

AGREEMENT FOR USE OF PROPERTY AUGUSTA REGIONAL AIRPORT

THIS AGREEMENT FOR THE USE OF PROPERTY, "Agreement" is made and entered into this _____ day of _____, 2023, by and between the AUGUSTA AIRPORT COMMISSION, "AAC," and AUGUSTA AIR SHOW, LLC, "AIR SHOW"

WHEREAS, AAC as owner thereof operates and maintains Augusta Regional Airport "AIRPORT", located in Augusta, Georgia, and has the right to grant use of certain portions of such Airport, subject to the terms and conditions hereinafter set forth; and

WHEREAS, AIR SHOW is willing to organize the Augusta Air Show also referred to as Air Dot Show Augusta "EVENT"; and

WHEREAS, AIR SHOW desires to enter into an agreement with AAC for use of the Airport to host the Event; and

WHEREAS, AAC is willing to grant the same to AIR SHOW, upon the promises, terms, and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, terms, and conditions set forth herein, AAC and AIR SHOW hereby mutually agree as follows

Section 1 Definitions

As used herein, the following words and phrases shall have the meanings set forth:

- 1.1 Airport** - "Airport" shall mean that portion of Augusta Regional Airport operated by the AAC as a public airport.
- 1.2 Airport Manager** - "Airport Manager" shall mean the Airport Manager of Augusta Regional Airport or their authorized representative of the AAC.
- 1.3 FAA** - "FAA" shall mean the Federal Aviation Administration of the United States government, and any federal agency succeeding to its jurisdiction.
- 1.4 Trade Fixtures** - "Trade Fixtures" shall mean, but shall not be limited to all equipment such as tents/tables/chairs, fence, portable restrooms, generators, sound system, control stage and other machinery and equipment used in connection with AIR SHOW's required or permitted activities pursuant to this Agreement.
- 1.5 Utilized Premises** - "Utilized Premises" shall mean those certain premises at Airport more particularly described in Section 2.2

- 1.6 Event** - "Event" means the Augusta Air Show also referred to as Air Dot Show Augusta featuring military and civilian aviation teams, customized performance aircraft, and aviation special effects that promote interest in aviation for the general public.
- 1.7 Event Days** - "Event Days" means the Saturday and Sunday of the Event when it is open to public spectators.
- 1.8 Event Period** - "Event Period" means the entire time the Event impacts the Airport from the Tuesday prior to the Event Days to the Monday immediately following.
- 1.9 Air Show Box** – Air Show box means the 6,000 foot by 3,000 foot aerobatic box over the Airport and adjacent land and waterway areas where all Event acts except the Air Force Thunderbirds or Navy Blue Angels shall execute their performance.
- 1.10 Jet Team Box** – Air Show box means the 12,000 foot by 3,000 foot aerobatic box over the Airport and adjacent land and waterway areas where the Air Force Thunderbirds or Navy Blue Angels shall execute their performance.

Section 2 - General Conditions

2.1 Term and Extension

The initial Term of this agreement shall be four (4) years for the Event in the years 2024-2027. Forty-five (45) days after the conclusion of each year's Event, this agreement shall automatically be extended for one additional year unless one party notifies the other of its intention not to extend the agreement during the forty-five (45) day window following an Event.

2.2 Description of Utilized Premises

AAC hereby grants to AIR SHOW the rights to use the areas as shown in **yellow** on Exhibit A attached hereto and incorporated herein by this reference to establish the following:

- a. The Event Site where public attendees will view the show. The area established for the Event Site will be utilized from 8 am on Tuesday prior to the Event Days to Monday at 5:00 pm following the Event Days for installation and dismantle of Trade Fixtures.
- b. The Parking Areas where public attendees will park their vehicles. Both a general parking area and a VIP parking area will be established. The general parking area will be accessed via Lock and Dam Road and the VIP Parking Area via General Perry Smith Parkway. The Parking Areas will be utilized from 8 am on Thursday prior to the Event Days to Monday at 5:00 pm following the Event Days for installation and dismantle of equipment and signage.
- c. The Aerobatic Box as specified in Section 1.9 and on years when the Event hosts the Thunderbirds or Blue Angels, the Jet Team Box as specified in Section 1.10. If these areas extend off airport property AAC will assist AIR SHOW to get approval to utilize and sanitize these areas during flight operations on the Event Days.

2.3 Use of Utilized Premises

The AAC intends to maintain normal operations at the Airport during the Event and the AIR SHOW shall not interfere with such Airport operations in any manner outside of the times specified for flight operations of the event as outlined in 2.2b and 2.2c.

Subject to the limitations set forth above, the AAC authorizes the AIR SHOW to use the Utilized Premises defined in Section 2.2(a) for any or all of the following purposes:

- a. To organize, set-up, and accomplish the Event for the education and enjoyment of the general public;
- b. To display and sell merchandise at the Event. AIR SHOW is responsible for ensuring each concessionaire has secured all necessary licenses and permits.
- c. To sell prepared food and drinks, including alcoholic beverages in the area defined in section 2.2a AIR SHOW is responsible for Event concessionaires complying with local and state license and permit requirements to sell food and drink.
- d. To install and maintain temporary tents, booths, exhibits and aircraft static displays in the ramp area defined in section 2.2a
- e. To install and maintain temporary fencing, traffic cones, or flagging as necessary to control access, crowds, and ensure public safety and subject to the approval of AAC;
- f. To provide security inside the Event Site and Parking Area defined in section 2.2a for the safety of the general public and the Airport property;
- g. To install temporary sanitary and first-aid facilities required for the Event participants, guests, and invitees.
- h. To install temporary signs to direct public spectators to the designated parking area defined in Section 2.2b

AIR SHOW is responsible for complying with any user fees, charges, permits or other licensing requirements as charged or imposed upon AIR SHOW by any unit of a provider of public services or other local, State, or federal entity as a result of, or connected with the Event. AIR SHOW shall obtain the additional permits or licenses and pay such associated fees as required. AIR SHOW shall furnish the Airport Manager a copy of the permits or licenses upon request.

