



**SANTA MARIA PUBLIC AIRPORT DISTRICT  
BOARD OF DIRECTORS**

**Thursday  
May 22, 2025**

**Administration Building  
Airport Boardroom  
6:00 P.M.**

**REGULAR MEETING  
A G E N D A**

*This agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2. By listing a topic on this agenda, the Santa Maria Public Airport District has expressed its intent to discuss and act on each item. The Santa Maria Public Airport District welcomes orderly participation at its meetings from all members of the public. This includes assistance under the Americans with Disabilities Act to provide an equally effective opportunity for individuals with a disability to participate in and benefit from District activities. To request assistance with disability accommodation, please call (805) 922-1726. Notification at least 48 hours prior to the meeting would enable the Santa Maria Public Airport District to make reasonable arrangements to ensure accessibility to this meeting.*

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL: Moreno, Adams, Brown, Clayton, Guy**

- 1. MINUTES OF THE REGULAR MEETING HELD MAY 8, 2025**
- 2. COMMITTEE REPORT(S):**
  - a) EXECUTIVE
  - b) ADMINISTRATION & FINANCIAL
  - c) SAFETY & SECURITY
  - d) REAL ESTATE
  - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT
  - f) GOVERNMENT AFFAIRS
  - g) MARKETING & PROMOTIONS
  - h) GENERAL AVIATION
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
  - a) Demand Register
  - b) Budget vs. Actual
  - c) Financial Statements
  - d) Delinquent Tenant Report

5. **PUBLIC SESSION:** Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish a time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
6. **PRESENTATION BY REACH CENTRAL COAST REGARDING MEMBERSHIP OPPORTUNITIES.**
7. **AUTHORIZATION FOR THE GENERAL MANAGER TO PROVIDE AN ANNUAL SPONSORSHIP AND SERVE AS THE PRIMARY MEMBER FOR THE REACH COUNCIL.**
8. **RESOLUTION 944. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT AMENDING RATES AND CHARGES FOR 2025/2026 FISCAL YEAR.**
9. **AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE THE UPGRADES, SCOPE AND/OR SCHEDULE CHANGE ACKNOWLEDGEMENT 2 BETWEEN THE DISTRICT AND FFP BTM SOLAR, LLC.**
10. **AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE THE CHANGE ORDER FOR THE U.S. CUSTOMS UPGRADES: BUILDING & SITE CIVIL BETWEEN THE DISTRICT AND NEWTON CONSTRUCTION & MANAGEMENT, INC.**
11. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE REVOCABLE PERMIT AGREEMENT BETWEEN THE DISTRICT AND SKYDIVE SANTA BARBARA, LLC.**
12. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE REVOCABLE LICENSE AGREEMENT BETWEEN THE DISTRICT AND VALLEY ART GALLERY FOR THE DISPLAY AREA IN THE TERMINAL.**
13. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
  - a) Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379)
  - b) Conference with Real Property Negotiators: 3249 Terminal Drive, Suite 110, Santa Maria, CA 93455. Agency negotiators: General Manager and District Counsel. Negotiating parties: Milt Guggia Enterprises, Inc. dba Pepper Garcias's. Under Negotiation: Terms of lease (Gov. Code Section 54956.8).
14. **DIRECTORS' COMMENTS.**
15. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD  
MEETING OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT  
DISTRICT HELD MAY 8, 2025

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 6:00 p.m. Present were Directors Moreno, Adams, Brown, Guy, and Clayton. General Manager, Pehl, Manager of Finance & Administration Reade, and District Counsel Cheung.

1. MINUTES OF THE REGULAR MEETING HELD April 24, 2025. Director Clayton made a Motion to approve the minutes of the regular meeting held April 24, 2025. Director Adams Seconded, and it was carried by a 4-0 vote. Director Brown abstained.
2. COMMITTEE REPORT(S):
  - a) EXECUTIVE – The committee met to set the agenda.
  - b) ADMINISTRATION & FINANCIAL – No meeting scheduled.
  - c) SAFETY & SECURITY – No meeting scheduled.
  - d) REAL ESTATE – No meeting scheduled
  - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT– No meeting scheduled.
  - f) GOVERNMENT AFFAIRS – No meeting scheduled.
  - g) MARKETING & PROMOTIONS – No meeting scheduled.
  - h) GENERAL AVIATION – No meeting scheduled.
3. GENERAL MANAGER’S REPORT: General Manager Pehl updated the Board on the Mass Casualty Incident drill that took place on the 1<sup>st</sup>. He also notified the Board of the runway project that is currently out to bid.
4. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
  - a) Demand Register. The Demand Register, covering warrants 073664 through 073694 in the amount of \$189,199.14, was recommended for approval as presented. Director Clayton made a Motion to accept the Demand Register as presented. Director Adams Seconded, and it was carried by a 5-0 vote.
  - b) Budget Deviation. The budget deviation was recommended for approval. Director Adams made a Motion to approve with a change from office supplies to shop supplies for #4. Director Clayton Seconded and it was carried by a 5-0 vote.
5. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each

meeting. The Board has established a three-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

Alan Jones, Sunwest Aviation, spoke regarding his desire to move his flight school to SMX.

6. Presentation by Forefront Power regarding District solar project. The Board requested a committee meeting be set to discuss further.
7. Mandatory report on status of vacancies and recruitment (AB 2561). A public hearing was held and closed.
8. Authorization for the President and Secretary to execute a Service Agreement between the District and Aviation Management Consulting Group for an Airport Rent Study and authorization for the General Manager to execute Statements of Work under the Agreement. Director Adams made a Motion to approve. Director Clayton Seconded, and it was carried by a 5-0 vote.
9. Resolution 944. A Resolution of the Board of Directors of the Santa Maria Public Airport District amending rates and charges for 2025/2026 fiscal year. This item was tabled until the next meeting.
10. Resolution 945. A Resolution of the Board of Directors of the Santa Maria Public Airport District approving salaries and salary increases for District employees for fiscal year 2025/2026. Director Brown made a Motion to approve. Director Clayton Seconded, and it was carried by the following roll call vote. Directors Moreno, Adams, Brown, Guy, and Clayton voted "Yes".
11. Authorization for the General Manager to execute the Letter of Authorization and the President and Secretary to execute the Third Amendment to Option and Lease Agreement between the District and New Cingular Wireless PCS, LLC, A Delaware Limited Liability Company, Successor in Interest to Santa Barbara Cellular Systems, LTD, A GA Limited Liability Partnership, DBA AT&T Wireless Services subject to review and approval by District Counsel. Director Brown made a Motion to approve. Director Clayton Seconded, and it was carried by a 5-0 vote.
12. Authorization for the General Manager to execute the Change Order for the U.S. Customs Upgrades: Building & Site Civil between the District and Newton Construction & Management, Inc. Director Adams made a Motion to approve. Director Clayton Seconded, and it was carried by a 5-0 vote.
13. Authorization for one staff member to attend the National Transportation Safety Board Transportation Disaster Assistance Division's Initial Response Phase Airport Investigation and Family Assistance Operations Overview course to be held June 26, 2025, in Washington, DC. Director Adams made a Motion to approve. Director Guy Seconded, and it was carried by a 5-0 vote.
14. Closed Session. This item was tabled.
15. Directors' Comments. Directors Moreno, Adams, and Guy had no comment.  
  
Director Brown asked for a committee meeting to discuss ARFF.  
  
Director Clayton reiterated his previous comments about the District moving in the right direction.
16. Adjournment: President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on May 22, 2025, at the regular meeting place. Director Adams made that Motion, Director Brown Seconded, and it was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 6:55 p.m. on May 8, 2025.

---

Ignacio Moreno, President

---

Steven Brown, Secretary

**2024-2025**

**DEMAND REGISTER  
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 073695 to 073727 and electronic payments on Pacific Premier Bank and in the total amount of \$113,391.50.

---

MARTIN PEHL  
GENERAL MANAGER

---

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 073695 to 073727 and electronic payments on Pacific Premier Bank in the total amount of \$113,391.50 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

---

VERONEKA READE  
MANAGER OF FINANCE AND ADMINISTRATION

---

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF MAY 22, 2025.

---

STEVE BROWN  
SECRETARY

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
* 73695	5/15/2025	ADB SAFEGATE Americas LLC	\$1,561.46	Signs - Landing Area
* 73696	5/15/2025	Advantage Answering Plus	\$412.52	Answering Service
* 73697	5/15/2025	American Assn of Airport Exec	\$495.00	Digicast 7/1/25 - 9/30/25
* 73698	5/15/2025	AT&T	\$138.98	Telephone Service
* 73699	5/15/2025	C.J. Brown & Company, CPAs	\$630.00	Annual Audit
* 73700	5/15/2025	Central City Tool Supply, Inc.	\$32.56	Shop Supplies
* 73701	5/15/2025	Coast Networx	\$210.00	Network Support Services
* 73702	5/15/2025	Coffman Associates	\$2,122.00	WHMP Update
* 73703	5/15/2025	Comcast	\$1,405.02	Cable/Internet/Digital Voice
* 73704	5/15/2025	Comcast Business	\$2,216.60	Internet Service
* 73705	5/15/2025	Digital West	\$950.65	Network Services - Terminal
* 73706	5/15/2025	Fence Factory	\$135.70	Fencing and Gates
* 73707	5/15/2025	Fenton, Kerry	\$804.11	Travel Reimbursement
* 73708	5/15/2025	GCP WW Holdco LLC	\$114.17	Uniforms
* 73709	5/15/2025	Gsolutionz, Inc.	\$91.70	GPS Cloud Services
* 73710	5/15/2025	JD Humann Landscaping, Inc	\$4,955.00	Landscaping - Terminal
* 73711	5/15/2025	Lowe's	\$62.89	Terminal Maintenance
* 73712	5/15/2025	MarTeeny Designs	\$550.00	Website Maintenance
* 73713	5/15/2025	Mission Linen Service	\$311.52	Uniform Service
* 73714	5/15/2025	Napa Auto Parts	\$19.55	Vehicle Maintenance
* 73715	5/15/2025	National Business Aviation Assoc., Inc.	\$475.00	Membership Dues
* 73716	5/15/2025	Omiotek, Samuel	\$160.00	Tenant Refund
* 73717	5/15/2025	Pacific Telemanagement Services	\$463.00	Pay Phone Svcs - Terminal
* 73718	5/15/2025	ReNewell Fleet Service	\$425.21	Vehicle Maintenance - ARFF
* 73719	5/15/2025	Santa Maria Valley Crop Service	\$4,107.22	Weed Abatement Chemicals
* 73720	5/15/2025	SB County Air Pollution	\$614.00	Diesel Emergency Engines Permit
* 73721	5/15/2025	Shred 2 You, Inc.	\$306.63	Shredding Services
* 73722	5/15/2025	Smith's Alarms & Electronics Inc.	\$630.00	Electronic Security System
* 73723	5/15/2025	Sousa Tire Service, LLC	\$140.45	Vehicle Maintenance
* 73724	5/15/2025	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
* 73725	5/15/2025	U.S. Bank Equipment Finance	\$558.39	RICOH Printer Lease
* 73726	5/15/2025	U.S. Dept. of Agriculture	\$883.79	Wildlife Abatement Program
* 73727	5/15/2025	VTC Enterprises	\$84.00	Trash - Paper Recycling
Subtotal			<u>\$26,342.12</u>	
ACH	5/7/2025	Frontier	\$300.61	Telephone Service
ACH	5/8/2025	Paychex	\$30,259.19	Payroll
ACH	5/8/2025	Paychex	\$8,294.91	Payroll Taxes

