



Lynchburg Regional Airport



***Airshow & Exhibition
Permit Application***

**LYNCHBURG REGIONAL AIRPORT
AIRSHOW AND EXHIBITION PERMIT APPLICATION
Submission Checklist and Signature Page**

Submitting the Application – After completing all sections of the Permit Application, complete the following checklist, sign below, and submit two (2) copies of the application and all attachments to:

Mark F. Courtney, A.A.E.
Airport Director
Lynchburg Regional Airport
350 Terminal Drive, Suite 100
Lynchburg, VA 24502

Tel: 434-455-6089
Email: mark.courtney@lynchburgva.gov

Checklist – This cover sheet, along with two (2) copies of the applicable attachments below, must be included with your submission in order to be considered.

- | | |
|---|--|
| <input type="checkbox"/> Completed Application | <input type="checkbox"/> Preliminary Budget |
| <input type="checkbox"/> Operations Plan & Organizational Chart | <input type="checkbox"/> Payment Enclosed |
| <input type="checkbox"/> Site/Crowd Line Drawing | <input type="checkbox"/> Other (Describe): _____ |
| <input type="checkbox"/> Aerobatic Box Drawing | |

Affidavit of Applicant

I certify that the information contained in this Airshow and Exhibition Permit Application is true and correct to the best of my knowledge and belief, and that I understand and agree to abide by all regulations, provisions and rules governing an Airshow and Exhibition as set forth by the City of Lynchburg. I further understand that this application is made subject to the rules and regulations established by Lynchburg City Council, the Virginia Department of Aviation, the Federal Aviation Administration and the Lynchburg Regional Airport. I agree to abide by these rules and the terms and conditions of this permit application and further certify that, on behalf of the airshow organization named below, agree to be financially responsible for any costs and fees which may be incurred by, or on behalf of, the Airshow and Exhibition to the City of Lynchburg.

Name of Airshow Organization

Name/Title of Authorized Official

Signature of Authorized Individual

Date of Application

Airport Use Only

Permit Issuance Section

Permit Approved Denied

By: Mark F. Courtney, A.A.E., Airport Director

Signature: _____

Date: _____

Conditions or Comments: _____

LYNCHBURG REGIONAL AIRPORT AIRSHOW AND EXHIBITION PERMIT APPLICATION

Instructions

To apply for the authority to utilize Lynchburg Regional Airport for the purpose of conducting an airshow and exhibition, qualified organizations should complete and submit the following application. Upon receipt of all required supporting material and security deposit, the application will be reviewed for consideration.

All applications and supporting documentation must:

- Be received at least six (6) months prior to the first day of the intended airshow, or thirty (30) days prior to the deadline for submission of a military jet demonstration team application, whichever occurs first.
- Be accompanied by a 50% payment of the Airport Use Fee as a deposit in accordance with the fee schedule below. If the application is denied, or the airshow does not take place, the Airport User Fee will be refunded.

Section I – General Information

Name of Sponsoring Organization:	
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Type of Organization:

<input type="checkbox"/>	For-Profit Corporation	Specify Type:
<input type="checkbox"/>	Non-Profit Corporation	Specify Type:
<input type="checkbox"/>	Other	Specify:

Type of Airshow and Associated Airport Use Fees:

<input type="checkbox"/>	Variety of acts including military jet demonstration team (Fee: \$7,500/day)
<input type="checkbox"/>	Variety of acts with some individual military or civilian jet demonstrations (Fee: \$5,000/day)
<input type="checkbox"/>	Variety of acts – piston-engine aircraft only (Fee: \$4,000/day)
<input type="checkbox"/>	Other (Fee: Varies) Describe:

Proposed Dates of Airshow:		No. of Spectators Expected (All Days):	
Airshow Start Times:		Airshow End Times:	
Airshow Set-up Dates:		Airshow Breakdown dates:	

President			
Address			
City/State/Zip			
Business Phone:	Cell Phone:	Other:	

Airshow Director			
Address			
City/State/Zip			
Business Phone:	Cell phone:	Other:	

Description of Airshow

Provide a general description of the event and overview of the scope and duration of the intended airshow, theme, number and type of performers, etc.:

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Section II – Operations, Facilities and Public Safety

Airshow Operations Plan and Drawings

1. Attach an organizational chart depicting airshow leadership and management structure.
2. Attach an operations plan for the intended airshow to include the functions and responsibilities of all related airshow organizational committees.
3. Attach a drawing which depicts the requested airport site lay-out and crowd lines.
4. Attach a preliminary budget for the intended airshow.
5. Attach a detailed drawing of the proposed aerobatic box as applicable to the type aircraft that will perform. Include proposed show line, show center and crowd line.

Parking & Transportation

Will Off-Airport Parking be Utilized?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Where:
Will On-Airport Parking be Desired?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	To What Extent?

