

LOCATION RELEASE, FILMING AND LICENSE AGREEMENT

This Location Release, Filming and License Agreement ("License") is made and entered into as of _____, by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and _____, a _____ corporation ("Licensee"), jointly referred to hereinafter as "the parties". The parties agree as follows:

1. **License.** District, as owner of the Santa Maria Public Airport ("Airport"), and portions thereof described below as the "Property" for the time specified below, grants to Licensee a revocable, non-exclusive and non-transferable license to use the Property and the right to photograph (including without limitation by means of motion picture, still or video device photography) both the real and personal property of District located on the Property, together with the right to refer to the Property or any part thereof by any fictitious name and the right to attribute any fictitious events as occurring on the Property, together with access to and egress from said Property by Licensee's personnel and equipment for the purpose of photographing said Property and/or recording sound for such scenes and Licensee may desire. Licensee shall have no right to use District's name or the name of the Property or to photograph any signs on the Property or other property of District.

2. **Property.** The Property consists _____
_____.

3. **Subordinate to Existing Leases.** This License is subordinate to any and all existing leases, licenses, easements or other agreements between District and any other party. Licensee shall verify with District's General Manager which parties may be impacted, and obtain their written consent prior to entry on the Property.

Licensee shall not disturb, hinder or annoy any tenant of District, or trespass on or across any property leased to any such tenants.

4. **Term.** Licensee may use the Property on _____. Licensee shall vacate the Property no later than _____ p.m. on _____. District reserves the right to terminate this agreement immediately if Licensee fails to comply with any directive of District, FAA or other governmental agency having jurisdiction, or if, in the opinion of District's General Manager, Licensee's activities on or use of the Property or Airport pose a danger to persons or property on or in the vicinity of the Airport.

5. **License Fee.** Licensee shall pay District a license fee of _____ for shooting.

6. **Retakes.** In the event Licensee desires to photograph retakes or other scenes, Licensee may use said Property for such period as may be reasonably necessary therefore, commencing at any time within _____ days of _____, under the same conditions as covered in this License, provided Licensee shall first obtain the prior written

approval of District's General Manager, who may restrict the dates and times of access. Written approval shall be subject to written permission from those tenants under lease to the District who may be impacted by Licensee's activities. District has no obligation to prevent changes of visual significance from occurring on any portion of the Property.

7. Condition of Property.

a. Licensee shall leave the Property in as good condition as when received, reasonable wear and tear excepted. Licensee shall remove all of its material, equipment and personnel from the Property.

b. The right and obligation to remove includes remediation of any pyrotechnic device residue or toxic or hazardous materials (as defined in Exhibit "A", attached hereto and incorporated by this reference) to less than action levels prescribed by the County of Santa Barbara at any site where release of any hazardous or toxic material used by Licensee inadvertently occurred as a result of any of Licensee's or Licensee's agents', successors' or assigns' activities.

8. Indemnity. Licensee shall indemnify, defend (with counsel acceptable to District) and save harmless District, its directors, officers, agents, servants, employees and attorneys from and against all demands, claims, actions, causes of action, damages, losses or liabilities, or expenses of any nature whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit, for death or personal injuries, damages or losses to any person or persons or property suffered or sustained by anyone in, on or about the Property or any part thereof, or any improvements thereon, including any environmental damages (as defined in Exhibit "A"), arising out of or in any way connected with Licensee's activities on the Santa Maria Public Airport or with the use of the Property by Licensee or anyone on or in its behalf, or the construction of any improvements, excluding only those damages attributable to the sole negligence or willful misconduct of District.

9 Insurance. From the date of execution of this License, through and including the date this License may be terminated, Licensee shall keep or cause to be kept in force the following insurance:

a. Commercial General Liability Insurance, including public liability, contractual liability, bodily injury, property damage insurance, and a policy of Airport Liability Insurance, each policy with a combined single limit of bodily injury and property damage liability of \$1,000,000.00 per accident or occurrence. District shall be an additional insured. The policies shall provide that they cannot be canceled or reduced without thirty (30) days prior written notice to District.

b. Automobile and mobile equipment liability insurance, including property damage, with a combined single limit of not less than \$1,000,000.00 per accident

or occurrence. District shall be an additional insured. The policy shall provide that it cannot be canceled or reduced without thirty (30) days prior written notice to District.

c. Aircraft Liability Insurance for each aircraft to be used on or about the Airport, providing bodily injury and property damage insurance, with a combined single limit of \$1,000,000.00 per accident or occurrence.

All insurance policies required hereunder shall be with companies having at least a Best A+10 rating as of the date of issuance of the policy, and shall contain language to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act or negligence of District that might otherwise result in a forfeiture of the insurance, (ii) that the insurer waives the right to subrogation against District and against District's agents and representatives, including District's insurers, (iii) that the policies are primary and non-contributing with any insurance that may be carried by District. Licensee shall furnish District with certificates evidencing the insurance on or before _____. All certificates of insurance required herein, and exclusions from coverage in all policies, and the actual liability policies are subject to the approval of District's District Counsel.

10. **Duplication.** District hereby irrevocably grants to Licensee and its successors the right, in perpetuity, throughout the world, to duplicate and recreate all or a portion of the Property and to use said duplications or recreations in any media and/or manner known or unknown, including without limitation in, and in connection with any motion picture, motion picture studio tour, and/or merchandise in connection with any of the foregoing and/or in connection with any publicity, promotion and/or advertising of same.

11. **Script Changes.** Any script changes which will impact on the physical use of the Property shall be provided to District as soon as possible. District reserves the right to require additional insurance in the event of any change which increases the rise of liability, or to cancel this Agreement.

