LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this _____ day of _____, 2016, by and between the CITY OF JOPLIN, MISSOURI, a municipal corporation, hereinafter referred to as "Licensor", and ALPHA AIR CENTER, LLC, hereinafter referred to as "Licensee".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Licensor hereby grants a non-exclusive license to the Licensee for the after-mentioned land and improvements located thereon, to use for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Licensor licenses to Licensee and Licensee licenses from Licensor, the land and improvements, including the surrounding parking areas, known as Joplin Regional Airport (hereinafter referred to as the "Premises"), Joplin, Missouri. Said license is non-exclusive and in no way shall interfere or prevent the City of Joplin from exercising administration and control of the premises. The original term of this license shall commence on September 8, 2017 and shall terminate on September 10, 2017.

2. License Fee. A fee of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) shall be due no later than August 1, 2017 and payable the date hereof to the Director of Finance of the City of Joplin.

3. Deposit. A $500 deposit will be due to Licensor at the execution of this agreement. The deposit will be nonrefundable, except as provided in paragraphs 12 and 23.

4. Assignment and Subletting. Licensee will not assign this license in whole or in part without obtaining the prior written consent of the Licensor. Any assignment without Licensor's consent in writing shall be void.

5. Use of Premises by Licensee. Licensee is a limited liability company and the licensed premises shall be used solely for the purpose of conducting an "airshow," and other related uses, unless written permission is given by the Director of the Joplin Regional Airport. Operation shall not extend beyond 10:00 p.m. on September 8, 2017, and the premises shall be returned to their normal state by no later than 12:00 p.m. on September 10, 2017. Licensee shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Licensee shall obtain such state, county, and local, permits or licenses as may be required.

6. Licensee's Responsibilities. This Agreement is conditioned upon Licensee's assurances that the subject "airshow" shall be maintained and operated solely by Licensee and no other person, corporation, association or legal entity whatsoever. All of Licensee's personnel and volunteers shall be the sole responsibility of Licensee. Licensee shall leave the premises in

the same condition as it was prior to the start of this Agreement. A full list of Licensee's responsibilities is attached hereto, as Exhibit "A."

7. Licensor's Responsibilities. A full list of Licensor's responsibilities is attached hereto, as Exhibit "B."

8. Fixtures and Alterations. Licensor and Licensee hereby agree that the premises are licensed in an "AS IS" condition. Licensee shall not make or cause to be made any alterations, additions or improvements.

9. Maintenance of Licensed Premises. Licensee shall at all times maintain the licensed premises in good condition and repair and keep the premises in a neat and orderly condition.

10. Insurance. Licensee shall, during the entire term of this license, keep in full force and effect policies of public liability and property damage insurance with respect to the licensed premises and the business operated by Licensor in the licensed premises, in which the limits of public liability shall not be less than a single limit of $5,000,000.00 for personal injury and damage to property in the aggregate. The policy shall name Licensor, any person, firms or corporations designated by Licensor, and Licensee as additional insureds. The insurance shall be in an insurance company acceptable to Licensor and a copy of the policy or a Certificate of Insurance shall be delivered to Licensor upon execution of this License Agreement.

11. Indemnification of Licensor. Licensee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Licensor, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Licensor, their agents or employees, or Licensee, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this license or any work done thereunder or business carried on by Licensee during the term of the License and on the licensed premises.

12. Damage or Destruction of Licensed Premises. In the event that the licensed premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored by the date of this license, then this license shall be automatically terminated and deposit returned to Licensee..

13. Default of the Licensee. In the event of any failure by Licensee to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this license to be observed or performed by Licensee for more than five (5) days after written notice of such default shall have been given to Licensee, then Licensor, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the licensed premises without service of notice or resort to legal process and without being deemed guilty of trespass or

becoming liable for any loss or damage which may be occasioned thereby. Should Licensor at any time terminate this license for any breach in addition to any other remedies it may have, it may recover from Licensee all damages it may incur by reason of such breach. Licensee further agrees to indemnify Licensor for any and all costs and expenses, including attorney fees, incurred by Licensor in any lawsuit against Licensee to enforce the terms of this license.

14. Right of Entry. Licensor or Licensor's agents shall have the right to enter the licensed premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the Licensor may deem desirable, and Licensor shall have the right to enter the premises to conduct routine health inspections and other inspections as deemed necessary by Licensor.

15. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Licensor as follows:

City of Joplin, Missouri
Sam Anselm, City Manager
602 South Main Street
Joplin, Missouri 64801,

and to Licensee as follows:

Jake Asbell, Managing Member
Alpha Air Center
5509 North Dennis Weaver Dr.
Joplin, Missouri 64801

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

16. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this license Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

17. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

18. Compliance with Applicable Laws. Licensee shall comply with all applicable laws, ordinances, rules and regulations.

19. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

20. Governing Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

21. Heirs, Successors and Assigns. Each and every obligation contained in this License Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

22. No Implied Waivers. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

23. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by the City. It is agreed that the City shall have the right to cancel or terminate this Agreement at any time on five (5) days written notice by certified mail, or by personal delivery, to Licensee prior to August 1, 2017. If the City cancels or terminates pursuant to this paragraph, the deposit referred to in paragraph 3 shall be returned to Licensee.

