

**METROPOLITAN OAKLAND INTERNATIONAL AIRPORT  
APPLICATION AND AGREEMENT FOR ASSIGNED RAMP OR TIEDOWN SPACE**

PORT-A-PORT OWNER _____  HOME ADDRESS _____ CITY/ZIP _____ BILLING ADDRESS _____ HOME PHONE ( ) _____ BUSINESS PHONE( ) _____	PORT-A-PORT OCCUPANT AND AIRCRAFT OWNER _____  _____ _____ Mobile (        ) _____	AIRCRAFT MAKE _____  MODEL _____ YEAR _____ N _____ ACCT. # _____
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*Port-A-Port Model* \_\_\_\_\_ *I.D. No.* \_\_\_\_\_ @ \_\_\_\_\_ *Sq. Ft. Requires* \_\_\_\_\_ *Sq. Ft/ Ramp Space* \_\_\_\_\_

I hereby make \_\_\_\_\_ / do not make \_\_\_\_\_ (check one) application to the Port of Oakland ("Port") for use of Assigned Airport Ramp Space for the above-referenced Port-A-Port and Aircraft on the Metropolitan Oakland International Airport ("Airport"), the location of which shall be Building Space \_\_\_\_\_. If this is not an application for use of Assigned Airport Ramp Space, then all references in this agreement to the Port-A-Port and to the Port-A-Port Occupant (but not to the Aircraft Owner) shall be deemed deleted from this agreement.

I hereby make \_\_\_ / do not make \_\_ (check one) application to the Port for use of Tiedown Space for the above-referenced Aircraft at the Airport, the location of which shall be Space \_\_\_\_\_. If this is an application for use of Tie Down Space, then I agree that any aircraft located on the Assigned Space (as hereafter defined) shall be firmly secured to the ground when left unattended, and that I or the Owner of such aircraft shall be responsible for tying down such aircraft.

Accompanying this application is \$ \_\_\_\_\_ for Assigned Airport Ramp or Tiedown Space (hereafter "Assigned Space") storage charges for the first month of occupancy, and \$ \_\_\_\_\_ as a security deposit which shall be refunded, without interest, within sixty (60) days after the termination of this agreement, less any and all outstanding charges and any other amount owed by me to the Port. I agree to pay all assigned ramp or tie down space charges (as applicable) provided by applicable ordinances of the Port, and that upon termination of this agreement, these monthly charges will not be prorated. I agree to abide by all present and future federal, state and local environmental and other statutes, ordinances and regulations and Port ordinances (collectively, "Laws") applicable to me, the Assigned Space, the Port-A-Port or my activities on the Airport, and all rules, regulations and policies of the Port, including, without limitation, all safety, security and operations directives of the Port's Director of Aviation or his or her designee, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport or the use of facilities at the Airport (collectively, the "Airport Rules, Policies and Regulations"). I further agree, understand, and acknowledge as follows:

1. That any Assigned Space assigned to me will be for use only by the Port-A-Port Occupant and Aircraft Owner described above, and except as otherwise expressly permitted in this paragraph 1 and in paragraph 2 below, no other assignment or sublet use of said space will be made without the prior written consent of the Port's Assistant Director of Aviation or his or her designee ("Assistant Director of Aviation"). If the Port-A-Port Occupant and Aircraft Owner disposes of the above Aircraft, I agree to notify the Assistant Director of Aviation in writing of such fact within 30 days of such disposal, together with the name of the new Port-A-Port

Occupant and Aircraft Owner and make, model and FAA registration number of the new aircraft to be stored on said space, and after such written notice has been given, references in this agreement to the Port-A-Port Occupant and Aircraft Owner and Aircraft shall refer to the new Port-A-Port Occupant and Aircraft Owner and Aircraft.

I represent and warrant to Port that the aircraft described above has a current certificate of airworthiness issued by the Federal Aviation Administration, and that a copy of such certificate and the log book entries of a current and passed annual inspection or progressive maintenance system were provided to Port prior to my execution of this agreement. I agree that any aircraft in the Assigned Space shall be maintained in airworthy condition and in compliance with all applicable Laws.

