

Santa Ynez Valley Airport Authority, Inc.

Aircraft Storage License

1. Parties. This Aircraft Storage License (this “License”) is entered into by and between the Licensee indicated on this form and the Santa Ynez Valley Airport Authority, Inc., a California non-profit public benefit corporation (“Licensor”).

2. Use. Licensor hereby grants to Licensee a temporary, revocable license to allow Licensee to use the tie down space, hangar space or trailer space indicated on this form (the “Space”) for the uses set forth on Schedule 1 attached hereto (the “Permitted Use”) and for no other purpose. Licensee shall not do or permit to be done in or about the Space or the Santa Ynez Airport (the “Airport”) anything which is prohibited by or will in any way conflict with any law, statute, ordinance, regulation or restriction now in force or hereafter enacted encumbering the Airport, or which is prohibited by any standard form of fire insurance policy or will in any way increase the existing rate or affect any fire or other insurance upon the Airport. Licensee shall not do or permit anything to be done in or about the Space which will in any way obstruct or interfere with the rights of Licensor or any other occupant of the Airport, injure or annoy Licensor or any other occupant of the Airport or use or allow the Space to be used for any improper, immoral, unlawful or objectionable purpose. Licensee shall not cause, maintain or permit any nuisance in, on or about the Space or the Airport or permit or suffer to be committed any waste in, on or about the Space or the Airport. Licensee agrees to abide by any and all rules promulgated by the Licensor or the County of Santa Barbara (“County”) in connection with the Space or the Airport, including without limitation, those certain Hangar Assignment Rules issued by the County. Licensee shall not do or permit anything to be done which is prohibited under the terms of that certain Management Agreement and Lease, effective December 8, 2020 (together with any amendments, (the “Master Lease”) , by and between the County as lessor and Licensor as lessee.

3. License Payments. In consideration for the foregoing license and right to use the Space, Licensee shall pay to Licensor monthly, in advance on the first day of each calendar month or partial month, at the address set forth on this form or such other address as Licensor may direct, the amount per month set forth on this form or as otherwise identified in a written schedule maintained by Licensor in the ordinary course of business (the “License Payment”). The License Payment shall be prorated by Licensor for any partial month during the term of this License based on a thirty (30) day month. The License Payment for the first month shall be paid to Licensor upon execution of this License. Licensee hereby acknowledges that late payment by Licensee to Licensor of the License Payments due hereunder will cause Licensor to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed upon Licensor by the terms of the Master Lease. Accordingly, if any License Payment or other sum due from Licensee shall not be received by Licensor within ten (10) days after such amount shall be due, then without any requirement for notice to Licensee, Licensee shall pay to Licensor a late charge equal to ten percent (10%) of such overdue amount. Delinquent payments in excess of 90 days shall incur an additional late fee of 1.5% per month. Any payments received via a credit or bank card shall incur an additional 2% processing fee. The parties hereby agree that such a late charge represents a fair and reasonable estimate of the cost Licensor will incur by reason of late payment by Licensee. Acceptance of such a late charge by Licensor shall in no event constitute a waiver of Licensee’s default with respect to such overdue amount, nor prevent Licensor from exercising any of the other rights and remedies granted hereunder.

4. Term. The term of this License shall commence on the date specified below (the “Commencement Date”) and shall continue on a month to month basis thereafter. Either party may terminate this License upon thirty (30) days prior written notice to the other party.

5. Assignment/Subletting. Licensee shall not voluntarily or by operation of law, assign, transfer, mortgage, sublet, sublicense or otherwise encumber (individually or collectively a “Transfer”) all or any part of Licensee’s interest under this License or in the Space without Licensor’s prior written consent, which consent may be withheld in Licensor’s sole and absolute discretion. Any attempted Transfer without said consent shall be voidable by Licensor and, at Licensor’s election, shall constitute an incurable default. If Licensee is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law of any partner or member, or the dissolution of the partnership or limited liability company, shall be deemed a Transfer hereunder. If Licensee is a corporation, any dissolution, merger, consolidation or other reorganization of Licensee, or the sale or transfer of

a significant percentage of the capital stock of Licensee, shall be deemed a Transfer hereunder. The phrase “significant percentage” means the ownership of, and the right to vote, stock possessing at least five percent (5%) of the combined voting power of all classes of Licensee’s capital stock issued, outstanding and entitled to vote for the election of directors. If Licensee consists of more than one person, any Transfer from one such Licensee to any other person (other than another co-Licensee) shall be deemed a Transfer hereunder. Notwithstanding the foregoing, if Licensee consists of more than one person, any Transfer from one such Licensee to any other co-Licensee shall not be deemed a Transfer hereunder.

