



Commercial Skydiving Parachute Drop Zone Access Agreement

Between:

City of Venice, Florida

and

Skydive Venice Beach, Inc.

Commencement:

October 1, 2016

Table of Contents

Section		Page
1	Term.....	4
2	Taxes, Licenses, Permits.....	4
3	Conditions of Approval.....	4
4	Operator's Responsibilities.....	5
5	Fees.....	6
6	Non-Transferability, No Exclusive Right, No Right to Lease, No Assignment.....	6
7	Insurance Requirements.....	7
8	Indemnity.....	9
9	Release of Liability.....	10
10	Airport Rules and Regulations, Minimum Standards and any other Governing Document over the Airport.....	11
11	Signage.....	13
12	Environmental Compliance.....	13
13	Notices.....	14
14	Enforcement, Suspension, or Termination.....	14
15	Property Rights Reserved.....	16
16	Federal Review.....	16
17	Waiver.....	17
18	Invalidity of Clauses.....	17
19	Amendments.....	17
20	Corporate Operators.....	17

Section	Page
21 Relationship of the Parties.....	18
22 Acknowledgement.....	18
Exhibit A Airport Layout Plan	
Exhibit B Release of Liability and Indemnification Agreement	
Exhibit C Parachute Jump Manifest	
Exhibit D Sworn Statement on Public Entity Crimes	
Exhibit E Skydiving Standard Operating Procedures	

Commercial Skydiving Parachute Drop Zone Access Agreement

This ACCESS AGREEMENT, hereinafter "Agreement" is entered into between the CITY OF VENICE, a municipal corporation under the laws of the State of Florida, hereinafter referred to as the "CITY," and SKYDIVE VENICE BEACH, INC., a Florida corporation, hereinafter referred to as the "OPERATOR," for non-exclusive use of the Parachute Drop Zone and the Alternate Parachute Drop Zone located on Venice Municipal Airport ("Airport"), as depicted on "**Exhibit A**" attached hereto and respectively identified as the "PROPOSED PARACHUTE DROP ZONE" and the "ALTERNATE PARACHUTE DROP ZONE," and which are hereinafter collectively known as the "PDZ," unless otherwise stated.

1. **Term.** The term of this Agreement shall be for a period of one (1) year, commencing on October 1, 2016, and ending on September 30, 2017. Subject to the terms and conditions set forth herein, this Agreement may be automatically renewed for subsequent one (1)-year terms.
2. **Taxes, Licenses, Permits.** The OPERATOR shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its commercial skydiving activities and use of the PDZ. The OPERATOR may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. The OPERATOR shall acquire and maintain current any and all municipal, state or federal licenses or permits that are required for the conduct of its business.
3. **Conditions of Approval.**
 - 3.1. Except under emergency circumstances, OPERATOR shall at all times use the area identified as the "PROPOSED PARACHUTE DROP ZONE" on Exhibit A for all skydiving/parachute jumping activities unless otherwise directed by the CITY to use the "ALTERNATE PARACHUTE DROP ZONE." Except in emergencies, skydiving activities shall always be confined to the PDZ.
 - 3.2. The OPERATOR shall adhere to any and all applicable Federal Aviation Administration (FAA) regulations, orders, advisories and the United States Parachute Association (USPA) basic safety requirements and advisories pertaining to skydiving operations and the use of the PDZ.

3.3. The OPERATOR shall comply with the City's Skydiving Standard Operating Procedures as may be amended from time to time.

3.4 The OPERATOR shall immediately notify Airport Management at (941) 486-2711 for any of the following events:

- a. A landing by a skydiver/parachute jumper outside of the PDZ.
- b. Loss of equipment during a jump.
- c. Any accident requiring medical transport or medical emergency services.
- d. Any worker's compensation claim made by any of OPERATOR's employees or independent contractors.

3.5. Non-emergency notifications, which do not constitute reportable events (as identified in Section 3.4), should be made to Airport Management staff either in person or by phone within 24 hours of the non-emergency event. For occasions when the Airport Management staff may not be available and the matter requires immediate attention, the CITY's Police Department may be contacted at (941) 486-2444.

4. OPERATOR's Responsibilities.

4.1. The PDZ shall be maintained by the CITY; however, the OPERATOR shall be responsible for assuring that the PDZ remain at all times free of any structures, vehicles, equipment, debris, and trash.

4.2 The OPERATOR acknowledges that neither the City nor its representatives have made any warranties of any nature whatsoever regarding the PDZ or the Airport including, but not limited to, the suitability of the PDZ for the OPERATOR's intended use thereof.