2. That I shall not use or permit the Assigned Space to be used in whole or in part for the carrying out of any Commercial (as hereafter defined) enterprise or activity on the Airport. As used herein, "Commercial" shall mean that which relates to the exchange, trading, buying, hiring or selling of commercial goods, services or tangible or intangible property of any kind, or any revenue-producing activity on the Airport. I hereby agree that said Assigned Space shall be used exclusively as space for the storage and maintenance of the Aircraft identified above, and for no other purposes. I agree that no major repairs shall be performed on said Aircraft on the Assigned Space, and said Aircraft may not be disassembled on the Assigned Space. Such major repairs or disassembly may only be performed on areas of the Airport designated by the Assistant Director of Aviation. The Port-A-Port Owner may, on written notice to Port, sublet to the person or entity owning a controlling interest in the Aircraft identified above.

3. That I will not make any physical alterations or displace or relocate my Port-A-Port on the Airport without the prior written consent of the Assistant Director of Aviation. Upon the termination of my occupancy of the Assigned Space I will surrender such space to the Port in the same condition it was in prior to the commencement of the term of this agreement.

4. That I will not at any time store any parts or materials outside of my Port-A-Port, nor inflammable or combustible material inside my Port-A-Port except that which is permitted by all applicable Laws and the Airport Rules, Policies and Regulations, and is required for maintenance of the above-described Aircraft and that I will provide and maintain on the Assigned Space fire extinguishers and other portable fire fighting and emergency equipment of such number, type and material as may be prescribed from time to time by the Airport Rules, Policies and Regulations, the Fire Prevention Bureau of the City of Oakland, or other governmental authority having jurisdiction.

5. That I will at all times keep the Assigned Space and my Port-A-Port in a neat, clean and orderly condition and shall maintain the Assigned Space and my Port-A-Port free of any refuse or waste material which present an unattractive appearance or might constitute a fire hazard. If I fail to maintain the Assigned Space and my Port-A-Port in such condition, the Port shall have the option to restore the Assigned Space and my Port-A-Port to a neat, clean and orderly condition and I shall immediately reimburse the Port for the cost thereof. The performance of such restoration of the Assigned Space and my Port-A-Port by the Port shall in no event waive my duty to keep the Assigned Space and my Port-A-Port in the condition herein provided.

6. That my occupancy of the Assigned Space is on a calendar month basis, and that storage charges are payable in advance on the first day of each month and become delinquent if not paid by the 10<sup>th</sup> day of the month.

7. That I shall take whatever steps are reasonably necessary to prevent or deter persons and vehicles that I allow on the Airport from unauthorized access to aprons, taxiways, runways or other restricted air operation areas of the Airport, from the Assigned Space, or from any other area or through any entryway over which I have at least temporary control. I shall at all times exercise control over and assume responsibility and liability for any person or vehicle admitted by me into any area with access to the air operations area of the Airport. I shall not enter or allow the entrance of others to said restricted areas without first having secured all necessary personnel badges and vehicle ramp permits pursuant to the Airport Rules, Policies and Regulations.

8. That all Airport I.D. Security Badges issued to me or any user of the Assigned Space are and shall remain the property of the Port and upon termination of this agreement shall be returned to the Port. Failure to return all issued badge(s) upon the termination of this agreement shall subject me to the Port's then current charges for lost Airport I.D. Security Badge(s). Misuse of the Airport I.D. Security Badge(s) shall be a material breach of this agreement. I agree to cure any such breach promptly by regaining possession of the Airport I.D. Security Badge(s) and terminate occupancy and use of person(s) responsible for this breach.

9. I hereby give and grant to the Port a lien upon my Assigned Space and my Port-A-Port and the contents thereof for storage and any other charges owed by me to the Port. The Port may remove from the Assigned Space and any Port-A-Port and relocate any aircraft and/or personal property(s) for non-payment and lock and exclude me from the use or possession of said Assigned Space and Port-A-Port if storage or other charges are not paid by me by the 30<sup>th</sup> day following the date of invoice billing. I further covenant and agree to hold the Port harmless for said removal and storage of any and all property in accordance with Paragraph 14 below. I further covenant and agree to permit the Port or its agents to dispose of any and all personal property remaining on the Airport after abandonment in accordance with California Civil Code, Section 1980, at seq. This section shall also apply where this agreement has been terminated by either party pursuant to paragraph 12 below, it being acknowledged by me that the Port may notify me of the abandonment of such property in accordance with Section 1951.3 et sect of the California Civil Code.