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	5/8/2025	Ultrex	\$16.72	Equipment Lease - Usage Charge
ACH	5/8/2025	PG&E	\$19,197.23	Terminal/Admin/Hangar Electricity
ACH	5/9/2025	Paychex	\$200.49	Paychex Invoice
ACH	5/12/2025	Empower Retirement	\$5,572.70	Employee Paid Retirement
ACH	5/12/2025	CalPers	\$15,806.27	Employee Health Insurance
ACH	5/12/2025	Frontier	\$1,126.08	Telephone Service
ACH	5/13/2025	De Lage Landen	\$83.74	Copier
ACH	5/13/2025	Pacific Premier Bank	\$174.35	Analysis Activity
ACH	5/16/2025	Clark Pest Control	\$3,240.75	Weed/Wildlife Abatement
ACH	5/16/2025	PG&E	\$1,943.86	Terminal/Admin/Hangar Electricity
ACH	5/16/2025	The Gas Company	\$832.48	Utilities - Gas
Subtotal			<u>\$87,049.38</u>	
Total			<u><u>\$113,391.50</u></u>	



**Santa Maria Public Airport District**

**Budget vs. Actual - YTD**

**As of April 30, 2025**

	<u>YTD</u>	<u>YTD BUD</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
61000-Landing fees	57,786.86	75,000.00	(17,213.14)	(23.0 %)
61100-Tiedowns	22,912.00	23,750.00	(838.00)	(3.5 %)
61200-Fuel Flowage Fees	95,974.38	83,333.34	12,641.04	15.2 %
62000-T-Hangar	489,243.00	516,695.00	(27,452.00)	(5.3 %)
62100-Corporate Hangar	352,269.00	363,261.68	(10,992.68)	(3.0 %)
62200-Owner Build Hangar	19,970.00	19,970.00	0.00	.0 %
63000-T-Hangar Storage	41,859.00	42,916.68	(1,057.68)	(2.5 %)
64100-Main Hangar	117,520.00	117,500.00	20.00	.0 %
64200-Commercial Aviation	391,829.61	330,833.34	60,996.27	18.4 %
64300-Land Lease - Commercial Aviation	82,002.00	82,166.68	(164.68)	(.2 %)
65000-Car Rental	145,690.58	162,500.00	(16,809.42)	(10.3 %)
65100-Terminal Space Lease	142,640.25	142,500.00	140.25	.1 %
66100-Agricultural Lease	1,312,673.04	1,514,033.34	(201,360.30)	(13.3 %)
66200-Non Aviation Land Leases	341,396.10	340,833.34	562.76	.2 %
66300-Cell Tower Lease	50,500.00	50,500.00	0.00	.0 %
66400-Mobile Home Parks	457,629.87	465,833.34	(8,203.47)	(1.8 %)
67000-Administrative Income	24,403.03	18,333.34	6,069.69	33.1 %
67210-Leo Reimbursement	0.00	5,833.34	(5,833.34)	(100.0 %)
69100-Interest and Investment Earnings	238,237.77	208,333.34	29,904.43	14.4 %
69110-AIP Reimbursement	19,545.00	0.00	19,545.00	.0 %
69120-PFC Revenue	41,945.95	54,166.66	(12,220.71)	(22.6 %)
69200-Tax Revenues	2,254,422.73	2,021,666.68	232,756.05	11.5 %
Total Income	6,700,450.17	6,639,960.10	60,490.07	.9 %

80000-G&A	13,666.20	11,666.68	1,999.52	17.1 %
80001-MHP - Maintenance	11,192.13	25,833.34	(14,641.21)	(56.7 %)
80002-MHP - MHP Liability Insurance	15,281.66	11,666.68	3,614.98	31.0 %
80003-MHP - Property Management	21,150.00	23,500.00	(2,350.00)	(10.0 %)
80004-MHP - Salaries/ Employee Related Expenses	100,477.85	106,666.68	(6,188.83)	(5.8 %)
80005-MHP - Utilities	180,438.66	166,666.68	13,771.98	8.3 %
80100-Salaries- Administration	409,734.03	435,000.00	(25,265.97)	(5.8 %)
80101-Salaries - Maintenance & Operations	437,126.14	454,833.34	(17,707.20)	(3.9 %)
80102-Employee Benefits - Other	51,550.58	47,500.00	4,050.58	8.5 %
80104-Employee Benefits - Medical	232,513.19	235,833.34	(3,320.15)	(1.4 %)
80105-Medicare Tax	14,125.09	12,916.68	1,208.41	9.4 %
80106-PERS Retirement	284,394.06	295,666.68	(11,272.62)	(3.8 %)
81000-ARFF Services	745,030.00	827,500.00	(82,470.00)	(10.0 %)
81100-Electricity	227,236.94	194,583.38	32,653.56	16.8 %
81200-Natural Gas	8,662.63	9,500.04	(837.41)	(8.8 %)
81300-Water	86,831.20	91,666.70	(4,835.50)	(5.3 %)
81600-Communications	64,537.02	66,895.84	(2,358.82)	(3.5 %)
81601-Communications - Alarm	14,620.97	13,000.00	1,620.97	12.5 %
81602-Communications - Wireless	15,283.32	14,916.68	366.64	2.5 %
81603-Communications - Access Control	1,023.45	1,083.34	(59.89)	(5.5 %)
82400-Supplies Office	21,575.71	36,666.70	(15,090.99)	(41.2 %)
82410-Supplies Shop	33,591.72	30,013.34	3,578.38	11.9 %
82420-Supplie- Fire Fighting	60,829.81	50,691.68	10,138.13	20.0 %
82500-Fuel Expense	24,066.37	38,333.34	(14,266.97)	(37.2 %)
83000-Maintenance - Misc	9,945.94	17,750.04	(7,804.10)	(44.0 %)
83001-Maintenance - Lighting	18,400.05	22,083.36	(3,683.31)	(16.7 %)
83002-Maintenance - Generator	4,925.67	6,250.02	(1,324.35)	(21.2 %)
83003-Maintenance - Pavement	13,173.85	28,333.36	(15,159.51)	(53.5 %)
83004-Maintenance - Weed/Wildlife	52,879.66	50,000.00	2,879.66	5.8 %
83005-Maintenance - Fencing & Gates	9,208.24	16,083.38	(6,875.14)	(42.7 %)
83006-Maintenance - Building	61,935.68	63,089.20	(1,153.52)	(1.8 %)
83007-Maintenance - Fire Alarm	3,980.02	5,333.34	(1,353.32)	(25.4 %)
83008-Maintenance - Drainage	2,119.40	12,500.02	(10,380.62)	(83.0 %)
83100-Signs	4,434.62	7,083.36	(2,648.74)	(37.4 %)
84000-Equipment Lease	8,340.33	8,333.34	6.99	.1 %

84500-Janitorial	115,455.00	115,318.36	136.64	.1 %
84700-Landscaping	52,822.90	61,652.52	(8,829.62)	(14.3 %)
85000-Vehicle Maintenance	40,401.88	64,166.66	(23,764.78)	(37.0 %)
85400-Dues and Membership	75,911.23	62,500.00	13,411.23	21.5 %
86000-Advertising	14,834.63	41,666.68	(26,832.05)	(64.4 %)
86001-Consulting - Admin	108,130.20	97,220.00	10,910.20	11.2 %
86002-Consulting Professional	315,726.55	322,237.50	(6,510.95)	(2.0 %)
86003-Consulting - Legal	243,675.89	222,916.68	20,759.21	9.3 %
86004-Consulting - Security	338,432.56	409,166.68	(70,734.12)	(17.3 %)
86005-Bank Fees	727.83	2,000.00	(1,272.17)	(63.6 %)
86006-Computer Software	164,768.77	146,586.68	18,182.09	12.4 %
86007-Customs	0.00	104,166.68	(104,166.68)	(100.0 %)
86015-Depreciation - Hangar Area	0.00	22,500.00	(22,500.00)	(100.0 %)
86025-Depreciation - Landing Area	0.00	1,666,666.68	(1,666,666.68)	(100.0 %)
86035-Depreciation - FBO	0.00	20,833.34	(20,833.34)	(100.0 %)
86045-Depreciation - Revenue Gen Land	0.00	196,666.68	(196,666.68)	(100.0 %)
86055- Depreciation - Terminal Area	0.00	326,666.68	(326,666.68)	(100.0 %)
86100-Depreciation - Administration	0.00	37,500.00	(37,500.00)	(100.0 %)
86200-Insurance	344,997.75	371,666.68	(26,668.93)	(7.2 %)
86500-Permits	6,216.83	10,000.00	(3,783.17)	(37.8 %)
86600-Education and Recognition	8,710.34	19,395.84	(10,685.50)	(55.1 %)
86700-Business Travel	19,869.02	25,000.00	(5,130.98)	(20.5 %)
86800-Fire Fighting Training	0.00	22,500.00	(22,500.00)	(100.0 %)
86900-Election Expense	30,622.60	25,519.18	5,103.42	20.0 %
88001-Airfest Expense - Sponsorship	75,000.00	62,500.00	12,500.00	20.0 %
88009-Airfest Expenses- Miscellaneous	1,054.08	0.00	1,054.08	.0 %
88609-Conservation Easement	2,017,870.16	1,729,386.68	288,483.48	16.7 %
Total Expenses	7,239,510.41	9,625,840.76	(2,386,330.35)	(24.8 %)
Net Income	(539,060.24)	(2,985,880.66)	2,446,820.42	25.7 %

**Santa Maria Public Airport District**  
**Profit & Loss**  
**As of April 30, 2025**

	YTD	PTD	PTD AVG	% AVG/PTD
Revenues from Operations				
Landing Area				
Landing fees and tiedowns	80,698.86	4,291.85	8,069.89	188.0 %
Fuel flowage fees	95,974.38	0.00	9,597.44	
Subtotal	176,673.24	4,291.85	17,667.33	411.6 %
Hangar area				
T-Hangar	489,243.00	50,260.00	48,924.30	97.3 %
Corporate T-Hangars	352,269.00	36,129.00	35,226.90	97.5 %
T-Hangar Storage Units	41,859.00	4,219.00	4,185.90	99.2 %
Owner Build Hangars	19,970.00	1,997.00	1,997.00	100.0 %
Subtotal	903,341.00	92,605.00	90,334.10	97.5 %
FBO Area				
Main Hangar	117,520.00	11,752.00	11,752.00	100.0 %
Commercial Hangars	391,829.61	32,185.10	39,182.96	121.7 %
Land Leases	82,002.00	8,184.00	8,200.20	100.2 %
Subtotal	591,351.61	52,121.10	59,135.16	113.5 %
Terminal Area				
Car Rental	145,690.58	10,809.42	14,569.06	134.8 %
Terminal Space Lease	142,640.25	14,223.31	14,264.03	100.3 %
TSA LEO Reimbursement	0.00	0.00	0.00	
Subtotal	288,330.83	25,032.73	28,833.09	115.2 %
Revenue generating land				
Non Aviation Land Leases	341,396.10	34,503.75	34,139.61	98.9 %
Agricultural Leases	1,312,673.04	154,563.25	131,267.30	84.9 %
Cell Towers	50,500.00	5,050.00	5,050.00	100.0 %
Airport Mobile Home Park	457,629.87	31,000.00	45,762.99	147.6 %
Subtotal	2,162,199.01	225,117.00	216,219.90	96.0 %
Administrative				
Badging Income			0.00	
Miscellaneous Income	24,403.03	1,583.00	2,440.30	154.2 %
Plans and Specs	0.00	0.00	0.00	
Cares Grant Revenue	0.00	0.00	0.00	
Subtotal	24,403.03	1,583.00	2,440.30	154.2 %
Total Revenue from operations	4,146,298.72	400,750.68	414,629.88	103.5 %