4.3 The OPERATOR shall cooperate and coordinate with the CITY and other PDZ users for the operation of the PDZ.

4.4 Any proposed relocation, modification or alteration of the PDZ shall be requested by OPERATOR to the CITY in writing. The City shall review the request in a timely manner, and shall include in such review, a determination as to the compatibility of the proposal with the Airport Layout Plan for Venice Municipal Airport, applicable federal and state

regulations, orders, advisories, USPA guidance, and the CITY's Airport Rules and Regulations, Minimum Standards, as well as any other applicable governmental rules, regulations, and codes. The Operator shall be solely responsible for any expenses associated with reviewing the request and, if approved, expenses for the relocation, modification or alteration of the PDZ.

5. **Fees.** Nothing in this AGREEMENT shall be construed as preventing the City from establishing reasonable and non-discriminatory fees or charges for use of the PDZ by the OPERATOR in connection with its operations on the Airport, and the OPERATOR agrees to pay such fees or charges for use of the PDZ if so required by the CITY, as may be adjusted or amended from time to time. The OPERATOR acknowledges and agrees that failure to pay such fees or charges shall be considered a violation of this AGREEMENT and, in addition to any other remedy available to the CITY, shall be grounds for immediate termination of the AGREEMENT. Any fees or charges, if applicable, shall be made payable to the City of Venice at a time and place as shall be designated in writing to the OPERATOR by the CITY. A late charge equal to five percent (5%) of any applicable fee or charge shall be assessed for any payment paid ten (10) or more days after its due date.

6. **Non-Transferability. No Exclusive Right. No Right to Lease. No Sublease. No Assignment.**

5.1. This Agreement is non-transferable.

5.2. This Agreement shall not be construed or interpreted as an "exclusive right" within the provisions of section 308a of the FAA Act of 1958, as amended.

5.3. This Agreement is not and may not be construed as a lease of any Airport or CITY property, nor does it convey any right to such a lease.

5.4. The OPERATOR shall not allow or permit any person(s), firms, or corporations to occupy or use any part of the PDZ other than for temporary use associated with OPERATOR's skydiving operations.

7. Insurance Requirements.

7.1. The OPERATOR shall procure and maintain at its own cost, during the life of the Agreement, the insurance coverages listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the CITY.

- a. Commercial General Liability, providing coverage for premises and operations including, but not limited to, bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) aggregate.
- b. Airport Premises Liability, with limits of not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) aggregate.
- c. Hangar Keepers' Liability, if applicable, with limits equal to or greater than actual exposure.
- d. Aircraft Liability, with limits not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) aggregate.
- e. Automobile Liability, if applicable, including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) aggregate.
- f. Workers Compensation, in accordance with Florida statutory law and Employers Liability insurance with a limit of not less than one hundred thousand (\$100,000) each accident, one hundred thousand dollars (\$100,000) each disease/employee, five hundred thousand (\$500,000) each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

7.2. All policies required by this Agreement, with the exception of Workers Compensation, or unless specific approval is given by the CITY, are to be written on an occurrence basis, and for liability policies shall name the City of Venice, its elected officials, officers, agents, and employees as additional insured as their interest may appear under this Agreement.

Insurer(s) shall agree to waive all rights of subrogation against the City of Venice, its elected officials, officers, agents, and employees.

- 7.3. Each insurance policy required by this Agreement shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
- 7.4. All policies required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice to the CITY by certified mail, return receipt requested.
- 7.5. The CITY reserves the right to periodically review coverage form/policy, and amount of insurance, and revise the same as deemed reasonably necessary by the CITY by providing not less than thirty (30) days written notice to the OPERATOR.
- 7.6. The procuring of required policies of insurance shall not be construed to limit OPERATOR's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
- 7.7. The OPERATOR shall, at its sole cost, be responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the CITY is an insured under the policy.
- 7.8. The OPERATOR shall, at its sole cost, comply with all requirements of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Agreement.
- 7.9. Certificates of insurance evidencing occurrence form coverage and conditions to this Agreement are to be furnished to the CITY fourteen (14) days prior to commencement of this Agreement and prior to expiration of each insurance policy.
- 7.10. The OPERATOR agrees to provide immediate notice to the CITY of any claim or loss against the OPERATOR that includes the CITY as a defendant. The CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the CITY.
- 7.11. Notwithstanding said insurance policies, the OPERATOR shall be obligated for the full and total amount of any damages, injury, or loss caused by the negligence, recklessness, or

intentional wrongful conduct of the OPERATOR and persons employed or utilized by the OPERATOR in connection with this Agreement.

- 7.12. In the event that any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the CITY has the right, but not the obligation, to obtain the insurance it deems necessary. Any premium paid by the CITY shall be promptly reimbursed by the OPERATOR.

8. Indemnity.

- 8.1. The OPERATOR and the CITY agree that the CITY, including its City Council, boards, commissions, officers, employees, agents, or volunteers, shall be fully protected from any loss, injury, damage, claim, lawsuits, cost, expense, attorney's fees, litigation costs, defense costs, court costs, or any other cost arising out of or in any way related to the activities permitted by this Agreement (whether directly, indirectly, arising out of, or connected in any way with the skydiving activities provided for herein). Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY. The OPERATOR acknowledges that the CITY would not grant this Agreement in the absence of the commitment from the OPERATOR to indemnify and protect the CITY as set forth herein.

