

**TEMPORARY LICENSE FOR USE OF COUNTY AIRPORT
FOR LOADING OF AGRICULTURAL CHEMICALS AND SUPPLIES**

The County of Colusa ("Licensor"), and _____, ("Licensee") agree as follows:

1. Licensor is the owner of certain real property and improvements commonly known as the Colusa County Airport ("Airport") located at 2915 State Highway 20, Colusa, California.
2. Licensor wants to make the Airport property shown on Exhibit "B" available for the 2025 agricultural season (or until a permanent commercial tenant is selected for the property) on terms consistent with the use of other Licensor owned or managed facilities on a first come first served basis.
3. Licensor grants to Licensee a no fee, non-exclusive, temporary License to use the concrete loading pad and dirt/gravel area located on the property shown on Exhibit B from the date of execution of this license, through the 2025 agricultural season (or until a permanent commercial tenant is selected for the property), for the purpose of loading agricultural chemicals and supplies associated with aerial agricultural activities.
4. Licensee shall procure and maintain for the duration of this license insurance against claims for injuries to persons or damage to property which may arise from or in connection with the aerial agricultural activities contemplated under this temporary license and shall include their agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:
 - a. **Aircraft Liability:** On an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. Coverage should also include Chemical Liability Including Crops Treated with limits no less then \$300,000 Combined Single Limit Per Occurrence, and \$600,000 Aggregate.
 - b. **Automobile Liability:** Insurance Services Offices Form Number CA0001 covering any auto, or if licensee has no owned autos, hired and non-owned autos, with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - c. **Worker's Compensation** insurance as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

The Licensor, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed under this license.

For any claims related to this license and use of facilities the Licensee's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01-04 13 as respects the Licensor, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, agents or volunteers shall be excess of the Licensee's insurance and shall not contribute with

it. This requirement shall also apply to any Excess or Umbrella liability policies.

If Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Licensee is required to provide proof of insurance to Licensors following approval of this License by Licensors and no less than 24 hours prior to commencing activity under this License.

5. The Licensee shall indemnify, defend, and hold harmless the Licensors, its officers, agents, and employees for any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this License by Licensee and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the Licensors. It is the intent of the parties to this agreement to provide the broadest possible coverage for the Licensors. The Licensee shall reimburse the Licensors for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the Licensee is obligated to indemnify, defend and hold harmless the Licensors under this agreement.
6. This License is personal to the Licensee and employees. It is non-assignable, and any attempt to assign this License immediately terminates it.
7. This License is terminable at will by either party.
8. In consideration for being permitted to use the Licensors-owned facility, Licensee and his/her guests shall abide by the Rules attached as Exhibit "A". Permission for use of the Airport and surrounding areas is contingent upon Licensee's compliance with Licensors' rules and regulations

Licensee Signature

Date

Licensee Address

Licensee Phone Number

D. Colt Esenwein, Airport Manager, Licensors

Date

For County Use Only: Building and Grounds Notified_____(Date) Risk Management Notified_____(Date)

EXHIBIT A

RULES FOR USE OF AIRPORT

1. LICENSEE SHALL COMPLY WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) ORDER WQ 2014-0057-DWQ, AS AMENDED BY ORDER WQ 2015-0122-DWQ & ORDER WQ 2018-0028-DWQ.
2. ANY DISCHARGE (SPILL) OF FUEL OR PESTICIDES ONTO THE GROUND SHALL BE REPORTED IMMEDIATELY TO THE AIRPORT MANAGER.
3. ALL AIRCRAFT LOADING (EXCLUDING UNTREATED SEED) MUST TAKE PLACE UPON THE DESIGNATED SLOPED CONCRETE LOADING PAD NORTH OF THE OFFICE, WEST OF THE SOUTHERLY ACCESS GATE
4. USE MUST NOT CONFLICT WITH ANY FEDERAL AVIATION ADMINISTRATION REGULATIONS.
5. AREA MUST BE LEFT FREE OF LITTER AND GARBAGE.
6. AREA AND AIRPORT MUST BE LEFT IN THE CONDITION IT WAS FOUND IN.

Exhibit B

Description

Beginning at a point in the fenced entrance to the Colusa County Airport at 2917 State Highway 20, Lat. $39^{\circ}10'40.46''\text{N}$, Long. $121^{\circ}59'26.76''\text{W}$, southwest approximately 250 feet to a point Lat. $39^{\circ}10'39.23''\text{N}$, Long. $121^{\circ}59'29.60''\text{W}$, northwest approximately 630 feet to a point Lat. $39^{\circ}10'44.20''\text{N}$, Long. $121^{\circ}59'33.01''\text{W}$, northeast approximately 275 feet to a point Lat. $39^{\circ}10'44.87''\text{N}$, Long. $121^{\circ}59'31.53''\text{W}$, northeast approximately 175 feet to a point Lat. $39^{\circ}10'42.34''\text{N}$, Long. $121^{\circ}59'29.76''\text{W}$ southeast approximately 160 feet to a point Lat. $39^{\circ}10'43.10''\text{N}$, Long. $121^{\circ}59'27.92''\text{W}$ southwest 35 feet to a point Lat. $39^{\circ}10'41.49''\text{N}$, Long. $121^{\circ}59'26.94''\text{W}$ 105 feet to the point of beginning containing 2.7 acres more or less.

Graphically shown below outlined in yellow:

