

## LICENSE AGREEMENT FOR RUNWAY USE

This License Agreement is entered into on \_\_\_\_\_, by and between RUBY STAR AIRPARK PROPERTY OWNERS' ASSOCIATION, an Arizona non-profit corporation ("Licensor") and \_\_\_\_\_ ("Licensee"), pertaining to that certain aircraft described as follows:

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\_\_\_\_\_ (the "Aircraft").

In consideration of the mutual promises contained in this License Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the parties agree as follows:

- 1. Description of Premises.** Licensor is the Property Owners' Association for Ruby Star Airpark and the owner of common area and associated easements used as a runway and taxiways for the arrival and departure of aircraft.
  
- 2. Grant of License.** Licensee is basing the Aircraft in Ruby Star Airpark in appropriate facilities, either in the Licensor's Common Areas (separate lease & fee agreement required) or in the private hangar of a Lot Owner. Licensor hereby grants to Licensee a license (the "License") to take off, land and operate the Aircraft at, on, and over Ruby Star Airpark; to access the Airpark using the Aircraft or a surface vehicle; to use the runway, taxiways, and roadways; to purchase fuel and other products and services from Licensor at the same rates as Lot Owners.
  
- 3. Term and Termination of License.** The term of this License shall begin on the date shown above and shall continue in full force and effect thereafter until terminated by Licensor or Licensee on 30 days written notice. Upon termination of this License Agreement, for whatever reason, Licensee immediately shall remove the Aircraft from Ruby Star Airpark.
  
- 4. License Non-Assignable/No Real Property Interest.** This License is personal to Licensee and shall not be assigned. Any attempt to assign this License shall automatically terminate it. No legal title, leasehold interest, or any other real property interest in property owned or controlled by Licensor is created or vested in Licenses by the grant of this License.
  
- 5. Licensor's Rules and Public Ordinances and Statutes.** Licensee hereby acknowledges receipt of, and agrees to abide by, the "Ruby Star Airpark Pilot Operating Procedures". Licensee further agrees to abide by any rules and policies regarding operations of any sort at Ruby Star Airpark, including but not limited to traffic laws and signage. Failure by Licensee to comply with these procedures may result in immediate termination of this License Agreement at the sole discretion of Licensor.

**5. Licensee Fee.** Licensee shall pay Licensor the sum of \$40 per month, or the discounted sum of \$400 per year if paid in advance, during the term of this License Agreement (the "License Fee"). Licensor may change the License Fee with 30 days' prior written notice to Licensee. The License Fee is due on the 1<sup>st</sup> day of each month and is delinquent on the 15<sup>th</sup> day of each month. If Licensee is delinquent in the payment of any License fee, this License Agreement shall automatically terminate.

**6. Other Accounts.** Licensee shall keep current all other accounts he/she may have with Licensor, including but not limited to fuel or merchandise accounts, in accordance with the provisions and agreements governing those accounts. Licensee's failure to do so shall also immediately terminate this License Agreement and all privileges hereunder.

**7. Insurance.** Licensee shall keep and maintain, at his/her sole cost and expense, a Comprehensive General Liability Insurance Policy with specific provisions covering bodily injury and property damage, with minimum limits as determined and adjusted from time to time by Licensor in its sole discretion. Licensee shall name Licensor as additional insured on all such policies and shall provide and keep current copies of Certificates of Insurance and Endorsements of Licensor as Additional Insured on file with Licensor. Licensee shall ensure that the insurer provides Licensor with a written notice of cancellation a minimum of 30 days before cancellation. Termination of Licensee's insurance will result in simultaneous termination of this License Agreement.

**9. Hold Harmless.** Licensee hereby agrees to release, indemnify, defend and hold Licensor and its officers, directors, and members harmless for, from and against any cost, claim, liability or damage arising from Licensee's use of any of the facilities or property within Ruby Star Airpark.

**10. Notices.** All notices, consents and demands that may, or are required or permitted to be, given by either party to the other under this License agreement shall be in writing. All notices, consents, and demands by Licensor to Licensee shall be personally delivered or sent by United States Mail, postage prepaid, addressed to Licensee at the address set forth below the signature block for Licensee, or at such other place as Licensee may from time to time designate in a notice to Licensor. All notices, consents, and demands by Licensee to Licensor shall be personally delivered or sent by United States Mail, postage prepaid, addressed to Licensor at the address set forth below the signature block for Licensor, or at such other place as Licensor may from time to time designate in a notice to Licensee. Mailed notices shall be deemed delivered two days after deposit in the United States mail. Notwithstanding the foregoing, any legal notices required to be sent by one party to the other shall be delivered in the manner required by law.

**11. Waiver.** No covenant, term or condition in this License Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of the breach of any covenant, term or condition in this License agreement shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Licensor of any performance by Licensee after

the time the same shall have become due shall not constitute a waiver by Licensor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Licensor in writing.

**12. Choice of Law and Attorney Fees.** Any dispute arising from this License Agreement shall be decided in accordance with Arizona law. The venue for any dispute resolution shall be Pima County, Arizona. In the event Licensee is in breach of this License Agreement and Licensor incurs legal, court, or other costs to enforce it, Licensee agrees to reimburse Licensor for any such costs it may incur. In the event any action is brought by either party to enforce the terms of this Agreement, the prevailing party shall recover its reasonable attorney fees and costs from the non-prevailing party.

**13. Entire Agreement.** This License Agreement constitutes the entire agreement between the parties, pertaining to the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this License Agreement shall not be binding on either party except to the extent incorporated in this License Agreement.

**14. Modification of Agreement.** Any modification of this License Agreement or additional obligation assumed by either party in connection with this License Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Sahuarita, Arizona on the date indicated below.

LICENSOR  
RUBY STAR AIRPARK PROPERTY OWNERS'  
ASSOCIATION

LICENSEE  
\_\_\_\_\_

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

Spouse: \_\_\_\_\_

Its: President

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

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

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