- 8.2. To the fullest extent permitted by law, the OPERATOR shall defend, indemnify, and hold harmless the CITY, including its City Council, boards, commissions, officers, employees, agents, or volunteers, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorney fees incurred by the CITY, court costs, interest, defense costs including expert witness fees, and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, or arising out of the activities associated with this Agreement. All obligations under this provision are to be paid by the OPERATOR as they are incurred by the CITY.

- 8.3. Without affecting the rights of the CITY under any provision of law, this Agreement, or this section, the OPERATOR shall not be required to indemnify and hold harmless the CITY, as set forth above, for liability attributable to the fault of the CITY, provided such fault is determined by written agreement of the parties or the findings of a court of competent

jurisdiction. This exception will apply only in instances where the CITY is shown to have been solely at fault and not in instances where the OPERATOR is solely or partially at fault or in instances where the CITY's fault account for only a percentage of the liability involved. In those instances, the obligation of the OPERATOR will be all inclusive and the CITY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the CITY.

8.4. The OPERATOR acknowledges that its obligation to defend, indemnify and hold harmless pursuant to this section extends to liability attributable to the CITY, if that liability is less than the sole fault of the CITY. The OPERATOR shall have no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of the CITY. The OPERATOR shall defend, indemnify and hold harmless the CITY until a determination by a court of competent jurisdiction is made that the liability is attributable to the sole fault of the CITY. For purposes of clarification, under this section, the OPERATOR will defend, indemnify and hold harmless the CITY even where claims are raised directly against the CITY for the CITY's own negligence unless all of the claims are attributable to the CITY's sole negligence.

8.5. The OPERATOR agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from any assignee, subcontractor, or any other person or entity involved by, for, with, or on behalf of the OPERATOR in the performance of the subject matter of this Agreement. In the event the OPERATOR fails to obtain such indemnity obligations from others as required here, the OPERATOR agrees to be fully responsible according to the terms of this section and includes defense, indemnity, and hold harmless obligations where claims allege that the CITY is also negligent or partially responsible for liability arising from the OPERATOR's actions. Failure of the CITY to monitor compliance with these requirements imposes no additional obligations on the CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend the CITY as set forth herein is binding on the successors, assigns, or heirs of the OPERATOR and shall survive the termination of this Agreement or this section.

9. **Release of Liability.** All passengers occupying any of OPERATOR's aircraft at any time including, but not limited to, all skydivers/parachute jumpers shall, prior to being listed on the aircraft's manifest and boarding the aircraft, sign a Release of Liability and Indemnification Agreement ("Release"), a sample copy of which is attached hereto as "**Exhibit B**," and a copy of every such

executed Release shall be provided to the CITY and/or Airport Management or designee upon request. A new Release must be obtained for all skydivers/parachute jumpers each calendar year. The current release on file for any skydiver/parachute jumper shall not be more than twelve (12) months old. The OPERATOR must retain the original of all executed Releases in its files for a period of no less than five (5) years from their date of execution. The OPERATOR shall create an aircraft manifest on a form approved by the CITY, a sample copy of such form is attached hereto as "**Exhibit C,**" listing the first and last name and capacity of every person on board any flight on which skydiving operations are conducted and which originates from the Airport. Throughout the term of this Agreement, starting on the second full month of operation, OPERATOR must provide a copy of the monthly aircraft manifest for the prior month to Airport Management by the tenth (10th) day of each month.

10. Airport Rules and Regulations, Minimum Standards and any other Governing Document over the Airport.

10.1. The OPERATOR hereby agrees to be bound in the operation of its services at the Airport by all Airport Rules and Regulations, the Airport's Minimum Standards, the CITY's Skydiving Standard Operating Procedures, the CITY's Ordinances, and any other such governmental regulations, whether municipal, state, or federal. The CITY reserves the right to adopt, amend, and enforce reasonable rules and regulations governing the PDZ and the public area and facilities used by the OPERATOR. Such rules and regulations shall be consistent with the safety, security, and overall public utility of the Airport and with the FAA's rules, regulations, orders, and advisories with respect to aircraft and airport regulations. The OPERATOR agrees to abide by all such rules and regulations adopted and amended by the CITY and specifically agree that violation of any such rule and regulation shall constitute an Event of Default as provided in this Agreement.

10.2. The OPERATOR shall comply with all applicable regulations relating to security, including but not limited to the Airport's security plan and access policy, whether existing or as may be updated from time to time, and shall conduct operations on the Airport in a manner acceptable to the CITY, so as to prevent or deter unauthorized persons from obtaining access thereto.

10.3. The OPERATOR agrees to be subject to the termination of this Agreement resulting from violations of any applicable standard, procedure, rule, law, or regulation as provided for herein.

