and deliver a copy of said permits, licenses, and approvals to the COUNTY's Department of Airports as they are obtained.

E. The LICENSEE acknowledges and understands that, during the Use Period, Airport tenants will be conducting their business at the Airport and that it will be the sole responsibility of the LICENSEE to resolve any operational concerns regarding each Annual Event that may be raised by said tenants, provided that in no event shall the LICENSEE have any authority to impose any obligations or any costs on the COUNTY nor to affect Airport operations. In the event that any aircraft is parked within the Use Area during any Use Period, the LICENSEE shall coordinate with the County's Department of Airports Director or his authorized designee prior to any removal of said aircraft.

6. **USE FEES:**

A. LICENSEE shall pay to the COUNTY the following: (1) a one-time fee in the amount of Eight Thousand Five Hundred and 0/100 Dollars ($8,500) by **3:00 P.M. Friday, April 23, 2021** plus (2) twenty percent (20%) of the Net Income from the Event that exceeds Three Hundred Twenty Five Thousand and 00/100 Dollars ($325,000.00). LICENSEE shall provide COUNTY with an audited income and expense statement of the Event along with any amounts due under this Subparagraph 6.A by **3:00 P.M., Friday, September 24, 2021**. Net income shall be defined as Gross Income less Event Operating Expenses. The term "Gross Income", as used in this License, is defined as all money, cash, receipts, assets, property or other things of value, including, but not limited to, gross charges, sales, rentals, sponsor payments, fees and commissions made, or earned, and all gross sums received by LICENSEE, when collected or accrued, from the Event. Gross Income in credit card transactions shall include only the actual amount received by LICENSEE from the credit card issuer. Gross Income shall not include returns and exchanges.

(i) Gross Income will include the amount of any manufacturer's or importer's excise tax included in the prices of any property or material sold, even though the manufacturer or importer is also the retailer thereof; and it is immaterial whether the amount of such excise tax is stated as a separate charge.

(ii) Gross Income will not include any Federal, State of California ("State"), Municipal sales and excise taxes, required to be collected by LICENSEE or its successors in interest in connection with the rendering or supplying of services, goods, wares or merchandise, or other taxes collected from the consumer (regardless of whether the amount thereof is stated to the consumer as a separate charge) and paid periodically by LICENSEE to a governmental agency, accompanied by a tax return or statement. But, the amount of such taxes will be shown on the books and records elsewhere herein required to be maintained.

(iii) Event Operating Expenses to be deducted from Gross Income includes cost of goods, advertising, interest, collection charges, insurance and taxes for the Event.

B. Damage Deposit: LICENSEE shall pay Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) as a damage deposit. The deposit shall be made by money order or certified cashier's check payable to San Bernardino County Department of Airports by **3:00 P.M. Friday, April 23, 2021**. This deposit shall be held as security to pay for damages incurred by the COUNTY due to the use of the Use Area and the Airport by LICENSEE and any vendors, contractors, participants, employees, volunteers, agents, attendees, spectators, guests, or invitees. The COUNTY'S Airport Manager and the LICENSEE's Event Coordinator shall inspect the Use Area and Airport both before and after the Event to determine the extent of any damages

incurred. The COUNTY shall return the deposit, less any damages, within eight weeks following final walk-through.

7. **EVENT OPERATIONS:**

A. Event Name. LICENSEE shall refer to the event as the "Planes of Fame Airshow 2021" on all tickets, publications, promotions, and other event related items and by no other name without the express written consent of the COUNTY'S Department of Airports Director or his authorized designee.

B. Event Costs. LICENSEE shall be solely responsible for all expenses and activities necessary for the promotion, operation, and management of the event. LICENSE will operate and manage the Event in a professional manner and in accordance with industry standards.

C. Event Plan. LICENSEE shall submit an Event Plan ("Event Plan") to the COUNTY's Department of Airports Director or his authorized designee by **3:00 P.M. Monday, February 1, 2021** and shall, at the request of the COUNTY, review the Plan with representatives of the COUNTY, including the Department of Airports personnel, with the final Event Plan to be approved by the COUNTY in its sole discretion prior to LICENSEE's use of the Use Area during the Use Period. Among other things, the Plan must provide site plans and identify any requested improvements or alterations, including electrical requirements, to the Use Area, all of which, if approved by the COUNTY, must be taken down prior to the expiration of this License. The Plan must also identify the LICENSEE's Event Coordinator who shall be available at all times during the period of the License. The Plan shall further specify details, including the name and contact information for all persons responsible and the name of the company, if applicable, related to the following: security, parking, set-up, tear down, and clean-up, signage, advertisement, gate ingress, egress, sanitation, and food and vendor operations. The Plan shall also include a traffic control plan during the Use Period, including (without limitation): (i) vehicular and pedestrian ingress and egress routes along with directional signage, to ensure public access to buildings at the Airport whose principal entrances are located on Stearman Avenue; those affected buildings being Buildings A-245, A-270, A-280, A-285 and A-290; and (ii) aircraft ingress and egress routes and corridors during the times outside of the active wavier period set forth in the FAA's Certificate or Waiver or Authorization required pursuant to Paragraph 5.C to ensure aircraft access to aircraft storage and fueling facilities at the Airport.