**Santa Maria Public Airport District**  
**Profit & Loss**  
**As of April 30, 2025**

	YTD	PTD	PTD AVG	% AVG/PTD
Operating Expenses:				
Landing Area	112,911.39	22,939.91	11,291.14	49.2 %
Hangar Area	89,181.48	7,735.24	8,918.15	115.3 %
FBO Area	84,386.91	5,768.23	8,438.69	146.3 %
Terminal Area	373,742.28	20,239.58	37,374.23	184.7 %
Revenue generating land	360,489.08	1,182.65	36,048.91	3048.1 %
Salaries and Benefits	1,428,092.24	139,071.82	142,809.22	102.7 %
Utilities	138,347.01	7,130.88	13,834.70	194.0 %
Supplies	139,506.97	(3,126.10)	13,950.70	(446.3) %
Maintenance and Repairs	74,186.82	9,546.07	7,418.68	77.7 %
Contractual Services	760,117.03	32,778.02	76,011.70	231.9 %
Real Estate Commission	0.00	0.00	0.00	
ARFF Services	745,030.00	0.00	74,503.00	
Security Services	338,432.56	11,254.88	33,843.26	300.7 %
Dues and Subscriptions	75,911.23	0.00	7,591.12	
Advertising	14,834.63	2,500.00	1,483.46	59.3 %
Depreciation	0.00	0.00	0.00	
Insurance	344,997.75	(3.00)	34,499.78	
Election Expense	30,622.60	0.00	3,062.26	
Business Travel	19,869.02	2,414.11	1,986.90	82.3 %
Fire Fighting Training	0.00	0.00	0.00	
Rent Credit	0.00	0.00	0.00	
Air Show Expense	76,054.08	0.00	7,605.41	
Conservation Easement	2,017,870.16	0.00	201,787.02	
Other Miscellaneous Expense	14,927.17	6,194.03	1,492.72	24.1 %
Total Expenses	7,239,510.41	265,626.32	723,951.05	272.5 %
Operating income (loss)	(3,093,211.69)	135,124.36	(309,321.17)	(228.9) %
Non-Operating Revenues (Expenses):				
PFC Revenue	41,945.95	0.00	4,194.59	
Interest Income	238,237.77	32,589.62	23,823.78	73.1 %
Tax Revenues	2,254,422.73	943,006.96	225,442.27	23.9 %
AIP Reimbursement	19,545.00	0.00	1,954.50	
Gain on Land Sale	0.00	0.00	0.00	
Total non-operating rev (exp)	2,554,151.45	975,596.58	255,415.14	26.2 %
Net Income	(539,060.24)	1,110,720.94	(53,906.03)	(4.9) %

## Balance Sheet

As of April 30, 2025

## Current Assets:

Cash and cash equivalents	5,796,147
Restricted - cash and cash equivalents	410,098
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	246,568
Prepaid expenses and deposits	10,311,598
	<hr/>
Total current assets	16,772,411

## Non-current assets:

Note receivable	0
Interest Receivable	0
Capital assets, not being depreciated	8,222,831
Depreciable capital assets	28,633,429
Deferred other post-employment benefits outflows	9,240
Deferred pension outflows	945,818
	<hr/>
Total non-current assets	37,811,318

Total assets	<hr/> 54,583,730
--------------	------------------

## Current Liabilities:

Accounts payable and accrued expenses	119,431
Accrued wages and related payables	4,731
Unearned Revenue (customer prepaid)	558,078
Hangar and other deposits	113,063
Long-term liabilities - due in one year:	
Compensated absences	47,937
Land improvements payable	9,441
	<hr/>
Total current liabilities	852,681

## Long-term liabilities - due in more than one year

Compensated absences	143,810
Land improvements payable	53,501
Total other post-employment benefits liability	321,302
Net pension liability	2,566,217
Deferred pension inflows	72,640
	<hr/>
Total long term liabilities	3,157,470

Total Liabilities	<hr/> 4,010,151
-------------------	-----------------

## Net position:

Retained Earnings	51,112,639
Change in Net Position	(539,060)
	<hr/>
Total net position	50,573,578

Total liabilities and net position	<hr/> 54,583,730
------------------------------------	------------------



## DELINQUENT TENANT LIST

as of May 2025

MONTH	NAME	HANGAR	RENT	LATE FEES	DAYS DELINQUENT
May-25	William Gamble	3019-L	400.00	40.00	21

**TOTAL:    \$440.00**



## FOUNDERS CIRCLE

Business leadership is the driving force behind REACH. As we work to advance the REACH 2030 goals, we recognize that our thought leaders are critical to identifying and addressing transformational opportunities as well as issues on the horizon.

To harness this business foresight, REACH is hosting a Founders' Circle composed of the organization's board chair, vice chair, [immediate past chair], and those private sector investors contributing \$50,000 or more, annually, to REACH.

The Founders' Circle will meet 3-4 times per year, engaging the region's top-level executives to provide strategic thought leadership in advancing our vision and guidance on REACH's role in such endeavors. The Founders' Circle provides an intimate setting where executives can speak in confidence, ask tough questions, and tap into collective knowledge and experience in order to tackle major issues for the region and our key employers.

As a Founders' Circle Investor, you will play an integral role in shaping the future economy of the Central Coast. The full list of benefits includes:

- Partnering to bring innovation to region
- Opportunity to serve as a voting director on the REACH board
- Ability to participate on action teams
- First-look access to information and initiatives
- Annual investor reports
- Recognition on REACH website, including headshot
- Invitation to exclusive organizational events
- Tickets to annual events, along with special recognition
- Celebration at investor-only events



## REACH COUNCIL

Collaboration is the cornerstone of REACH's work to help current and future generations thrive on the Central Coast. When business leaders and other stakeholders come together to confront challenges, share ideas and align resources, we are able to identify solutions that are informed, consider the region's best interests and accomplish more than any one community or business could individually.

The REACH Council is the meeting place for the regional leaders who care most about economic action. Organizations investing \$10,000 or more, which represent the diversity of business in our region, designate one primary member to serve on the REACH Council.

The Council convenes 4-6 times per year to drive our REACH 2030 goals forward and recommend action to the REACH Board of Directors.

As a REACH Council investor, you will play an integral role in shaping the future economy of the Central Coast. The full list of benefits includes:

- Providing strategic guidance to the Board of Directors around the development and advancement of the REACH 2030 plan
- Ability to participate on action teams
- Annual investor reports
- Recognition and headshot with Council overview on website
- Company listing on website
- Tickets to annual events, along with special recognition
- Celebration at investor-only events



**RESOLUTION NO. 944**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT  
AMENDING RATES AND CHARGES FOR 2025/2026 FISCAL YEAR**

**WHEREAS**, by Resolution 944, the Board of Directors authorized and approved rates and charges for various tenants and users of Airport facilities; and

**WHEREAS**, periodic adjustment of rates and charges is appropriate in order to achieve the District's goal of recovering the costs of operating and maintaining the Airport from the rents, fees and charges paid by tenants and users of Airport facilities.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Santa Maria Public Airport District, that the schedule of rates, charges and fees set forth in Annex "A" and Exhibit "A" and Exhibit "B" (attached and incorporated by this reference), shall be effective for the Santa Maria Public Airport, as of July 1, 2025, shall apply to all tenants and users of Airport facilities as described in Resolution No. 944.

District may implement changes in rates and charges from time to time through the adoption of future rates and charges resolutions. During the period following the adoption of this resolution, and until the effective date of a subsequent rates and charges resolution, the rates set forth in Annex "A", Exhibit "A", and Exhibit "B" shall apply; provided, District leases and rental agreements may provide for additional adjustments to rates and charges based on changes in consumer price or other indices, and market rate analysis.

If any provision, clause, sentence, paragraph, rate, charge, or fee of this Resolution, or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision or application. To this end, the provisions of this Resolution are declared severable.

**PASSED AND ADOPTED** at the regular meeting of the Board of Directors of the Santa Maria Public Airport District held on May 22, 2025, on Motion of Director \_\_\_\_\_, and carried by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
Ignacio Moreno, President

**ATTEST:**

\_\_\_\_\_  
Steve Brown, Secretary

## ANNEX A

### Resolution No. 944 SANTA MARIA PUBLIC AIRPORT DISTRICT Schedule of Rates & Charges - FY 2025-2026

#### TERMINAL

Charge		Unit of Measure	Last Increase	Current Rate	New Rate
<b>Air Carrier Space</b>					
	Counter Space	Per Sq. Ft./Per Month	7/1/2009	\$1.37	\$1.37
	Office Space	Per Sq. Ft./Per Month	7/1/2009	\$1.37	\$1.37
	Baggage Make-Up Area	Per Sq. Ft./Per Month	7/1/2009	\$1.37	\$1.37
	Storage & Other Spaces	Per Sq. Ft./Per Month	7/1/2009	\$1.37	\$1.37
	Other	Per Sq. Ft./Per Month	7/1/2009	\$1.37	\$1.37
<b>Rental Cars</b>					
	Counter Space (Minimum)	Per Sq. Ft./Per Month	7/1/2024	\$2.31	\$2.38
	Office Space (Minimum)	Per Sq. Ft./Per Month	7/2/2024	\$2.31	\$2.38
	Storage Space (Minimum)	Per Sq. Ft./Per Month	7/3/2024	\$2.31	\$2.38
	Ready Parking (Minimum)	Per Space/Per Month	7/4/2024	\$30.26	\$31.17
	Concession	Monthly % of Sales		8%	8%
<b>TNC's</b>					
	Pickup/Dropoff	Per Trip	6/1/2016	\$2.50	\$3.50
<b>District Facilities</b>					
	Boardroom Use <sup>(1)</sup>	Per Meeting	7/1/2008	\$50.00	\$50.00
<b>Miscellaneous</b>					
	Terminal Restaurant (Minimum)	Per Sq. Ft./Per Month 4% of Gross Revenue	8/1/2022	\$0.4549	\$0.4549
	Terminal Vending	10% of Gross Monthly Receipts			
	Shuttle Space Rent	Per Sq. Ft./Per Month	7/1/2024	\$1.92	\$1.98
	TSA Facilities	Per Sq. Ft./Per Month	6/1/2023	\$5.36	\$5.36
<sup>(1)</sup> Aviation related and/or community orientated one-time events considered to be of public interest, non-profit, and/or having a value to the aviation community, may request in writing a waiver of fees, which may be approved at the discretion of the General Manager					

## ANNEX A

### Resolution No. 944 SANTA MARIA PUBLIC AIRPORT DISTRICT Schedule of Rates & Charges - FY 2025-2026

#### NON-AVIATION

Charge		Unit of Measure	Last Increase	Current Rate	New Rate
<b>Mobile Home Park</b>		Per Space/Per Month	9/1/2024	\$427.00 - \$446.00	\$468.00 - \$488.00
<b>Outside Storage</b>		Per Sq. Ft./Per Month	7/1/2024	\$0.343	\$0.353
<b>Agriculture</b>					
	AG Lease (Outside Water)	Per Acre/Per Year	9/1/2017	Grazing Rate + 50% of Sublease	Grazing Rate + 50% of Sublease
	AG Lease (District Water)	Per Acre/Per Year	9/1/2024	Market Rate	Market Rate
	Grazing	Per Acre/Per Year	7/1/2014	\$11.00	\$11.00
<b>Miscellaneous</b>					
	Special Event Permit	Per Day	7/1/2017	\$550.00	\$630.00
	Use Permit	Yearly	7/1/2009	\$150.00	\$150.00
	Filming Permit (Impact on Operations)	Daily	7/1/2009	\$5,000.00	\$5,000.00
	Filming Permit (No Impact on Operations)	Daily	7/1/2009	\$1,000.00	\$1,000.00
	Abandoned Vehicle Removal	Each Incident	7/1/2009	\$200.00	Cost + Admin Fee
	Copy Fee	Per Page	7/1/2009	\$0.25	\$0.25
		Per USB	7/1/2017	\$10.00	\$10.00
<b>Personnell</b>					
	Operations/Maintenance Worker	Hourly	7/1/2024	\$81.00	\$100.00
	Security Escort	Hourly (Minimum 2 Hours)	7/1/2024	\$47.00	\$50.00
	Admin Fee	Per Incident	7/1/2025		25%

