

**HAYWARD EXECUTIVE AIRPORT  
AIRPORT ANNUAL BUSINESS PERMIT AGREEMENT**

1. In exchange for the privilege of engaging in commercial and/or non-commercial activity on the Hayward Executive Airport for those who are not direct tenants of the City of Hayward, \_\_\_\_\_ (“Permittee”) hereby agrees as follows:
2. **Duration of Permit:** - Airport Annual Business Permits shall be issued for a term of twelve (12) months commencing July 1 and ending June 30 and may be renewed annually each July 1 as long as all of the terms, conditions, and covenants of the Permit are being kept and all applicable laws, rules and regulations of the City of Hayward have been observed, except as otherwise provided herein. If the initial term commences on other than July 1, the annual fee shall be prorated on a monthly basis.
3. **Annual Fee:** - Permittee shall pay to the City of Hayward prior to July 1, the annual sum of \$120.00 or such amount as set from time to time in the current Master Fee Schedule.
4. **Late Charge:** -The annual fee shall be delinquent if not paid within five (5) days of the permit expiration. A late fee of \$15.00 shall be imposed for renewals, submitted after July 6. **The expiration of a Permit without a timely renewal shall be grounds for denial of a future Airport Annual Business Permit.**
5. **General Conditions for All Permits:**
  - a) The Permittee only has such rights as are expressly set forth in the Permit and the Permit can only be amended in writing.
  - b) The City of Hayward is neither a joint venturer with, nor a partner or associate of the Permittee with respect to anything provided in the Permit, and the City is not responsible for any obligation of the Permittee.
  - c) The Airport Annual Business Permit is a license and not a lease.
  - d) If required by Hayward Section 8-1.00 et seq., a Permittee must at all times have a current business license issued by the City of Hayward, such business license shall not be in lieu of any permit and fees required hereunder.
  - e) Permittee’s use of the Airport shall conform to all applicable laws, rules, and regulations.
  - f) Permittee shall, at all times, adhere to and abide by the Airport Noise Ordinance, Ordinance No. 91-16, as adopted by the City Council on July 23, 1991, and as said Ordinance may be amended from time to time by City. Permittee shall adhere to the recommended Noise Abatement Procedures and all other noise control restrictions now in existence or which may be subsequently adopted by the City Council and/or promulgated by the Airport Manager.

6. **Termination:** - The Airport Manager may terminate an Airport Annual Business Permit at the conclusion of its current term by written notice served at least thirty (30) days prior to the end of the current term. In the event of termination, revocation or suspension of any such Permit, no part of the fee shall be refundable.
7. **Trash, Refuse:** - Permittee shall:
  - a) Keep its premises clean, neat, and free of trash and debris at all times.
  - b) Keep its grounds free of weeds and keep the grass mowed.
  - c) Keep its building exteriors and signs in good condition and repainted as needed.
  - d) Not dispose of trash, hazardous materials or debris on the Airport.
  - e) If Permittee fails to maintain its activities in a neat and clean manner as set forth herein, City may at its option and in addition to any other remedies it may have, order the clearing and removal of trash, weeds, clippings, refuse, debris, hazardous materials, and waste material by others and charge the Permittee the costs therefore with interest at ten (10) percent per annum until paid in full.
8. **Fueling Activities Prohibited:** - No aviation fuel or propellant may be purchased, stored, sold or handled on Permittee's premises except by an aviation fuel vendor authorized to provide such services at the Airport. All aircraft users of the premises shall be notified by Permittee of such restriction.
9. **Use and Disposal of Hazardous Materials:** - Permittee is held responsible for all costs of hazardous materials investigations and cleanups as a result of Permittee's use of hazardous materials and disposal of hazardous wastes. The City has the right of re-entry on the Permittee's leased premises for the purpose of performing periodic investigation and cleanup, if necessary. Permittee is responsible for third party acts during the tenancy that create hazardous waste liability. Any provision in the Permit relating to hazardous materials shall survive termination of the Permit.
10. **Hold Harmless/Indemnification:** - Indemnify, defend and hold harmless the City of Hayward, its representatives, officers, employees and agents from any and all claims, demands, losses or liabilities arising out of the acts or omissions of the Permittee, its officers, employees, agents and contractors, except for any such claim arising solely out of negligent acts or omissions of the City of Hayward, or its officers, employees, or agents. Approval of the insurance coverage by the City of Hayward does not relieve the Permittee of liability under this indemnification clause.
11. **Taxes:** - Permittee is obligated to pay or cause to be paid, prior to delinquency, any taxes, or assessments, including but not limited to possessory interest taxes on Permittee's business operations and Permittee's improvements to real property or personal property at the Hayward Airport.