D. Event Coordinator/Event Staff. LICENSEE shall identify and provide an Event Coordinator who will act as the LICENSEE's representative to the COUNTY's primary contact for the Event, the COUNTY's Department of Airports Director or his authorized designee. LICENSEE shall maintain a staff adequate to operate and administer all activities relating to the Event in a safe and orderly manner. All of LICENSEE's staff will wear a distinctive shirt identifying the LICENSEE's staff as a representative of the LICENSEE, which shirt shall be subject to approval of the COUNTY'S Department of Airports Director or his authorized designee. The distinctive shirt shall be worn by LICENSEE'S staff at all times during the Event, including during the set-up and tear down portions of the Use Period.

E. Tickets & Ticket Booth. LICENSEE will provide personnel to staff any needed ticket booths. Tickets and other entry fees will be priced as indicated in Exhibit "B", Event Plan. Ticket sales shall be limited **to no more than 20,000 per day** during the days of the Event. Ticket prices and other entry fees set by LICENSEE shall be reasonable, and any changes from those set forth in Exhibit "B", Event Plan must be provided in a written notice to the COUNTY's Department of Airports Director or his authorized designee for his approval no later than two (2) COUNTY business days before the change may be effective. LICENSEE shall be responsible for any and all conflicts associated with ticket sales and will provide a representative for that purpose.

F. Licensee's Employees, Contractors, Vendors, Agents, And Volunteers: LICENSEE will ensure that anyone acting on LICENSEE's behalf or with LICENSEE's permission, including, without limitation, its employees, contractors, vendors, agents, and volunteers (collectively, "LICENSEE's Agents") shall at all times conduct themselves in a professional manner, and that they conform to all applicable laws, rules, regulations, and requirements currently in effect at the Airport, as well as all applicable laws, rules, regulations, and

requirements as hereafter may be promulgated or put into operation at the Airport by the COUNTY. LICENSEE shall cause all LICENSEE's Agents to comply with the same the same indemnity and insurance requirements set forth in this License. LICENSEE shall provide COUNTY with a list of LICENSEE's employees, contractors, vendors, agents, and volunteers by **3:00 P.M. Friday, April 23, 2021**.

G. HOURS OF OPERATION: The Event's operating hours must be set forth in Exhibit "B". COUNTY may reasonably adjust operating hours based on traffic levels and special events at the Airport. LICENSEE may close the Event for safety reasons at its reasonable discretion but must notify the COUNTY'S Department of Airports Director or his authorized designee, and announce and/or post signs designating the duration of closure.

H. Exit Gates. LICENSEE shall staff the main exit gate of the Use Area for at least one (1) hour after the ending time of each day of the Event to ensure that all Event attendees and Licensee's Agents exit the Use Area.

I. Licensee's Attendees Release. The term "Licensee's Attendees" shall be defined as any and all of the Licensee's Agents and any attendee, spectator, guest, invitee of the Event. The LICENSEE shall require that Licensee's Attendees at the Event execute a Release, Waiver of Liability, and Indemnity Agreement in substantially the same content and form as Exhibit "D", which is attached hereto and incorporated herein by reference. LICENSEE shall provide COUNTY with all executed release forms on or before the due date set forth in Exhibit "D".

J. Event Services. LICENSEE will provide and is responsible at its sole cost for obtaining and maintaining throughout the Event, for its vendors, contractors, participants, employees, volunteers, agents, attendees, spectators, guests, or invitees all necessary potable water, portable toilet and sanitation facilities, parking control, parking shuttle service, trash pickup and disposal, food vendors, activity vendors, security, insurance, permits, licenses, and approvals from the applicable federal, state, and local agencies, and all other items that are reasonably required for the safe and legal operation of the Event. LICENSEE shall provide all necessary security at the Event for its vendors, contractors, participants, employees, volunteers, agents, attendees, spectators, guests, or invitees. Any claims, actions, loss, damages, liabilities, and injuries to the person or property of any vendors, contractors, participants, employees, volunteers, agents, attendees, spectators, guests, or invitees shall be at the sole cost, expense, and responsibility of LICENSEE. LICENSEE agrees to provide any necessary security adequate to the size of the expected attendance at each day of the Event.