10. That Port may reassign me to other airport ramp space for storage of my privately owned Port-A-Port or to other airport tie down space, as applicable, upon thirty (30) days prior written notice. It is agreed that my failure to remove my Port-A-Port from the Assigned Space in accordance with the requirements of this paragraph shall be deemed a material breach by me of this agreement.

11. That I grant the Port, City of Oakland's Fire Inspector(s) and Alameda County Tax Assessor/Appraiser(s) the right of reasonable entry (upon at least 3 days notice, except in an emergency when no notice shall be required) onto the Assigned Space and into my Port-A-Port for the purpose of inspections (i.e., contract compliance, fire prevention, personal property appraisal and hangar repairs and/or maintenance). The Port-A-Port Occupant and Aircraft Owner and I understand and agree that no portable power sources shall be used in the Assigned Space.

12. That the term of this agreement shall commence on the Date of Commencement of Term set forth below, and that this agreement may be terminated by either party by giving the other party at least thirty (30) days prior written notice, except in the event of my failure to pay storage or other charges when due, or my violation of any of the other terms of this agreement, in which event the Port need give me only three (3) days prior written notice.

13. That I am responsible for all reasonable costs of storage or removal of personal property that remains on the Assigned Space upon the termination of this agreement. That property will be released to me only after I pay to the Port the reasonable costs of removal and/or storage within the time required by law. I will, upon the termination of this agreement, quit and surrender the Assigned Space in the same condition that it was in prior to the commencement of the term of this agreement. I will pay for any repairs required, and the Port may use any portion of my security deposit and/or charge to my account the cost of any repairs to said premises required to restore said premises to its prior condition.

14. That the Board of Port Commissioners of the City of Oakland, and the Port's officers, agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injuries to or death of any person or persons or damages to or loss or theft of property of any kind whatsoever, whether my person or property or the person or property of my agents or employees, or third persons, from any cause whatsoever while in or upon the Airport or the Assigned Space, or any part thereof, during the term of this agreement arising out of or occasioned by any occupancy or use of the Assigned Space or the Port-A-Port or out of any activity carried on by me or the Port-A-Port Occupant and Aircraft Owner in connection therewith, and I hereby covenant and agree to indemnify and save harmless the Board of Port Commissioners and the Port's officers, agents and employees from all liabilities, charges, expenses (including counsel fees), damages and costs on account or by reason of (i) any such injuries, deaths, liabilities, claims, suits or losses however occurring, or (ii) any breach of this agreement by me or the Port-A-Port Occupant and Aircraft Owner. However, this Paragraph 14 shall not apply to injuries or death, liabilities, claims, suits or losses caused solely by the gross negligence or willful misconduct of the Port or its agents, officers or employees. My obligations under this paragraph arising out of acts or omissions that occurred during the term of this agreement shall survive the termination of this agreement.

15. That I shall maintain or cause the Port-A-Port Occupant and Aircraft Owner to maintain in force during the term of this agreement Comprehensive Bodily Injury and Property Damage Liability Insurance with limits, coverages, deductibles and conditions not less than specified by the Port and set forth on Attachment "A" to the agreement, which is incorporated herein by this reference. A certificate or certificates evidencing such insurance coverage shall be provided to the Port prior to the Port's execution of this agreement.

16. That a property interest may be created by this agreement, which interest may be subject to property taxation, and I or the Port-A-Port Occupant and Aircraft Owner may be subject to the payment of property taxes levied on such interest. If the taxing authority assesses me or the Port-A-Port Occupant and Aircraft Owner a possessory interest tax with respect to any tax year any portion of which is included in the term of this agreement, then I shall be responsible for paying or for causing the Port-A-Port Occupant and Aircraft Owner to pay the entire annual possessory interest tax without deduction or pro ration, notwithstanding the termination of this agreement prior to the close of the tax year. I acknowledge that the foregoing constitutes a sufficient statement in accordance with the requirements of Section 107.6 of the California Revenue and Taxation Code.

I shall pay or cause the Port-A-Port Occupant and Aircraft Owner to pay all lawful taxes, assessments or charges which at any time may become a lien or be levied by any federal, state, county, city or any tax assessment levying body upon any interest in this agreement or any possessor right which I or such Port-A-Port Occupant and Aircraft Owner may have in or to the Assigned Space or Port-A-Port by reason of my or such occupant's use or occupancy thereof or

otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by me or such occupant in or about said premises.