Proposed Transportation/Shuttle Services

Describe:

Expected Facility/Site Accommodations

Proposed Aircraft Static Displays -

Approx. Number:	Number over 12,500 lbs.:
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Concessions -
Types:

<input type="checkbox"/> Food	<input type="checkbox"/> Novelties, etc.	<input type="checkbox"/> Other
Number of booths:		

Are other forms of non-aviation entertainment being considered?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If "yes" describe type:		

VIP Area(s): Yes No Intended Capacity: _____ Guests
 Sponsor Tents/Chalets: Yes No Intended Capacity: _____ Guests

Will military-style aircraft arresting gear be required?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will Airport and/or City personnel be requested to provide support services?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If "yes", in what manner (list):		
Other Expected Facility/Site Accommodations:		

Public Safety Services

Describe how you intend to provide Police/Fire/EMS services to support the above type of airshow and operations plan: _____

Campbell County

Please note that Campbell County requires the airshow organizer to obtain a Special Entertainment Permit in order to conduct an airshow. This county permit, however, will not be issued until the City of Lynchburg as airport owner provides written consent as a signatory on a Campbell County Special Entertainment Permit Application. This consent shall not be granted until all requirements of this Lynchburg Regional Airport Airshow and Exhibition Permit Application are submitted and approved.

Section III - PERMIT TERMS AND CONDITIONS

A. Definitions

The following terms, as used in this Permit, shall have the meanings as ascribed to them hereunder.

1. Airport: shall mean Lynchburg Regional Airport located in the City of Lynchburg, County of Campbell, Commonwealth of Virginia.
2. Airshow: shall mean a public entertainment event involving the demonstration of flying skills by various persons and entities occurring on the Airport and in the airspace over and adjacent to the Airport.
3. Airshow Organizer: shall refer to the permit holder as approved under this Airshow and Exhibition application.
4. Common Facilities: shall refer to those public portions of the Airport to which members of the general public will have access.
5. Consent or Approval of City and of Airport Director: where this Agreement calls for the consent or approval of the City, the same shall be in the form of a resolution approved by the City Council as provided by law, or by a written document signed and dated by the City Manager; where the consent or approval of the Airport Director is required, the same shall be evidenced by a written

document dated and signed by him or by a person designated by him to sign such document.

6. Exhibition: shall mean the static display of aircraft and of equipment and paraphernalia related to aviation and other non-aviation displays, together with related support facilities such as concessions, sanitary facilities and emergency medical facilities.

B. Permitted Premises

The Airshow Organizer shall have the right to use the Permitted Premises as shall be shown on Attachment A upon approval and issuance of this permit.

Early Access

In the event that the Airshow Organizer shall deem it necessary to have early access to the Permitted Premises, it may be granted subject to approval by the Airport Director in his sole discretion.

Common Facilities

In addition to the foregoing, the City does hereby grant to Airshow Organizer and to its members and customers access to any common facilities that are part of the approved Permitted Premises.

Limited Rights Granted

The rights granted hereunder to Airshow Organizer shall be limited to the use of the Permitted Premises only and shall not extend to any other part of the Airport without the prior written approval of the Airport Director. Subject to Paragraph E below, during the dates referred to in Article III, Airshow Organizer, in conjunction with the Airport Director, shall have an affirmative obligation to prevent members of the general public from entering the following portions of the Airport: 1) tenant hangars and private buildings unless so allowed by the tenant or the City; 2) the Airport Operation Areas (AOAs), except those portions of the Permitted Premises in the AOA; and, 3) the Aircraft Movement Area.

City Access

Airshow Organizer shall also provide for appropriate access to the Permitted Premises by the Airport Director and designated airport staff, as well as Airport tenants and employees as needed to perform typical business activities during the dates prior to and during the Air Show and Exhibition. No person or activity shall restrict designated City employees and vehicles reasonable access to Airport facilities. At no time shall the Airport Director or airport staff be restricted from any portion of Airport property.

C. Permitted Hours and Dates

The Airshow dates and times approved as part of the Permit Application shall include designated set-up and practice times the week prior as coordinated with, and approved by, the Airport Director.

A reasonable amount of time before and after the show hours, as approved by the Airport Director, will be afforded to the Airshow Organizer for final set up, clean up, parking, shuttle service, and any other necessary activities. At all times, the Airport Director shall have the unconditional right to temporarily interrupt the Airshow and Exhibition, practices, set up or other Airshow activity in order to deal with emergency or operational conditions which might arise on the airport.

D. Airshow Organizer's Responsibilities

It is understood by the Airshow Organizer that, subject to the specific provisions of this Permit, the operation and staging of the Airshow and Exhibition, together with all related activities, is the sole obligation of the Airshow Organizer and not that of the City, and that any undertaking not specifically assumed by the City pursuant to this Permit shall be solely that of the Airshow Organizer; provided, however, nothing in this Permit shall be deemed to be for the benefit of any third party, or to impose any obligation upon the City or Airshow Organizer of any kind whatsoever with regard to any third party.

Airshow Organizer shall be permitted to designate a reasonable amount of space on the Permitted Premises for use by lawful and appropriate vendors, concessionaires or other business ventures upon mutual agreement of both the City and Airshow Organizer. It shall be the responsibility of

Airshow Organizer to give information to the Airport Director verifying that each vendor, concessionaire, or business possesses a valid Commonwealth of Virginia Sales Tax Permit and any licenses or permits required by Campbell County before allowing for the set up or subsequent sales activities of any such sub-contractor. These requirements do not apply to Air Show performers and exhibitors. Upon request of the Airport Director, Airshow Organizer shall provide evidence that all vendors, concessionaires or business ventures meet all minimum Virginia Department of Health requirements and all other requirements as may be required by any applicable laws, codes, or ordinances, in force and which may apply to the Airshow and Exhibition.