6. **Compliance with Laws.** Licensee will comply with all applicable laws, statutes, ordinances, procedures, policies, rules and regulations relating to its possession and use of the Space.

7. **Default.** If Licensee is in default under this License for a period of 10 days following receipt of notice from Licensor, then Licensor may pursue any remedies available to it against Licensee, under applicable law, including, but not limited to, the right to terminate this License. Notwithstanding the foregoing, nothing herein shall be construed to otherwise prevent the Licensor from terminating this month to month term as provided in paragraph 4 above.

8. **Indemnity.** Licensee hereby agrees to indemnify, defend and hold harmless, the Space, the Airport, the Licensor and the County and their respective officers, directors, members, agents and employees, from and against any and all claims, damages, costs, expenses, liens, judgments, penalties, and/or liabilities arising out of, involving or in connection with, the occupancy of the Space by Licensee and any act, omission or neglect of Licensee its agents, contractors, employees or invitees, and out of any default by Licensee in the performance in a timely manner of any obligation on Licensee’s part to be performed under this License. The indemnity obligations under this Paragraph shall survive termination or expiration of this License.

9. **Taxes.** Licensee shall be responsible for payment of all possessory interest or personal property taxes assessed in connection with Licensee’s use of the Space as provided herein.

10. **Insurance.** Licensee shall procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Licensor on the Commencement Date and annually thereafter. Such policy shall provide that cancellation will not occur without at least 15 days prior written notice to Licensor. The policy shall name Licensor and County as additional insureds and shall be primary, and any insurance carried by Licensor shall be noncontributing.

11. **Hazardous Substances.** Licensee, its agents, employees, contractors or representatives, will not use, permit, store, generate, release or discharge, any substance, chemical or waste (collectively, "substance") on the Space that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Licensee shall indemnify, defend and hold harmless Licensor, the County and their respective officers, directors, members, agents and employees, from any and all claims, damages, penalties, costs and liabilities, including without limitation, attorneys’ fees, which arise directly or indirectly out of the presence, use, generation, storage, release or discharge of any substance on, into, from, under or about the Space or the Airport by Licensee or its agents, employees, contractors or representatives.

12. **Maintenance.** Licensee shall be responsible for maintaining the Space in good condition and repair, in accordance with all applicable laws, and in proper operating condition and upon expiration or earlier termination of the term of this License, surrender the Space in good condition and repair.

13. **Exemption of Licensor from Liability.** Licensor and the County shall not be liable for injury or damage to the person or property of Licensee or its agents, contractors, employees or invitees. Licensor and the County shall not be liable for any injury or damage arising from any acts or neglect of any other lessee, sublessee or licensee of Licensor or any portion of the Airport, nor the failure of Licensor to enforce the provisions of any other lease, sublease or license of the Airport or any portion thereof.

14. **“As-Is” Condition.** Licensee acknowledges and agrees that Licensor has made no representations or warranties, express or implied, regarding the physical condition of the Space or the suitability of the Space for Licensee’s intended purposes. Licensee hereby accepts the Space in its “as-is” and “with all faults” condition as of

the date hereof.

15. **Title of Aircraft.** Any aircraft stored on the Space shall be titled and registered in the exact name of the Licensee and any failure to do so shall be deemed a default under this License which shall give Licensor the right, but not the obligation to terminate this License. At any time during the term of this License, the Licensor has the right to require the Licensee to sign an "Affidavit of Compliance" to confirm that the aircraft stored on or in the Space is titled and registered in the exact name of the Licensee. A failure to complete and sign this Affidavit within 30 days of the written request of the Licensor will be cause for review of the License and may result in termination of the License.

16. **No Tenancy.** Licensee acknowledges and agrees that this License does not create any tenancy interest in the Space, and Licensee hereby waives and relinquishes any claims therefore.

17. **No Alterations.** Licensee shall have no right to make alterations to the Space without the prior written consent of Licensor, which consent may be withheld, granted or conditioned in Licensor's sole and absolute discretion.

