

**AIRPARK IMPROVEMENT
and
OPERATIONAL AGREEMENT**

(Ultralight Airpark – Camarillo)

THIS AIRPARK IMPROVEMENT AND OPERATIONAL AGREEMENT is made and entered into by and between COUNTY OF VENTURA hereinafter called “County”, and VENTURA COUNTY ULTRALIGHT AIRCRAFT SOCIETY (VCUAS), A Non-profit Public Education Corporation hereinafter called “VCUAS.”

WHEREAS, VCUAS previously entered into an Airpark Improvement and Operational Agreement with County for the purpose of operating an Ultralight Airpark, hereinafter called “Airpark”, as part of the County’s Camarillo Airport, and to further the education of pilots and those members of the general public interested in the use of Ultralight vehicles, and

WHEREAS, County entered into an Airpark Improvement and Operational Agreement with VCUAS to allow the non-exclusive use of a portion of the Camarillo Airport in the City of Camarillo for the operation of an Ultralight Airpark Program (UAP) to provide recreational and educational opportunities relating to Ultralight vehicles to members of the general public interested therein,

NOW, THEREFORE, County grants to VCUAS the right to continue operating the Airpark, utilizing those improvements described in Exhibit “A” and “B.” No further improvements may be made without prior written consent of the Director of Airports. No person shall use the facilities or store Ultralight vehicles within the Airpark unless they are members in good standing of the VCUAS. No aircraft or Ultralight vehicles shall use or be stored within or on facilities of the Airpark unless they meet the minimum requirements outlined in Federal Aviation Regulations (FAR) Part 103. It is the intent of this Agreement to set forth the relationships of the parties and their respective authorities, responsibilities, intents and purposes as reflected in the following REQUIREMENTS of VCUAS and County:

Airpark. County shall make available to VCUAS’s officers, employees, guests, invitees, members and donors, on a non-exclusive basis, certain portions of the Camarillo Airport for designation as an Airpark (see Exhibit “A”).

Membership Policy. Membership, or the right to maintain a membership, for use of the facilities operated by the VCUAS on the leased premises shall be open to all persons interested in Ultralight vehicles on equal and reasonable terms on a first-come, first-served basis, and subject to the bylaws of the corporation. This agreement is subject to cancellation or termination for failure of the VCUAS to make membership open to all on equal and reasonable terms or failure to make facilities available to all members on, equal or reasonable terms. The corporation shall be given advance written notice of the County’s intent to cancel or terminate this agreement for such default and be given 10 days within which to cure the same after said notice is received.

Transient Use of Airpark. VCUAS shall make the Airpark available for landing, temporary parking, and take-off by transient (non-based / non-member) ultralight aircraft as may be deemed necessary by the Camarillo ATCT for traffic flow and separation.

Approve Articles. VCUAS shall furnish Articles of Incorporation, Bylaws and any subsequent changes thereto, of the "Ventura County Ultralight Aircraft Society" for approval by County.

Non-Profit Status. VCUAS shall furnish to the County satisfactory evidence of its status as a non-profit, tax exempt, philanthropic public educational corporation whose purpose, in addition to education, is the operation of the Airpark at Camarillo Airport.

Term of the Agreement. Shall be two (2) years beginning July 1, 2005 and shall terminate June 30, 2007 Either party may, at any time during the term of this Agreement, cancel this Agreement without cause by giving at least 90 days prior written notice of intent to terminate. However, if the County determines that operations are found to be unsafe, then the County may terminate the Agreement earlier upon giving 4-hour prior written notice.

County Airport Policies. VCUAS and its members shall endorse County's Airport Management Policies with respect to operations and maintenance of County Airports as may be amended from time to time and shall advocate the preservation of County property. This includes, but is not limited to, the County's Policy on Aircraft Storage and Commercial Activities.

As a material element of this agreement, VCUAS will proactively encourage all VCUAS members to respect a minimum flight altitude restriction of 500 feet MSL over and in the direct vicinity of the Ormond Beach wildlife area. Such encouragement will consist of, but not be limited to, distribution of printed material requesting the altitude restriction and the reasons therefore, and discussions of the subject at all membership meetings.

Violation of Rules and Regulations or Letter of Agreement. In the event of a default or breach of any of the terms, conditions or covenants of the VCUAS Rules and Regulations titled "Operations", "Safety", or "Powered Parachutes" or the Letter of Agreement between the Camarillo ATCT and VCUAS, the County must give written notice to cure said default or breach within ten days from receipt of notice, and County may terminate this Airpark Improvement and Operational Agreement if compliance or cure is not effected within required ten days.

Furnish Utilities. VCUAS shall furnish utilities, including water and electricity, to Airpark for its operation when needed. County shall not furnish or pay for any utilities or related improvements.

Consideration. County shall furnish land for use as an Airpark, as indicated on Exhibit "A" attached hereto and made a part hereof, and in consideration thereof, VCUAS shall share user fee revenues on the basis of 25% to County and 75% to VCUAS. Consideration may be adjusted by County during renewal of Agreement.

Fee Charged. The VCUAS shall charge for the use of said Airpark based on a non-discriminatory basis, a user fee. Any changes in charges of user fees shall first be approved, in writing, by the parties hereto. Neither party shall unreasonably withhold such approval.

Use of Revenue. VCUAS shall guarantee that all revenue generated from donations, fund raisers, and user fees collected by the VCUAS for use of the Airpark shall be used to operate, perpetuate, augment and improve the Airpark, and for the mutual benefit and education of the members of the VCUAS.

Commercial Use of Airport. VCUAS shall not allow any person(s) to commercially use the Airpark without first having the County's written approval in the form of a License Agreement or Permit, which compensates the County. The term of any License Agreement or Permit shall not exceed the term of this Operational Agreement. Such person(s) having the County's approval shall not pay to VCUAS any fee except the same County approved fees charged the public for use of said Airpark. Commercial use shall be defined as being limited to activities of a dealer/maintenance service provider of Ultralight vehicles, accessory vendors, flight instruction, or such other commercial activity as the parties hereto may agree upon.

Insurance Requirements. VCUAS shall procure the following insurance:

1. Commercial General Liability, including premises/operations, broad form blanket contractual, and owner's and contractors' protective: Combined single limits for bodily injury and property damage of \$2,000,000 each occurrence.
2. Premises Airpark/Airport Operations: Combined single Limit for bodily injury and property damage of \$2,000,000 each occurrence.
3. Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$50,000 each Accident Property Damage, for each vehicle to be operated in association with this Agreement that is not insured under Commercial Automobile Policy.

OR; Business Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of \$300,000 for each occurrence.

4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

Taxable Interest. There is no intent on the part of the County to create a taxable interest by granting of rights herein; however, if in the opinion of the Tax Assessor's office, a taxable leasehold interest is created, then VCUAS shall promptly pay any possessory interest tax.

Accountability. VCUAS shall maintain books, records and accounts in such form and detail as the County may require, which shall adequately and correctly reflect and account for all donations, fees and related revenue received by VCUAS. Said books, records and accounts shall be open for inspection by County during regular business hours. VCUAS further agrees to furnish County with an annual financial report and, upon request, an annual income and expense statement and, upon request, an annual income and expense statement and balance sheet, which have been prepared and certified by a public accountant licensed to do business in the state of California.

Hold County Harmless. VCUAS shall indemnify and defend County against, and hold County, its officers and employees harmless from, all claims, costs, expenses and liabilities pursuant to this Agreement or arising out of or in any way connected with the use or occupancy of Airpark premises by VCUAS officers, guests, agents, employees, members, patrons, donors, tourist, students, licensees, or invitees.

This Agreement is Non Assignable. Except upon the written consent of County similarly, no sub-agreements, licenses, permits or concessions for use of the Airpark maybe granted by VCUAS without prior written consent of County, unless hereinabove provided for.

VCUAS and its members shall comply with existing agreements, deed restrictions, grants, Federal Aviation Administration conditions, FAR Part 103, and all Ventura County Department of Airports rules, regulations, federal and state ordinances, and laws having jurisdiction and application to the proposed Airpark operation.

THE PARTIES HERETO AGREE that this Agreement and the Attachments, hereto, fairly set forth the mutual intents and purposes of the parties and shall constitute the entire understanding of the respective parties.

Original document signed August 25, 2005 by

Todd McNamee, Director of Airports
County of Ventura

and

Patrick McGonigle, President
VCUAS

AIRPARK IMPROVEMENT / LEASE AGREEMENT

SIGNATURE COPIES of this document, signed August 25, 2005, are on file with

- **County of Ventura, Department of Airports**
- **Ventura County Ultralight Aircraft Society**