17. That in any legal action brought by either party to enforce the terms of this agreement the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorney's fees, at trial and in any appeal.

18. That monthly storage charges or other sum that remains due and unpaid under the terms of this agreement for a period of ten (10) days after it becomes due and payable shall be subject to a delinquency charge, for violation of this agreement of twenty-five dollars (\$25.00), plus a sum equal to *five* one-hundredths of one percent (.05%) of said storage charges or other sum per day for each day from the date such storage charges or such other sum became due and payable until payment of said storage charges or said other sum has been received by the Port. Unpaid delinquency charges that accrue shall be compounded monthly. At the option and sole discretion of the Port, the Port may apply any monies received on the Assigned Space first to any accrued delinquency charges and then to any other storage charges or other sum then due. The delinquency charges provided by this paragraph are in addition to all other remedies provided to the Port by this agreement or otherwise by law to enforce payment of any storage charges or other sum that has become due and has not been paid.

19. I agree that I will not bring any "Toxic Materials" (as hereafter defined in this paragraph 19) onto the Airport, except for Exempted Toxic Materials (as hereafter defined in this paragraph 19), if any, which I agree to use and store in compliance with all applicable Laws and the Airport Rules, Policies and Regulations. As used herein, "Toxic Materials" shall mean (i) substances that are toxic, corrosive, reactive or ignitable, (ii) petroleum products, crude oil (or any fraction thereof) and their derivatives; (iii) explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related hazardous materials; (iv) noxious fumes, vapors, soot or smoke; and (v) substances which now or in the future are defined by applicable local, state or federal law as "hazardous substances," "hazardous materials," "hazardous wastes," "reproductive toxins," or "toxic substances," "pollutants" or "waste" or are regulated under applicable Laws. As used herein, "Exempted Toxic Materials" shall only mean gasoline and oil stored in the fuel tanks and engine of the aircraft that is authorized by this Agreement to use the Assigned Space; provided, however, that Exempted Toxic Materials shall lose their exemption and shall be treated as Toxic Materials in the event of any spilling, leaking, pumping, pouring, emitting, emptying, discharging, infecting, escaping, leaching, dumping or disposing into the environment.

20. That this agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to the principles of conflict of laws).

21. That my notice address under this agreement is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My Fax Number or  
e-mail address is: \_\_\_\_\_

Any notice to me shall be deemed given on receipt if delivered in hand or transmitted by Fax or electronic transmission or three (3) days after mailing if mailed by U.S. Certified Mail, Return Receipt Requested Postage Prepaid.

22. I recognize that Port is required to comply with the security mandates of the Department of Transportation, the Federal Aviation Administration, the Transportation Security Administration, the Department of Homeland Security, and with other governmental and administrative rules and regulations relating to airports. Any procedures determined by Port to be applicable to this agreement in order for Port to comply with the foregoing will be furnished to me in writing, and delivered by facsimile transmission, confirmed by mail, to me at my notice address provided in paragraph 21 above. I shall be responsible for full compliance by the Port-A-Port Occupant and Aircraft Owner and me with all procedures delivered by facsimile transmission to me. Such procedures are subject to change without notice other than delivery thereof to me, as provided for above. I shall reimburse Port, within fifteen (15) days from receipt of Port's invoice, and documentation showing that payment of any civil penalty or fine is my responsibility hereunder, the amount of such civil penalty or fine that may be assessed against Port by any governmental agency for any violation of applicable security rules or regulations which arises out of my failure or the failure of the Port-A-Port Occupant and Aircraft Owner or my agents, employees, representatives and permitted sublicensees and assignees to comply with all applicable Laws or the provisions of this paragraph. In such event, Port shall also have all of its other rights and remedies provided in this agreement and arising at law or in equity. My obligations under this paragraph arising out of acts or omissions that occurred during the term of this agreement shall survive the termination of this agreement.

