

AIRFEST USE AGREEMENT

This Use Agreement (hereinafter "Agreement") is made between the City of La Crosse, Wisconsin, a municipal corporation and owner of the La Crosse Regional Airport, by and through its Aviation Board, and La Crosse Airshows, Inc. (hereinafter "LAI"), a Wisconsin corporation, sponsor of AIRFEST 2024.

RECITALS

WHEREAS, the Aviation Board wishes to formalize the relationship providing for the use of the airport.

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, the parties agree as follows:

1. PREMISES.

The Aviation Board hereby permits LAI to use a portion of the airport as identified on Attached Exhibit A. The Airport Director may exclusively modify the permitted space to accommodate airport security or operational requirements under applicable Federal regulations.

2. TERM.

The term of this agreement shall commence on June 8, 2024, and expire on June 18, 2024. The specific dates for use shall be limited to the dates during that period when the AIRFEST event is actually being held, including those days necessary for set-up and removal and in no event shall use be for more than ten (10) days.

3. PURPOSE.

LAI may use the airport solely for the purpose of holding the AIRFEST event.

4. REPAIRS.

LAI shall reimburse the City of La Crosse for the cost of refurbishing the grounds and permanent structures of the airport to their preexisting conditions as existed immediately preceding the term of this event, normal wear and tear excepted. LAI shall pay the bill for said refurbishing within thirty (30) days after receipt of an invoice.

5. FEES.

LAI agrees to pay for additional expenses incurred by the Airport for supporting the AIRFEST event. The maximum charge to LAI under this paragraph will be ten-thousand dollars (\$10,000) for all expenses and fees associated with supporting AIRFEST from execution of the contract and until the premises outlined in Paragraph 1 are returned. These expenses and fees shall not include those listed in Paragraph 4, above. LAI will pay all bills within 30 days after receipt of an invoice, if any, from the Airport.

6. RULES AND REGULATIONS.

LAI shall provide the Aviation Board, through the Airport Director, the following:

- A. On, or before, April 30, 2024, a list of all entertainment and/or acts that will participate in the AIRFEST event, including, but not limited to, a list of all performers.
- B. Within 10 days of receiving an executed Agreement, LAI shall provide a list of the names and addresses of the current Board of Directors/Chairpersons, Officers of LAI, and a Point of Contact for the airport to coordinate AIRFEST planning.
- C. On, or before, April 30, 2024, a detailed safety plan that addresses security, access and egress, fire prevention, health and welfare concerns, ambulance service, crowd control, vehicle parking, aircraft parking, and an emergency response plan.
- D. LAI is responsible for coordinating and de-conflicting the demonstration events from scheduled commercial flights.

7. INSURANCE AND INDEMNIFICATION.

LAI, its subcontractors, partners, and associated agents, agree that it will defend, indemnify and hold harmless the City of La Crosse, its agents, officers and employees, from and against any and all damages, claims, penalties, costs and obligations (including attorney fees) which the City of La Crosse shall or may sustain or incur by reason of or in consequence of LAI's use of the airport. Provided, however, that LAI shall not be obligated to defend, indemnify or hold harmless the City of La Crosse, its agents, officers and employees from and against any and all damages, claims, penalties, costs and obligations which the Aviation Board shall or may sustain or incur due to the intentional acts or omissions of the Aviation Board, its agents, officers and employees.

LAI, at its sole effort and expense, shall provide the following insurance coverage:

- A. Bodily Injury and Property Damaged, limit not to be less than \$2,000,000 each occurrence.
- B. Product Liability Insurance, limit of \$1,000,000 aggregate.
- C. Liquor Legal Liability, limit of at least \$2,000,000 aggregate.
- D. Grandstands Liability insurance, limit of at least \$2,000,000 aggregate.
- E. Vehicle Insurance, limit of at least \$1,000,000 aggregate.
- F. Pyrotechnic coverage shall be included in a policy. Lack of coverage under one of the above policies shall require an individual policy in an amount no less than equal to the limits of the Property Damage policy set out above.

Additionally, the City of La Crosse and La Crosse Regional Airport shall be named as additionally insured on each insurance policy. LAI shall ensure that all subcontractors, partners, and associated parties to the event shall demonstrate proof of equal or better insurance to the above coverages and shall list the City of La Crosse and La Crosse Regional Airport as additionally insured. Proof of all insurance coverage shall be filed with the Airport Director and the City Clerk no sooner to the event than 30 days prior.

LAI acknowledges that if the use of pyrotechnics is planned, that LAI is required to apply for and obtain all permits and/or licenses associated with the event. LAI is also responsible to comply with all Federal, state, and local rules, regulations, ordinances, health codes and any other requirements placed upon them by other governmental agencies or offices.

8. SECURITY.

LAI shall provide, at its sole cost and expense, adequate security personnel at the AIRFEST event during the term of this Agreement. All security personnel will follow directives/instructions issued by the airport management.

9. TERMINATION.

- A.) If either party to this Agreement should breach any material obligation hereunder, the injured party may give written notice of the breach to the defaulting party. If such breach is not remedied within fifteen (15) days after the receipt of the written notice, the complaining party may terminate this Agreement by providing written notice to the defaulting party.

B.) If, in the opinion of airport management, safety or security concerns develop for performers, volunteers, participants, spectators, city employees, agents, contractors, invitees, or other airport users the conditions will be rectified immediately. If not rectified immediately, airport management reserves the right to cancel the rest of the event and face no recourse from LAI.

10. ASSIGNMENT.

LAI shall not assign this Agreement or any portion of this Agreement without the prior written consent of the Aviation Board. Any attempted assignment without the prior written consent of the Aviation Board is void. However, nothing in this clause shall be construed as a limitation on LAI's ability to enter into contracts, or subleases, consistent with the terms and conditions contained in this Agreement, with third party vendors for the provisions of goods and/or services at the airport during AIRFEST.

11. ADDITIONAL PROVISIONS.

Any notice required or permitted to be given by either party to the other shall be in writing to the following addresses:

For Aviation Board:
Ian Turner, Airport Director
La Crosse Regional Airport
2850 Airport Road
La Crosse, WI 54603

For LAI:
Tess Larsen, President
La Crosse Airshows, Inc.
PO Box 212
La Crosse, WI 54602

Notices sent by United States Postal Service shall be deemed received five days from the date of mailing. For all other forms of transmission, notice shall be deemed received upon the actual date of receipt.

12. GOVERNING LAW

This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Wisconsin.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 6th day of December 2023, by their authorized representatives.

WITNESS

AVIATION BOARD

CITY OF LA CROSSE

BY: *Ian A. Turner* 12/21/2023

Ian Turner, Airport Director

WITNESS

BY: *Tess Larsen* 12/21/2023

Teresa "Tess" Larsen, President