**ANNEX A**

**Resolution No. 944  
SANTA MARIA PUBLIC AIRPORT DISTRICT  
Schedule of Rates & Charges - FY 2025-2026**

**AVIATION**

Charge		Unit of Measure	Last Increase	Current Rate	New Rate
<b>Landing</b>					
	Scheduled Air Carriers	Per 1,000 lbs CGLW	7/1/2008	\$1.00	\$1.00
	Non-Scheduled Air Carriers	Per 1,000 lbs CGLW	7/1/2008	\$1.00	\$1.00
	Freight Forwarding	Per 1,000 lbs CGLW	7/1/2008	\$1.00	\$1.00
	USFS (Including Contract Aircraft)	Per 1,000 lbs CGLW	3/1/2013	\$0.50	\$0.50
<b>Fuel Flowage</b>					
	Jet A	Per Gallon	Prior to 1999	\$0.06	\$0.06
	100 LL	Per Gallon	Prior to 1999	\$0.06	\$0.06
<b>Hangar Rental</b>		Per Month (Includes Electricity)	7/1/2024	See Exhibit "A"	See Exhibit "A"
<b>Storage Units</b>		Per Month (Includes Electricity)	7/1/2024	See Exhibit "B"	See Exhibit "B"
<b>Security Deposit</b>					
	Hangars	Upon Execution of Lease	7/1/2009	\$250.00	1 Month Rent
	Storage Units	Upon Execution of Lease	7/1/2009	\$250.00	\$250.00
	Special Event Badge	Based on Group Size	7/1/2025		\$150.00 x Group
<b>Commercial Hangars:</b>					
	Hangar Space	Per Sq.Ft./Per Month	7/1/2024	\$0.41	\$0.42
	Office Space	Per Sq.Ft./Per Month	7/1/2024	\$0.57	\$0.59
	Shop Space	Per Sq.Ft./Per Month	7/1/2024	\$0.41	\$0.42
	Ramp Space	Per Sq.Ft./Per Month	7/1/2024	\$0.05	\$0.06
<b>Tie Down</b>					
	Single Engine	Per Month	7/1/2024	\$83.00	\$85.00
	Light Twin Engine	Per Month	7/1/2024	\$97.00	\$100.00
	Freight Forwarding	Per Month/Per Plane	7/1/2024	\$135.00	\$139.00
	Mooring	Per Day	7/1/2018	\$150.00	\$155.00
<b>Airport Access Card</b>					
	AOA Access Badge	Each	7/1/2023	\$35.00	\$50.00
	AOA Renewal	Each	7/1/2023	\$25.00	\$25.00
	AOA Re-Activation	Each	7/1/2023	\$100.00	\$125.00
	SIDA Access Badge	Each	7/1/2023	\$100.00	\$150.00
	SIDA Renewal	Each	7/1/2023	\$75.00	\$75.00
	SIDA Re-Activation	Each	7/1/2023	\$150.00	\$200.00
	Lost/Replacement	Each	7/1/2023	\$150.00	\$150.00
<b>District Issued Keys</b>					
	Key Replacement	Per Key		\$35.00	\$35.00

## SMPAD Hangars

Hangar Row/Unit	Lease Type	Sq Ft	Current Rent	% Increase	New Rent	Increase
3001- A, D, H	Corp Hgr	2,119	\$849	3%	\$874	\$25
3001- B, G	Corp Hgr	2,064	\$827	3%	\$852	\$25
3001-C, F	Corp Hgr	2,027	\$812	3%	\$836	\$24
3001-E	Corp Hgr	2,109	\$846	3%	\$871	\$25
3005	T-Hgr	1,078	\$432	3%	\$445	\$13
3009	T-Hgr	1,040	\$417	3%	\$429	\$12
3011	T-Hgr	1,000	\$400	3%	\$412	\$12
3019	T-Hgr	1,000	\$400	3%	\$412	\$12
3023	T-Hgr	1,040	\$417	3%	\$429	\$12
3027	T-Hgr	1,026	\$412	3%	\$424	\$12
3029-A, F	Corp Hgr	3,098	\$1,240	3%	\$1,278	\$38
3029-B-E	Corp Hgr	3,040	\$1,217	3%	\$1,253	\$36
3031	T-Hgr	1,026	\$412	3%	\$424	\$12
3035-A	Corp T-Hgr	1,982	\$793	3%	\$817	\$24
3035-B-D, G-J	Corp T-Hgr	1,839	\$736	3%	\$758	\$22
3039	T-Hgr	994	\$398	3%	\$410	\$12
3043	Corp Hgr	3,040	\$1,217	3%	\$1,253	\$36
3103	T-Hgr	1,043	\$417	3%	\$429	\$12
3105-A	Corp Hgr	3,115	\$1,381	3%	\$1,422	\$41
3105-B-G	Corp Hgr	3,115	\$1,247	3%	\$1,285	\$38
3107	T-Hgr	870	\$348	3%	\$358	\$10
3109	T-Hgr	940	\$378	3%	\$389	\$11
3111	T-Hgr	963	\$386	3%	\$398	\$12

**EXHIBIT "A"**

SMPAD Storage Units						
Hangar Row/Unit	Lease Type	Sq Ft	Current Rent	% Increase	New Rent	Increase
3005-A, I	Storage	537	\$ 440	3%	\$ 454	\$ 14.00
3009-F, G	Storage	180	\$ 147	3%	\$ 151	\$ 4.00
3011-F, G	Storage	190	\$ 155	3%	\$ 160	\$ 5.00
3019-F	Storage	190	\$ 155	3%	\$ 160	\$ 5.00
3023-F	Storage	180	\$ 147	3%	\$ 151	\$ 4.00
3027-F, G	Storage	176	\$ 145	3%	\$ 149	\$ 4.00
3031-F, G	Storage	176	\$ 145	3%	\$ 149	\$ 4.00
3035-E	Storage	363	\$ 297	3%	\$ 306	\$ 9.00
3039-A, I	Storage	537	\$ 440	3%	\$ 454	\$ 14.00
3107-J, K	Storage	180	\$ 147	3%	\$ 151	\$ 4.00
3109-F	Storage	155	\$ 128	3%	\$ 132	\$ 4.00
3111-F, G	Storage	176	\$ 145	3%	\$ 149	\$ 4.00

Hangar Row/Unit	Lease Type	Sq Ft	Current Rent	% Increase	New Rent	Increase
3005-A, I	Storage	537	\$ 440	3%	\$ 454	\$ 14.00
3009-F, G	Storage	180	\$ 147	3%	\$ 151	\$ 4.00
3011-F, G	Storage	190	\$ 155	3%	\$ 160	\$ 5.00
3019-F	Storage	190	\$ 155	3%	\$ 160	\$ 5.00
3023-F	Storage	180	\$ 147	3%	\$ 151	\$ 4.00
3027-F, G	Storage	176	\$ 145	3%	\$ 149	\$ 4.00
3031-F, G	Storage	176	\$ 145	3%	\$ 149	\$ 4.00
3035-E	Storage	363	\$ 297	3%	\$ 306	\$ 9.00
3039-A, I	Storage	537	\$ 440	3%	\$ 454	\$ 14.00
3107-J, K	Storage	180	\$ 147	3%	\$ 151	\$ 4.00
3109-F	Storage	155	\$ 128	3%	\$ 132	\$ 4.00
3111-F, G	Storage	176	\$ 145	3%	\$ 149	\$ 4.00

## **Santa Maria Airport District – Main Terminal**

### **Scope and/or Schedule Change Acknowledgment 2:**

This Acknowledgment is made in accordance with Section 11 of the Special Conditions, as defined in that Energy Service Agreement – Solar, between Santa Maria Public Airport District, a public agency (“Purchaser”) and FFP BTM Solar, LLC, a Delaware limited liability company (“Provider”), dated September 29th, 2022 (the “Agreement”). Upon execution by both Purchaser and Provider, this Acknowledgment shall be effective as of May 22<sup>nd</sup>, 2025 (the “Acknowledgment Effective Date”).

1. **Type of Change:**

- ☐ Distribution Upgrades
- ☒ Scope Changes (ITC Eligible)
- ☐ Scope Changes (Non-ITC Eligible)
- ☐ Day for Day Extension
- ☒ Extension for Good Cause

2. **Description of Change:**

i. **Scope Changes (ITC Eligible) – Cost increases**

- o kWh Rate and Early Termination Fee updates due to cost increases driven by clarifying language changes in the Inflation Reduction Act, and increased financing costs.

Description	Current PPA Rate	Total PPA Increase	New PPA Rate
Scope Change – ITC Eligible Cost Increases	\$0.1620	\$0.0358	\$0.1978

ii. **Early Termination Fee.**

The kWh Rate and the Early Termination Values (due to the kWh Rate being updated) set forth in Schedule 2 of the Special Conditions shall be updated per Section 3 below.

iii. **Estimated Production Table.**

The Estimated Production Table has changed due to updated system size after design completion.

iv. **Guaranteed Construction Start Date.**

The Guaranteed Construction Start Date should change due to long electrical equipment lead times and design review/permitting timelines.

3. **Updated kWh Rate and Early Termination Fee:**

PPA Rate Table

Term Year	\$/kWh Rate (\$/kWh)	Term Year	\$/kWh Rate (\$/kWh)
1	\$0.1978	11	\$0.1978
2	\$0.1978	12	\$0.1978

**CONFIDENTIAL AND PROPRIETARY**

3	\$0.1978	13	\$0.1978
4	\$0.1978	14	\$0.1978
5	\$0.1978	15	\$0.1978
6	\$0.1978	16	\$0.1978
7	\$0.1978	17	\$0.1978
8	\$0.1978	18	\$0.1978
9	\$0.1978	19	\$0.1978
10	\$0.1978	20	\$0.1978

Early Termination Fee

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)	Purchase Date Occurs on the 91 <sup>st</sup> day following: (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchaser takes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)
1*	\$6.23		--
2	\$5.55		--
3	\$4.97		--
4	\$4.45		--
5	\$3.96		--
6	\$3.94	5 <sup>th</sup> Anniversary	\$3.44
7	\$3.93	6 <sup>th</sup> Anniversary	\$3.43
8	\$3.92	7 <sup>th</sup> Anniversary	\$3.42
9	\$3.91	8 <sup>th</sup> Anniversary	\$3.41
10	\$3.89	9 <sup>th</sup> Anniversary	\$3.39
11	\$3.88	10 <sup>th</sup> Anniversary	\$3.38
12	\$3.87	11 <sup>th</sup> Anniversary	\$3.37
13	\$3.86	12 <sup>th</sup> Anniversary	\$3.36
14	\$3.84	13 <sup>th</sup> Anniversary	\$3.34
15	\$3.83	14 <sup>th</sup> Anniversary	\$3.33
16	\$3.82	15 <sup>th</sup> Anniversary	\$3.32
17	\$3.81	16 <sup>th</sup> Anniversary	\$3.31
18	\$3.79	17 <sup>th</sup> Anniversary	\$3.29
19	\$3.78	18 <sup>th</sup> Anniversary	\$3.28
20	\$3.79	19 <sup>th</sup> Anniversary	\$3.29

4. Updated Estimated Annual Production:

Term Year	Estimated Production (kWh)	Term Year	Estimated Production (kWh))
1	832,842	11	792,125
2	828,678	12	788,164
3	824,535	13	784,223
4	820,412	14	780,302
5	816,310	15	776,400



**CONFIDENTIAL AND PROPRIETARY**

6	812,228	16	772,518
7	808,167	17	768,656
8	804,126	18	764,813
9	800,106	19	760,989
10	796,105	20	757,184

5. Updated Guaranteed Construction Start Date and Guaranteed Commercial Operation Date:

The Parties hereby agree that the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date as defined in the Agreement are updated as follows:

- Guaranteed Construction Start Date: September 30<sup>th</sup>, 2025
- The Guaranteed Commercial Operation Date: (i) 60 days from the date on which the Local Electric Utility authorizes the Provider the Permission to Operate; or (ii) 270 days from the Guaranteed Construction Start Date. Whichever occurs later.

6. For the avoidance of doubt, the change in kWh Rate referenced in this Acknowledgement shall not be included in the maximum total increase to the kWh Rate set forth in Schedule 2 of the Special Conditions.

The Parties hereby acknowledge and confirm the terms set forth herein as of the Acknowledgment Effective Date.