10.4. The OPERATOR will keep current any and all municipal, state, or federal licenses or permits required for the conduct of its business.

10.5. This Agreement is subordinate and subject to the provisions of existing and/or future agreements between the CITY and the United States of America, Florida Department of Transportation (FDOT), or any other governmental authority, and all applicable ordinances, laws, orders, rules or regulations now or hereafter in effect (including, but not limited to, airport grant assurances contained in agreements with the FAA and/or FDOT and airport compliance requirements issued by the FAA). Should any provisions of this Agreement be or become contrary to any of said agreements, enactments, ordinances, orders, rules and regulations, those agreements, enactments, ordinances, orders, rules or regulations shall control, each and every clause required by law or agreement to be inserted in this Agreement shall be deemed inserted herein, and this Agreement shall be read and enforced as though each such clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction, and the other party hereby agrees to such amendment.

10.6. The OPERATOR agrees that:

- a. No person on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in relation to the OPERATOR's use of the PDZ pursuant to this Agreement or, in providing employment, and in the furnishing of services thereon; and
- b. The OPERATOR shall use the premises in compliance with all of the requirements imposed by or pursuant to 41 CFR Part 60, 49 USC 306, 49 CFR Part 21, 49 CFR Part 27, or the assurances contained in FAA Order 5100.38A as said laws, regulations, or assurances may be amended from time to time. The OPERATOR shall, at its sole discretion, be permitted to determine a person's fitness, physically and emotionally, for participation in skydiving activities.

10.7. The OPERATOR assures that it will comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, or age, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the OPERATOR for the period during which Federal assistance is extended to the airport

program, except for Federal assistance as to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the PDZ is used by the CITY for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the CITY retains ownership or possession of the PDZ.

10.8. Insofar as 14 CFR 152.421 is applicable to the OPERATOR, the OPERATOR will comply with the requirements of 14 CFR 152.421. The OPERATOR shall not use the PDZ in any manner which might interfere with the taxiing, landing, or taking off of aircraft from the Airport or which may otherwise constitute a hazard. In the event the aforesaid covenant is breached, the CITY will, at its sole discretion, enter upon the PDZ and abate such interference at the expense of the OPERATOR.

11. **Signage.** The OPERATOR shall not erect, or install any signs on the Airport without prior written consent from the CITY. All signage must be in accordance to the CITY's Code of Ordinances.

12. **Environmental Compliance.**

12.1. The OPERATOR hereby agrees to be bound in the operation of its services at the Airport by all Airport Rules, Regulations, Minimum Standards, County Ordinances, City Ordinances or other such governmental regulations, whether municipal, state, or federal, including, but not limited to, those that deal with hazardous materials and/or the regulation of protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land. The OPERATOR will immediately, upon request, verify compliance to any such requirement, which may be amended or otherwise modified from time to time.

12.2. If the presence of any hazardous material on, under, or about the PDZ caused by the OPERATOR results in any contamination of the PDZ, the OPERATOR shall promptly take all actions, at its sole cost and expense, as are necessary to return the PDZ to the condition

existing prior to the introduction of any such hazardous material to the PDZ. The OPERATOR shall take all steps necessary to remedy and remove any such hazardous materials and special wastes and any other environmental contamination put on or under the PDZ by the OPERATOR as is presently or subsequently discovered on or under the PDZ as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the PDZ into compliance with all environmental requirements. Such procedures are subject to:

- a. The OPERATOR shall submit a written plan for completing all remediation work. The Airport Director or designee retains the right to review and inspect all such work at any time using consultants and/or representatives of their choice.
- b. Such proposed actions of remediation by the OPERATOR shall not have any material adverse long-term effect on the PDZ.

13. **Notices.** All notices and other communications required to be given under this Agreement shall be in writing, and shall be delivered at the addresses set out herein. Notice may be given by personal delivery, recognized overnight courier, by United States mail, or by e-mail transmission.

To the CITY:

Mark Cervasio, Airport Director
Venice Municipal Airport
150 Airport Ave East
Venice, FL 34285
E-mail: mcervasio@flyvnc.com

To the OPERATOR:

Christian Schoemig
Skydive Venice Beach, Inc.
160 Airport Avenue East
Venice, FL 34293
E-mail: schoemig@aol.com

14. **Enforcement, Suspension, or Termination.**

- 14.1. The conditions of this Agreement may be enforced by any means and methods by which the CITY may secure compliance with the provisions of its CITY Code of Ordinances. These include, but are not necessarily in order of or limited to, the following: warning notices, administrative citations, civil or criminal enforcement and/or injunctive relief. Multiple

enforcement remedies may be used to achieve compliance in the event of continuing violations.

