

## **NON-EXCLUSIVE LICENSE AGREEMENT**

### **BLACKSTONE AIRWAYS, LLC**

#### **(On-Demand Air Carrier Services – Riverside Municipal Airport)**

THIS NON EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and BLACKSTONE AIRWAYS, LLC, a California limited liability company ("Licensee").

### **RECITALS**

A. City owns and operates the Riverside Municipal Airport (referred to herein as "Airport" or "Property") located at 6951 Flight Road, Riverside, CA 92504. The Airport is operated as a general aviation airport.

B. Licensee desires to engage in an air transportation business between City and various destinations as an on-demand charter flight air carrier, certificated by the Federal Aviation Administration ("FAA") and holding a current certificate to carry on such business, desires to use Airport landing facilities in connection therewith, and therefore desires to enter into this License with City;

C. Except as provided herein, Licensee has or will make separate arrangements with the City for leasing, subleasing, temporary hiring or occupancy of office space and other facilities necessary for the operation of Licensee's air transportation business;

D. City is agreeable to said use subject to the terms and conditions set forth below.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. **TERM:** The term of this License shall be for a period of two (2) years, and shall become effective upon execution of this License by both parties ("Effective Date"), and shall terminate two (2) years from the Effective Date unless this License is earlier terminated pursuant to the termination provisions pursuant to section 22 hereof. The term of this License may be extended by mutual consent of the parties for up to two (2) additional two (2) year terms. All such extensions shall be in writing.

#### **2. GRANT OF LICENSE:**

(a) Airfield: City hereby grants to Licensee the non-exclusive use, in common with others, of the Airport aircraft movement areas for the purpose of the landing and taking off of Licensee's air transportation aircraft, and the parking of its aircraft in public aircraft parking areas, if applicable.

(b) Terminal Lobby: City also hereby grants to Licensee the exclusive use of no more than 100 square feet of space in the Airport Terminal Building lobby, located at 6951 Flight Road, Riverside, CA 92504 ("Terminal") for the purpose of operating a ticket counter in connection with its air transportation business and for no other purpose. Licensee may place signage in connection therewith in the Terminal lobby, as approved in writing by the Airport Manager. In addition, City grants to Licensee the non-exclusive use of the Terminal lobby in common with others, for the accommodation of its passengers, public waiting room, restrooms and other common use and public space areas of the Terminal.

3. **USE OF AIRPORT**: Licensee's use of the Airport shall be for the purpose of the operation of its air transportation business and for no other purpose. Such use shall not interfere with the primary function of the City's use of the Airport. Licensee shall be subject to the following terms and conditions:

(a) Permits/Authorizations: Licensee shall be responsible for obtaining all required Federal, State, County and City licenses and permits, or other authorization, for the operation of its air transportation business. Lessee understands that the services performed under this License constitutes doing business in the City of Riverside, and agrees that Licensee will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this License.

(b) Release: Licensee also agrees to assume all liability resulting from injury or damage to any person, property or entity caused by Licensee's exercise of License rights granted herein. City shall not be responsible for theft, loss, injury, damage, or destruction of any of Licensee's or Licensee's officers', employees', agents', and invitees' personal property or aircraft on the Airport. Licensee hereby releases and discharges City from any and all claims and demands of Licensee for loss or damage to Licensee's property or injury to Licensee or Licensee's officers, employees, agents, and invitees.

(c) Terminal Lobby Access: City shall permit full and unrestricted access by Licensee, and the employees and invitees of Licensee, without charge, to and from the Terminal and facilities referred to above for all purposes contemplated by this License; provided, however, no right of access shall be provided to the Terminal lobby between the hours of 5:00 p.m. and 7:00 a.m. of the next day and provided further that the hours of access through the Terminal lobby may be modified from time to time by City's Airport Manager upon written notice to Licensee.

(d) Licensee shall maintain is designated space in the Terminal lobby in a neat, clean and safe condition at all times.

(e) City makes no representation, covenant, warranty or promise, that the Airport or Terminal lobby is fit for any particular use, including the use for which this License is granted and Licensee is not relying on any such representation, covenant, warranty or promise and accepts the Property in its "as is" condition.

(f) Licensee shall make no improvement to the Property without the express written permission of the City.

(g) Licensee shall not use Airport, or any portion thereof, for any purpose other than that set forth herein without first having had and obtained the written consent of City.