SANTA MARIA AIRPORT DISTRICT

FFP BTM Solar, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ruben Fontes

Title: \_\_\_\_\_

Title: President

REVOCABLE PERMIT AGREEMENT  
SKYDIVE SANTA BARBARA LLC

THIS REVOCABLE PERMIT AGREEMENT, (herein called "Agreement") entered into this 12th day of May 2025;

BY AND BETWEEN

SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district organized pursuant to Public Utilities Code Sections 22001, et seq., hereinafter referred to as "District";  
and  
SKYDIVE SANTA BARBARA LLC., a California Limited Liability Company, hereinafter referred to as "Permittee";

WITNESSETH

WHEREAS, District is the owner of the Santa Maria Public Airport ("Airport"), which airport is located in the City of Santa Maria, County of Santa Barbara, California; and

WHEREAS, Permittee desires to use portions of said Airport at various times throughout the year from June 1, 2025, to May 31, 2026, for the purpose of preparing for and conducting skydiving activities; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein below, it is mutually agreed as follows:

1. SCOPE OF PERMIT

District hereby gives Permittee permission to utilize portions of the Santa Maria Public Airport for staging and conducting skydiving activities, hereinafter referred to as "Activities", and for purposes incidental thereto for the dates and times described in Paragraph 4 below, subject to the conditions set forth below.

2. FEE

Pursuant the Districts' rates and charges schedule, the fee for this permit is \$150.00.

3. NATURE OF INTEREST GRANTED

For all the purposes of this permit, Permittee is and shall be deemed to be, with respect to District, a licensee. It is mutually agreed and understood that nothing contained in this permit shall be deemed or construed to constitute a partnership or joint venture between the parties to this permit. This Agreement is merely for the purpose of allowing Permittee to use the airport and the facilities thereon to stage and conduct said Event and activities related and incidental thereto.

4. EFFECTIVE DATES OF PERMIT

This permit shall allow Permittee to utilize portions of the airfield of the Santa Maria Public Airport depicted in Exhibit "A" attached and incorporated by this reference, pursuant to the terms and conditions of this Agreement and any reasonable access for preparation, removal of equipment, and cleanup associated with the Activities.

5. OBLIGATIONS OF PERMITTEE

This Agreement is contingent upon the following:

A. Permittee shall obtain the approval of the Federal Aviation Administration (FAA) for all phases of said Activities requiring such approval.

B. Permittee shall notify and coordinate with the District and obtain approval for specific dates and times for use. The Activities shall not affect normal airport operations and shall minimize the Activity's impact to tenants and other users.

C. Permittee shall furnish all personnel necessary to direct automobile parking, give traffic direction, and provide crowd control.

D. Permittee shall provide all sanitary and first aid facilities necessary to accommodate expected crowds and sufficient adult security personnel to protect based and transient aircraft and participating aircraft, vehicles and equipment, to direct automobile parking, give traffic directions, to provide crowd control, and to prevent attendees from leaving the Activity area and entering onto active aircraft pavements during the period of this permit.

E. Permittee shall arrange all fire protection, ambulance and aircraft crash rescue functions as are deemed necessary by the parties hereto or by any agency with jurisdiction.

F. Permittee shall clean up, repair and maintain any area of the Santa Maria Public Airport impacted by activity under this permit, immediately subsequent to the close of the Activities. Permittee shall clean the entire area used by it, remove any and all debris and trash, and restore the area to the condition existing immediately prior to the commencement of Permittee's operations.

G. Permittee shall obtain and timely bear the expense of all licenses, permits, and other authorization required by applicable public agencies. Permittee shall pay promptly all lawful taxes and assessments which may be levied by federal, state, county, city or other tax levying body on any taxable interest of Permittee, including possessory interest taxes, as well as all taxes and assessments on taxable personal property of whatever nature owned by Permittee and located on the permit premises.

H. Permittee and its invitees shall access the Activity area only through the gates 16 and 17. Use of any other gate is specifically prohibited.

6. OBLIGATIONS OF DISTRICT

A. District may in its sole discretion make available for use by Permittee District-owned property, both real (buildings, etc.) and personal for which District may charge a reasonable fee.

B. The use of District's real or personal property shall be at no cost to District above and beyond normal operating costs of the Airport and Permittee shall bear all costs connected with the staging of said activities incidental thereto.

C. Permittee shall not interfere with the regular operation of persons engaged in air commerce or tenants doing business on the airport by virtue of a lease with District.

7. SAFETY

Safety shall be the keynote of this Activity. Anyone deemed to have acted, flown or driven in an unsafe or reckless manner, or in a manner and style considered beyond good airmanship and safety shall be barred from the Event, escorted from the airport by Permittee or District, and barred from any further flight. It shall be the duty of Permittee to ensure that safety and proper airmanship will be observed at all times. Permittee shall take any and all steps necessary, including prohibition of flying, when Permittee or District determine that the principles of good airmanship and/or safety have been violated. In the absence of an FAA monitor, District's General Manager, or his representative, may stop any and/or all unsatisfactory flight operation until the unsafe or unsatisfactory condition is corrected.

8. INSURANCE

A. To the extent insurance covering the Event is available, Permittee shall obtain and maintain in full force and effect during the period of the Event and/or any activity pertaining thereto (including setup of premises, practice flights, performance, cleanup, and dismantling):

a) Commercial general liability insurance, including bodily injury and death liability, property damage liability and premises liability of at least \$300,000 for each accident or occurrence.

b) The Santa Maria Public Airport District, its directors, employees, officers, agents, and representatives, are to be included as additional named insured.

c) Comprehensive general liability insurance including public liability, contractual liability and property damage.

d) The Santa Maria Public Airport District shall be an additional insured on the policy and shall be provided a Certificate of Insurance not less than fifteen (15) days prior to the scheduled event date showing that coverage is in effect for the entire period of the Permit. No material change in coverage or cancellation may be made after that time.

B. Permittee shall file with District's General Manager prior to any and all activities pertinent to the granting of this permit and/or its rights and privileges (including setup of premises, practices, performances, cleanup, and dismantling), a Worker's Compensation insurance certificate covering its employees (if any). Coverage shall be statutory limits.

9. DISTRICT HELD HARMLESS

Permittee shall defend (with legal counsel acceptable to District), indemnify, and hold harmless the District, its officers, employees and agents from and against all liability, loss, judgment, claims, demands, costs and expenses for injuries to or death of persons, or damages to property caused by Permittee, its agents, invitees, performers or employees, or by their use or occupancy of the Santa Maria Public Airport, excluding only liability or loss occasioned, caused or suffered by the sole active negligence or willful misconduct of District.

Further, Permittee shall defend, indemnify, and hold harmless the District, its officers, employees and agents, from and against all liability, judgment, loss, claims, demands, costs and expenses which may accrue, as a consequence of District granting this permit and agreement to Permittee, and from Permittee's compliance with the provisions of District's rules, regulations, resolutions and ordinances required by District.

10. NO DEMANDS UPON DISTRICT

Permittee accepts the Santa Maria Public Airport in the condition the Airport is in immediately prior to Permittee's occupation and use thereof for the purposes of this permit and shall make no demand upon District for any alterations, repairs, or construction.

11. USE OF SANTA MARIA PUBLIC AIRPORT

Permittee may use such public-use areas and facilities at the Santa Maria Public Airport as are designated by District's General Manager. Permittee shall have the right to construct and maintain such temporary facilities and/or structures as are necessary for operations as allowed by this permit, including controlling the ingress and egress of the public and Event participants, provided District's General Manager first approves any such temporary facilities and/or structures. Upon the request of District's General Manager, Permittee shall remove said temporary facilities and/or structures.

12. DAMAGE TO SANTA MARIA PUBLIC AIRPORT

Permittee shall repair or cause to be repaired, at its own expense, any and all damage and injury to the property of District or to the property of others on the Santa Maria Public Airport, and which damage has been caused by Permittee, its agents, employees, or others who may be on the airport for any purpose connected with the staging and operation of the Event or attendance at the Event. This provision includes but is not limited to all aircraft moved from their normal and regular tiedown or parking spaces to make room for Event activities, until returned to their normal and regular tiedown or parking spaces. Permittee accepts full legal liability and responsibility for all such aircraft while located at the Santa Maria Public Airport whether at their regular tiedown locations or otherwise.

13. COVENANTS

Permittee specifically agrees, and covenants as follows:

A. That in its operation of the Activity and the operation of all of its activities on the Santa Maria Public Airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of age, disability, sex, race, color, creed, or national origin in the use of any facilities provided for the public on the airport.

B. That in rendering to the public any service (including the furnishing or sale of admission tickets, transportation, supplies, or materials) essential to its operation at the airport, it will:

1) Furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof; and

2) Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

C. This permit is subject to all existing leases, licenses, and other agreements for the use of the Airport between District and any other person or entity.

D. Permittee will obey the rules and regulations as may from time to time be promulgated by District or its authorized agents in charge of the airport, to ensure the safe and orderly conduct of operations at the Airport. Permittee shall also obey the aviation-related rules and regulations as may from time to time be promulgated by the United States, or by any of its departments or agencies, and by the State of California. Specifically, District's official Rules and Regulations governing operations at the Santa Maria Public Airport, as may be amended from time to time, are incorporated by reference into this permit and made a part hereof.

E. Permittee shall use the airport in an orderly, peaceable, and quiet manner, and in strict compliance with all applicable laws and ordinances and shall not use the premises, nor allow any person or persons to use the premises, for any purpose whatsoever that is in violation of any law or ordinance.

14. NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING

This Agreement, being the nature of a personal and revocable permit, may not be assigned, delegated, nor can it as a whole, be the subject of a concession or sublicense agreement. However, Permittee may allow concessionaires to enter upon the Santa Maria Public Airport for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Agreement. To avoid uncontrolled vending of merchandise during the period of this permit, only those tenants having an agreement with District, and concessionaires, exhibitors, and salespersons having written agreements with Permittee, will be allowed to sell to the public on the airport.

15. RIGHT TO AMEND

This permit shall be subordinate to the provisions of any existing or future Agreement between District and the United States, including those by which District obtains federally owned surplus property or federal aid for the improvement, operation, and/or maintenance of the airport. In the event that the Federal Aviation Administration, or any other federal agency, requires modifications or changes in or revocation of this permit as a condition for the granting of funds for the improvement of the airline terminal or lands and improvements covered by its laws, rules, or regulations, Permittee agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements, or revocation of this permit as may be required to obtain such funds.

16. SPECIAL PROVISION

Nothing contained in this permit shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

17. CANCELLATION BY DISTRICT

District, in addition to any rights to which it may be entitled by law, may cancel or revoke this permit upon or after the occurrence of any of the following events:

A. The assumption by the United States Government, or any of its authorized agencies, of the operational use or control of the Santa Maria Public Airport, or any substantial part of the airport, in such manner as to substantially restrict the use of the airport for any of the purposes for which Permittee is authorized;

B. The existence or operation of any rule, regulation, sponsor assurance, or order of the Federal Aviation Administration, directly or indirectly, requiring the discontinuance or substantial reduction of the use of the airport for any of the purposes for which Permittee is authorized;

C. The issuance of an injunction by any court of competent jurisdiction restraining the use of the airport for any of the purposes for which Permittee or District are authorized;

D. The appointment of a receiver of Permittee's assets which results in a liquidation of Permittee's assets;

E. The general assignment of this permit by Permittee for the benefit of creditors;

F. The default by Permittee in the performance of any of the terms and conditions required by this permit to be kept and performed.

G. The occurrence of any event which in the opinion of District's General Manager threatens the safety of those using the Airport, the Airport itself, or property on the Airport.

18. WAIVER

It is agreed that a failure on the part of District to take appropriate action or to declare this permit terminated for default by Permittee in any one or more of the terms, covenants, or conditions will not be considered or construed as a waiver by District of such right on any further or future default on the part of Permittee.

19. SURRENDER

Permittee covenants that on the expiration of this permit, Permittee will peaceably and quietly leave and surrender the premises in as good condition as they are now (or may be at time of entry under this permit) after making alterations, additions, or improvements as permitted by District, ordinary wear and tear excepted.

20. TIME

Concerning this permit and the performance of each and every provision contained in it, time is of the essence.

21. SECTION HEADINGS

The section headings contained in this permit are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this permit.