14.2. In lieu of, or in conjunction with, enforcement remedies, this Agreement may be suspended for a violation of any of the conditions of approval as set forth herein. Written notice of violation shall be given to the OPERATOR, or that person then in-charge of conducting the OPERATOR's activities on the Airport, by the CITY. The notice shall set forth the specific violation. The OPERATOR agrees that, upon receipt of written notice of violation from the CITY, it will immediately cease and suspend the conduct leading to the violation. If the violation is not one that can be immediately cured, the OPERATOR agrees to immediately begin addressing the violation in order to remedy such violation as quickly as feasible.

14.3. If the OPERATOR refuses or fails to address the violation as provided above, this Agreement shall be suspended and the OPERATOR shall immediately cease all use of the PDZ. Repeated violations by OPERATOR or any violation related to safety may be grounds for immediate termination of this AGREEMENT.

14.4. The CITY agrees to cooperate with the OPERATOR in its efforts to remedy or to address a cited violation or notice of violation. If and when such violation has been addressed, a written notice that the violation has been addressed and/or a reinstatement of the Agreement shall be given to the OPERATOR.

14.5. In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Agreement by means of court action or administrative enforcement, the laws of the State of Florida shall govern the interpretation of the terms and conditions of this Agreement and such action shall be brought in a court of proper jurisdiction in Sarasota County, Florida. The prevailing party of any such action, in addition to any other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the prevailing party.

14.6. The effectiveness of this Agreement is at all times conditioned upon the eventual and continuous approval by the Federal Aviation Administration, Florida Department of Transportation, and the City of Venice City Council of the Airport Layout Plan for Venice Municipal Airport with the PDZ shown as an approved "PARACHUTE DROP ZONE" and/or approved "ALTERNATE PARACHUTE DROP ZONE." The failure of any of the listed entities to approve the Airport Layout Plan for Venice Municipal Airport with the PDZ shown as

an approved "PARACHUTE DROP ZONE" and/or approved "ALTERNATE PARACHUTE DROP ZONE" shall be grounds for immediate termination of this Agreement.

13.7 The CITY may at any time and from time to time close all or any portion of the PDZ to abate or rectify a condition determined by the CITY in its sole discretion to be unsafe or dangerous, to perform maintenance, and/or for public safety or security of the Airport. In the event that the PDZ is closed, the OPERATOR agrees that the CITY shall not be liable for, and OPERATOR hereby waives, any claims for lost profits, economic losses or other consequential damages.

14.8. In the event that both the approved "PARACHUTE DROP ZONE" and approved "ALTERNATE PARACHUTE DROP ZONE" are no longer compatible with aeronautical development at the Airport, the CITY reserves the right to terminate this Agreement with one hundred twenty (120) days written notice given to the OPERATOR

15. Property Rights Reserved.

15.1. This Agreement and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the CITY acquired the Airport from the United States of America and the Agreement, or subsequent amendments thereto, shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

15.2. This Agreement shall also be subordinate to the provisions of any existing or future agreements between the CITY and the United States Government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds.

16. Federal Review. OPERATOR acknowledges this Agreement may be subject to the review and inspection of the federal government to determine satisfactory compliance with the CITY's obligations thereto. The OPERATOR agrees to modify any of the terms and conditions of this

Agreement which may be determined by the federal government to be in violation of existing laws, regulations, grant assurances or other requirements. In the event the parties are unable to agree to a reasonable modification of the terms and conditions of this Agreement in accordance with the requirements of the federal government, the CITY may rescind this Agreement by providing thirty (30) days written notice to the OPERATOR.

17. **Waiver.** The waiver by the CITY of, or the failure of the CITY to, take action with respect to any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the Agreement. The subsequent acceptance of payment of fees under this Agreement by the CITY shall not be deemed to be a waiver of any preceding breach by the OPERATOR of any term, covenant, or condition of this Agreement, other than the failure of OPERATOR to pay the particular fee so accepted, regardless of the CITY's knowledge of the preceding breach at the time of acceptance of payment.

18. **Invalidity of Clauses.** The invalidity of any portion, article, paragraph, section, provision, or clause of this Agreement shall have no effect upon the validity of any other any portion, article, paragraph, section, provision, or clause of this Agreement.

19. **Amendments.** Unless otherwise specified herein, this Agreement may only be amended or modified by written instrument executed by the parties hereto.

20. **Corporate Operators.**

20.1. If OPERATOR is a corporation, the undersigned officer of OPERATOR hereby warrants and certifies to the CITY that the OPERATOR is a corporation in good standing and is authorized to do business in the State of Florida and shall provide proof of good standing to the CITY. The undersigned officer of the OPERATOR hereby further warrants and certifies to the CITY that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto. The CITY, before it accepts and delivers this Agreement, shall require the OPERATOR to

supply it with a Sworn Statement on Public Entity Crimes, "**Exhibit D**" attached hereto and incorporated herein, and a certified copy of the corporate resolution authorizing the execution of this Agreement by the OPERATOR. If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock of the OPERATOR, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, then the OPERATOR shall submit a current Sworn Statement on Public Entity Crimes to the CITY within thirty (30) days of such change. Furthermore, the OPERATOR shall have an affirmative obligation to notify the CITY immediately of any such change.