(h) Licensee shall execute all documents that may be required for the purpose of carrying out the intent of this License. Any failure to cooperate by Licensee and any violation of Section 3 of this License shall be deemed a material breach of and grounds for revocation.

#### 4. **CONSIDERATION; LANDING FEES:**

(a) Landing Fee. As consideration for its use of the Airport and the rights granted herein, Licensee shall pay to City a landing fee in the amount equal to \$100 per flight for piston aircraft and \$150 per flight for turbine engine aircraft.

(b) Aircraft Parking Fee: If Licensee makes use of any public aircraft parking areas in connection with its air transportation business, Licensee shall pay the use fee for such parking as set by the City Council from time to time.

(c) Fees if License Extended. If this License is extended by mutual agreement of the parties for any additional term, Licensee shall pay to the City the licensee fees in such amount as shall be determined by mutual agreement of the parties.

#### 5. **REPORTS AND PAYMENT PROCEDURES:**

(a) Monthly Reports: Licensee shall furnish to City on or before the 30th day of each month, without demand or invoice, an accurate report (the "Monthly Reports") of Licensee's operations at Airport during the preceding month, setting forth all data necessary to calculate the Landing Fee and Aircraft Parking Fee due under this License, including: (i) the number of flights, including the date and time of each flight; (ii) the destination/origin of each flight; (iii) the type of aircraft and tail number operated for each flight, including the model/type of aircraft and the maximum gross landing weight for each type of aircraft; (iv) the number of passengers for each outbound and inbound flight; and (v) the usage of public aircraft parking.

(b) Payment: Licensee shall calculate the Landings Fees and Aircraft Parking Fees due to the City in accordance with section 4 hereof. Licensee shall submit its Landings Fees to the City with its Monthly Reports, plus any incurred Aircraft Parking Fees, for the prior month's operations based on the prior month's monthly report. Such amounts shall be paid by check made payable to the "City of Riverside" and delivered to City of Riverside, Central Cashiering, City Hall - 6th Floor, 3900 Main Street, Riverside, California 92522.

(c) Late Fee: If Licensee fails to pay the fees set forth herein by the tenth (10th) day of the month in which it is due, Licensee agrees that the actual damage to the City would be impracticable or extremely difficult to determine. Therefore, Licensee agrees to pay a late fee equal to ten percent (10%) of the Landing Fees and Aircraft Parking Fees owed, which amount shall be added to the fees due and considered part of the fees due City hereunder. The amounts due under this subparagraph are in addition to and not in lieu of any other remedies of City.

6. **NON-DISCRIMINATION:** Except as provided in Section 12940 of the California Government Code, during Licensee's performance of this License, Licensee shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex or sexual orientation, veteran or military status, in use of the Property during the term of this License. Further, Licensee agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this License.

7. **SUPERVISION:** Licensee shall be responsible for supervision and monitoring of all activities on the Property, including control of access to the Property at all times, and monitoring and abatement of any nuisance that is caused, or may be caused, by Licensee or Licensee's use.

8. **MAINTENANCE:** Any areas of the Property designated for Licensee's exclusive use shall be maintained by Licensee in a clean and orderly condition, including but not limited to free from rodents, insects, pests, trash and debris and all in compliance with all applicable provisions of the Riverside Municipal Code. A neat and clean appearance, and safe and sanitary conditions are required and are considered of utmost importance by City. City agrees to coordinate in good faith any Terminal building maintenance that will impact the common area use of the Terminal lobby, with Licensee to reduce impacts to Licensee's air transportation business as may be practical, but without unduly impacting other Airport tenants, users, or costs.

9. **FLAMMABLES, WASTE AND NUISANCES:** Licensee agrees that it will not place or store, or allow any placement or storage of any hazardous waste, hazardous material, or flammable materials within the boundaries of the Property, and that it will not commit any waste upon or damage to the Property, nor suffer any to be done.

10. **HAZARDOUS SUBSTANCES INDEMNITY:** Licensee expressly agrees to and shall indemnify, defend, release and hold the City, its officers, officials, directors, agents, servants, and employees harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up, and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorney's fees, expert fees, and court costs) in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances on, in, under, or about the Property by Licensee, its officers, directors, agents, servants, or employees. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this License.