E. Control by Airport Director

Regardless of any other provision of this Permit, and to the extent that they are in compliance with all FAA rules and regulations, the Airshow Organizer agrees that the Airport Director shall have the right to take full control of any aspect of the Airshow and Exhibition, or any part of the Permitted Premises, in order to protect or act in the best interest of the Airport, the viewing public, the flying public or the public in general. The Airport Director's authority shall include temporarily delaying or canceling the Airshow and Exhibition. In such an event, the Airport Director may require modifications or additions to the requirements of this Permit, and the Airshow Organizer shall agree to comply with said modifications or additions. Powers granted pursuant to this paragraph shall not be unreasonably exercised.

In addition to the above, the Airport Director shall have sole authority to establish and/or limit the maximum number of spectators that can be accommodated in the public areas of the permitted premises. The Airshow Organizers shall be responsible for determining a method of limiting entry to the permitted premises once the maximum number of spectators has been reached.

It shall be the responsibility of the Airshow Organizer to incorporate into its Operations Plan a method and plan acceptable to the Airport Director to provide for the onsite sheltering or evacuation of spectators in the event of a severe weather event.

F. Construction on Premises

1. In General

With the exception of construction for required arresting gear infrastructure, it is assumed in the granting of this permit that no significant construction upon the Permitted Premises will be undertaken by the Airshow Organizer. It shall be the obligation of Airshow Organizer to inform the Airport Director of any construction to be done by it or any persons or entities operating under it pursuant to this Permit, whether of a temporary or permanent nature, and no such construction shall occur without the Airport Director's prior approval. The Airport Director, at his sole discretion, shall determine whether or not any such construction is deemed significant. In the event that he so deems said construction to be significant, he shall have the right to deny such construction, or condition his approval for that construction by imposing restrictions and/or limitations upon Airshow Organizer, persons operating under its permit, and any contractors or subcontractors doing work pursuant thereto. The limitations may include, but are not limited to, code compliance, plan approval, insurance and bonding requirements, and progress reports. Any such approval shall also contain specific provisions for disposition of any such improvements so constructed or, at the sole discretion of the Airport Director, require that such improvements remain "as is" on the Permitted Premises. If such improvements are not determined to remain, all improvements identified for removal shall be undertaken in such a way that the Permitted Premises will be restored to the condition they were in prior to the construction of any such improvements.

Any costs involved in such construction shall be the responsibility of Airshow Organizer and not that of the City.

2. Hole Drilling and Excavation Prohibited

Airshow Organizer is specifically notified that at a number of locations on the Airport, including upon the Permitted Premises, there exists unmarked underground utilities at locations not known to anyone other than the Airport which pose a hazard to persons or equipment drilling holes, placing stakes, or doing other excavation work on the Permitted Premises, with which contact could lead to personal injury or death. Therefore, no excavation of any kind whatsoever, including hole drilling or stake placement shall be permitted on the Permitted Premises by Airshow

Organizer (or any officer, agent, servant, volunteer or employee of Airshow Organizer) without the prior written approval of the Airport Director or his designee. The marking of the location and size of said excavation or hole on the surface of the ground shall be coordinated with the Airport Director's representative. Any outside contracting expense shall be the responsibility of the Airshow Organizer.

In addition, the drilling of holes, placement of spikes or pegs, or other excavations on any airport paved surface for any purpose, including the erection of tents or similar structures, is prohibited except as expressly approved by the Airport Director.

G. Unescorted Vehicle Access Upon Airport Movement Area

The authority to operate an unescorted vehicle on or within the Airport Movement Area shall be at the sole discretion of the Airport Director and may be permitted only under certain unique operational circumstances. Any such access will be strictly limited, and any Airshow personnel granted such unescorted authority shall comply with all sections of Appendix "A" of Lynchburg Regional Airport's FAR Part 139 Certification Manual. Unescorted movement area authority will only be granted upon successful completion of the Lynchburg Regional Airport's Driver Training Program, and all required insurance as stipulated in this Permit shall be in force. Any vehicle so operated in the movement area or within any runway or taxiway safety area must be equipped with an operating rotating beacon, be marked or numbered, and have a two-way radio capable of transmitting and receiving on 121.9 mhz and 127.65 mhz. Unescorted access to the movement area will require prior approval by the Airport Director or his designee each time such access is desired. Failure to comply with any of the above requirements may result in the revocation of authority for unescorted access on the Airport Movement Area at the sole discretion of the Airport Director.

H. Required Submittals

1. 30 Days Prior

a) FAA Approvals

Airshow Organizer shall provide evidence satisfactory to the Airport Director that all approvals needed for the Airshow and Exhibition from the Federal Aviation Administration required for said Airshow and Exhibition have been obtained.

b) Law Enforcement Officers

Airshow Organizer shall present proof that it has secured commitments for the services of licensed law enforcement officers or departments, and any additional number of trained private security personnel, as deemed sufficient by the City and Airport Police Supervisor, in order to provide and ensure adequate security, crowd control and traffic control during all hours when the Air Show and Exhibition is open to the public, and during applicable practice days.

c) Insurance

Airshow Organizer shall have presented evidence satisfactory to the City Risk Manager that the insurance required pursuant to sub-section K. 2. below has been secured and is in force. No airfield access by Airshow Organizers, vendors, suppliers, contractors or volunteers will be permitted prior to this time without the required insurance approved by the City's Risk Manager and in force.

d) Airshow Operations Plan

The Airshow Organizer shall submit a final, detailed Operations Plan for the Airshow and Exhibition which sets forth the character, nature and location of all physical facilities and personnel related to the presentation of the Airshow and Exhibition. The Operations Plan shall include at least the following items in a form that is reasonably acceptable in detail to the Airport Director:

- (1) An estimated budget for the Airshow in no less detail than that presented to and approved by the Airshow Organizer's board of directors or other oversight committee or organization.