22. NOTICES

Notices pursuant to this Agreement shall be given by United States mail, postage prepaid, addressed to the parties hereto as follows:

District: SANTA MARIA PUBLIC AIRPORT DISTRICT  
3217 Terminal Drive  
Santa Maria, CA 93455

Permittee: David Hughes, Member/Manager  
SKYDIVE SANTA BARBARA LLC  
1801 North H St.  
Lompoc, CA 93436

23. ATTORNEY FEES

In the event of any action, proceeding or lawsuit to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney fees.

24. PARTICIPANT RELEASES

Permittee shall ensure that all participants in the Event execute the Acknowledgement/Release of Indemnity in the form attached hereto as Exhibit "B" prior to participation in any Event activities.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be fully executed.

**DATE: May 22, 2025**

Approved as to content  
for District:

\_\_\_\_\_  
General Manager

SANTA MARIA PUBLIC AIRPORT DISTRICT

By \_\_\_\_\_  
Ignacio Moreno, President

Approved as to form  
for District:

\_\_\_\_\_  
District Counsel

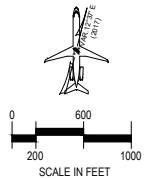
By \_\_\_\_\_  
Steve Brown, Secretary

SKYDIVE SANTA BARBARA LLC.

By \_\_\_\_\_  
David Hughes, Member/Manager

EXISTING	LEGEND
	DESCRIPTION
	AIRPORT PROPERTY LINE
	CRITICAL AREA
	AIRPORT ROTATING BEACON
	MOVEMENT AREA HOLD MARKING
	BUILDINGS AIRPORT OWNED
	BUILDINGS OWNED BY OTHERS
AS	APPROACH SLOPE
	WINDSOCK
	FENCE LINE
	RWY HOLD MARKING
	AIR TRAFFIC CONTROL TOWER

Magnetic Declination  
12° 37' East  
Annual Rate of Change  
0° 5' West  
(Source: NOAA, NCEI, August 2017)



SANTA MARIA PUBLIC AIRPORT DIST.

3217 TERMINAL DR. SANTA MARIA, CA. 93454

(805) 922-1726

DRAWING

SKYDIVE

SANTA BARBARA, LLC

DRAWN BY: DAYEASH

DATE: 6/11/22

1 OF 1

SANTA MARIA AIRPORT

SKYDIVE SANTA BARBARA  
MUST ENSURE AREA IS  
UNOCCUPIED BEFORE  
OPERATIONS BEGIN

NO.	NAME	ADDRESS	PHONE #
1	AIR TRAFFIC CONTROL TOWER	3217 LIGHTHOUSE ST	(805) 922-1726
2	AIRPORT MOBILE HOME PARK	4000 S. BLISSER RD	(805) 924-1790
3	AIRPORT BUSINESS PARK	3217 AIRPORT DR	(805) 922-1742
4	AIRPORT DISTRICT OFFICE	3217 TERMINAL DR	(805) 922-1726
5	AIRPORT HOTEL	3217 AIRPORT DR	(805) 922-1742
6	ALLEGANY AIR	3217 TERMINAL DR #110	(702) 505-4888
7	ART CRAFT PART	3217 LIGHTHOUSE ST #110	(805) 922-1726
8	ARTS CENTER	3217 LIGHTHOUSE ST #110	(805) 922-1726
9	BLISSER RENT-A-CAR	3217 TERMINAL DR #112	(805) 922-1742
10	CAL STAR AIR	3217 TERMINAL DR #112	(805) 922-1742
11	CENTRAL CITY AIRPORT	3217 TERMINAL DR #112	(805) 922-1742
12	COASTAL FLIGHT	3217 TERMINAL DR #112	(805) 922-1742
13	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
14	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
15	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
16	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
17	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
18	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
19	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
20	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
21	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
22	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
23	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
24	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
25	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
26	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
27	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
28	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
29	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
30	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
31	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
32	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
33	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
34	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
35	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
36	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
37	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
38	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
39	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
40	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
41	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
42	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
43	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
44	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
45	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
46	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
47	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
48	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
49	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
50	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
51	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
52	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
53	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
54	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
55	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
56	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
57	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
58	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
59	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
60	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
61	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
62	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
63	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
64	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
65	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
66	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
67	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
68	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
69	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
70	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
71	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
72	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
73	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
74	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
75	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
76	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
77	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
78	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
79	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
80	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
81	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
82	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
83	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
84	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
85	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
86	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
87	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
88	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
89	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
90	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
91	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
92	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
93	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
94	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
95	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
96	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
97	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
98	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
99	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742
100	CENTRAL COAST JET CENTER	3217 TERMINAL DR #112	(805) 922-1742

**SKYDIVE SANTA BARBARA, L.L.C.**  
**1801 NORTH H. ST, LOMPOC, CA 93436**

PLEASE PRINT CLEARLY

DATE \_\_\_\_\_

NAME \_\_\_\_\_ AGE \_\_\_\_\_ WEIGHT \_\_\_\_\_ LBS

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_ BIRTHDATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_ I.D. \_\_\_\_\_

E-MAIL

(FOR FUTURE PROMOTIONS)

IN CASE OF EMERGENCY NOTIFY \_\_\_\_\_

TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

EXPERIENCE STATUS:

☐

I HAVE NEVER JUMPED BEFORE

I HAVE \_\_\_\_\_

JUMPS

USPA MEMBERSHIP NO. \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

**THIS IS AN IMPORTANT DOCUMENT - READ IT CAREFULLY**

## **WARNING!!!**

By signing this legal document your are giving up important legal rights. You will probably not be able to win a lawsuit, even though your injury(s) is the fault of someone other than yourself. Do not sign this document until you have thought about the consequences.

### **NOTICE:**

There is an accident report available for your inspection. These reports detail some of the accidents and injuries that have occurred in skydiving.

### **INSURANCE:**

Your skydiving activities are not covered by any insurance. If you require insurance, you must furnish your own insurance, through your own insurance carrier.

**As per public utilities code section 24351: NO LIABILITY INSURANCE COVERAGE WHILE RIDING IN THE AIRCRAFT.**

### **WARNING:**

Skydiving and all associated activities are **HIGH RISK**. They include the risk of sprains, broken bones, serious injury, and the risk of death.

I have read and understand the above 4 paragraphs. (Sign) \_\_\_\_\_

In consideration for being allowed to utilize the facilities and equipment of **SKYDIVE SANTA BARBARA, L.L.C.**, and to engage in **INSTRUCTION, GROUND TRAINING, FLYING, SKYDIVING**, and any and all related activities (hereinafter referred to, collectively, as skydiving activities);

I, \_\_\_\_\_, hereby agree as follows:

**NOTE: Read and understand each provision of this agreement and so indicate by placing your initials in the space provided at the end of each important item.**

**RELEASE OF LIABILITY INDEMNITY AGREEMENT ASSUMPTION OF RISK, COVENANT NOT TO SUE, HOLD HARMLESS CONTINUATION OF OBLIGATION, AND WAIVER OF RIGHTS. (\_\_\_\_)**

1. I hereby forever **RELEASE AND DISCHARGE SKYDIVE SANTA BARBARA, L.L.C., CITY OF LOMPOC**, land owners, aircraft owners, pilots, instructors, concessionaires, contractors, officers, agents, United States Parachute Association and manufacturers, distributors and dealers of skydiving equipment; employees and volunteers of any of the above named parties, and other parties as may be named by **SKYDIVE SANTA BARBARA, L.L.C.**, (hereinafter referred to collectively as the released parties), **FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION, WHATSOEVER, ARISING OUT OF ANY INJURY OR DEATH TO ME OR ANY DAMAGE OR LOSS TO MY PROPERTY WHILE PARTICIPATING IN SKYDIVING ACTIVITIES, INCLUDING, BUT NOT LIMITED TO SUCH LOSS, DAMAGE, INJURY OR DEATH, CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES (\_\_\_\_) OR HIDDEN, LATENT, OR OBVIOUS DEFECTS IN THE EQUIPMENT USED, OR IN OR ON ANY PART OF THE PREMISES (\_\_\_\_)** for the purposes of this document, "premises" shall mean and refer to any and all of the following used in the activities contemplated under this agreement: (I) Aircraft; (II) airport; (III) the real property where the landing from the jump occurs and the surrounding area (drop zone) whether or not it is the intended drop zone.

2. I further agree that **I WILL NOT SUE OR MAKE A CLAIM AGAINST THE RELEASED PARTIES FOR LOSS OR DAMAGE SUSTAINED AS A RESULT OF MY PARTICIPATION IN SKYDIVING ACTIVITIES, WHETHER IT BE TO MY PROPERTY OR TO MY PERSON, INCLUDING DEATH. (\_\_\_\_) I ALSO AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM ALL CLAIMS, JUDGEMENTS AND COSTS, INCLUDING ATTORNEY'S FEES, INCURRED IN CONNECTION WITH ANY ACTION BROUGHT AS A RESULT OF MY PARTICIPATION IN SKYDIVING ACTIVITIES. (\_\_\_\_)** -THIS MEANS, AMONG OTHER THINGS, THAT IF AS A RESULT OF MY ACTIVITIES CONTEMPLATED IN THIS AGREEMENT A CLAIM IS MADE AGAINST ANY ONE OR MORE RELEASED PARTIES, OR IF A JUDGEMENT IS OBTAINED AS A RESULT OF ANY SUCH CLAIM, I OR MY ESTATE IF I AM DECEASED, WILL HAVE TO PAY ON BEHALF OF THE RELEASED PARTIES THEIR COSTS, INCLUDING ATTORNEY'S FEES, IN DEFENDING THEMSELVES FROM THE CLAIM, AND IF A JUDGEMENT IS FOUND AGAINST ANY ONE OR MORE OF THE RELEASED PARTIES, THE AMOUNT OF THE JUDGEMENT (\_\_\_\_). I hereby instruct my heirs, executors and administrators never to institute any suit or action at law against any of the released parties, **even if losses are caused by the PASSIVE OR ACTIVE NEGLIGENCE OF ANY OR ALL OF THE RELEASED PARTIES, OR OBVIOUS OR HIDDEN DEFECTS OF THE PREMISES, EQUIPMENT, OR AIRCRAFT USED. (\_\_\_\_)** I acknowledge and agree that this agreement shall remain in full force and effect now and in the future. (\_\_\_\_) This agreement shall be binding upon my heirs, executors, and administrators of my estate. (\_\_\_\_) **THE INTENT OF THIS RELEASE AND DISCHARGE IS TO REMOVE ANY DUTY OF CARE TO ME BY THE RELEASED PARTIES, WHATSOEVER. (\_\_\_\_)**

3. I understand and acknowledge that skydiving activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate. **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS (\_\_\_\_)** associated with skydiving activities. I am fully aware that skydiving activities include the possibility of **SERIOUS INJURY AND/OR DEATH**. Knowing this **I ASSUME ALL RISKS OF INJURY OR DEATH**, even though there may be **PASSIVE OR ACTIVE NEGLIGENCE, HIDDEN, LATENT, OR OBVIOUS DEFECTS** in or on the premises, equipment, aircraft, or instruction and training.