20.2. If the OPERATOR is a corporation, other than one whose shares are regularly and publicly traded on a recognized stock exchange, the OPERATOR represents that the ownership and power to vote its entire outstanding capital stock belongs to and is vested in the officer or officers executing this Agreement.

21. **Relationship of the Parties.** The OPERATOR is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, shall not be deemed an agent of the CITY, and the CITY shall in no way be responsible for the duties and obligations of the OPERATOR.

22. **Acknowledgement.** The parties acknowledge that they have read this Agreement, that they fully know, understand and appreciate its contents, that they have been advised by or have had an opportunity to consult with their counsel regarding its contents, and that they are executing the same and making the promises herein voluntarily, with authority, and of their own free will. The parties further acknowledge that this Agreement is predicated on the Federal Aviation Administration's Parachute Operation Risk Assessment and subsequent determination that the overall level of risk would be "low" based on the CITY and OPERATOR implementing the CITY's Skydiving Standard Operating Procedures as set forth in "**Exhibit E**" hereto, as may be amended from time to time, and other accepted or approved risk mitigation measures.

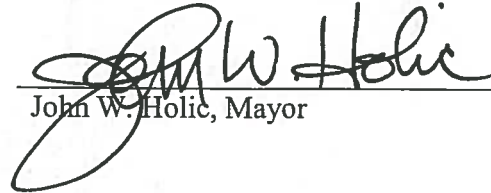
IN WITNESS WHEREOF, the parties have executed this instrument as of this 13 day of ~~September~~, 2016.
December

Attest:

City of Venice, Florida


City Clerk

By:


John W. Holic, Mayor

Approved By City Council

Date: 9/27/2016

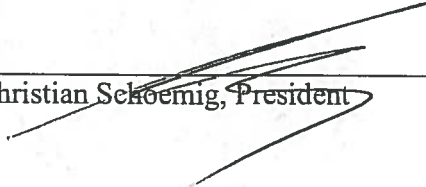
Witness:

Skydive Venice Beach, Inc.



As to Operator

By:


Christian Schoemig, President

Approved as to Form:


City Attorney

[illegible]

EXHIBIT B

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration of being permitted to engage in skydiving/parachute jumping and related activities (collectively, "Activities") on the Venice Municipal Airport ("Airport"), I
_____ hereby agree as follows:

1. **Release of Liability.** I hereby release and discharge the City of Venice, its elected officials, employees, and agents (hereinafter collectively referred to as the "Releasees") from any and all liability, claims, demands, loss, or causes of action whatsoever arising out of or in any way connected to my use of the Airport or my participation in the Activities, including, but not limited to, any damage, loss or injury to me or my property, or my death, whether resulting from negligence of or other fault, either active or passive, of the Releasees or from any other cause.
2. **ASSUMPTION OF RISK.** I KNOW AND UNDERSTAND THE SCOPE, NATURE, AND EXTENT OF THE RISKS INVOLVED IN THE ACTIVITIES AND THAT SOME OF THE DANGERS CANNOT BE FORESEEN. I VOLUNTARILY, FREELY, AND EXPRESSLY CHOOSE TO INCUR ALL RISKS ASSOCIATED WITH THE ACTIVITIES, UNDERSTANDING THOSE RISKS MAY INCLUDE BODILY AND PERSONAL INJURY, DAMAGE TO PROPERTY, DISFIGUREMENT OR DEATH. I VOLUNTARILY AND FREELY CHOOSE TO INCUR SUCH RISKS AND TAKE RESPONSIBILITY THEREFOR.
3. **Permit Not to Sue.** I agree not to institute any lawsuit or cause of action against any of the Releasees, or to initiate or assist in the prosecution of any claim for damages against Releasees, which I may have by reason of injury to my person or property arising from or in any way connected to my participation in the Activities or use of the Airport, whether caused by the negligence or fault, active or passive, of any of the Releasees or from any other cause.
4. **Indemnification.** I agree to indemnify, defend, and hold harmless the Releasees from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses, arising from or in any way connected to my use of the Airport or my participation in the Activities, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.
5. **Parties Bound.** It is my understanding and intention that this Agreement shall be binding upon my heirs, executors, administrators, personal representatives, and anyone else claiming on my behalf.
6. **Severability.** In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Date: _____

Address: _____

Signature: _____

Printed Name: _____

Phone Number: _____

[illegible]

EXHIBIT D

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF VENICE, FLORIDA, by Skydive Venice BEACH, INC., whose business address is 160 Airport Avenue East, Venice, Florida 34285, and whose Federal Employer Identification Number (FEIN) is _____.
2. My name is _____ and my relationship to SKYDIVE VENICE BEACH, INC., is _____.
3. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
4. I understand that “convicted” or “conviction” as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means:
 - (1) A predecessor or successor of a person convicted of a public entity crime: or
 - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate”

EXHIBIT D

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, that statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity (or an affiliate of the entity), has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

EXHIBIT D

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

Date: _____

Signature: _____

State of: _____

County of: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, in the year _____.