18. **Inspection.** Licensor shall have the right and privilege at all reasonable times of entering upon the Space for the purposes of inspection and for the purpose of determining whether the terms, covenants and conditions of this License are being kept and performed. At all times at least one door to the Space shall be free of any locks other than those for which the Licensor has a key or combination.

19. **Miscellaneous.** (a) Subject to the restrictions on any Transfer by Licensee contained herein, this License applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this License; (b) this License is governed by the laws of the State of California; (c) this License constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this License must be in writing and executed by both parties; (d) if any provision of this License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this License will be valid and enforceable to the fullest extent permitted by law; (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this License is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) time is of the essence for the performance of each term, condition and covenant of this License; (h) the waiver by Licensor of any term, covenant, agreement or condition contained in this License shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition contained in this License; (i) this License may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same License; and (j) this License is subject to and subordinate to the Master Lease.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License as of the last date set forth below.

Licensor

SANTA YNEZ VALLEY AIRPORT AUTHORITY, INC.,
a California nonprofit public benefit corporation
By: _____

Its: _____
900 Airport Road
P.O. Box 1572
Santa Ynez, CA 93460

Dated: _____

Licensee

4868-4191-0558, v. 1

Schedule 1
Use of Space

1.1. Use of Space

The Space shall, during the term of this License, be used by Licensee for an aeronautical purpose, as set forth in this Schedule 1 or as otherwise required by the Federal Aviation Administration (“FAA”), and must comply with all applicable laws, statutes, ordinances, rules and regulations and with all federal grant assurances, guidelines and Airport deed restrictions. Aeronautical uses and purposes for the Space include:

- (a) Storage of active aircraft;
- (b) Final assembly of aircraft under construction;
- (c) Non-commercial construction of amateur-built or kit-built aircraft;
- (d) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft; and
- (e) Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of an aircraft.

Provided the Space is used primarily for aeronautical purposes, Licensor may permit non-aeronautical items to be stored at the Space provided the items do not interfere with the aeronautical use of the Space. Licensor will generally not consider items to interfere with the aeronautical use of the Space, subject to changes in FAA policies, unless the items:

- (a) Impede the movement of the aircraft in and out of the Space;
- (b) Displace the aeronautical contents of the Space. A vehicle parked at the Space while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (c) Impede access to aircraft or other aeronautical contents of the Space;
- (d) Are used for the conduct of a non-aeronautical business or municipality agency function from the Space (including storage of inventory); or
- (e) Are stored in violation of Airport rules and regulations, the provisions of this License or the Master Lease, building codes or local ordinances.

The Space shall be deemed to be used primarily for aeronautical purposes if the Space is either (1) used exclusively for aeronautical purposes or (2) used for mixed purposes otherwise permitted under this License, but the majority of the square footage of the Space is being used for aeronautical purposes; provided that the Space and Licensee adhere to all other restrictions and guidelines set forth in this Schedule. Except as provided in this Schedule, no other use of the Space is permitted without prior written consent of Licensor, which consent may be withheld in Licensor’s sole and absolute discretion, and may be subject to certain restrictions, conditions and/or obligations required to be performed by Licensee.

1.2. Prohibition on Residential Use

The Space shall not be used as a residence.

1.3. Prohibition on Commercial Activity

The Space shall not be used for any commercial activity except as follows: Licensee may use the Space to store aircraft used to support commercial activity, but only if no commercial activity aside from mere storage of the aircraft takes place at the Space. Except as provided in Paragraph 1.1, no other use of the Space is permitted without prior written consent of Licensor, which consent may be withheld in Licensor’s sole and absolute discretion and may be subject to certain restrictions, conditions and/or obligations required to be performed by Licensee.

1.4. Prohibition on Electrical or Electronic Interference

Licensee shall not make use of the Space in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. Licensor reserves the right to enter upon the Space and abate any such hazard at the expense of Licensee.

1.5. Aircraft Under Construction

A non-airworthy aircraft in the process of being built, in the process of being extensively restored, or temporarily out of service in the process of becoming airworthy (“Aircraft Under Construction”), may be stored at the Space (in the hangar) for one year, which may be extended as described in the next sentence. Before storing any Aircraft Under Construction, whether for one year or for any extended period beyond one year, Licensee must first obtain Licensor’s written consent, which may be conditioned on Licensee making progress toward airworthiness and which may be extended upon showing such progress.

LICENSEE HAS READ AND ACKNOWLEDGES THE PROVISIONS OF THIS SCHEDULE 1.

Licensee’s Initials