12. **No Use of District's Personnel or Equipment.** This Agreement is not intended to, and does not cover any use of District's personnel or equipment. Any such use shall be separately compensated.

13. **Licensee's Security Obligations.** Licensee shall provide all security personnel that District deems reasonable necessary to prevent encroachment from the Property onto active airport operating pavements. If during the time Licensee is in possession of the Property, District encounters difficulties in protecting the active airport operating pavements from unauthorized access arising out of Licensee's use of the Property, Licensee shall cease all activities until District determines that Licensee can proceed.

14. **No Obligation to Protect Licensee's Property.** District shall have no

obligation to protect Licensee's property while it is located on the Property. Licensee hereby releases District from any claims for damage to any of its property, however occurring, while located on the Property.

15. **No Requirement to Use Film.** Neither Licensee nor its successors shall be obligated to make any actual use of any photography, recordings, depictions or other references to the Property hereunder in any motion picture or otherwise.

16. **Compliance With Laws.** Licensee shall comply, at its expense, with all FAA regulations and obtain FAA waiver should one be required. Licensee shall also comply with all applicable codes, ordinances, regulations and laws, including but not limited to, requirements for waivers, permits and approvals from various governmental agencies and bodies having jurisdiction. Upon notification by District's General Manager of any violation of FAA regulations not covered by an FAA waiver (if required), Licensee shall immediately cease and desist such violation.

17 **Attorneys' Fees.** In the event that any action is brought by either party against the other party for the enforcement or declaration of any right or remedies in or under this Agreement or for the breach of any covenant or condition of this Agreement, the prevailing party shall be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court therein, including, but not limited to, attorneys' fees.

18. **Waiver.** No waiver or any breach of any of the terms, covenants, agreements, restrictions, or conditions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or other condition.

19 **FAA Rider.** This Agreement is subject to the provisions of the FAA Rider, which is attached as Exhibit "B" and incorporated by this reference.

21. **Interpretation.** This Agreement is to be interpreted in accordance with the laws of the State of California. Any legal action relating to this Agreement shall be brought in the court of appropriate jurisdiction in the County of Santa Barbara, State of California.

21. **Time of Essence.** Time is expressly declared to be of the essence of this Agreement.

22 **Additional Filming.** Should Licensee desire to use the Property for any additional filming, any such use shall be subject to a separate agreement.

23. **Assignment.** This Agreement is not assignable.

24. **Notices.** Any notice required or permitted to be given shall be in writing, addressed as follows:

To District: Santa Maria Public Airport District
General Manager
3217 Terminal Drive
Santa Maria, CA 93455
FAX: 805-922-0677

To Licensee:

Notice shall be deemed delivered forty-eight (48) hours after deposit in the United States Mail, postage prepaid, or at time of personal delivery to an adult employee or agent, or confirmed facsimile transmission.

LICENSEE:

Name of Company.

Dated: _____

President

Secretary

DISTRICT:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

:ADMIN SEC/Contracts/RRG Prod 4 10 00/jf

HAZARDOUS MATERIAL
Definitions

A. HAZARDOUS MATERIAL

Hazardous Material means any substance:

(i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

(iv) the presence of which on the Premises causes or threatens to cause a nuisance upon the Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises; or

(v) the presence of which on adjacent properties could constitute a trespass by; or

(vi) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated bipheynols (PCBs), asbestos or urea formaldehyde foam insulation; or

(viii) without limitation radon gas.

B. ENVIRONMENTAL REQUIREMENTS

Environmental Requirements means all applicable present and future statutes, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Materials", chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
2. All requirements pertaining to the protection of the health and safety of employees or the public.

C. ENVIRONMENTAL DAMAGES

Environmental Damages means all claims, judgments damages, losses, penalties, fines, liabilities (including strict liability) encumbrances, liens, costs, and expenses of investigation and defense of any claims, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of "Hazardous Materials" upon, about, beneath the Premises or migrating or threatening to migrate to or from the Premises, or the existence of a violation of "Environmental Requirements" pertaining to the Premises, regardless of whether the existence of such "Hazardous Materials" or the violation of "Environmental Requirements" arose prior to the present operation of the Premises, and including without limitation:

1. Damages for personal injury, or injury to property or natural resources occurring upon or off of the Premises, (foreseeable or unforeseeable), including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;
2. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Premises or any other property or otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder; and
3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph 2 herein;
4. Diminution in the value of the Premises, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Premises.

RIDER

Rider to lease agreement dated _____, (herein called "this lease") between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and _____, a _____ corporation, (herein called "Tenant") covering the _____ (herein called the "leased premises") at Santa Maria Public Airport (herein called the "Airport").

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Tenant, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the leased premises described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. Tenant for himself, his personal representatives successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the leased premises and 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 subject to discrimination, (3) that Tenant shall use the leased premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate this lease and to reenter and repossess the leased premises and the facilities thereon, and hold the same as if this lease had

never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

EXHIBIT "B"

B-1

4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance District shall have the right to terminate this lease and the estate hereby created without liability therefore or at the election of the District or the United States either or both said governments shall have the right to judicially enforce Provision 4 above.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the leased premises.

7. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant 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. Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

8. District reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. District reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States relative to the development, operation or maintenance of the Airport.

11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned

B-2

Modification or alterations of any present or future building or structure situated on the leased premises.

12. 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).

13. There is hereby reserved to District, 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 leased premises. 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 Airport.

14. Tenant by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased premises above the mean sea level elevation of 291 feet. In the event the aforesaid covenants are breached, District reserves the right to enter upon the leased premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

15. Tenant by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, District reserves the right to enter upon the leased premises and cause the abatement of such interference at the expense of Tenant.

16. This lease 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 said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

B-3