

Contract Number

20-1096 A-1

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	October 23, 2021 – November 2, 2021
Original Contract Amount	\$8,500 plus 20% of net income that exceeds \$325,000
Amendment Amount	\$0.00
Total Contract Amount	\$8,500 plus 20% of net income that exceeds \$325,000
Cost Center	6315001000

**SAN BERNARDINO COUNTY
SPECIAL EVENT LICENSE
Amendment No. 1**

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS the County of San Bernardino (COUNTY) and the Planes of Fame Air Museum, Inc. (LICENSEE) have previously entered into a Special Event License (License), Contract No. 20-1096 dated November 17, 2021, wherein the COUNTY permitted LICENSEE to use 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 the License for the period from April 24, 2021 through May 4, 2021, including set-up and tear-down time, and;

WHEREAS, due to the ongoing pandemic and State and local orders, the LICENSEE has requested that the License be amended to change the permitted use period to October 23, 2021 through November 2, 2021, and;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the License is amended as follows:

1. Effective as of the date the last of the parties executes this First Amendment (First Amendment Effective Date), DELETE in its entirety the existing Paragraph 3, USE PERIOD and SUBSTITUTE therefore the following **Paragraph 3, USE PERIOD**:

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	10/23/2021-10/29/2021	10/30 – 31/2021	11/1 - 2/2021

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: (i) the State does not assign the County of San Bernardino a yellow (minimal risk) tier on or before October 23, 2021, ("Cancellation Date") or (ii) at any time after the Cancellation Date up to and including October 30, 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.

2. Effective as of the date of this First Amendment, DELETE in its entirety the existing Paragraph 5, LICENSEE OBLIGATIONS, Exhibit "C" – VENDOR, CONTRACTOR, AND PARTICIPANT INDEMNIFICATION AND INSURANCE REQUIREMENTS, and Exhibit "D" – RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, and SUBSTITUTE therefore the following Paragraph 5. **LICENSEE OBLIGATIONS**, Exhibit "C" – LICENSEE'S AGENTS INDEMNIFICATION AND INSURANCE REQUIREMENTS, attached to this First Amendment, and Exhibit "D" – RELEASE & WAIVER OF LIABILITY, attached to this First Amendment:

5. **LICENSEE OBLIGATIONS:**

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

A. LICENSEE shall require that all of LICENSEE's employees, contractors, vendors, agents, participants, and volunteers (whether person or entity or for or not for profit and regardless of the form of the organization) employed, contracted, engaged, or otherwise involved in the Event (collectively, "Licensee's Agents") provide indemnity and obtain insurance for the Event in the amounts, types and with the specifications as required in Exhibit "C" – Licensee's Agents Indemnification and Insurance Requirements, attached hereto and incorporated herein by reference. In addition to the indemnity and insurance requirements in Exhibit "C", those Licensee's Agents that provide aerial demonstrations and activities shall further obtain **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 its compliance with all terms described or referred to in Paragraph 5 LICENSEE OBLIGATIONS, Paragraph 14 INDEMNIFICATION , Paragraph 15 INSURANCE REQUIREMENTS AND SPECIFICATIONS, and Licensee's Agents compliance with Exhibit "C" – LICENSEE'S AGENTS 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, October 22, 2021. In no event, shall Licensee's Agents 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 Licensee's Agents executes a Release & Waiver of Liability in the form attached as Exhibit "D", attached hereto and incorporated herein by reference.

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, October 29, 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 **October 28, 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.

3. Effective as of the date of this First Amendment, **DELETE** in its entirety the existing Paragraph 6, **USE FEES** and **SUBSTITUTE** therefore the following Paragraph 6. **USE FEES:**

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, October 22, 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, March 25, 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, October 22, 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 Licensee's Agents, and Licensee's Attendees. 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.

4. Effective as of the date of this First Amendment, DELETE in its entirety the existing Paragraph 7, EVENT OPERATIONS and SUBSTITUTE therefore the following Paragraph 7. **EVENT OPERATIONS:**

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 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. Tuesday, July 6, 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 waiver 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 Agents: LICENSEE will ensure that 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 Agents by **3:00 P.M. Friday, October 22, 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 attendees, spectators, guests, and invitee of the Event. The LICENSEE shall require that Licensee's Attendees at the Event execute a Release & Waiver of Liability in the form as set forth in Exhibit "D", which is attached hereto and incorporated herein by reference. LICENSEE shall provide COUNTY with all executed release forms from Licensee's Agents on or

before the due date set forth in Exhibit "D" and all executed release forms from Licensee's Attendees promptly after the Event.

J. Event Services. LICENSEE will provide and is responsible at its sole cost for obtaining and maintaining throughout the Event, for LICENSEE, Licensee's Agents, and Licensee's Attendees 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 LICENSEE, Licensee's Agents, and Licensee's Attendees. Any claims, actions, loss, damages, liabilities, and injuries to the person or property of LICENSEE, Licensee's Agents, and Licensee's Attendees 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.