11. **HAZARDOUS SUBSTANCES DEFINED:** Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, *et seq.*; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); The Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; The Clean Water Act, 33 U.S.C. § 1251, *et seq.*; The Hazardous Waste Control Act, California Health and Safety Code ("H. & S.C.") § 25100, *et seq.*; the Hazardous Substance

Account Act, H. & S.C. § 25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, *et seq.*; Underground Storage of Hazardous Substances H. & S.C. § 25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H & S.C. § 25300 *et seq.*); The Hazardous Waste Management Act, H. & S.C. § 25170.1, *et seq.*; Hazardous Materials Response Plans and Inventory H. & S.C. § 25001 *et seq.*; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, *et seq.*, all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

12. **UTILITIES:** City agrees to provide the electricity and water reasonably necessary for the use of the Terminal lobby; provided, however, Licensee shall pay for all telephone and any other communications or cable service that Licensee may require for its use of the Terminal lobby.

13. **TAXES:** Without admitting any such liability, Licensee recognizes and understands that this License may create a possessory interest subject to property taxation pursuant to California Revenue and Taxation Code Section 107 and that Licensee may be subject to the payment of property taxes levied on such interest if such a determination is made by the Riverside County Tax Assessor or other government entity with the authority to make such determinations. All taxes and assessments which become due and payable with respect to the Property, and any improvements thereon, shall be the sole responsibility of Licensee, and any such payments shall not reduce any payment due City hereunder.

If Licensee shall, in good faith, desire to contest the validity, the imposition, or the amount of any tax or assessment or any other governmental charge herein agreed to be paid by Licensee, Licensee shall be permitted to do so; provided, however, the Licensee shall not permit or allow any lien to be placed or assessed upon the Property or any improvements thereon.

14. **CITY'S RIGHT TO INSPECT:** City shall have the right to inspect the Property at any time to ensure compliance with the terms of this License. Any repairs or specific actions found necessary as a result of inspections and which are the responsibility of Licensee shall be made promptly by Licensee, but in no event shall such repairs be initiated by Licensee later than two (2) calendar days after receipt of written notification of the need for such repairs and/or specific actions, and such repairs and/or specific actions shall be completed within two (2) days after receipt of such notification.

15. **FREE FROM LIENS OR CLAIMS:** Licensee shall keep the Property free from any mechanics' or materialmen's liens or other liens of any kind or nature for any work done, labor performed, or material furnished thereon at the insistence of or on account of Licensee, and Licensee further agrees to indemnify and save harmless City from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed,

or materials furnished. The City at any time may post and keep posted on the Property appropriate notices to protect the City against the claims of any such persons, firms or corporations.

## **16. INSURANCE:**

**16.1 General Provisions.** Prior to the City's execution of this License, Licensee shall provide satisfactory evidence of, and shall thereafter maintain during the term of this License, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

**16.1.1 Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Licensee's indemnification obligations under Section 18 hereof.

**16.1.2 Ratings.** Any insurance policy or coverage provided by Licensee or subcontractors as required by this License shall be deemed inadequate and a material breach of this License, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

**16.1.3 Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

**16.1.4 Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Licensee pursuant to this License are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage as Licensee deems adequate, at Licensee's sole expense.

**16.2 Commercial General Liability and Automobile Insurance.** Prior to City's execution of this License, Licensee shall obtain, and shall thereafter maintain during the term of this License, commercial general liability insurance and automobile liability insurance for vehicles as required to insure Licensee against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Licensee. The City, and its officers, employees and agents, shall be named as additional insureds under the Licensee's insurance policies.

**16.2.1** Licensee's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

16.2.2 Licensee's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Licensee's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Licensee's performance of this License, which vehicles shall include, but are not limited to, Licensee owned vehicles, Licensee leased vehicles, Licensee's employee vehicles, non-Licensee owned vehicles and hired vehicles.

16.2.3 Prior to City's execution of this License, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this License, for both commercial general and automobile liability insurance for vehicles, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

16.2.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Licensee will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

16.3 Airport Premises and Aircraft Liability Insurance. Prior to City's execution of this License, Licensee shall obtain, and shall thereafter maintain during the term of this License, airport premises and aircraft liability insurance in an amount not less than \$5,000,000 per occurrence and an aggregate limit of not less than \$10,000,000 for each type of insurance.