- (2) A list, as current as possible and updated as changed, of the Airshow events, showing the name of the performing entity or individual and a description of the nature of the performance.
 - (3) A list of ticket prices and description of the Airshow Organizer's revenue control system.
 - (4) A plan for the provision of medical services for all hours that the Air Show and Exhibition are open to the general public.
 - (5) A plan for the provision of toilet facilities and sanitation services.
 - (6) A plan for the provision of staffing and volunteer services, including the number of staff and volunteers, sufficient to support the Operations Plan.
 - (7) A plan of vehicle and traffic control for the Airshow and Exhibition.
 - (8) A plan acceptable to the airport director to provide for the onsite sheltering or evacuation of spectators in the event of a severe weather event.
- e) Parking Approvals
- (1) A detailed parking plan for any on-airport airshow public, staff, vendor or performer parking.
 - (2) A detailed bus-shuttle transportation plan for any off-airport parking.

2. 14 Days Prior

The Airshow Organizer shall submit to the Airport Director for review and final approval:

- a) The Airshow aerobatic box, or changes thereto.
- b) All Airshow and Exhibition crowd lines, or changes thereto.
- c) All facilities lay-outs including, but not limited to, concession locations, VIP areas and chalets, aircraft static display locations, aircraft transient parking, all on-airport parking locations and use, portable toilets, or changes thereto.
- d) All bus transportation drop-off and pick-up locations and on-airport routes of travel, or changes thereto, as applicable.
- e) Any other activities related to the Airshow and Exhibition as may occur on airport property.

I. **Cleanup**

1. Cleanup During Airshow

During the Air Show and Exhibition, and each evening following the Airshow and Exhibition, Airshow Organizer shall cause to have the Permitted Premises litter-free of all trash and refuse, shall empty all trash containers, replace/service toilet facilities, and generally cause the Permitted Premises to be presentable.

2. Immediate Cleanup

Immediately following the conclusion of the Airshow and Exhibition, Airshow Organizer shall cause all loose trash and refuse on the Permitted Premises to be picked up and removed there from, and all satellite portable toilet facilities to be marshaled for pick-up at a location approved by the Airport Director. Within 48 hours following the Airshow and Exhibition, Airshow Organizer shall cause all trash and refuse containers on the Permitted Premises placed there for the Airshow and Exhibition to be removed. In addition, Airshow Organizer shall cause all other materials, structures, facilities and any other items of any kind whatsoever placed on the Permitted Premises to be removed therefrom, unless the same was authorized by the Airport Director, and the Permitted Premises returned to the same condition as they were prior to the Airshow and Exhibition.

3. Removal of Portable Toilet Facilities

Within five (5) days following the Airshow and Exhibition, Airshow Organizer shall arrange for all satellite portable toilet facilities to be removed from the Permitted Premises.

4. Failure to Perform Post-Show Cleanup

In the event that Airshow Organizer fails to perform post-show cleanup required by this Article in a timely manner, the Airport Director may promptly employ persons or contractors to perform said work, and Airshow Organizer hereby agrees to promptly reimburse City for all costs so incurred, plus a sum equal to twenty-five percent (25%) of those costs, in order to compensate the City for overhead in pursuing the work.

J. Payments, Deposit, Reports and Record Keeping

1. Airport Use Fee

Airshow Organizer shall pay to the City an Airport Use Fee as determined by the size and type of airshow to be conducted and the number of days held as shown in the Permit Application.

2. Security Deposit

Airshow Organizer will provide to the City a security deposit in the amount of 50% of the amount of the Airport Use Fee, with said deposit being applied as partial payment of the required Airport Use Fee once the Airshow has been completed. In the event the Airshow Organizer's application is denied, or the Airshow is canceled, the Airshow Organizers shall be entitled to a full refund of the Airport Use Fee deposit.

3. Airport Expenses

The Airshow Organizer shall reimburse the City for all added costs incurred by the Airport and arising out of the planning and performance of the Airshow and Exhibition including, but not limited to, payroll, cost of providing equipment and machinery related exclusively to the construction, preparation, alteration or modification of the airport facility and/or grounds as needed to stage the Airshow and Exhibition, plus airport-provided law enforcement for the event, in addition to any emergency costs incurred by the Airport, cleanup costs incurred under sub-section I.4. above, and license fees or taxes incurred pursuant to sub-section J.5. of this Permit. Any expenses not related to airport-provided construction, preparation, alteration, modification, and required or related services of the Airshow and Exhibition, must be approved in advance by Airshow Organizer.

4. Payment Dates

Within forty-five (45) days of the conclusion of the Airshow and Exhibition, the Airport and City will furnish a final, itemized bill setting forth Airport's and City's final expenses. This and any other payments due the Airport and City under this Permit shall be made from Airshow Organizer to City within thirty (30) days of the date of such itemized bill, unless otherwise set out in this Permit.

5. License Fees and Taxes

Airshow Organizer hereby agrees to pay all license or permit fees, taxes and assessments of any kind whatsoever which arise from, or in the course of, the Airshow and Exhibition covered by this Permit.