8. **RECORDS AND ACCOUNTS:**

A. RECORDS AND ACCOUNTS: LICENSEE covenants and agrees that it will, at all times during the term of this License, keep or cause to be kept at the LICENSEE's primary place of business or other place agreed upon by COUNTY, true, accurate, and complete books, records, and accounts of all financial transactions relating to Gross Income, Event Operating Expenses, Net Income, and any payments due to COUNTY pursuant to Paragraph 6.A. of this License. The records must be supported by documents from which the original entry of the transaction was made, including but not limited to sales slips, cash register tapes, or other documentation.

B. RECORDATION OF SALES: All sales and charges must be recorded by means of sales invoices, tickets or cash registers which display to the customer the amounts of the transactions and either physically or automatically issue receipts certifying the amounts recorded. The approved forms or devices used in the recording of cash or charge sale transactions are as follows:

(i) CASH REGISTERS: Cash registers must be of a type that displays to the customer the amount of each transaction if space permits. The register must be equipped with devices, which lock in sales total, transaction records, and with counters which are not resettable and which record on tapes the transaction numbers and sales details. Cash register readings must be recorded by LICENSEE at the beginning and end of each business day.

(ii) CASH RECEIPT AND CHARGE SALES BOOK: Cash receipt and charge sales books must be of the type that is electronically printed progressively or pre numbered by the system or manufacturer of said books; and the amounts of each transaction, to include the sales tax amount, must be recorded on the original and all copies thereof. The customer must be given a copy of the sales receipt that clearly records the total amount of the transaction. Sales must be recorded consecutively; one after the other, and the beginning and ending number of the receipt books must be duly recorded at the end of each business day.

(iii) CASH TICKETS: Cash tickets may be used in conjunction with all admission charges, and must be of a type that is electronically printed progressively or pre-numbered by the manufacturer or system. The price of the tickets both for adults and children must be clearly identified by color and code printed on each ticket. Tickets may be procured by the customer from a cashier's booth or station. LICENSEE must record the tickets sold for the Event. All tickets must be sold consecutively, in numerical order, one after the other. Alternatively, LICENSEE may utilize an electronic debit card system rather than printed tickets, duly recorded each day.

C. INSPECTION OF RECORDS: All books, records, and accounts of every kind or nature kept by LICENSEE or Licensee's Agents relating to the Gross Income, Event Operating Expenses, Net Income, and any payments due to COUNTY pursuant to Paragraph 6.A. of this License referred to herein as "Books and Records" of the Event, must at all reasonable times be open and made available for inspection or audit by COUNTY, its employees, contractors, or agents, upon request.

D. AUDIT: COUNTY has the right to during the term of this License or within three (3) years after the expiration of this License to audit, at no cost to LICENSEE except as hereinafter provided, the Books and Records for the purpose of verifying the payments required to be paid to COUNTY pursuant to this License. In the event that such audit shows that LICENSEE understated Gross Income by more than ten percent (10%), LICENSEE overstated Event Operating Expenses by more than ten percent (10%), or the payment due to COUNTY pursuant to Paragraph 6.A. was understated by more than ten percent (10%), the cost of the audit shall be paid by LICENSEE within ten (10) days after the audit report is furnished to LICENSEE. Additionally, within such ten (10) days, LICENSEE must pay to COUNTY the full amount of any underpayment demonstrated by such audit, together with interest on the amount of such underpayment at the rate of five hundredths percent (0.05%) per day from the original due date of the underpayment until the underpayment is paid in full. COUNTY reserves the right to install any accounting devices or machines, with or without personnel, for the purpose of accounting or audit. Books and Records must be maintained and safeguarded by LICENSEE for a period of three (3) years from and after the expiration of this License.

E. COMPLIANCE COVENANT: LICENSEE covenants that it will comply with, and require LICENSEE's Agents to comply with the foregoing requirements.

9. **COMPLIANCE WITH LAWS AND AIRPORT RULES:**

LICENSEE shall conform to and abide by all Airport rules and regulations during the term of this License as it relates to the Event and shall be subject at all times to applicable standards, rules, regulations, resolutions, ordinances, and statutes of the County of San Bernardino, State of California, the federal government, all other governmental agencies, where applicable, all other governing or regulating bodies, whether public or private; and where licenses are required for the Event, the same must first be had and obtained from the regulating body having jurisdiction thereof, before the Event is undertaken.