AIR SHOW's use of the Utilized Premises shall be in accordance with local, State, and federal laws, Airport rules and regulations. AIR SHOW shall not engage in any operations at Airport prior to obtaining any certification that may be required with respect thereto by any local, State, or federal laws. AIR SHOW shall furnish the Airport Manager a copy of such certificates, upon request.

At the close of The Event, AIR SHOW shall restore the Utilized Premises to a condition satisfactory to the Airport Manager.

2.4 Responsibilities of AIR SHOW

AIR SHOW shall be responsible for conducting all activities and management of the Event inside the areas defined on Exhibit A. This includes all personnel, equipment and management of all sub-contractors providing services to the event.

2.5 Airport Regulations

In the use of the Utilized Premises, AIR SHOW agrees to observe, obey and abide by all ordinances, Airport rules, and other local, State, and federal regulations applicable thereto.

2.6 Amendment Required by FAA

This Agreement may be amended for the purpose of satisfying FAA requirements or any federal agency succeeding to its respective jurisdictions.

2.7 Promotion of Airport

AIR SHOW shall promote the Airport as the location of the Event in all materials and communications.

2.8 Payment to AAC for incremental costs

AIR SHOW shall reimburse AAC for all incremental hard costs expenses incurred by AAC associated with hosting the Event. Incremental hard cost expenses are defined as follows:

- A. Hourly paid labor costs and benefits for supplemental positions exceeding standard AAC staffing levels and/or outside standard working hours during the Event Period
- B. Supplies or materials consumed or purchased solely for the Event and used or consumed during the Event Period.
- C. Equipment rented for use sole for the Event and utilized only during the Event Period.

2.9 Insurance

A. AIR SHOW shall maintain in full force and effect during the setup, operation, and dismantle of the Event, insurance policies with respect to AIR SHOW' activities and duties hereunder. Such policies shall provide at least the following coverages with deductibles of no more than Five Thousand Dollars (\$5,000):

- (i) Airmeet liability coverage written on an occurrence basis with a general aggregate with a minimum limit of Five Million Dollars (\$5,000,000);
- (ii) Comprehensive General Liability or Commercial General Liability Form, including contractual liability coverage, covering AIR SHOW' business operations written on an occurrence basis with a general aggregate with a minimum limit of Five Million Dollars (\$5,000,000) and minimum limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, including death, and property damage liability;

(iii) Business automobile liability insurance covering "on airport" occurrences for all owned, hired and non-owned vehicles with minimum limits of Three Million Dollars (\$3,000,000) combined single limits per occurrence for bodily injury and property damage liability;

(iv) Liquor liability insurance coverage written on an occurrence basis with a general aggregate with a minimum limit of One Million Dollars (\$1,000,000);

(v) Either Workers' Compensation Insurance in an amount in compliance Georgia law, or documentation of a legal exemption from carrying Workers' Compensation Insurance.

ADDITIONAL INSURED STATUS: The AAC, its officers, directors, officials, employees are to all be endorsed as additional insured with certificates mailed to the following address at least fourteen (14) days prior to the beginning of construction of the Event:

Address Additional Insured Status:

Augusta Airport Commission
City of Augusta
1501 Aviation Way
Augusta, GA 30906

2.10 Indemnification of AAC

AIR SHOW shall indemnify, defend and hold AAC and its elected representatives, officers, directors, agents, and employees harmless from and against all liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind (including, but not limited to, costs of investigation, attorney fees, court costs and expert fees) resulting from any injury, damage or death to any person or property, of any nature whatsoever, and arising out of or alleged to arise out of the use, occupancy or operations of AIR SHOW, or any of its officers, directors, representatives, agents, employees, guests, patrons, trainees, contractors, subcontractors, consultants, sub-consultants, licensees, subtenants, invitees, customers, or suppliers, at the Airport. AIR SHOW shall not be liable for any injuries, death or damage to the extent that such injury, death or damage is caused by the active negligence or willful misconduct of AAC, its elected representatives, officers, agents, volunteers or employees. This Section shall survive the termination or expiration of this Agreement

2.11 Notices

Notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, or mailed by certified or United States registered mail, return receipt requested the address set forth:

AIR SHOW
Augusta Air Show, LLC
PO Box 360857
Melbourne, FL 32936
Attn: Bryan Lilley

AAC
Augusta Airport Commission
1501 Aviation Way
Augusta, GA 30906
Attn: Herbert Judon

Notice shall be effective on the date which is three (3) business days after the date of mailing.

2.12 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended by written instrument duly executed by the parties hereto. Execution of Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year fully executed by both parties.

Augusta Air Show, LLC

Date: _____

By: _____
Bryan S. Lilley, Manager

Augusta Airport Commission

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