6. After-Action Review Meeting and Report

Within thirty (30) days of the completion of the Airshow and Exhibition, the Airshow Organizer shall schedule an after-action review meeting to be attended by all key airshow leadership, committee chairs, airport and city management, and any other officials from surrounding jurisdictions as would be appropriate. A written report of such meeting shall be provided to the Airport Director within thirty (30) days of the completion of such after-action review meeting.

7. Reports and Audits

Within sixty (60) days of the Airshow and Exhibition, Airshow Organizer agrees to furnish to the City a financial report in a form no less detailed than that provided, or to be provided, to the

Airshow Organizer's board of directors, or other oversight committee or organization, which contains a summary of the Airshow's Gross Receipts and Expenses. Furthermore, the City shall have the right to perform, or have performed, audits of the Airshow Organizer's books and records, and Airshow Organizer agrees to keep its books and records available for this purpose until at least _____.

K. Indemnity and Insurance

1. Indemnification

In respect to the Permitted Premises and all activities covered by this Permit, the Airshow Organizer shall indemnify and save harmless and provide a defense for the City, its agents, officials, and employees from any and all liability, damages, expenses, causes of action, suits, claims or judgments Including all court costs and legal fees and other costs Incurred in defending such claims, which may accrue against, be charged to, or recovered from or sought to be recovered from the City, its agents, officials, and employees, by reason of or on account of damage to the property of the City and the property of, injury to or death of any person arising from the Airshow Organizer's use and occupancy of the Permitted Premises or the performance of services or the exercise of any rights, pursuant to this Permit, which property damage, personal injury or death is alleged to be due or is due to any wrongful act, omission or negligence on the part of the Airshow Organizer, its agents, employees, or duly authorized representatives; and shall afford the City a reasonable opportunity to investigate any claim against the Airshow Organizer, its agents, employees, or duly authorized representatives. The Airshow Organizer is not required to indemnify, save harmless or provide a defense for the City for the negligent or willful acts or omissions of the City's agents, officials and employees.

2. Insurance.

a) Requirement

In addition to any other insurance coverage required by this Permit (e.g. insurance to cover the damage or loss of property and/or equipment in or on the Permitted Premises), the Airshow Organizer shall obtain and maintain in effect throughout the term of this Permit the following insurance coverage:

- (1) \$5,000,000 Airport General Liability Insurance for bodily injury and property damage.
- (2) \$1,000,000 Automobile Liability combined single limit for all AOA vehicles that are restricted to the Permitted Premises only (licensed for operation on public roads).
- (3) \$5,000,000 Automobile Liability combined single limit for all other AOA vehicles that are permitted access to the Aircraft Movement Area (licensed for operation on public roads).
- (4) Such Worker's Compensation Insurance as is required by the Commonwealth of Virginia.
- (5) All other insurance required by law as may be requested by the Airport Director.

b) Required Provisions

All insurance required by this Permit shall be obtained in accordance with the following:

- (1) The City, its officials and employees shall be named as additional insured under the terms and conditions of the policies covering liability for personal and/or physical injuries (Including death) and property damage.
- (2) Any deductible or self-insured retention applicable to required coverages shall be paid by the Airshow Organizer and the City shall not be required to participate therewith.
- (3) Each of the insurance policies and certificates required herein, except for Worker's Compensation Insurance, shall bear the provision that the insurance company agrees that 30 days prior to cancellation of or reduction in the insurance afforded by the policy, written notice shall be provided to the City's Risk Management Division.

- (4) The insurance required of the Airshow Organizer herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of the Airshow Organizer and shall not contribute therewith.
- (5) The Airshow Organizer's failure to comply with any reporting provisions of the insurance policies shall not affect coverage provided to the City.
- (6) Neither party hereto shall be liable to the other party or to the insurer of other party claiming by way of subrogation through or under such other party with respect to any loss or damage to the extent that such other party shall be reimbursed or has the right to be reimbursed out of that party's property insurance coverage carried for such other party's protection with respect to such loss or damage, and the parties specifically waive, but only to the extent permitted by provisions of the insurance policy in question, their rights of subrogation as aforesaid. It is further understood and agreed that if either party's insurer does not waive its right of subrogation or the insurer's policy prohibits or does not allow for said waiver of subrogation, then the other party is also relieved of its waiver of subrogation obligation as aforesaid.
- (7) All insurance will be obtained by the Airshow Organizer from insurance companies authorized by Virginia's State Corporation Commission to do business in Virginia.

c) Certificates Required

The Airshow Organizer shall provide the City with Certificates of Insurance confirming the required insurance and coverages and the additional insured endorsement, signed by a person authorized by the insurance company to bind the company to the representations contained therein. Certificates of insurance shall be provided to the City's Risk Management Division by the Airshow Organizer no later than thirty (30) days prior to the Airshow and Exhibition and thereafter within ten (10) days of a request by the City for confirmation of insurance. Said insurance need only be in effect for the period during which Airshow Organizer, and those claiming through it under this Permit, is in possession of, is using, or is upon the Permitted Premises, but no less a period of time than _____ through _____. Airport Director may deny access of Airshow Organizer to the Permitted Premises until such insurance is in effect and the requisite certificates have been provided to him.

d) Subcontractors, Suppliers, Vendors, Concession Providers, etc.