17. **NONINTERFERENCE WITH USE:** Licensee's use of the Property and the exercise of the rights herein granted shall not in any manner whatsoever interfere with the City's operations. City shall at all times have access to the Property. The rights herein granted are not

exclusive rights and in no way limit the City's use of the Property for purposes not inconsistent with the uses granted herein.

18. **INDEMNIFICATION:** Except as to the sole negligence or willful misconduct of City, Licensee shall protect, defend, indemnify, and hold City and its officers, agents, employees and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this License and/or the use or occupancy of the Property or the acts or omissions of Licensee's officers, agents, employees, contractors, subcontractors, licensees, invitees or guests, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the negligence or willful misconduct of City and/or its officers, employees or agents. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Licensee or any of Licensee's officers, agents, employees, contractors, subcontractors, licensees, invitees or guests. City shall give Licensee reasonable notice of any such claims or actions. Licensee shall use counsel reasonably acceptable to City in carrying out its obligations hereunder.

The parties expressly agree that any payment, attorney fee, cost or expense City may incur or makes to or on behalf of an injured employee under City's self-administered workers' compensation program is included as a loss, expense or cost for the purpose of this section, and that this section shall survive termination of this License.

19. **ASSIGNMENTS AND SUBLEASES:** This License is personal to Licensee, and Licensee shall not assign or transfer this License or any privilege thereunder, in whole or in part, and any attempt so to do shall be void and shall confer no right on any third party. Licensee shall not sublease or charge fees for any of the Property.

20. **NON-POSSESSORY INTEREST:** No permanent or possessory interest shall accrue to Licensee in the licensed Property by reason of this License or by exercise of the permission given and Licensee agrees to claim no such interest.

21. **GOVERNING LAW AND JURISDICTION:** Licensee agrees that in the exercise of its rights under this License, Licensee shall comply with all applicable federal, state, county and local laws, and regulations in connection with its use of the licensed Property. The existence, validity, construction, operation and effect of this License and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this License shall be tried in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

22. **TERMINATION:** In addition to the other methods of terminating this License, as provided herein, this License may be terminated at any time upon thirty (30) days' notice in writing to Licensee.



Upon termination of this License in any manner provided in this License, the Property shall remain in its improved condition, including but not limited to all improvements, landscaping (personal property not applicable) existing on the Property at the time of termination, unless the City submits a written request to Licensee that some or all of the improvements be removed, in which case Licensee is given thirty (30) days to complete said removal of the improvements as identified by City. Should the City accept the Property with all improvements thereon, and then such improvements shall become the property of the City.

If the Property is abandoned by the Licensee for a period of two (2) months, all rights of the Licensee shall automatically terminate hereunder. Further, if the Licensee fails to conform to the terms and conditions of this License, all of the Licensee's rights hereunder shall terminate.

No termination hereunder shall release the Licensee from any liability or obligation, which may have attached or accrued prior to or which may accrue as of the time of termination of this License.

23. **DEFAULT:** Upon the failure of Licensee to perform any condition or term required herein, the City shall give written notice of such failure to perform as constituting a default of this License. If within ten (10) calendar days Licensee does not correct the failure to the satisfaction of the City, or does not provide a written explanation of Licensee's failure to perform, which explanation must be acceptable to City, this License shall then terminate immediately without further notice. Also, the City shall have the right to require that all operations immediately cease if City determines that the activities are being conducted in an unsafe or illegal manner.

24. **HOLDING OVER:** If Licensee fails to vacate the Property upon termination of this License, Licensee agrees to pay City a fee of One Hundred Dollars (\$100.00) per day for each day that Licensee occupies the Property beyond termination of this License.

25. **ENTIRE AGREEMENT:** This License embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this License. This License may only be modified or amended by the mutual consent of the parties in writing.

26. **NOTICES:** Service of any notices, bills, invoices or other documents required or permitted under this License shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

Airport Manager  
Riverside Municipal Airport  
6951 Flight Road  
Riverside, CA 92504

Licensee

Blackstone Airways, LLC  
7000 Merrill Avenue  
Chino, CA 91710

27. **SEVERABILITY:** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this License shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this License is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this License and shall not affect any other provision, term, condition, covenant, and/or restriction, of this License and the remainder of the License shall continue in full force and effect.

28. **PARAGRAPH TITLES:** The paragraph titles of this License are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the License to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this License or in any way affect the agreement of the parties set out in this License.