12. **Permit Not Transferable:** - An Airport Annual Business Permit issued may not be sold, assigned, or transferred in any manner.
13. **Non-Waiver:** - The waiver by the City of Hayward of any breach by Permittee of any term, covenant, or condition of any Permit shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition of the Permit. No term, covenant, or condition hereof can be waived except by the written consent of the City, and forbearance or indulgence by City, in any regard whatsoever, shall not constitute a waiver of the term, covenant, or condition to be performed by Permittee.
14. **Entry Upon Premises:** - Permittee agrees to permit a representative of the City of Hayward to enter upon Permittee's premises to make periodic inspections to ensure that all the terms of the Permit are being fulfilled.
15. **Revocation and Suspension of Permit:** - An Airport Annual Business Permit may be revoked or suspended by the Airport Manager for non-compliance with the terms of this Permit, or any applicable law or ordinance. Such revocation or suspension of the Permit shall be made only after a hearing before the Airport Manager after at least five (5) days' written notice to Permittee, stating generally the grounds for suspension or revocation and stating the time and place where the hearing will be held. The Permittee shall be notified in writing of the Airport Manager's decision within ten (10) days after the hearing.
16. **Appeals:** - Any person wishing to appeal any action taken by the Airport Manager in connection with the enforcement of these regulations, or for refusing or revoking a Permit hereunder, must first submit a written request for a hearing before the City Council's Airport Committee. The written notice of appeal to the City Council's Airport Committee must set forth the specific grounds for appeal and must be filed with the City Clerk within ten (10) days of written notice of the Airport Manager's decision. The hearing before the City Council's Airport Committee shall be held at the earliest available date a meeting can be set with the Committee. An appeal to the full City Council for a hearing may only be made if notice of the appeal, setting forth the specific grounds thereof, is filed with the City Clerk within fourteen (14) days of an adverse decision from the City Council's Airport Committee. After such hearing, the City Council shall confirm, adopt, modify or set aside the action taken by the Airport Manager, and its decision shall be final and conclusive.
17. **Insurance:** - Permittee at no cost or expense to the City of Hayward shall obtain and maintain insurance coverage in the amount(s) specified in Attachment A Minimum Insurance Requirements. Permittee shall provide written notice to the City of Hayward at least thirty (30) days prior to cancellation or material change of insurance coverage.

18. **Additional Insured:** - The City of Hayward, and its officers, agents, employees and volunteers shall be Additional Named Insured and the policy shall stipulate that this insurance will operate as Primary Insurance and that no other insurance affected by the City of Hayward will be called upon to contribute to a loss suffered as a result of the Permittee's commercial or non-commercial activity at the Hayward Airport.
19. **Cross Liability:** - All Insurance policies required by this Permit must contain a Cross Liability or Severability of Interests Clause. In addition, any failure of the Permittee to comply with reporting provisions of the policy shall not affect the coverage provided to the City of Hayward, et al.
20. **Insurance Rating:** - Insurance is to be placed with California-admitted insurers with a Best's Rating of A:V, or better.
21. I \_\_\_\_\_, (Permittee) have read and understood the terms of this Agreement and hereby voluntarily accept them.

Date \_\_\_\_\_

\_\_\_\_\_  
Permittee Signature

\_\_\_\_\_  
Permittee Name (Print)

**CITY OF HAYWARD, LESSOR**

Date \_\_\_\_\_

By: \_\_\_\_\_  
Airport Manager

Adopted 12/18/07