4. I understand that the parachutes and associated equipment I will use are provided without warranty. They are expressly not warranted that they are fit for a particular purpose, whatsoever. **PARACHUTES DO NOT ALWAYS WORK THE WAY THEY ARE EXPECTED OR INTENDED**. Furthermore, I



understand my body position and stability can drastically effect the deployment and operation of the parachute. (\_\_\_\_)

5. I understand that the nature of skydiving makes it impossible for an instructor to determine, with any degree of certainty, that I have been trained properly and adequately, or that I have grasped and comprehend the instruction given to me. (\_\_\_\_) Furthermore, it is impossible for an instructor to predict how I will react under the high-speed conditions and stress that are inherent in skydiving activities. (\_\_\_\_) I understand that there is no warranty, expressed or implied, whatsoever, as to the adequacy of the training provided to me. (\_\_\_\_) I understand that if I am not sure of any part of the training I can return and re-train with any scheduled class at no additional cost to me. (\_\_\_\_) Should I elect to participate in skydiving activities, I will be deemed to have warranted to **SKYDIVE SANTA BARBARA, L.L.C.**, that based on my own evaluation and understanding of training I have received, that I can safely perform a skydive, and cope with the high speed conditions and stress. (\_\_\_\_)

6. I specifically agree that I have been afforded the opportunity to inspect all of the equipment, aircraft and facilities provided by **SKYDIVE SANTA BARBARA, L.L.C.**, their concessionaires, and the released parties, together with the intended drop zone and the area around the intended drop zone. (\_\_\_\_) I acknowledge the landing area contains such dangerous objects such as trees, fences, power lines, hills, canals, large bodies of water, buildings, rocks, holes, uneven terrain, clods, unpredictable wind conditions, and other natural and man-made objects that can cause injury to me upon landing. (\_\_\_\_) Furthermore, I understand the landing area is expected to be, or depending on the circumstances for the skydiving activities, may be, in the vicinity of an active aircraft taxi-way and runway, and if I land on or near aircraft that are running, taxiing, landing, or taking off, I assume the risk of injury or death upon landing. (\_\_\_\_) Even under the best of circumstances landing can be an extremely dangerous activity in which many injuries or death occurs. (\_\_\_\_) Based upon my independent evaluation of the risks involved, I **REAFFIRM MY ASSUMPTION OF RISKS AND DANGERS OUTLINED IN THIS DOCUMENT.** (\_\_\_\_)

7. I certify that I have made adequate provision for those persons dependent upon me, and my heirs, if any, so that in the event of my injury or death they will have suffered no financial loss. (\_\_\_\_)

8. It is specifically agreed that venue and jurisdiction for any legal action arising out of any matter, which is the subject of this document, shall be in the Superior Court of the State of California, County of Santa Barbara. (\_\_\_\_)

9. If the court should decide that any clause in this contract is unenforceable or illegal, such determination shall not effect the validity of the remaining provisions, all of which shall remain in full force and effect. (\_\_\_\_)

10. I hereby certify that I do not suffer from any physical infirmity, previous injury, or chronic illness that could effect my ability to safely engage in skydiving activities. (\_\_\_\_) I am under treatment for

(if none, state none) and/or taking medication for \_\_\_\_\_

(if none, state none) If you have any question how an injury, illness or medication might effect your ability to safely engage in skydiving activities, you must check with your doctor. (\_\_\_\_)

**FURTHER, I CERTIFY THAT I HAVE NOT CONSUMED ALCOHOL AND/OR DRUGS IN THE PAST 12 HOURS, AND THAT I WILL NOT CONSUME ALCOHOL AND/OR DRUGS WHILE ENGAGING IN SKYDIVING ACTIVITIES.** (\_\_\_\_) **WARNING;** During the opening sequence of the canopy you decelerate from 120 mph to 10 mph in approximately 2 seconds. If you have skeletal problems, please check with your doctor as to the safety of your participation in this activity. (\_\_\_\_)

11. SUMMARY: I recognize this agreement is a contract pursuant to which I have released any and all parties from liability for any loss, either to my person or property, or from death, EVEN IF SUCH LOSS OR DEATH IS THE RESULT OF NEGLIGENCE, EITHER PASSIVE OR ACTIVE of any of the released parties, singly or collectively. Further, if I institute a lawsuit or action at law against any or all of the released parties, I agree to pay reasonable attorney's fees and court costs to the prevailing party in any such action. This document will be used in court in the event of a lawsuit. I UNDERSTAND AGREEMENTS OF THIS TYPE HAVE BEEN UPHELD IN COURTS IN SIMILAR CIRCUMSTANCES. ( )

I HAVE CAREFULLY READ THIS CONTRACT AND RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL. I CERTIFY THAT I DO NOT WEIGH MORE THAN \_\_\_\_\_ POUNDS. I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER. ( )

### **Skydive Santa Barbara Refund Policy**

**IF YOU DECIDE NOT TO JUMP AFTER YOU ARE IN THE AIRCRAFT AND RIDE THE PLANE DOWN, THEN THERE IS NO REFUND!!**

If you decide not to make your jump and would like to try again, you can do so at the following additional costs:

<b>Tandem 1</b>	<b>Video</b>	<b>AFP</b>
<b>\$99.00</b>	<b>\$40.00</b>	<b>\$90.00</b>

For your Skydive video and/or pictures we will only guarantee free fall. Videos and photos will vary in content due to individual photographer styles and your Skydive. For various reasons, filming of landings cannot be guaranteed. If your video or pictures do not contain free fall, you will be offered a second Skydive same day at no charge. Depending on your situation we may also offer a partial or a full refund if a second jump is declined or cannot be made. ( )

Skydive Santa Barbara LLC., reserves the right to use any video/pictures of Tandem skydives in advertising for Skydive Santa Barbara or promotional use for Skydive Santa Barbara. They will not be sold to third parties. ( )

If weather conditions are not safe for you to make your skydive, any deposit you placed with your reservation may not be refunded due to weather. We will gladly schedule your skydive for another day at your convenience. ( )

I have read and understand the Skydive Santa Barbara refund policy agreed to.

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**WITNESS** \_\_\_\_\_ **DATE** \_\_\_\_\_

# UNINSURED UNITED PARACHUTE TECHNOLOGIES, LLC

## TANDEM PARACHUTE JUMPER AGREEMENT

**This is an important legal document. Allow yourself sufficient time to carefully read and understand the entire document, because by signing it, you are agreeing to give up certain legal rights.**

\*Initial

In consideration of the Uninsured United Parachute Technologies, LLC, doing business as UPT Vector, and Skydive Santa Barbara L.L.C., hereinafter referred to as "Corporation", allowing me the privilege of utilizing a dual-harness, dual container parachute pack assembly (also known as a "tandem parachute system"), designed, manufactured and/or assembled by the Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector, for the purpose of performing an intentional parachute jump, I agree that:

\*Initial

**1) Representations, Warranties, & Assumptions of Risk:** I understand that parachute jumping will expose me to the risk of personal injury, property damage and/or death. I understand that the success of my jump is dependent upon the perfect functioning of the airplane from which I intend to jump and the parachute system, and that neither the airplane nor the parachute system can be guaranteed to function perfectly. I understand that the airplane and the parachute system are both subject to mechanical malfunctions as well as operator error. I freely, voluntarily and expressly choose to assume all risks inherent in parachute jumping, including, but not limited to, risks of equipment malfunction and/or failure to function, including those which may result from some defect in design, assembly, and/or manufacture as well as those risks arising from improper an/or negligent operation and/or use of the equipment, for and in consideration of the thrill of participation in this activity, understanding full well that those risks may include personal injury, property damage, and/or death.

\*Initial

**2) Exemption and Release from Liability:** I exempt and release the following persons and organizations:

\*Initial

**(A)** The Corporations and their officers, directors, agents, servants, employees, shareholders, and other representatives;

\*Initial

**(B)** Manufacturers, designers, and suppliers of component equipment incorporated in the dual-harness, dual-container parachute pack assembly to which I will be attached during my intentional parachute jump;

\*Initial

**(C)** Owners, suppliers, and operators of aircraft from which I am to make my intentional parachute jump;

\*Initial

**(D)** The owner of the dual-harness, dual-container parachute pack assembly, and any of its components, to which I will be attached during my intentional parachute jump;

\*Initial

**(E)** The operator ("parachutist in command") of the dual-harness, dual-container parachute pack assembly to which I will

be attached during my intentional parachute jump;

\*Initial

**(F)** If I am making my intentional parachute jump at or near a parachuting/skydiving facility, the owners and operators of that facility, as well as their officers, directors, agents, servants, employees, shareholders, and other representatives;

\*Initial

**(G)** The owners and lessees, if any, of land upon and from which the parachute jumping and related aircraft operations are conducted; and

\*Initial

**(H)** The Toll-Free Skydiving Network, Inc., Uninsured (800) Skydive Leasing Corp., Uninsured (888) Skydive Leasing Corp., Uninsured (877) Skydive Leasing Corp., 1-800 FREEFALL, and any and all other skydiving referral service business entities, and/or owners of fictitious name entities which I may have used in locating and/or deciding upon a parachuting/skydiving facility or other location at which to perform an intentional parachute jump.

\*Initial

**(I)** Any other person and/or organization which is or may be liable for any loss or injury to me and or my property, or my death, arising out of my participation in any of the activities covered by this Agreement (as defined below);

\*Initial

From any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, whether occurring while I am training and/or preparing for my intentional parachute jump, while I am present in aircraft from which the jump is to be made, while I am making my intentional parachute jump, or while I am engaged in related activities (hereafter referred to as "activities covered by this Agreement"), whether such loss, damage, injury, or death results from the negligence and/or other fault, either active or passive of any of the persons and/or organizations described in paragraphs 2(A)-(I) above, or from any other cause.

\*Initial

**3) Covenant Not to Sue:** I agree never to institute any suit or action at law or otherwise against any of the organizations and/or persons described in paragraph 2(A) through (I) above, or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence and/or fault, either active or passive, of any of the organizations and/or persons described in paragraph 2(A) through (I) above, or from any other cause. I further expressly agree that I will never raise any claim against any of the organizations and/or persons described in paragraph 2(A) through (I) above for product liability, failure to warn, negligence, breach of warranty, breach of contract, or strict liability, regardless of whether my claims for damages or injuries are alleged to result from the fault or negligence of the parties released. I further agree that my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the organizations and/or persons described in paragraph 2(A)



through (l) above, nor shall they initiate or assist the prosecution of any claim for damages of cause of action which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death arises from the activities covered by this Agreement, whether caused by the negligence an/or fault, either active or passive, of any of the organizations and/or persons described in paragraph 2(A) through (l) above, or from any other cause, I hereby so instruct my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. Should any suit or action at law or otherwise be instituted in violation of this Agreement against any of the organizations and/or persons described in paragraph 2(A) through (l) above, I agree that such organizations and/or persons shall be entitled to recover, in addition to any other damages which may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

\*Initial

**4) Indemnity Against Claims:** I will indemnify, defend, save and hold harmless the organizations and/or persons described in paragraph 2(A) through (l) above from any and all losses, claims, actions or proceedings of every kind and character, including attorneys' fees and expenses, which may be presented or initiated by any persons and/or organizations and which arise directly or indirectly from my participation in the activities covered by the Agreement, whether resulting from the negligence and/or other fault, either active or passive, or any of the organizations and/or persons described in paragraph 2(A) through (l) above, or from any other cause.

\*Initial

**5) Validity of Waiver:** I understand that if I institute or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the organizations and/or persons described in paragraph 2(A) through (l) above because of injury to my person or property, or my death, due to the activities covered by this Agreement, this Agreement can and will be used in court, and that such agreements have been upheld in courts in similar circumstances.

\*Initial

**6) Representations and Warranties as to Medical Condition:** I represent and warrant that (a) I have no physical infirmity, except those listed below, am not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and have never been treated for any other of the following: cardiac or pulmonary conditions or diseases, diabetes, fainting spells or convulsions, nervous disorder, kidney or related diseases, high or low blood pressure; (b) I am not under any medication of any kind at the present time; and (c) I do/do not (strike one) wear corrective lenses. If I am prescribed corrective lenses, I agree to wear them during my intentional parachute jump.

(list infirmities, if not, state "none")

\*Initial

**7) Waiver of Jury Trial/Applicable Law/Venue/Headings:** I agree that the law of the State of Florida shall apply to issues involving the construction, interpretation, and validity of this Agreement, and that Florida law shall govern any dispute between the parties arising from the activities covered by this Agreement. In the event this Agreement is violated and suit is brought against

any of the organizations and/or persons described in paragraph 2(A) through (l) above, I waive my right to a jury trial, and agree that Volusia County, Florida shall be the sole venue for any suit or action arising from the activities covered by this Agreement. I agree that the headings and sub-headings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

\*Initial

**8) Severability/Multiple Waivers:** I agree that should one or more provisions in this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me. If I have executed any other agreement containing provisions relating to the exemption and/or release from liability and/or covenant not to sue in connection with the activities covered by this Agreement, I agree that the agreement which provides the most protection from liability and/or suit to the Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector shall be enforceable against me by the Uninsured United Parachute Technologies, LLC, d/b/a UPT Vector.