24. Contingent of City Council Approval. This Agreement is contingent on approval from the Joplin City Council.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

"LICENSOR"
CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel L. Anslem,
City Manager

ATTEST:

_____
Barbara Hogelin
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

"LICENSEE"
ALPHA AIR CENTER, a
Missouri Limited Liability Company

By:_____
Jake Asbell, Managing Member

ATTEST:

_____
Secretary

Exhibit A
Licensee's Responsibilities

The Licensee will:

1. Ensure all participants of the Air Show, their authorized officers, employees, agents, contractors, subcontractors, suppliers, service personnel, licensees, and other representatives, relating to the Licensee's use of the Airport and the performance of the Licensee's obligations, duties, and responsibilities under the terms and conditions of this Agreement, adhere to the air show operations manual, entitled *Operations and Instructions*, and the rules and regulations of the Federal Aviation Administration (FAA) and other federal, state and local agencies and governmental authorities having jurisdiction.

2. Comply with the air show operations manual entitled *Operations and Instructions*, the contents of which are to be mutually agreed to by City and Licensee. In case of conflict between the contractual terms set forth in this Agreement and the air show operations manual, *Operations and Instructions*, whether revised or original, this Agreement shall govern and take precedence over such manual and any other documents referenced in such manual. All drafts of this manual, submitted between the City and Licensee, shall be in Word-format on a compact disc.

3. Notify the City of coordination meetings involving the Air Show. The City may attend these meetings.

4. Provide and pay all direct expenses for all services and insurance required by Licensee for the successful accomplishment of the obligations of Licensee under this Agreement, in order to stage the Air Show at the Airport.

5. Negotiate and enter into all contracts, agreements, licenses and/or franchises with suppliers, performers, exhibitors, promoters, financiers, advertisers, radio, television, newspaper, magazine, billboard media, concessionaires and other parties relating to the promotion, management and/or operation of the Air Show. Licensee shall furnish City separate certificates of insurance for each such subcontractor that operates on the Airport with minimum coverage of $1 million, unless lesser coverage is approved by the Director.

6. Establish recognizable credentials for event personnel of the Licensee, concession stand personnel, and parking lot attendants each day of the Air Show. Licensee will provide personnel with appropriate qualifications and experience and in sufficient numbers to provide the services and security appropriate for the Air Show. When any employees, agents, officials, guests or invitees of Licensee shall conduct themselves in a manner that is unlawful, improper, offensive or otherwise detrimental to the health and safety of the public, in the opinion of the City, the City shall have the right to reject such persons from the premises and the Airport.

7. Repair all damage to the Airport, its parking premises and operating premises when such damage results from the careless, negligent, or intentional acts of the Licensee or Licensee's employees or agents, patrons, spectators, and/or participants, aside from what would be considered normal and reasonable wear and tear.

8. Deliver the following to the Joplin Regional Airport Manager addressed to the Director of Aviation:

a. A copy of the Air Show operations manual, entitled *Operations & Instructions*, by August 1, 2017.

b. A copy of the Air Show emergency plan, entitled *Emergency Plan;* by August 1, 2017; all drafts of the *Emergency Plan*, submitted between the City and Licensee, shall be in Word-format on a compact disc;

c. A plan for cleanup, entitled Clean-up Plan, by August 1, 2017;

d. An Advertising Sign Plan by August 1, 2017; and

e. A copy of the Air Show security plan, entitled Security Plan, by August 1, 2017. The Security Plan shall include the name of the agency providing each security function, and dates and times of coverage for each specific function as follows:

i. Uniformed Police traffic control on State Highways 171 & 43 to keep traffic flowing. These services will be needed during flight practice and over the weekend public event.

ii. Uniformed Police traffic patrols on State Highways 171 & 43 to deter vehicles from being parked where they will obstruct traffic during flight practice and weekend public event.

iii. Access control at all Airport Operations Area perimeter gates during periods of use by Event Licensee, to include keeping the Fire Lane open.

iv. Screening at event entrances on weekend public event.

v. Uniformed Police presence at entrances and inside venue with roving patrols over weekend public event to maintain order and handle disturbances and to respond to emergencies, incidents, and other possible contingencies, including cancellation of the remaining schedule of activities in event of an aircraft accident, incident or due to weather.

vi. Perimeter control along the show line to keep unauthorized persons from entering active Airport Operations Area during practice and the weekend public event.

vii. Uniformed Police traffic control to work the Terminal main parking lot, block traffic, and keep automobiles out of the bus loading lane at the conclusion of the public event each day.

viii. Crowd control to sweep the public from the aircraft ramps at the conclusion of the public event each day.

ix. Security will check for underage ground vehicle operators inside the Airport Operations Area.