5. Effective as of the date of this First Amendment, DELETE in its entirety the existing Paragraph 16, DISCLAIMER OF LIABILITY and SUBSTITUTE therefore the following Paragraph 16, **DISCLAIMER OF LIABILITY**:

16. DISCLAIMER OF LIABILITY

COUNTY shall not liable for any claims, actions, losses, damages, liabilities, death, or injuries to the person or property of any person whomsoever at any time arising out of this License, the Event, the condition of the Use Area or portions of the Airport used for ingress and egress from any cause whatsoever or however arising, including (without limitation) any acts, errors, or omissions of LICENSEE, Licensee's Agents, Licensee's Attendees, or any other person or from equipment malfunction, crashes, explosion, and other catastrophic consequences and LICENSEE hereby waives 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 execute a release and waiver of liability in the form attached as Exhibit "D", Release & Waiver of Liability for Licensee's Agents and Licensee's Attendees.

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 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 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 may hereafter incur.

6. Effective as of the date of this First Amendment, ADD a new Paragraph 33, COUNTERPARTS, which shall read as follows:

33. COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same First Amendment. For purposes of this First Amendment only (and not for any subsequent amendments of this Lease), the parties shall be entitled to sign and transmit an electronic signature of this First Amendment (whether by facsimile,

PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to execute and deliver to the other party an original signed First Amendment upon request.

7. All other provisions and terms of the License shall remain the same and are hereby incorporated by reference. In the event of any conflict between the License and this First Amendment, the provisions and terms of this First Amendment shall control.

END OF FIRST AMENDMENT.

/

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 TERRY WILKINS
(Print or type name of person signing contract)

Title EXECUTIVE DIRECTOR
(Print or Type)

Dated: MARCH 3RD, 2021

Address 14998 CAL AERO DRIVE
CALICO, CA 91710

FOR COUNTY USE ONLY

Approved as to Legal Form

►


Agnes Cheng, Deputy County Counsel

Date 3/2/2021

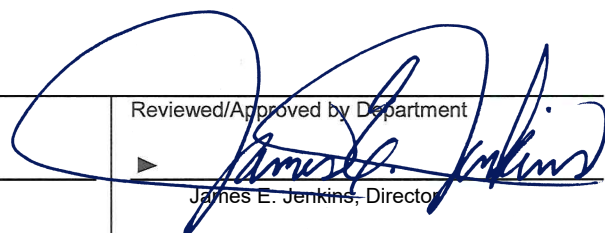
Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►


James E. Jenkins, Director

Date 3/5/2021

EXHIBIT "B"
EVENT PLAN

To Be Submitted to COUNTY by LICENSEE on or before 3:00 PM, Tuesday, July 6, 2021

EXHIBIT "C"

LICENSEE'S AGENTS INDEMNIFICATION AND INSURANCE REQUIREMENTS

The term "Licensee's Agent" shall mean each Licensee's employees contractors, vendors, agents, participants, and volunteers (whether person or entity or for or not for profit and regardless of the form of the organization). LICENSEE shall ensure each Licensee's Agent shall comply with the following:

A. INDEMNIFICATION: The Licensee's Agent 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. This 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 Event.** 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 Licensee's Agent 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 Licensee's Agent and its employees or agents from waiving the right of subrogation prior to a loss or claim. The Licensee Agent 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 Licensee Agent 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 Licensee Agent and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

F. PROOF OF COVERAGE: Licensee Agent shall immediately furnish the above-required certificates of insurance to the LICENSEE who shall provide the certificates to the COUNTY's Department of Airports, evidencing the insurance coverage, including endorsements.

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 Exhibit C 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 License.

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.

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

INSURANCE SPECIFICATIONS

The Licensee Agent agrees to provide insurance set forth in accordance with the requirements herein. If Licensee Agent uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Licensee's Agent 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, the Licensee's Agent shall secure and maintain throughout the agreement term the following types of insurance with limits as shown.

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 Licensee's Agent and all risks to such persons under this agreement.

If Licensee's Agent has no employees, it may certify or warrant to the 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 the COUNTY's Risk Manager.

With respect to any Licensee's Agent 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 Licensee's Agent shall carry General Liability Insurance covering all operations related to the Event performed by or on behalf of the Licensee's Agent 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 Licensee's Agent 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 Licensee's Agent 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.

E. In addition to the foregoing indemnity and insurance requirements, Licensee's Agent that provide aerial demonstrations and activities shall further obtain **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

EXHIBIT "D"
RELEASE & WAIVER OF LIABILITY FOR LICENSEE'S AGENTS AND LICENSEE'S ATTENDEES

In consideration of Planes of Fame Air Museum, Inc. granting the undersigned permission to participate in the Planes of Fame Airshow 2021 ("Event") held at Chino Airport, the undersigned acknowledges that there are risks including severe injury and death to persons and damage to property inherent in the nature of participating in the Event and the undersigned freely and knowingly assumes such risks, including but not limited to risk of equipment malfunction, crashes, explosions, and other potential catastrophic consequences.

The undersigned agrees, 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 Event, the use or condition of the Chino Airport or any portion thereof, from any cause whatsoever or however arising and the undersigned 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 represents that it has carefully read this document and understands its contents and that the undersigned is executing it of its own free will. The terms and conditions of this Release & Waiver Of Liability shall survive the Event.

(Signature)

Print Name

Date