

Special Event Permit Application - Checklist

Name of Event	Mother of All Boogies	Event Date(s)	9/15-9/18	
Event Location	CNY Airport	Event Set-Up Date	9/14/22	
Applicant Name	Keith MacBeth	Break Down Date	9/19/22	
Applicant Phone #	(435) 260-0197	Applicant Email	info@skydivemoab.com	
# of Participants	300	# of Staff/ Volunteers	20	
Event Description	skydiving	Recurring?	Y	
Phase	Application Submission Items & Requirements (if applicable)			
Intent Review	Application Sent to Special Event Committee	<input checked="" type="checkbox"/>	Date	
	<input type="checkbox"/> MATC (Rachel Bartlett)			
	<input type="checkbox"/> OSTA (Angie Book)			
	<input type="checkbox"/> Commission Administrator (Mallory Nassau)			
	<input type="checkbox"/> Attorney (Crissy Hofhine)			
	<input type="checkbox"/> Clerk (Gabe Woytek)			
	<input type="checkbox"/> Commissioner (Josie Kovash)			
			must supply security, EMS on-site, deposit to cover anticipated airport expenses	
Application Submission	Applicant Notified by to Proceed w/Application	<input checked="" type="checkbox"/>		
	Site Plan and/or Course Map	<input checked="" type="checkbox"/>		
	Application Fee Paid	<input type="checkbox"/>		\$975+\$2000 security deposit
	Certificate of Liability Insurance w/ GC as Additionally Insured	<input checked="" type="checkbox"/>		
	Indemnification & Reimbursement Agreement	<input checked="" type="checkbox"/>		
	Property Owners Signatures	<input checked="" type="checkbox"/>		CNY airport letter
	Food Service Permit	<input type="checkbox"/> N/A		permitted food truck
	Sanitation Service Commitments	<input checked="" type="checkbox"/>		
	Garbage & Recycling Plan	<input checked="" type="checkbox"/>		
	Business License or Temp Business License	<input checked="" type="checkbox"/>		
	Utah State Tax License or 501(c)(3) Designation Letter	<input checked="" type="checkbox"/>		
	Information on Fees (Admissions, Booths, Rentals, Etc.)	<input checked="" type="checkbox"/>		
	Number of Vendors & Types	<input type="checkbox"/> N/A		
	Traffic Control Plan	<input type="checkbox"/> N/A		
	Alcohol Permit (or Local Consent Form)	<input type="checkbox"/> N/A		
	Security Plan	<input checked="" type="checkbox"/>		hiring 3rd party
	Medical Services Plan	<input checked="" type="checkbox"/>		Melissa Nerome - ok per Tammy
	Statement of Authority	<input checked="" type="checkbox"/>		
	Vendor List	<input type="checkbox"/> N/A		
	Certificate of Existence	<input checked="" type="checkbox"/>		
Additional Permits from Other Entities (if required)	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> BLM				
<input checked="" type="checkbox"/> SITLA				
<input type="checkbox"/> NFS				
<input type="checkbox"/> National/State Park(s)				
<input type="checkbox"/> City of Moab				
<input type="checkbox"/> UDOT				

	<input type="checkbox"/> Other			
Referral Agency Review	Application Sent to Referral Agencies	<input type="checkbox"/>	Date	Conditions for Approval
	<input type="checkbox"/> Building Dept. (Bill Hulse)			
	<input type="checkbox"/> Clerk/Auditor's Office (Jana Smith)			
	<input type="checkbox"/> EMS (Michelle Mefret)			
	<input type="checkbox"/> SEUHD (Orion Rogers)			
	<input type="checkbox"/> MVFD (Brandon McGuffee)			
	<input type="checkbox"/> GCSO (Steve White/Darrel Mecham)			
	<input type="checkbox"/> P&Z (Jenna Gorney)			
	<input type="checkbox"/> UHP (Kyle Curtis)			
	<input type="checkbox"/> Roads Dept. (Bill Jackson)			
	<input type="checkbox"/> SAR (Jim Webster/Erinn Looney-Triggs)			
Final Review	Complete Application Uploaded & SEC Informed for Review	<input type="checkbox"/>	Date	Conditions for Approval
	<input type="checkbox"/> MATC (Rachel Bartlett)			
	<input type="checkbox"/> OSTA (Angie Book)			
	<input type="checkbox"/> Commission Administrator (Mallory Nassau)			
	<input type="checkbox"/> Attorney (Crissy Hofhine)			
	<input type="checkbox"/> Clerk (Gabe Woytek)			
	<input type="checkbox"/> Commissioner (Josie Kovash)			
Notifications	Applicant Notified of Approval (w/ or w/o Conditions) or Denial	<input type="checkbox"/>		
	Referral Agencies Notified	<input type="checkbox"/>		

Grand County

Special Event Permit - Intent to Apply

All Special Event Permit Application - Intent to Apply must be submitted to the appropriate processing department **one hundred & twenty (120) days prior** to the event date. Events at Old Spanish Trail Arena (OSTA) are processed by OSTA staff, all other events are processed by the Moab Area Travel Council (MATC).