9. Deliver the following no later than August 1, 2017, to the Airport Manager:

   a. A copy of all required FAA Waivers for the Air Show;

   b. A copy of all required NOTAMS for the Air Show;

   c. A copy of the Airport layout showing the affected areas for the Airshow Activities;

   d. A schedule of Air Show events and programs for each day;

   e. A list of all contracts entered into by the Licensee for the Air Show;

   f. A general listing of all food concession items to be sold to the public.

10. Remove all Air Show informational signs placed at the Airport when the Air Show is over.

11. Provide and advertise outside phone numbers to provide information about the Air Show and to which Aviation Department may forward calls. Licensee will provide to City a script to place on City's telephone system providing callers with recorded Air Show information.

12. Install snow fence, portable fence, and barricades along flight line for primary crowd and food control.

13. Assume responsibility to deliver and install white plastic show line and provide sufficient labor to spread and apply ballast to white line once it is unrolled. (Aviation Department will provide logistical assistance, apparatus and auxiliary labor to install the plastic show line and determine the appropriate amount of ballast required to properly secure the plastic show line.)

14. Provide and install event informational and all required safety banners, placards, and signs at various locations at the Airport, subject to the City's approval of the manner of and/or locations of the banners, placards or signs affixed to airport property.

15. Provide material, labor and construct elevated stage for air show announcers.

16. Unload exhibitor and vendor equipment and materials.

17. Perform traffic and crowd control as required by any activity associated with this event.

18. Provide and deliver ice for Licensee tents and various activities from own vendor.

19. Provide labor to handle or dispense beverages for all functions.

20. Sanitize, empty, relocate, upright, clean and otherwise service portable toilets during and after each day of the event.

21. Ensure that all ground vehicle operator, including those operating golf carts, inside Airport Operations Area are in possession of a valid driver's license.

22. Use City equipment, facilities, personnel or supplies only with the prior approval of Airport management.

23. Provide labor and material to assemble and erect various tents as needed and provide for repair of tents and tent poles as required.

25. Inventory and provide for sale to the public an adequate supply of potable drinking water at all times and in locations convenient and visible to the public, including in the nighttime hours.

26. Participate in a pre-event tenant meeting as scheduled by City and recognize the right of City to arbitrate any issues regarding tenant use of their occupied premises or access to their aircraft, apron or hangar during Licensee's event.

27. Provide temporary facilities, equipment, supplies and EMT personnel to provide first aid and initial medical response for the event.

Exhibit B
Licensor's Responsibilities

The Licensor will:

1. Have sole responsibility for all Aviation personnel normally staffed for Airport operations. It is understood that Aviation Department employees may volunteer their services at the Air Show on their own time and at their own risk. However, while on City duty, the Aviation Department will not authorize any staff to participate with any air show function, outside their normal airport operation duties.

2. Provide designated space at the Airport for Licensee to conduct all activities related to the Air Show.

3. Permit the Licensee to place signage on or about the Airport, as needed, for the purpose of providing Air Show information. All signs will be removed following the event.

4. Waive payment of landing fees, fuel flow fees, and tie down fees for any purpose related to Air Show business during the term of the Agreement.

5. Provide limited access to GA Terminal building lobby restrooms from ramp for use by Event Licensee staff and vendors during each day of the Air Show event. Public shall not be accorded access to GA Terminal lobby restrooms during the Air Show. Event Licensee shall provide adequate number of portable toilets, including the specified number of ADA units deemed sufficient by City.

6. Spruce up airport streets, parking lots, buildings, and landscaping prior to event.

7. Install yellow X surface markings on closed runway and taxiways per applicable Advisory Circular.

8. Install barricades and signs to close off streets, as required by Licensee, and parking lots under direct control of City to public access.

9. Maintain Ballast on white plastic show line on daily basis.

10. Provide access to equipment, operators, and vendors as necessary for logistical support to set-up tents and on airfield facilities. City will not provide manual labor to erect tents.

11. Permit temporary electrical service connections for event stage and trailers and provide power from existing City facilities. Vendors and concession operators to provide own connections and power. All connections and hookups will be supervised and approved by Aviation Department.

12. Provide non-potable water from existing City facilities.

13. Install temporary airport street traffic control signs as necessary.

14. Clean and restock Terminal lobby restrooms during and after each day of the event.

15. Issue appropriate NOTAMS as required by the air show per applicable Advisory Circular. Event Licensee to provide Aviation Department with information required to issue NOTAMS on or before August 1, 2017.

~~16.~~ Provide an accident/incident spokesperson from the Aviation Department.

17. Provide a City two-way radio with which to communicate with the Aviation Department in the event of an emergency.

18. Permit the installation of the public address system on terminal roof. Licensee to take all precautions so as to not damage roof membrane.

19. Provide aircraft crash rescue for the event.