Unless covered by the policy of the Airshow Organizer, all subcontractors, suppliers, equipment operators, vendors, concession providers, etc. of the Airshow Organizer, who perform their services or activities on Airport property, shall be subject to all of the insurance requirements contained within this Permit.

e) Payment of Insurance Premiums

The failure of the Airshow Organizer to maintain all of the insurance coverage required by this Article, or to pay all of the insurance premiums when due and payable, shall be grounds for the immediate termination of this Permit, without any prior notice by the City.

f) Liability to the City

The Airshow Organizer's liability to the City under this Article shall not be limited to the amounts of the insurance coverage provided herein.

g) Modification of Insurance Requirements

The City reserves the right to review and/or modify the insurance requirements herein prior to any renewal or extension of this Permit.

h) Increased Coverages

The City reserves the right to require Airshow Organizer to increase the coverages set forth above and to provide evidence of such increased insurance coverage.

L. Airport Security Program

The Airshow Organizer agrees to comply, at all times, with the Airport's Security Program (ASP) and requirements, as applicable. The ASP is set forth in writing and relevant section(s) will be provided to the Airshow Organizer as applicable. The Airshow Organizer shall, in conducting its activities and operations in or about the Permitted Premises and the Airport, be responsible for compliance with the ASP, and shall be liable for and shall pay any Transportation Security Administration (TSA) fine or fee imposed on the City as the result of, or in connection with, the Airshow Organizer's failure to comply with the ASP as applicable. In accordance with the Airport Security Program required by TSA Regulations, the Airshow Organizer agrees to assume authority and responsibility for any vehicular access in and around the Permitted Premises in compliance with the Airport Security Plan, as applicable.

M. Potentially Hazardous Substances

1. Except as otherwise provided herein, the Airshow Organizer warrants that they shall keep the Permitted Premises free of all environmental, health or safety hazards and/or nuisances of any kind whatsoever. In addition, except as otherwise provided herein, the Airshow Organizer will not make or allow to be made any change in usage, additions, or improvements in, on or to the Permitted Premises which will result in the presence or release of Hazardous Materials on the Permitted Premises.
2. The Airshow Organizer shall be required to obtain, maintain and comply with all permits, authorizations and registrations required by law for its operations on the Permitted Premises.
3. The City reserves the right to enter the Permitted Premises, at any time, to determine whether the Airshow Organizer is complying with the terms and conditions of this Article.
4. The Airshow Organizer shall furnish, upon the reasonable request of the City, all report(s), assessment(s) or other document(s) satisfactory to the City showing, to the extent the Permitted Premises are being used and/or have been used by it for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Materials, that the Airshow Organizer is in compliance with any applicable federal, state, or local laws, regulations, or ordinances.
5. The Airshow Organizer shall immediately furnish to the City's Airport Director written notice of any and all releases of hazardous wastes or substances whenever such releases also are required to be reported to any federal, state, or local authority, and shall pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. The Airshow Organizer shall also provide the Airport Director with copies of any and all reports resulting from tests on Airport property or made to any governmental agency, which relate to Airport property.
6. The Airshow Organizer shall be responsible, at its sole cost, for the prompt and proper collection and disposal of all toxic or hazardous wastes created, used or released by it or by those claiming through it under this Permit, as well as for petroleum product wastes so created, used or released.
7. The City shall have the right, but not the obligation, to enter onto the Permitted Premises and to take such actions as it reasonably deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any of the events described above, which, if true, could result in an order, suit or other action against the City affecting any part of the demised property by any governmental agency or otherwise which, in the sole opinion of the City, could jeopardize the City. All costs and expenses incurred by the City in the exercise of any such right

shall be payable by the Airshow Organizer upon demand.

8. Regardless of the City's acquiescence, and in addition to indemnification provisions contained elsewhere in this Permit, the Airshow Organizer shall, from the date of this Permit, defend, indemnify, and hold the City of Lynchburg, its agents, officials, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of the Airshow Organizer's violation of this Article, and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. The Airshow Organizer further covenants and agrees to reimburse the City, and to hold the City, its agents, officials, and employees, harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the City, after the date of execution of this Permit, as a result of the Airshow Organizer's use, release, leakage, spillage, discharge or disposal of any petroleum product, hazardous substance, material or waste, onto the ground or into the water or air. The provisions of this paragraph shall have no impact whatsoever on the Airshow Organizer's indemnification obligations to the City under any other Permit between the Airshow Organizer and the City.

N. Rights Reserved by the City

The City, in addition to any other rights herein retained by it, specifically reserves the following privileges:

1. The City's Airport Director, or his designee, is hereby designated as the official representative for the enforcement of all provisions of this Permit with full power to represent the City in its dealings with the Airshow Organizer in connection with the rights herein agreed.
2. All actions related to policy determination, authorization of assignment or sublets of this Permit, or other similar matters affecting the terms of this Permit, shall emanate from the Council of the City of Lynchburg or its designee.
3. The City reserves the right to enter upon the Permitted Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Permit.
4. The City reserves the right to enter upon the Permitted Premises at any time in case of emergency.
5. The City reserves the right to take any action it considers necessary to protect the area of approaches of the Airport against obstruction, together with the right to prevent the Airshow Organizer from erecting, or permitting to be erected, any structure on the Permitted Premises, which, in the opinion of the City, would limit the usefulness of the Airport, or constitute a hazard to aircraft. This right Includes:
 - a) Prohibiting the erection of structures or growth of natural objects that would constitute an obstruction to air navigation, and
 - b) Prohibiting any activity on the land that would interfere with or be a hazard to the flight of aircraft over the land or to and from the Airport or interfere with air navigation and communication facilities serving the Airport.
6. The City reserves the right to control all Airport operations, including the right to designate the take-off and landing location of the Airshow Organizer's aircraft or helicopter(s), aircraft or balloons. The right to control Airport operations shall include, without necessarily being limited to, the following: the right to close any airport facility(ies), without any liability to the Airshow Organizer for the consequences of any the closing, when it deems such closing to be reasonably necessary for the maintenance, repair or development of any Airport property or facility(ies) and/or for the safety of the general public. This right shall also include the right to reserve adequate apron area for the landing, unloading and parking of aircraft at the Airport. All privileges and rights to the use of the Airport, other than those specifically granted to the Airshow Organizer