My commission expires: _____

Notary Public

Printed Name or Stamp of Notary Public

Personally known to me or produced _____ as identification.



SKYDIVING STANDARD OPERATING PROCEDURES

These Standard Operating Procedures (SOP) for commercial skydiving operations are intended to enhance ground and flight safety for skydiving activities, as well as for all other users of Venice Municipal Airport. These SOP are not meant to conflict with, and are subordinate to Federal Aviation Administration (FAA) regulations, policies, practices, advisories, and United States Parachute Association (USPA) guidance.

A. Definitions

“Air Operations Area” or “AOA” shall mean all airport areas where aircraft can operate, either under their own power or in tow. This includes, but is not limited to, all runways, taxiways and aprons.

“Airport” or “VNC” shall mean Venice Municipal Airport, Venice, Florida.

“Airport Operator” shall mean the airport proprietor, which is the agency, group or individual exercising control over the airfield and is commonly known as airport management.

“Loading Area” shall mean the location where aircraft boarding will occur for all passengers.

“Parachute Jump” or “Jump” shall mean a parachute operation that involves the descent of one or more persons to the surface under a single parachute canopy after departing an aircraft in flight.

“Skydiving Flight” shall mean the takeoff and ascent of an aircraft for the purposes of supporting one or more parachute jumps.

“Parachute Drop Zone (PDZ)” or “Drop Zone (DZ)” shall mean the pre-determined area on the airport where skydivers land at the conclusion of the parachute jump.

“Skydiver” shall mean any person who intends to exit an aircraft while in flight using a parachute to descend to the surface.

“Parachutist-in-Command” shall mean the trained professional Skydiver for tandem parachute jumps who must hold a current USPA Class D license.

“Skydiving Operator” shall mean a commercial aeronautical service provider who meets the Minimum Standards for Commercial Aeronautical Activities at Venice Municipal Airport and is authorized to conduct parachute operations using a designated parachute drop zone. The Skydiving Operator shall be responsible for the safety of all skydivers before, during and immediately after a jump.

EXHIBIT E

“Pilot-in-Command” shall mean the appropriately rated and current commercial pilot operating the aircraft used for the skydiving flight.

“IFR” shall mean those flights operating under instrument flight rules as established by the FAA.

“VFR” shall mean those flights operating under visual flight rules as established by the FAA.

B. Skydiving Ground Operations

1. Access to Loading Area

- a. The Loading Area shall be located within the Skydiving Operator’s leased area or in another location which has received the advance written approval of VNC.
- b. The Loading Area shall be clearly marked to establish a defined safe path to the aircraft door.
- c. Prior to entering the AOA, the Skydiving Operator shall notify all Skydivers of acceptable conduct while in the AOA, including:
 - i. All Skydivers are subject to escort requirements, as defined in the Airfield Access Policy for Venice Municipal Airport; and
 - ii. Procedures following a Jump, i.e. all Skydivers must remain in the area immediately adjacent to the DZ until escorted from the site by the Parachutist-in-Command; and
 - iii. Procedures to follow in the event of an off-Drop Zone landing.
- d. All Skydivers shall be escorted by the Skydiving Operator’s personnel to the aircraft at the designated Loading Area.
- e. At no time shall spectators be allowed in the Loading Area.

2. Loading Operation

- a. At no time shall the aircraft’s engine be operating during the boarding process.
- b. The Pilot-in-Command shall ensure that all passengers are properly secured within the aircraft.

EXHIBIT E

3. Parachute Drop Zone Operations

- a. The Pilot-in-Command shall be responsible for ensuring that the DZ area and the adjacent airfield (e.g., runways, taxiways, etc.) are free of aircraft, objects, or other hazards and that there are no adverse weather conditions present. The Pilot-in-Command shall be responsible for in-flight operations during Skydiving Flights, including the release of the Skydivers to commence their Jumps.
- e. The Parachutist-in-Command shall escort Skydivers from the DZ back to the Skydiving Operator's place of business in accordance with the approved access plan, which is attached hereto as Exhibit A.

C. Skydiving Flight Operations

1. Standard Airfield Operations

- a. Aircraft operations shall be conducted in accordance with FAA regulations, practices, and other relevant guidance (*see Section E, References*).
- b. The Pilot-in-Command shall follow all appropriate local operating conditions in effect for aircraft departure and arrival operations. This includes "runway-in-use," taxiway access, and traffic patterns.
- c. The Pilot-in-Command shall make all appropriate radio communications procedures to announce departure, arrival, and direction of flight intentions using the Airport's Common Traffic Advisory Frequency (CTAF).