10. **EXHIBITS:**

All attachments, exhibits, and other documents referred to in the License are incorporated by reference as though fully set forth herein.

11. **ALCOHOL:**

LICENSEE has the option to sell beer and wine at the Event within the designated vending area with required permits. LICENSEE has the right to prohibit the use of alcohol within any portion of the Use Area, except any area used by the COUNTY.

12. **NO DISCRIMINATION:**

Neither LICENSEE nor any person claiming under or through it may unlawfully discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status with respect to the use granted herein. If applicable, LICENSEE must comply with the provisions of the California Fair Housing and Employment Act (commencing with Government Code Section 12900), Federal Civil Rights Act of 1964 (P.L. 88-352), and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Orders.

13. **NO SEGREGATION:**

LICENSEE must not discriminate against or cause the segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in the use of the Use Area for the Event, nor may LICENSEE or any person claiming under or through it, establish or license any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of or by any person within the Use Area for the Event.

14. **INDEMNIFICATION:**

The LICENSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, liability, and/or injuries, arising out of this License from any cause whatsoever, including the acts, errors or omissions of any person, and for any attorneys' fees, costs or expenses incurred by the COUNTY on account of any such claims, actions, losses, damages, liability, and/or injuries, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The LICENSEE's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The provisions of this Paragraph 14 shall survive the expiration or earlier termination of this License

15. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

A. The LICENSEE shall provide insurance set forth in accordance with the requirements herein. If the LICENSEE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the LICENSEE agrees to amend, supplement or endorse the existing coverage to do so. Without in any way affecting the indemnity herein provided and in addition thereto.

B. The LICENSEE shall secure and maintain throughout the Use Period the following types of insurance with limits as shown.

i. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the LICENSEE and all risks to such persons under the License.

If the LICENSE has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by COUNTY's Director of Risk Management.

If the LICENSEE is a non-profit corporation, organized under California or Federal law, volunteers for the LICENSEE are required to be covered by Workers' Compensation insurance.

ii. Commercial/General Liability Insurance – The LICENSEE shall carry General Liability Insurance covering all operations performed by or on behalf of the LICENSEE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Airshow liability
b. Liquor liability if LICENSEE permits the sale of alcohol on the Use Area
c. Premises operations and mobile equipment.
d. Products and completed operations.
e. Broad form property damage (including completed operations).
f. Explosion, collapse and underground hazards.
g. Personal injury
h. Contractual liability.
i. $2,000,000 general aggregate limit.

iii. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the LICENSEE is transporting one or more non-employee passengers in relation to the License, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the LICENSE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

iv. Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

v. Aircraft Liability insurance with combined single limits of at least Two Million Dollars ($2,000,000.00) for bodily injury (including passengers), death, and property damage.

C. The LICENSEE shall secure and maintain throughout the Use Period the following specifications for the required insurances.

i. Additional Insured – All policies, except for the Workers' Compensation, shall contain endorsements naming COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the License. The additional insured endorsements shall not limit the scope of coverage for COUNTY to vicarious liability but shall allow coverage for COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

ii. Waiver of Subrogation Rights – LICENSEE shall require the carriers of required coverages to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit LICENSEE and LICENSEE's employees or agents from waiving the right of subrogation prior to a loss or claim. LICENSEE hereby waives all rights of subrogation against COUNTY.

iii. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.

iv. Severability of Interests – LICENSEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between LICENSEE and COUNTY or between COUNTY and any other insured or additional insured under the policy.

v. Proof of Coverage – LICENSEE shall furnish Certificates of Insurance to COUNTY's Department of Airports Director or his authorized designee evidencing the insurance coverage, additional endorsements; as required, prior to the commencement of the Use Period hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to COUNTY's Department of Airports Director or his authorized designee, and LICENSEE shall maintain such insurance for the duration of the Use Period. Immediately upon the COUNTY's request, the LICENSEE shall furnish a copy of the declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements.

vi. Acceptability of Insurance Carrier – Unless otherwise approved by COUNTY's Director of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

vii. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by COUNTY's Director of Risk Management.

viii. Failure to Procure Coverage – All insurance required must be maintained in force at all times by LICENSEE. In the event that any policy of insurance required under the License does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to cancel the License or obtain insurance if it deems necessary and any premiums paid by COUNTY will be promptly reimbursed by LICENSEE or COUNTY payments to LICENSEE will be reduced to pay for COUNTY purchased insurance.

ix. Insurance Review – Insurance requirements are subject to periodic review by COUNTY. COUNTY's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever COUNTY's Director of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, if COUNTY's Director of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, COUNTY's Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to COUNTY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the License. LICENSEE agrees to execute any such amendment within thirty (30) days of receipt and the parties will cooperate in good faith to agree on the form of the amendment for the required insurance changes.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

x. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with LICENSEE in LICENSEE 's operations.

xi. LICENSEE agrees to require all Licensee's Agents or others it hires or contracts with in relation to the License to provide insurance covering the contracted operation with the requirements in this Paragraph 15, (including, but not limited to, waiver of subrogation rights) and naming COUNTY as an additional insured.