within this Permit, are hereby reserved to the City.

7. No exercise of any rights reserved to the City by this Article shall be construed as an eviction of the Airshow Organizer, nor shall such exercise be grounds for any abatement of rentals, fees or charges provided for by this Permit, nor shall such exercise be grounds for any claim or demand for damages, of any nature whatsoever.
8. Airshow Organizer hereby agrees and acknowledges that it has examined the Permitted Premises and is aware of its condition, and accepts the same as is without any warranties of any kind whatsoever, expressed or implied, from City as to the fitness of the facilities for the purposes of holding the Air Show and Exhibition.
9. Cancellation of the Airshow. The City shall have the right to cancel the Airshow without any liability to the Airshow Organizer if the United States Government, or the Commonwealth of Virginia, request the use of the airport property for military or national use. In the event the Airshow is cancelled pursuant to this provision, the Airshow Organizer shall not have any claim or demand for damages, of any nature whatsoever, against the City, the Airport or their officials, employees or agents.

O. Default, Termination and Personal Guarantees

1. Rights Upon Default

If at any time Airshow Organizer shall be in default, as defined in this Article, with regard to the requirements of this Permit, the City may, at its sole discretion, determine thereafter to:

- a) Terminate this Permit upon written notice in the manner hereinafter provided for and refuse to allow Airshow Organizer to have access to the Permitted Premises.
- b) Assume control of the production of the Air Show and Exhibition, in which event, Airshow Organizer shall immediately produce copies of all agreements of any kind whatsoever with any third parties related directly or indirectly in any way to the Air Show and Exhibition. City may at any time prior to said Air Show and Exhibition demand, and Airshow Organizer hereby agrees that it shall, assign any such agreement to City for its benefit without costs to City.
- c) Retain the security deposit set forth in sub-section J.2. above.
- d) Have and exercise any and all other rights and remedies including injunctive relief, ejectment or summary proceedings for a lawful detainer, and any or all legal and equitable remedies, actions and proceedings.

2. Default Defined

For the purposes of this Article only, Default shall be defined when any of the following circumstances exist:

- a) Airshow Organizer fails to abide by any of the terms or conditions of this Permit.
- b) If a petition for reorganization of Airshow Organizer or its arrangements of its unsecured debts shall be filed.
- c) If Airshow Organizer shall be adjudicated bankrupt.
- d) If a receiver or trustee of Airshow Organizer's property shall be appointed by any court.
- e) If Airshow Organizer shall make a general assignment for the benefit of creditors.
- f) If all of the interests of Airshow Organizer and its property shall be taken by garnishment, attachment, execution or other process of law.
- g) If, in the City's opinion, Airshow Organizer is in default of any provision in this Article, the City will notify Airshow Organizer in writing, and Airshow Organizer will have a reasonable time to cure the default.

3. City Assumption of Control

In the event that Airshow Organizer shall fail to perform any of its obligations pursuant to this Permit within the periods of time required, City shall have the option, but not the obligation, of performing or causing to be performed through third parties those obligations of those Articles with respect to which Airshow Organizer is in default. In the event that City exercises this option, Airshow Organizer hereby agrees to reimburse City for all direct and indirect costs incurred by City in so curing the default of Airshow Organizer, plus a sum equal to twenty-five percent (25%) of all such costs for City's overhead in so curing said default.

4. Remedies Cumulative

All rights and remedies of the City pursuant to this Permit shall be deemed to be cumulative and not exclusive.

5. Nonwaiver

Any waiver of any breach of covenants herein contained to be kept and performed by Airshow Organizer shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

6. Attorneys' Fees and Costs

In the event that City shall prevail in any action or suit or proceeding brought by City to collect any sum due or to become due hereunder or any portion thereof or to take possession of the Permitted Premises or to enforce compliance with this Permit or for the failure to observe any covenant of this Permit, Airshow Organizer hereby agree to pay the City its reasonable attorneys' fees and costs in such action, suit or proceeding.

P. Assignment and Sublicensing

1. Assignment in General

Airshow Organizer shall not assign or transfer, in whole, part or in any manner, this Permit or sell or transfer any interest herein, or permit the foregoing to become transferred by operation of law or otherwise do or suffer any acts to be done whereby the same may be or becomes assigned in whole or in part unless the written consent of the City in its sole discretion is first obtained in each and every case of such assignment or transfer as shall from time to time occur or be desired, except as set forth in Paragraph 2 below. It is expressly agreed by the parties that a change in the ownership of the Airshow Organizer, if any, shall be deemed to be as assignment hereunder. It is further expressly agreed by Airshow Organizer that in the event permission is granted by the City as herein provided, any assignee or sub-licensee shall be required to assume and agree to perform the covenants of this Permit and notwithstanding any such assignment, Airshow Organizer shall be and remain liable for the payment of all sums hereunder and the performance of all covenants and conditions of this Permit.