2. In-Flight Skydiving Operations

- a. The aircraft utilized for Skydiving Flights shall be equipped with two (2) aviation radios and the Pilot-in-Command shall monitor the CTAF and Tampa Approach frequency at all times.
- b. The Pilot-in-Command shall depart the traffic pattern using a 45-degree turn after turning downwind.
- c. The Pilot-in-Command will proceed to an area two miles west of the Airport and initiate a climb to the Jump altitude, which can range from 8,000 feet to 10,000 feet above ground level (8,000' to 10,000' AGL).
- d. During the climb to Jump altitude, the Pilot-in-Command shall contact Tampa Approach to coordinate the Parachute Jump and comply with their instructions. The Pilot-in-Command shall continue to monitor the CTAF at all times.

EXHIBIT E

- e. For every Skydiving Flight, the Pilot-in-Command shall make announcements over the CTAF at the following times:
 - i. One minute prior to Jump;
 - ii. Immediately after the Jump; and
 - iii. When open parachutes are observed.
 - f. The Pilot-in-Command shall descend and enter the traffic pattern using standard pattern entry procedures.
3. Other Considerations
- a. Whenever wind conditions permit, the Parachutist-in-Command shall avoid:
 - i. Overflying any runway below 300’;
 - ii. Crossing through the Airport’s established traffic patterns at pattern altitude; and
 - iii. Overflying residential areas adjacent to the Airport.
 - b. The neighborhoods in the vicinity of the Airport are sensitive to all aircraft operations and are protected by noise-abatement procedures. In order to avoid complaints and maintain a delicate balance of goodwill with the community, the Parachutist-in-Command and the Skydiving Operator are responsible for ensuring Skydivers do not exhibit behavior (yelling, screaming, etc.) that conflict with noise mitigation efforts while engaged in parachute jumps or when conducting other parachute activities on VNC airport property.
 - c. In the event that a Skydiver is forced to land off-Airport, the Skydiving Operator shall immediately report the incident to Airport management.

D. Safety Meetings & User Coordination

The Skydiving Operator shall attend and participate in all Airport user safety meetings, as well as all other events where safety at VNC is a discussion item.

EXHIBIT E

E. Penalties

In addition to the penalties otherwise provided by municipal, state, and Federal Law, or by Federal Aviation Administration regulations, the Skydiving Operator and/or any person in violation of these Standard Operating Procedures, or becoming a nuisance, creating a disturbance, or refusing to comply herewith, may be deprived of the further use of the Airport and its facilities for such length of time as may be specified by the Airport Operator.

F. References

FAA regulations and other relevant guidance regarding skydiving and aircraft operations include, but are not limited to, the following documents, as may be amended from time to time:

- *14 CFR Part 105 - Parachute Jumping*
- *FAA Advisory Circular 105-2E - Sport Parachute Jumping*
- *FAA Advisory Circular 90-66A – Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers*
- *USPA Skydiver's Information Manual*
- *FAA Aeronautical Information Manual*
- *FAA Advisory Circular 150/5210-5D – Painting, Marking and Lighting of Vehicles Used on an Airport*

EXHIBIT E



Exhibit A

ACCESS TO PARACHUTE DROP ZONES

Venice Municipal Airport (VNC) is a very active airport with strict airport policies and procedures, as dictated by the Federal Aviation Administration (FAA). Many of these policies and procedures state that all vehicles and pedestrians are strictly prohibited from crossing, walking or driving on or next to runways and taxiways. However, skydiving is one of our business partners at VNC, and access to the parachute drop zone (PDZ) and alternate PDZ requires crossing of taxiways. Therefore certain parameters have been established in order to help ensure that all personnel and skydiving patrons have a safe and enjoyable experience while using our facility and all personnel of skydiving operators (Operator) are required to acknowledge and comply with this access policy.

1. All persons acting on behalf of any Operator who will have access to the airfield must complete the airfield badging process for VNC, in accordance with the Airfield Access Policy.
2. While on the airfield, as defined by the Airfield Access Policy, all patrons must be escorted by the Parachutist-in-Command at all times.
3. All pedestrians and vehicles shall remain clear of all runways.
4. The approved access routes to the PDZ (or alternate PDZ), including authorized crossing locations at Taxiways A and C, as depicted in the attached Figure 1, shall be utilized in all instances. Any deviation from these pre-authorized routes requires the advance express written permission of VNC management.
5. Pedestrians and/or vehicles shall stop at the stop bars located at pavement crossings and wait until it is safe for everyone in the party to cross as one group. The right-of-way shall be yielded to any approaching aircraft.
6. All vehicles operating on the AOA shall be clearly marked with the company name on both sides and lighted in accordance with *FAA Advisory Circular 150/5210-5D – Painting, Marking and Lighting of Vehicles Used on an Airport*, as may be amended from time to time.

Printed Name

Company

Signature

Date

EXHIBIT E



Figure 1

PARACHUTE DROP ZONE ACCESS ROUTES