16. **DISCLAIMER OF LIABILITY**

COUNTY shall not liable for any claims, actions, losses, damages, liabilities, or injuries to the person or property of any person whomsoever at any time arising out of this License or the Event from any cause whatsoever or however arising, including (without limitation) any acts, errors, or omissions of LICENSEE or Licensee's Agents, Licensee's Attendees, or anyone claiming or holding by, through or under LICENSEE or any other person, from the use of the Use Area and/or the Airport or any part thereof by, through or under the LICENSEE, the Licensee's Agents, or the License's Attendees, or whether directly or indirectly from any state or condition of said Use Area and/or the Airport or any part thereof during the term of this License, including any portion of the Use Period and LICENSEE on behalf of itself and the Licensee's Agents and the Licensee's Attendees waive and releases COUNTY from any such claims, actions, losses, damages, liabilities, or injuries however arising. Further, LICENSEE shall ensure that all Licensee's Agents and all Licensee's Attendees for the Event execute a release and waiver of liability and indemnity agreement in substantially the same content and form as attached as Exhibit "D", Release, Waiver of Liability, and Indemnity Agreement.

Notwithstanding the application of Section 1542 of the California Civil Code, which provides:

"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 the executed release which if known by him or her must have materially affected his or her settlement with the debtor."

LICENSEE, on behalf of Licensee's Agents and Licensee's Attendees, expressly waives and relinquishes all rights and benefits afforded them by said Section 1542, and any and all similar laws of any State or territory of the United States. This agreement shall act as a release of future claims that may arise from the above-mentioned claims, actions, losses, damages, liabilities, and injuries whether currently known, unknown, foreseen, or unforeseen. The LICENSEE, on behalf of itself the Licensee's Agents and the Licensee's Attendees, understands and acknowledges the significance and consequences of such specific waiver of Section 1542 and hereby assumes full responsibility for any claims, actions, losses, damages, liabilities, and injuries that it or its employees, contractors, agents, and volunteers may hereafter incur.

17. **NO ASSIGNMENT:**

No assignment or transfer of this License or any interest therein and no sublicense for any purpose may be granted by LICENSEE and any purported assignment, transfer, or sublicense shall be invalid.

18. **NOTICE:**

Any notice or communication required or permitted to be given under this License shall be given to the respective parties, in writing by registered or certified mail, postage prepaid, return receipt requested, by reputable overnight courier service, or personally delivered as follows:

(i) If to COUNTY: County of San Bernardino
Department of Airports
Attn: James E. Jenkins, Director
777 East Rialto Avenue
San Bernardino, CA 92415-0831

(ii) If to LICENSEE: Planes of Fame Air Museum, Inc.
Attn: Steve Hinton, President
7000 Merrill Avenue, Box 17 / Building A-530
Chino, CA 91710

or at such other address or to such other persons as either of the parties may from time to time designate by written notice given as herein provided. Notice given by mail as required above shall be deemed delivered upon the earlier of: (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by registered or certified mail, postage prepaid, return receipt requested or by reputable overnight courier service.

19. **ATTORNEYS' FEES AND COSTS:**

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and reasonable attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraphs 14, INDEMNIFICATION and any other indemnity obligations under this License Agreement.

20. **VENUE:**

The parties acknowledge and agree that this License was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this License will be the San Bernardino District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this License is brought by any third party, the parties agree to use their best efforts to obtain a change of venue to the San Bernardino District of San Bernardino County.

21. **LAW:**

This License shall be interpreted and construed according to the laws of the State of California. If any word, phrase, clause, sentence, paragraph, section, article, part or portion of the License is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of the License or any other portion thereof.

22. **FORCE MAJEURE:**

Neither LICENSEE nor COUNTY shall be deemed in violation of this License if either is prevented from performing its obligations hereunder by reason of labor strikes, boycotts, embargoes, shortages of materials where comparable substitutes are not available, acts of God, acts of public enemy, acts of superior governmental authority, riots, rebellions, public health pandemics, or any other events that are not within its control (collectively, "Force Majeure Events") but only to the extent LICENSEE or COUNTY is actually prevented from performing its obligations as a result of Force Majeure Events; in which case, the period for LICENSEE or COUNTY to perform the applicable obligations shall be extended for the duration of the Force Majeure Events as long as LICENSEE or COUNTY provides written notice to the other party upon occurrence any Force Majeure Events.