23. That I acknowledge and agree that my right to use the Assigned Space shall not be exclusive and, to the extent permitted by the provisions of the Port's existing or future agreements with the United States of America granting federal funds for the development of the Airport, shall be a non-exclusive preferential right (as hereinafter defined). "Nonexclusive preferential right" means that the Assistant Director of Aviation may permit the use of the Assigned Space by members of the general public so long as such use does not unreasonably interfere with my use of the Assigned Space.

24. That I hereby acknowledge receipt of Attachments "A" and "B" to this agreement and I agree to the terms of such Attachments. References in these attachments to "Permittee" shall mean me.

**WAIVER OF JURY TRIAL**

TO THE FULLEST EXTENT PERMITTED BY LAW, PORT AND I DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS AND COVENANTS OF THIS AGREEMENT.

DATE \_\_\_\_\_ APPLICANT'S SIGNATURE \_\_\_\_\_

ASSIGNED AIRPORT RAMP IN BUILDING SPACE \_\_\_\_\_ OR TIEDOWN SPACE IN SPACE \_\_\_\_\_: \_\_\_\_\_ SQ. FT. \$ \_\_\_\_\_ RATE;  
DATE OF COMMENCEMENT OF TERM \_\_\_\_\_.

APPROVED \_\_\_\_\_  
NORTH FIELD ADMINISTRATION

**PAYMENT BREAKDOWN:**

APPROVED

First Month's Storage Charges \$ \_\_\_\_\_  
Security Deposit \$ \_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Total: \$ \_\_\_\_\_

\_\_\_\_\_  
Audrey Forte, Insurance Analyst  
Airport Risk Transfer Unit

**FORM G**

**ATTACHMENT "A"  
INSTRUCTIONS**

Certificate of Insurance for Aircraft  
For North Field Ramp Permits

Please be sure your Certificate of Insurance reflects evidence that the following insurance items/ coverages are in effect:

1. AIRCRAFT LIABILITY: **\$100,000/300,000/ 100,000 minimum**
2. PORT OF OAKLAND/OAKLAND AIRPORT named as additional insured BY ENDORSEMENT
3. CROSS-LIABILITY ENDORSEMENT
4. FIRM, NOT CONDITIONAL, 30-DAY NOTICE OF CANCELLATION
5. DESCRIPTION OF THE VEHICLE(S) INSURED  
ORIGINAL SIGNATURE (from your Insurance Agent or Representative is required by Risk Management Department on the Certificate of Insurance and the Additional Insured Endorsement.
6. IMPORTANT: To avoid any inconvenience or delay in the approval of your vehicle agreement, please be sure your Certificate of Insurance reflects coverage of all five of the above requirements before sending it to the following address:

**Port of Oakland/ Oakland International Airport  
ATTN: Risk Transfer Office  
One Airport Drive, Box 45  
Oakland, CA 94621**

7. Should you or your insurance broker have any questions pertaining to the insurance requirements listed above, please contact;

**Audrey Forte-Green, Insurance Analyst  
Airport Risk Transfer Office  
510.563.3631 (office)  
510.636.0626 (fax)**

Please direct all other questions regarding the application or agreement and return the completed application & agreement (with proper signatures) to operate a vehicle at Oakland International Airport to:

**Misi Pulu  
Airport Properties Department  
9532 Earhart Road, Suite 201  
Oakland, CA 94621  
510.563.3696 (office)  
510.636.1216 (fax)**



**ATTACHMENT "A-2"**  
**INSTRUCTIONS**

*Certificate of Insurance for General Liability  
For Privately Owned Port-o-Port Tenants*

Please be sure your Certificate of Insurance reflects evidence that the following insurance items/coverages are in effect:

1. GENERAL LIABILITY: \$1 million, including Contractual Liability
2. PORT OF OAKLAND / OAKLAND INTERNATIONAL AIRPORT named as additional insured BY ENDORSEMENT
3. CROSS-LIABILITY ENDORSEMENT
4. FIRM, NOT CONDITIONAL, 30-DAY NOTICE OF CANCELLATION
5. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY
6. INSURED'S NAME AND SPACE NUMBER OF THE PORT-A-PORT
7. ORIGINAL SIGNATURE (from your Agent or Insurance Representative is required by Risk Management Department on the Certificate of Insurance and the Accitional Insured Endorsement.
8. IMPORTANT: To avoid any inconvenience or delay in the approval of Port-o-Port agreement, please be sure your Certificate of Insurance reflects coverage of all seven of the above requirements before sending it to the following address:

**Port of Oakland / Oakland International Airport**  
**ATTN: Risk Transfer Office**  
**One Airport Drive, Box 45**  
**Oakland, CA 94621**

9. Should you or your insurance company representative have any questions pertaining to the insurance requirements listed above, please contact:

**Audrey Forte-Green, Insurance Analyst**  
**Airport Risk Transfer Office**  
**510.563.3631 (office)**  
**510.636.0626 (fax)**

Please direct all other questions regarding the application or agreement and return the completed application and agreement (with proper signatures) to rent Port-o-Port space at Oakland International Airport to:

**Misi Pulu**  
**Oakland International Airport**  
**Airport Properties Department**  
**9532 Earhart Road, Suite 201**  
**Oakland, CA 94621**  
**510.563.3696 (office)**  
**510.636.1216 (fax)**

**ATTACHMENT "B"**  
**DISCRIMINATION NOT PERMITTED**

1. Compliance with Regulations.

(a) The Permittee shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(b) Nondiscrimination. The Permittee, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, creed, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Permittee shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Permittee for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Permittee of the Permittee's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports. The Permittee shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Permittee is in the exclusive possession of another who fails or refuses to furnish this information, the Permittee shall so certify to the Port or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

2. The Permittee for itself, its 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 Assigned Space described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

3. The Permittee for itself, its 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:

- (i) 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,
- (ii) that in the construction of any improvements on, over, or under such Assigned Space 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 subjected to discrimination, (iii) that the Permittee shall use the Assigned Space in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21. Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

4. The Permittee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Permittee during the term of this agreement.

5. In furtherance of Port's long standing policy to insure that equal employment opportunity is achieved and nondiscrimination is guaranteed in all Port related activities, Permittee for itself and its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree with respect to Permittee's activities upon the Assigned Space and as a covenant running with the land:

(a) That Permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status. Permittee shall take affirmative action to ensure that applicants and employees are treated fairly. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Port's Equal Opportunity Employment Officer setting forth the provisions of this paragraph;

(b) That Permittee shall, in all solicitations or advertisements for employees placed by or on behalf of Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status;

(c) That Permittee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Port's Equal Opportunity Employment Officer, advising the labor union or workers' representative of the Permittee's commitments under this paragraph, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) That Permittee shall not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, actual or perceived sexual orientation, age, national origin, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status in furnishing, or by refusing to furnish, to such person or persons the use of any public facility upon the Assigned Space, including any and all services, privileges, accommodations, and activities provided thereby;

(e) That Permittee shall maintain work force records showing male, female and minority employees by job category and similar information with respect to new hires and shall permit the Port's Equal Opportunity Employment Officer to inspect such records at all reasonable times and not less than annually and shall submit a summary of such information annually on a form provided by the Port;

(f) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans with Disabilities Act of 1990, or veterans status, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

(g) That Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, as issued on February 7, 1980, or as subsequently amended by the United States Department of Transportation, Federal Aviation Administration. Permittee further 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. Permittee assures that it will require that its covered suborganizations provide assurances to Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect; and

(h) Permittee agrees that it shall not discriminate against any professional service or vendor because of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status; and that the Permittee shall, in all solicitations or advertisements placed by or on behalf of Permittee, for professional services, vendors or contractors, state that all qualified bidders will receive consideration on merit, without regard to race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status.

6. That Permittee's noncompliance with any of the provision of this Attachment "B" shall constitute a material breach of this agreement. In the event of a breach of any of the above stated nondiscrimination and affirmative action covenants, the Port or the United States shall have the right to consider but not be limited to the following:

(a) Withholding of payments to Permittee under this agreement until the Permittee complies; or

(b) The Port may terminate this agreement and re enter and possess the Assigned Space and the facilities thereon, and hold the same as if this agreement had never been made, without liability therefor; or

(c) The Port or the United States may seek judicial enforcement or said covenants.

7. Should the Permittee authorize another person, with Port's prior written consent, to provide services or benefits from the Assigned Space or at the Airport, Permittee shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this Attachment "B". Permittee shall furnish the original or a true copy of such agreement to Port. Port may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Permittee agrees that it will adopt any such requirement as a part of this agreement.

8. If Permittee shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Permittee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.