

## **Exhibit B**

### **TEMPORARY USE PERMIT FOR BYRON AIRPORT**

Subject to the terms and conditions set forth below, this Temporary Use Permit (“Permit”) is granted to (Name of third Party entity) (“Permittee”) to enable Permittee to test new aviation technology that includes hover testing of an experimental, electric Vertical Take-Off and Landing (VTOL) drone at Byron Airport.

#### **A. Term**

1. The permission granted by this Permit begins on (enter date), and terminates on (enter date), in accordance with this Permit. County may terminate this Permit at any time upon five (5) days written notice to Permittee in the event Permittee violates any term or condition of this Permit. Either party may terminate this Permit by giving five (5) days’ prior written notice to the other.
2. Permittee may enter upon and use that portion of Byron Airport depicted in yellow on Exhibit A (“Premises”).
3. Permittee may use the Premises to perform hover testing of an experimental, electrical VTOL drone. Any changes in location or use must be approved in writing, in advance, by the Director of Airports. Airport staff will confirm the area is available on testing days. Please note that any testing may be terminated at any time for safety reasons.
4. Permittee agrees that it will not use or allow the Premises to be used, in whole or in part, for any purpose other than as described in this Permit without the prior written consent of the Director of Airports. Permittee shall provide, at Permittee’s sole expense, its own equipment, and other personal property necessary or convenient for its use of the Premises.

#### **B. Fees**

1. Prior to the effective date of this Permit, Permittee shall pay to County a fee equal to One Hundred Dollars (\$100.00) per day. Any payment received after (enter date), will be deemed delinquent and will be subject to additional fees. All checks are to be made payable to Contra Costa County and mailed to: Director of Airports, 550 Sally Ride Drive, Concord, CA 94520.
2. If the fee is delinquent, Permittee shall pay to County a late fee of Twenty-Five Dollars (\$25.00), plus accrued interest at a rate of one and one-half percent (1.5%), or the maximum legal rate, per month on any unpaid balance until paid in full.
3. Upon Permittee’s execution of this Permit, Permittee shall submit a check to the Director of Airports in the amount of One Hundred Dollars (\$100.00), payable to Contra Costa County, as a security deposit. The County will return the security deposit, less any amount due to the County, within thirty (30) days after the termination of this Permit.

#### **C. Insurance**

Permittee shall certify the following liability insurance coverage is in effect prior to the commencement of this Permit and shall maintain said coverage in full force and effect

until the expiration or termination of this Permit:

Comprehensive General Liability insurance with a minimum combined single-limit coverage of Two Million and No/100 Dollars (\$2,000,000.00) for all claims and losses due to bodily injury or death to any person, or damage to property, including loss of use thereof, arising out of each accident or occurrence.

Permittee shall provide the Director of Airports with a Certificate of Insurance signed by an authorized representative of the insurance company, containing the following provision:

- The County of Contra Costa, its officers, agents, employees are endorsed to be an additional insured as respects the liability coverage afforded.

Permittee shall provide the County with a new certificate of insurance within fourteen (14) days from the expiration date of the certificate on file.

#### **D. Safety Precautions:**

Permittee shall:

1. Provide copy of FAA FAR Part 107 pilot certificate or FAA private pilot's license
2. Provide copy of FAA Certificate or Authorization (COA) to conduct flight operations
3. Provide documentation that UAS/aircraft is certified/register with the FAA for flight operations
4. Provide a copy of ConOps
5. Ensure flight operations meet all FAA regulations
6. Limit testing to the area identified in Exhibit A or as directed by Airport Operations staff
7. Not unload, handle, or store any material or substance on or around the Premises that would be dangerous or pose a health or safety risk.
8. Remove all debris and trash from the Premises and deposit it in the dumpster.
9. Attend a pre-operations/safety meeting with Airport Operations staff prior to the commencement of testing.
10. Contact Airport Operations staff on duty at (925) 608-8383 between (enter date), prior to performing testing each day to confirm test details.
11. Maintain radio contact with Airport Operations staff on duty during testing.
12. Remove any and all equipment to restore the airfield to its preexisting condition.

#### **E. Conditions**

1. Permittee must restore the property to the condition it was in prior to their use, reasonable wear and tear excepted, and must leave the Premises in a neat, clean and orderly condition after every use. Upon failure to do so, work may be performed by County at Permittee's expense and will be deducted from the security deposit.
2. This Permit may be revoked or suspended in the event of a breach of any of the terms and conditions herein.
3. This permission may not be transferred or assigned.

#### **F. Hold Harmless:**

Permittee shall defend, indemnify, and hold harmless the County of and from any and all third party claims, demands, costs, damages, losses, actions, causes of action or judgements which County may pay or be required to pay by reason of any damage, injury, or death to any person or property suffered by any person, firm or corporation as a result of the exercise of the permission herein by Permittee.

**G. Lawful Conduct:**

Permittee agrees that it will obey and observe, and that it will use due diligence to require all persons entering upon the Premises to obey and observe all terms of this Permit and applicable laws and ordinances, orders, rules and regulations relating to the use of the Premises whether federal, state or local in origin or as directed by Airport staff and relating to the use of the Premises. Permittee is responsible for paying all fines, penalties, and charges that are levied for violation of laws, orders, rules, regulations, ordinances, and requirements arising out of the operations of Permittee or its agents.

**H. Permittee Notification:**

Any and all communication related to modification and/or termination of this Permit must be in writing. Permittee's preferred notification method is (check one):

- Email
- US Mail

Permittee shall complete all contact information below:

Email: \_\_\_\_\_

Street Address (Note: this must be a physical address and not a P.O. Box if this the preferred notification method as noted above)

(enter name and address of third Party entity)

Attention of: \_\_\_\_\_

Phone Number: \_\_\_\_\_

With a copy to:  
(enter name and address of third Party entity)

**PERMITTEE**

**CONTRA COSTA COUNTY**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_