23. **PUBLIC RECORDS DISCLOSURE:**

LICENSEE acknowledges and agrees that all information received by COUNTY from LICENSEE or any source concerning the License or the Event, including the License itself, may be treated by COUNTY as public information, subject to disclosure under the provisions of the California Public Records Act (Government Code Section 6250 et seq.), the Ralph M Brown Act, or any other open records laws ("Public Records Laws"). LICENSEE further acknowledges and agrees that, although all information received by COUNTY in connection with the License or the Event are intended for the exclusive use of COUNTY, such information is potentially subject to disclosure under Public Records Laws. In the event LICENSEE, at the time any information is provided to COUNTY, has reasonably requested in writing that certain information as to the License or the Event be held in confidence and a request for disclosure of such information is thereafter received by COUNTY, COUNTY shall endeavor to notify LICENSEE in writing of said request and shall thereafter disclose the requested information unless LICENSEE, within five (5) days of COUNTY's written notice to LICENSEE of

such disclosure request: (i) requests that the information not be disclosed; (ii) provides a legally sound basis for nondisclosure (as determined in COUNTY's sole discretion); and (iii) agrees in writing to indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related the required disclosure. Notwithstanding anything to the contrary in the License, if COUNTY does not notify LICENSEE of such disclosure request or if COUNTY does not deem LICENSEE's basis for nondisclosure to be legally sufficient, as determined by COUNTY in its sole discretion, COUNTY shall not be liable for any claims for damages, lost profits, or other injuries of any and all kinds and LICENSEE waives any and all such claims against COUNTY. LICENSEE's indemnity obligation shall survive the expiration or earlier termination of the License..

24. **TAXES:**

A. LICENSEE recognizes and understands that this License may create a possessory interest subject to property taxation and that LICENSEE may be subject to the payment of property taxes levied on such interest.

B. LICENSEE covenants and agrees to pay all taxes, including possessory interest tax, and assessments upon all improvements, fixtures, furniture, and other property owned by LICENSEE and used in the exercise of LICENSEE's rights under this License or levied by reason of the LICENSEE's operations pursuant to this License.

25. **FAILURE TO PAY:**

For any obligation not performed by LICENSEE when due, LICENSEE must pay to COUNTY Fifty and 00/100 Dollars ($50.00) for each unperformed obligation as an administrative processing charge. The parties agree that this administrative charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of LICENSEE's default. Acceptance of an administrative processing charge will not constitute a waiver of LICENSEE's default with respect to the default of performance nor prevent COUNTY from exercising any of the other rights and remedies available to COUNTY. In addition to any administrative processing charge, any amounts not paid by LICENSEE when due will bear simple interest from the date due until paid in full at the rate of 0.05% per day and the parties agree that the interest represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of LICENSEE's default of its payment obligations.

26. **NO ESTATE:**

LICENSEE agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Use Area or Airport, by virtue of this License.

27. **DEFAULT & TERMINATION:**

A. Default. In the event that either party is in default of its obligations under this License, the non-defaulting party shall provide a written notice to the defaulting party that specifies the default. The defaulting party shall have one (1) day after receipt of such notice to remedy said default. If the default is not timely remedied, the non-defaulting party shall have the right to terminate this License and pursue all rights and remedies available at law or in equity. If this License is terminated because of the LICENSEE's unremedied default, any fees paid to the COUNTY shall be retained by the COUNTY and shall not be refunded to LICENSEE.

B. Suspension. Notwithstanding the remedy period in Paragraph 27.A, if LICENSEE fails to provide the FAA-issued Certificate of Waiver or Authorization, the required certificates of insurances, or the required permits and approvals or if there is good cause, including but not limited to hazards to public safety, as reasonably determined by the COUNTY, then the LICENSEE acknowledges and agrees that COUNTY shall have the right to immediately suspend any of LICENSEE's rights and activities under this License and/or require the LICENSEE to immediately cease its operations or activities on the Use Area.

C. No waiver by either party of any provisions of the License shall be effective unless given in writing by such party and a waiver given in one instance shall not be deemed to be a waiver of any other provision hereof or of any subsequent default by either party of the same or any other provisions.

28. **INTERPRETATIONS:**

As this License was jointly prepared by both parties, the language in all parts of this License will be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

29. **MATERIAL MISREPRESENTATION:**

If during the course of administration of this License, the COUNTY determines that LICENSEE has made a material misstatement or material misrepresentation or that material inaccurate information has been provided to the COUNTY, this License may be immediately terminated. If this License is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedy.