2. Sub-licensing

It is expressly agreed between the parties that Airshow Organizer shall have the right to sublicense activities related to the Airshow and Exhibition including, but not limited to, concessions, exhibitions, solicitations for charitable purposes and other related activities. Such agreements shall be in writing and copies of executed agreements provided to the Airport Director at least twenty (20) days prior to the Air Show and Exhibition.

Q. Signs and Advertising

Airshow Organizer shall not erect, install or operate, or cause or permit to be erected, installed or operated, any signs on the Permitted Premises without the consent of the Airport Director, and all costs associated with such installation shall be borne solely by Airshow Organizer or its sub-licensees. Airshow Organizer shall not use the Airport's or City's name, logo, or mark in any advertising or sign, nor shall it represent that City is involved in producing or sponsoring the event without its written consent.

R. Observance with Laws, Rules and Regulations

Airshow Organizer agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Virginia, City of Lynchburg, County of Campbell and their respective agencies which are applicable to the activities at the Airport, and further agree to observe and comply with all Airport rules and regulations in existence as of the execution of this Permit and which may, from time to time, be promulgated by the United States of America, Commonwealth of Virginia, City of Lynchburg governing the conduct on and operations at the Airport and the use of its facilities as administered by the Airport Director.

S. Property

1. Damage to or Loss of Property

The City shall not be liable for any damage to or loss of any of the Airport Organizer's property or the property of any of its volunteers, agents or representatives which is brought onto the Airport premises, regardless of how such damage or loss may occur. It is expressly agreed and understood that the Airport Organizer, its volunteers, agents or representatives, in bringing their property onto the Airport premises, do so at their own risk.

2. Responsibility for Damage/Destruction

The Airshow Organizer is responsible for any damage to or destruction of the airport property or any of the City's personal property caused by the negligent or willful acts of the Airshow Organizer, its employees, agents, or persons it invites or permits to be on the Airport premises.

3. Restoration of Property

Upon the expiration or termination of this permit, the Airshow Organizer's authority to use the airport premises and the rights herein granted shall cease, and the Airshow Organizer shall promptly vacate the premises after restoring the same to its original condition, ordinary wear and tear excepted.

T. FAA Compliance Provisions

Airshow Organizer does hereby agree to comply with the following requirements of the Federal Aviation Administration (FAA):

1. Federal Aviation Administration (FAA) Sponsor Assurances

Airshow Organizer hereby agrees to operate on the Airport to the benefit of the public, and to:

- a) Furnish good, prompt and efficient service adequate to meet all demands for its services at the Airport;
- b) Furnish said services on a fair, equal and non-discriminatory basis to all users thereof; and,
- c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that Airshow Organizer may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

2. Civil Rights Assurances

Airshow Organizer, for itself, its personal representatives, successors in interests and assigns, as part of the consideration hereof, does hereby covenant and agrees as a covenant running with the license to use the Permitted Premises that:

- a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of said facilities.
- b) That in the construction of any improvements on, over or under such land, and in the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination.
- c) That Airshow Organizer shall use the Permitted Premises in compliance with all requirements

imposed by or pursuant to Title 49 Code Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of Department of Transportation - Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

U. Licensee

Airshow Organizer hereby warrants and represents that, in the performance of its obligations under this Permit, it is acting solely as an independent licensee and in no way, directly or indirectly, is it acting as an agent for the City. Airshow Organizer further agrees that any and all members and employees of Airshow Organizer, or other persons while engaged in the performance of any services required of Airshow Organizer under this Permit, shall not be considered employees or agents of the City, and any and all claims which may or might arise under the Workers' Compensation Act of the Commonwealth of Virginia on behalf of said members or employees or other persons while so engaged, and any and all claims made by third parties as a consequence of any act or omission on the part of Airshow Organizer or of its members, agents and employees or any other persons, while so engaged in any services provided to rendered herein, shall in no way be the obligation or responsibility of the City.

V. Applicable Law

This Permit, together with all of its articles, terms and provisions, is made in the Commonwealth of Virginia and shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

W. Amendments

Any amendment to this Permit shall be in writing and shall be executed by the same parties who executed the original Permit or their successors in office.

X. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Permit.

Y. Notices

Notices to the Airshow Organizer provided for herein shall be sufficient if sent by Certified Mail, postage prepaid, addressed to the President of the Lynchburg Regional Airshow, Inc., or to such other representative persons or addressees as the Airshow Organizer may designate to the City in writing from time to time, at _____, Lynchburg, Virginia _____. Notices to City provided for herein shall be sufficient if sent by Certified Mail, postage prepaid, addressed to the Airport Director, Lynchburg Regional Airport, 350 Terminal Road, Suite 100, Lynchburg, Virginia 24502, or to such other representative persons or addressees as the City may designate from time to time. Such notice or demand shall be deemed to have been given or made when sent by the use of a telegram or when deposited, postage prepaid, in the U.S. Mail.

Z. Entire Permit

This Permit, including all attachments, constitutes the entire Agreement between the City and the Airshow Organizer, and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.