\*Initial

**9) Continuation of Obligations:** I agree and acknowledge that the terms and conditions of this Agreement shall continue in force and effect now and in the future at all times during which I participate in the activities covered by this Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Agreement supersedes and replaces any prior such agreement I have signed.

\*Initial

**10) Viewing of Videotape:** I have viewed and I warrant that I fully understand the accompanying "Tandem Vector Waiver" video tape.

\*Initial

I freely and voluntarily agree to all of the above by signing this

contract on the \_\_\_\_\_ day of \_\_\_\_\_  
(day) (month and year)  
at Lompoc, CA  
(location)

**JUMPER: (Please Print Neatly)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Age: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Witness: \_\_\_\_\_

**\*Please read each paragraph carefully. Your initial indicates you understand and agree to all of the information and terms contained therein.**



## REVOCABLE LICENSE AGREEMENT

(Display in Airline Terminal)

This Revocable License Agreement ("License") is made and entered into this 22nd day of May 2025, by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California (hereinafter "District") and Valley Art Gallery, a California Non-Profit Corporation (hereinafter referred to as "Licensee"); jointly referred to hereinafter as the "Parties".

### RECITALS

- A. District owns and operates the Santa Maria Public Airport (hereinafter "Airport") located in the City of Santa Maria, County of Santa Barbara, State of California. The Airport Terminal Building at the Airport has Display Space available.
- B. Licensee desires to secure from District a non-exclusive, non-transferable and revocable license to use Display Space in the Airline Terminal Building at the Airport to display artwork during term of this agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants hereinafter contained to be kept and performed by the Parties hereto, the Parties agree as follows:

1. License. District hereby gives Licensee, under the conditions set forth herein, a non-exclusive, non-transferable and revocable license to place approximately 45 pieces of artwork by Licensee in Display Spaces in the Terminal Building, at 3249 Terminal Drive, Santa Maria, CA 93455, at the location shown on the diagram marked Exhibit "A", attached and incorporated by this reference (the "Premises"). District reserves the right to amend the space available upon 30 days written notice to Licensee. District reserves the right to install, maintain or license other displays in the Terminal Building.
2. Term/Termination of License. The term of this License shall be one year commencing July 1, 2025 and expiring on June 30, 2026.
3. License Fees. Not Applicable
4. Permitted Use of Display. Subject to the terms and conditions set forth, Licensee may use the Display Space only as described in Paragraph 1. Specific artwork is subject to review and approval of District's General Manager and shall be tasteful and sensitive to the primary nature of the space as a passenger terminal. The Display shall not contain any items or materials which advertise, promote or comment on any person, business, service, entity, cause, belief or action.
5. Utilities and Building Services. District will provide adequate light, heat, water, janitorial service and air conditioning for the public spaces in the Terminal Building.
6. Taxes, Rents. Licensee shall pay, before delinquency, any and all taxes, assessments, fees or charges, including possessory interest taxes which may be imposed, levied or assessed upon any leasehold or possessory interests of

Licensee, and personal property, improvements or fixtures owned, controlled or installed by Licensee and used or located on the Airport. Licensee shall also secure and maintain in force during the term of this License all licenses and permits necessary or required by law for the conduct of Licensee's business or operations.

7. Use and Condition of Premises. Licensee may use the Display Space only for the permitted uses herein. Licensee represents that it has inspected the Display Space and accepts the condition and location of the Display and assumes all risks incidental to use thereof.

8. Parking. While setting up or changing the contents of the Display, vehicles of Licensee and Licensee's employees and invitees shall be parked only in areas designated by District.

9. Licensee's Agreements. Licensee agrees to do all of the following:

- a. Comply with the rules, regulations and directives of District related to use of the Display, the Airport and its facilities.
- b. Comply with all laws, regulations, ordinances, and orders of federal, state and local governments as they relate to Licensee's use of the Display, the Airport and Airport facilities.
- c. Deliver possession of the Display Space to District on termination of this License in at least as good condition as it is at the inception of this License, ordinary wear and tear and damage by fire or act of God excepted, and free of any personal property.
- d. Maintain the Display Space in a clean, orderly and safe manner at all times.

10. Prohibitions. Licensee agrees not to do any of the following:

- a. Install or place any material or items in the Display without the prior written approval of District's General Manager.
- b. Store any property on the Airport in addition to the artwork on display.
- c. Alter, change, or improve the Display without District's prior written consent.
- d. Fasten or erect any sign on the Display Space or the Airport without the written consent of District.
- e. Assign this License or any portion thereof.
- f. Use the Display in any manner not consistent with the International Conference of Building Officials Uniform Building Code and Western Fire Chiefs Association Uniform Fire Code editions currently in use.

- g. Place any toxic, hazardous or explosive materials or items in the Display Space.

11. Notices. Notices required under this License shall be by United States Mail, postage prepaid, addressed as follows:

District: Santa Maria Public Airport District  
3217 Terminal Drive  
Santa Maria, CA 93455  
Attention: General Manager

Licensee: Valley Art Gallery  
PO Box 2285  
Santa Maria, CA 93455  
Attention: Rob Paulus

Either party may change its address for notices by written notice to the other party.

12. Indemnification and Release. Licensee shall indemnify, hold harmless and defend (with counsel acceptable to District) District, its officers, directors, employees and representatives from and against any and all claims, demands, liability, loss, damages, costs, attorneys' fees and other expenses resulting or allegedly resulting from Licensee's performance under this License or Licensee's use, misuse or neglect of the Display, the Airport or the Airport facilities. Licensee releases District, its officers, directors, employees and representatives from any and all loss or damage to the Display and their contents, regardless of cause.

13. Security. District shall have no obligation to provide security for the Display.

14. Attorneys' Fees. In the event any action or proceeding is brought by either party against the other under this License, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

15. Assignment. Licensee shall not assign or transfer this License, in whole or in part, in any manner, directly or indirectly, by operation of law or otherwise. Any attempt to assign or transfer this Agreement in violation of the provisions of this paragraph shall immediately terminate the License.

16. Interpretation and Venue. This License shall be governed by and construed in accordance with the laws of the State of California. This License has been entered into and is to be performed in the City of Santa Maria, County of Santa Barbara, State of California. Any legal action relating to this License shall be brought in the court of appropriate jurisdiction in the County of Santa Barbara, State of California.

17. FAA Rider. The provisions of the Federal Aviation rider attached hereto as Exhibit "B" are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this License the day and year first above written.

Dated: May 22, 2025

Approved as to content for District

\_\_\_\_\_  
General Manager

Approved as to form for District:

\_\_\_\_\_  
District Counsel

DISTRICT:

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: \_\_\_\_\_  
Ignacio Moreno, President

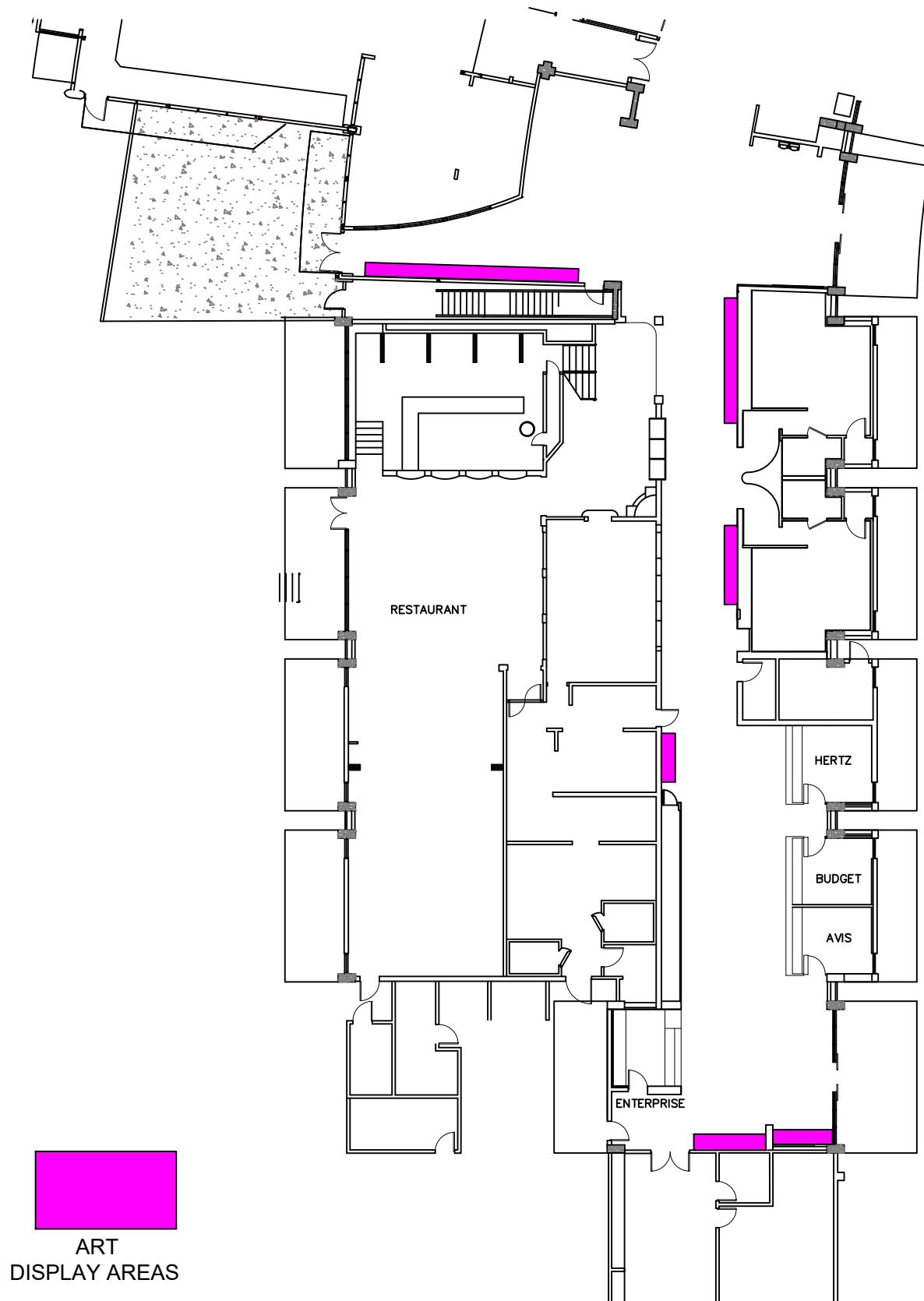
By: \_\_\_\_\_  
Steve Brown, Secretary

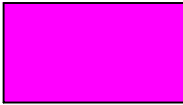
PERMITTEE:

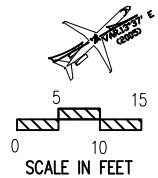
Valley Art Gallery

\_\_\_\_\_  
Rob Paulus, President

G:\Drawings\AutoCad\LEASES\3249 TERMINAL VALLERY ART GALLERY.dwg, 6/10/2019 6:21:48 AM, AutoCAD PDF (General Documentation).pc3



  
ART  
DISPLAY AREAS



FAA RIDER

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Lessee, for themselves, their 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 property 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, Lessee 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. Lessee for themselves, their 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 property 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 Lessee shall use the leased property 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 property 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.

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

Exhibit "B"

7. Lessee 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. Lessee 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. Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, 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 Lessee and without interference or hindrance.

9. District reserves the right, but shall not be obligated to Lessee, 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 Lessee 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. Lessee 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 property, or in the event of any planned modification or alterations of any present or future building or structure situated on the leased property.

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 property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

(Continued on Next Page)

Exhibit "B"

14. Lessee 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 property above the mean sea level elevation of 300 feet. In the event the aforesaid covenants are breached, District reserves the right to enter upon the leased property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Lessee.

15. Lessee by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased property 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 property and cause the abatement of such interference at the expense of Lessee.

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.