30. **AUTHORIZED SIGNATORS:**

Each party to this License represent that the signators executing this document on its behalf is fully authorized to enter into this License.

31. **ENTIRE AGREEMENT:**

This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License, and no prior agreement or understanding pertaining to any such matter is effective for any purpose.

32. **FORMER COUNTY OFFICIALS**

LICENSEE has provided on Exhibit "E", attached herein by reference information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent LICENSEE. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the LICENSEE's business. The information also includes the employment with or representation of LICENSEE. For purposes of this provision, "Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, any employee in the Exempt Group, Management Unit or Safety Management Unit, or a member of the Board of Supervisors.

END OF LICENSE.

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COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

PLANES OF FAME AIR MUSEUM
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name JERRY WILKINS
(Print or type name of person signing contract)

Title EXECUTIVE DIRECTOR
(Print or Type)

Dated: OCT 17, 2020

Address 14998 CAL AERO DRIVE
ONTARIO, CA 91761

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
, County Counsel		
Date	Date	Date 10-20-2020

/
/

COUNTY OF SAN BERNARDINO

► _____

Curt Hagman, Chairman, Board of Supervisors

Dated: NOV 17 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Planes of Fame Air Museum
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Jerry Wilkins
(Print or type name of person signing contract)

Title Executive Director
(Print or Type)

Dated: October 17, 2020

Address 14998 Cal Aero Drive
Chino, CA 91710

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____, County Counsel	►	►
Date 11/6/2020	Date	Date 10-20-2020

EXHIBIT "A"
USE AREA
(shown in yellow highlight)

EXHIBIT "B"
EVENT PLAN

To Be Submitted to COUNTY by LICENSEE on or before 3:00 PM, Monday, February 1, 2021

EXHIBIT "C"

VENDOR, CONTRACTOR and PARTICIPANT INDEMNIFICATION AND INSURANCE REQUIREMENTS

For the purpose of this agreement, the term "Vendor" shall include all vendors, contractors, and participants whether for or not for profit and regardless of the form of the organization.

A. INDEMNIFICATION: The VENDOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any attorneys' fees, costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The VENDOR's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The provisions of this Paragraph A shall survive the expiration or earlier termination of this License.

B. ADDITIONAL INSURED: All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, **shall contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services** hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11.85.

C. WAIVER OF SUBROGATION RIGHTS: The VENDOR shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the VENDOR and VENDOR'S employees or agents from waiving the right of subrogation prior to a loss or claim. The VENDOR hereby waives all rights of subrogation against the COUNTY.

D. POLICIES PRIMARY AND NON-CONTRIBUTORY: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

E. SEVERABILITY OF INTERESTS: The VENDOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the VENDOR and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

F. PROOF OF COVERAGE: VENDOR shall immediately furnish the, above-required certificates of insurance to the Department of Airports, evidencing the insurance coverage, including endorsements upon execution of this agreement.

G. ACCEPTABILITY OF INSURANCE CARRIER: Unless otherwise approved by the COUNTY's Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

H. DEDUCTIBLES AND SELF-INSURED RETENTION: Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by the COUNTY's Department of Risk Management.

I. FAILURE TO PROCURE COVERAGE: In the event that any policy of insurance required under this agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the COUNTY has the right but not the obligation or duty to cancel the agreement or obtain insurance if it deems

necessary and any premiums paid by the COUNTY will be promptly reimbursed by the VENDOR or COUNTY payments to the VENDOR will be reduced to pay for COUNTY-purchased insurance.

J. INSURANCE REVIEW: Insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the COUNTY's Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the COUNTY's Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the COUNTY's Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. VENDOR agrees to execute any such amendment within ten (10) days of receipt.

Any failure, actual or alleged, on the part of the COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the COUNTY.

INSURANCE SPECIFICATIONS

The VENDOR agrees to provide insurance set forth in accordance with the requirements herein. If the VENDOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the VENDOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the agreement services.

Without in any way affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the agreement term the following types of insurance with limits as shown. Additionally, VENDOR agrees that all of its vendors will also obtain the Commercial/General Liability insurance for the Event in the amounts, types and with the specifications required of the VENDOR.

A. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:

A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the VENDOR and all risks to such persons under this agreement.

If VENDOR has no employees, it may certify or warrant to the COUNTY that is does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the COUNTY's Risk Manager.