The processing department will confirm the dates are available. Once confirmed, the processing department will initiate the initial Special Event Committee (SEC) review. The SEC will determine if the proposed event complies with local, state and federal laws, policies and procedures. The SEC may also request additional information, approve with conditions and/or determine if County Commission approval is necessary. If the Intent to Apply is approved, the processing department will inform the applicant to proceed with the complete application.

The approval of dates, submission of the Intent to Apply and the initial review does not guarantee the event will be approved.

If you have any questions about an OSTA permit application, please call (435) 259-1311 or email abook@grandcountyutah.net. If you have any questions about a county permit application (all events except OSTA), please call 435-259-1370 or email admin@discovermoab.com.

Name of Event: [Mother of All Boogies](#)

Sponsoring Organization/Applicant Name: [Skydive Moab](#)

Primary Contact Name: [Anthony Ricco](#)

Event Description: [Skydiving festival](#)

Is the event at a Grand County Facility? [General Event in the County](#)

Location Requested (Events not held at OSTA only): [Canyonlands Airport](#)

Has the event occurred in the past? [Yes](#)

Is the event recurring? [Yes](#)

If recurring, how often? [Yearly](#)

What kind of event are you hosting?

Event Start Date: [09/15/2022](#)

Set-Up Date: [09/14/2022](#)

Break-Down Date: [09/19/2022](#)

Estimated # of Participants: [300](#)

Estimated # of Spectators: [0](#)

Estimated # of Staff/Volunteers: [20](#)

Certification: I certify that all information contained in this Intent to Apply is true and correct. I certify that I am authorized by the organization named herein to act as its agent for the herein described activity.

Applicant Signature: Anthony Ricco Date: 02/11/2022

Grand County Special Event Permit - Intent to Apply

FOR INTERNAL USE ONLY

Processing Department		
Date Received:	Processed By:	Rachel Bartlett
Event Date(s) Approved by Processing Department?	Yes	No
Date(s) if Original Denied but Alternative Date(s) Approved:		
Additional Comments (if any):		

Special Event Committee - Initial Review	
Initial Review Findings:	Event Sponsor May Proceed with Application
	Event Sponsor May Proceed with Application with Additional Information or Conditions Required:
	Event Sponsor Not to Proceed Based on the Following Findings: Event would violate local, state or federal laws Event would violate Grand County resolution(s) and/or ordinance(s) Event would present an unreasonable danger to the health, safety, or well-being of the public Event and/or Sponsor Banned or Suspended Based on Prior Event Post Evaluation Event not permitted by zoning regulations Other:

Approval Authority for Complete Application: Special Event Committee County Commission **Additional**

Comments (if any):

Grand County
Special Event Permit - Intent to Apply

Rachel Bartlett <rbartlett@discovermoab.com>

Online Form Submittal: Grand County Special Event Application *NEW*

1 message

noreply@civicplus.com <noreply@civicplus.com>

Tue, Jun 28, 2022 at 4:12 PM

To: director@discovermoab.com, admin@discovermoab.com, rbartlett@grandcountyutah.net

Grand County Special Event Application *NEW*

GRAND COUNTY SPECIAL EVENT APPLICATION

All Grand County Permittees and Special Events shall comply with the [Grand County Special Events Ordinance](#) (Chapter 8.16 of the General County Ordinances) in effect at the time of the Special Event. [Fee Schedule](#)

Event Name: Mother of all boogies

If anything has changed regarding your event from the information submitted on the Intent to Apply, please call (435) 259-1370 or email events@discovermoab.com

On-Site Contact Keith MacBeth

Contact's Phone 4352600197

Alternative Contact Rico

Alternative Phone 7863333036

Fees There will be a registration fee. Fee yet to be determined.
\$50-\$80

Location of Event (Select All that Apply) BLM, SITLA, Other

BLM Permit [BLM permit.pdf](#)

SITLA Permit [SITLA 2022.pdf](#)

Site Plan and/or Route Map

Please read the [Special Event Ordinance](#) 8.16.090 K for requirements. Attach additional documents as needed at the end of the application.

Site Plan/Route Map [Site plan 2022.JPG](#)

Route Map *Field not completed.*

Will there be any public street or parking lot closures? No

Will you require security or No

an escort?

Will there be any temporary structures? No

Will the event be providing additional restroom facilities? Yes

Will there be any merchandise sales? Yes

Will alcohol be provided by the event? No

Will there be any food served by the event? Yes

Will there be any outside vendors? Yes

Escort or Security

Grand County Sheriff's Office reserves the right to specify the need for escorts or security. Applicants may make their own arrangements or may work directly with GCSO to provide these services (435-259-4321).