29. **RESERVATIONS:** This License is subject to all reservations, restrictions, rights and rights-of-way of record.

30. **AUTHORITY:** The individuals executing this License and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

31. **AIRPORT RULES AND REGULATIONS.** Licensee and the employees and invitees of Licensee shall obey all rules and regulations and ordinances of City or other competent authority relating to operations at the Riverside Municipal Airport including the rules or procedures prescribed by a competent United States Government authority having applicable jurisdiction.

32. **LICENSE SUBORDINATE.** This License shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States of America relative to the development, operation, or maintenance of the Riverside Municipal Airport.

33. **RIGHT OF FLIGHT.** There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Riverside Municipal Airport.

34. **USE TO CONFORM WITH FAA REGULATIONS.** Licensee agrees that Licensee's use of the Property, including all construction thereon, shall conform to applicable regulations issued by the Federal Aviation Administration (FAA), Department of Transportation, or other applicable federal agency.

Licensee agrees to comply with the notification and review requirements covered in Part 77 of Title 14, Code of Federal Regulations (as same may be amended from time to time, or such

other regulations replacing Part 77 as may be adopted by Federal authority) prior to the construction of any improvements, future structure or building upon the licensed Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

35. **HEIGHT RESTRICTIONS.** Licensee by accepting this License expressly agrees for and on behalf of Licensee and on behalf of Licensee's successors and assigns that Licensee will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property above the limitations specified in Part 77 of the Federal Aviation Regulations. In the event the aforesaid covenants are breached, City reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending trees, all of which shall be at the expense of Licensee.

36. **NON-INTERFERENCE WITH LANDING AND DEPARTURE OF AIRCRAFT.** Licensee by accepting this License expressly agrees on Licensee's own behalf and on the behalf of Licensee's successors and assigns that Licensee will not make use of the Property in any manner which might interfere with the landing and taking off of aircraft from the Riverside Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Property and cause the abatement of such interference at the expense of the Licensee

37. **NO EXCLUSIVE RIGHT GRANTED.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

38. **LICENSE SUBJECT TO U. S. GOVERNMENT ACQUISITION, CONTROL.** This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Riverside Municipal Airport or the exclusive or non-exclusive use of the Airport by the United States during time of war or national emergency.

39. **NONDISCRIMINATION; COMPLIANCE WITH TITLE 49.**

(a) **FAA General Civil Rights Provision.** The Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Licensee transfers its obligation to another, the transferee is obligated in the same manner as the Licensee.

This provision obligates the Licensee for the period during which the property is owned, used or possessed by the Licensee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964

(b) Compliance with Nondiscrimination Requirements: During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(4) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b) Cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or

the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

(1) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

(2) 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

(3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(4) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

(5) The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

(6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

(7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

(9) The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

40. **ACCOMMODATIONS AND SERVICES.** Licensee shall furnish Licensee accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and Licensee shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; Provided, that Licensee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

Non-compliance with this paragraph shall constitute a material breach thereof and in the event of such non-compliance City shall have the right to terminate this License and the estate hereby created without liability therefore or at the election of City or the United States either or both said governments shall have the right to judicially enforce said provisions.

41. **INSERTION.** Licensee agrees that Licensee shall insert the above Paragraphs 39 and 40 in any license, lease, agreement, or contract by which said Licensee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Property.

42. **AFFIRMATIVE ACTION.** Licensee assures that Licensee will undertake an affirmative action program as may be required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, sex or sexual orientation be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Licensee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Licensee assures that Licensee will require that Licensee's covered suborganizations provide assurances to Licensee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as may be required by 14 CFR Part 152, Subpart E, to the same effect.

43. **AMENDMENTS.** It is mutually understood and agreed that no alteration or

variation of the terms of this License shall be valid unless made in writing signed by the parties hereto and that oral understandings or agreements not incorporated herein shall not be binding on the parties hereto.

**IN WITNESS WHEREOF** the parties hereto have caused this License to be duly executed on the date and year first written above.

CITY OF RIVERSIDE, a California charter  
City and municipal corporation

BLACKSTONE AIRWAYS, LLC, a California  
limited liability company

By: \_\_\_\_\_  
City Manager

By: *Danny Perry* *Danny Perry*  
Name: Danny Perry Danny Perry  
Title: \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

*Susan Ulloa*  
Deputy City Attorney