With respect to VENDORS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

B. COMMERCIAL/GENERAL LIABILITY INSURANCE: The VENDOR shall carry General Liability Insurance covering all operations related to the Event performed by or on behalf of the VENDOR providing coverage for bodily injury and property damage with a combined single limit of not less than **One Million Dollars ($1,000,000)**, per occurrence. The policy coverage shall include:

(i) Premises operations and mobile equipment.
(ii) Products and completed operations.
(iii) Broad form property damage (including completed operations).
(iv) Explosion, collapse and underground hazards.

(v) Personal injury.
(vi) Contractual liability.
(vii) At least Two Million ($2,000,000) general aggregate limit.

C. AUTOMOBILE LIABILITY INSURANCE: Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the VENDOR is transporting one or more non-employee passengers, in performance of agreement services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the VENDOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

D. UMBRELLA LIABILITY INSURANCE: An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

EXHIBIT "D"
RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration of Planes of Fame Air Museum, Inc. granting the undersigned permission to participate in the Planes of Fame Airshow 2020 ("Event") held at Chino Airport ("POF Airshow"), the undersigned, on behalf itself and its employees, contractors, agents, and volunteers, acknowledges that there are certain risks of injury to persons and damage to property inherent in the nature of participating in the POF Airshow and the undersigned freely and knowingly assumes such risks.

The undersigned agrees, for itself and its employees, contractors, agents, and volunteers, and on behalf of it, and its employees, contractors, agents, and volunteers' executors and administrators, that Planes of Fame Air Museum, Inc. the Chino Airport, the County of San Bernardino, and its respective officers, employees, members, agents and volunteers shall not be responsible or liable for any and all claims, actions, loss, damages, liabilities, or injuries to the person or property of the undersigned at any time arising whether directly or indirectly out of the undersigned's participation in the POF Airshow, the use or condition of the Chino Airport or any portion thereof, from any cause whatsoever or however arising and the undersigned, for itself, himself or herself and on behalf of its, his, or her heirs, executors, and administrators, hereby waives and releases Planes of Fame Air Museum, Inc,. the Chino Airport, the County of San Bernardino, and its respective officers, employees, members, agents and volunteers from any and all such claims, actions, loss, damages, liabilities, or injuries however arising that may be incurred or suffered by the undersigned.
Notwithstanding the application of Section 1542 of the California Civil Code, which provides:

"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 the executed release which if known by him or her must have materially affected his or her settlement with the debtor."

The undersigned expressly waives and relinquishes all rights and benefits afforded them by said Section 1542, and any and all similar laws of any State or territory of the United States. This agreement shall act as a release of future claims that may arise from the above-mentioned claims, actions, losses, damages, liabilities, and injuries whether currently known, unknown, foreseen, or unforeseen. The undersigned understands and acknowledges the significance and consequences of such specific waiver of Section 1542 and hereby assumes full responsibility for any claims, actions, losses, damages, liabilities, and injuries that it or its employees, contractors, agents, and volunteers may hereafter incur.

The undersigned further agrees, on behalf of itself and its employees, contractors, agents, and volunteers and its and its employees, contractors, agents, and volunteers' executors and administrators, to indemnify, defend and hold harmless Planes of Fame Air Museum, Inc., the Chino Airport, the County of San Bernardino, and its respective officers, employees, members, agents and volunteers from any and all claims, actions, losses, damages, liability, and/or injuries, arising whether directly or indirectly out the undersigned's participation in the POF Airshow, the use or condition of the Chino Airport or any portion thereof, or from any cause whatsoever and however arising including the acts, errors or omissions of the undersigned and for any attorneys' fees, costs or expenses incurred by Planes of Fame Air Museum, Inc., the Chino Airport, the County of San Bernardino, and its respective officers, employees, members, agents and volunteers on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees.

The undersigned represents that it has carefully read this document and understands its contents and that the undersigned is executing it of its own free will on behalf of itself and its employees, contractors, agents, and volunteers. The terms and conditions of this Release, Waiver Of Liability, And Indemnity Agreement shall survive the Event.

(Signature)

JERRY WILKINS
Print Name

OCTOBER 17, 2020
Date

To Be Submitted to COUNTY by POF on or before 3:00 PM, Friday April 24,2020

EXHIBIT "E"

LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full names of former COUNTY Administrative Officials, the title/description of the Official's last position with COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with LICENSEE, and the date the Official entered LCENSEE's employment and/or representation.

OFFICIAL'S NAME: REQUIRED INFORMATION

LICENSEE hereby certifies that the information it has provided in this Exhibit "E" is true, complete, and accurate.

LICENSEE:

Planes of Fame Air Museum, Inc.

By: _____ EXECUTIVE DIRECTOR
(Name)
(Title)

Date: OCTOBER 7, 2020