Sanitation Services Contract [porta potties 2022.pdf](#)

Food Service Permit *Field not completed.*

Vendor Requirements [Temporary Sales Tax License](#)

Business License [Business license 2022.pdf](#)

Utah Sales Tax License or 501(c)3 [STC 2022 \(1\).pdf](#)

Indemnification Agreement [Indemnification 2022.pdf](#)

Certificate of Insurance [Liability insurance 2022 \(1\).pdf](#)

Statement of Authority [SOA 2022.pdf](#)

Certificate of Existence [certificate of existence 2022.pdf](#)

Medical Plan [MoabBoogieFirstAid_2022Estimate.docx](#)

Add additional supporting documents here:

Field not completed.

Field not completed.

Field not completed.

Field not completed.

Field not completed.

Field not completed.

Field not completed.

Field not completed.

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
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First Name	Keith
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Last Name	MacBeth
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Date	6/28/2022
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Email not displaying correctly? [View it in your browser.](#)



Parking Lot. An expected 200 vehicles.
Lot can accomidate 300+

Entrance/exit
Shuttle Drop off from offsite landing area
Portapotties by zunich bros

First Aid ARFF (Airport Rescue and Fire Fighting)
38°45'35.6"N 109°44'41.3"W

Event perimeter

Trashcans Provided by Skydive Moab
To be emptied by skydive moab staff
into dumpster that is onsite at the airport
Airport mangament has agreed to empty dumpste
halfway through the event.

Operators Headquarters

Parachute Landing area



CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MMDDYYYY)

07/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Falcon Insurance Agency, Inc. P. O. Box 291388 Kerrville, TX 78029	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID No.			
INSURED Skydive Moab, LLC 114 West Aviation Way Moab, UT 84532	INSURER(S) AFFORDING COVERAGE		%	NAIC No.
	INSURER A : U.S. SPECIALTY INSURANCE COMPANY		100%	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


AIRPORT & FBO LIABILITY COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	AP2000788-04	08/28/2022	08/28/2023	Y	N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISIS LIABILITY			\$ 1,000,000	BI EA PER	\$	PD
			\$ 1,000,000	EA OCC	\$ 2,000,000	AGGR
PREMISES MEDICAL PAYMENT			\$	EA PER	\$	EA OCC
PRODUCTS LIABILITY			\$	BI EA PER	\$	AGGR
	EXTENDED		\$	EA OCC		
COMPLETED OPERATIONS LIABILITY			\$	BI EA PER	\$	AGGR
	EXTENDED		\$	EA OCC		
HANGERKEEPERS LEGAL LIABILITY	INCLUDING TAXI		\$	EA AIRCRAFT	\$	EA OCC
	IN FLIGHT		\$			
			\$			
			\$	EA OCC	\$	AGGR
			\$	EA OCC	\$	AGGR
	INCLUDED					
	EXCLUDED					
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Canyonlands Rgnl, Moab, UT
 Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

USDI-BLM 82 East Dogwood Moab, UT 84532	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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PRIVATE HANGAR LIABILITY COVERAGES

PRODUCER CUSTOMER ID: _____

INSURER LETTER		POLICY NUMBER			EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)	
COVERAGES		OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO	
HANGARKEEPERS LEGAL LIABILITY		INCLUDING TAXI IN FLIGHT			\$	EA AIRCRAFT	\$	EA OCC	
COVERAGES		OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO	
CODE	DESCRIPTION				\$		\$		
					\$		\$		
					\$		\$		

AVIATION PRODUCTS LIABILITY COVERAGES

INSURER LETTER		POLICY NUMBER			EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)	
COVERAGES		OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO	
PRODUCTS LIABILITY		INCL COMP OPS EXCL COMP OPS	INCL SPACECRAFT EXCL SPACECRAFT		\$	EA OCC	\$	AGGR	
GROUNDING LIABILITY					\$	EA OCC	\$	AGGR	
FOREIGN MILITARY AIRCRAFT PRODUCTS		INCLUDED							
COVERAGES		OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO	
CODE	DESCRIPTION				\$		\$		
					\$		\$		
					\$		\$		

OTHER COVERAGES

LINE OF BUSINESS									
INSURER LETTER		POLICY NUMBER			EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)	
COVERAGES		OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO	
CODE	DESCRIPTION				\$		\$		
					\$		\$		
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OTHER COVERAGES

LINE OF BUSINESS									
INSURER LETTER		POLICY NUMBER			EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)	
COVERAGES		OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO	
CODE	DESCRIPTION				\$		\$		
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					\$		\$		



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	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID No.			
INSURED Skydive Moab, LLC 114 West Aviation Way Moab, UT 84532	INSURER(S) AFFORDING COVERAGE		%	NAIC No.
	INSURER A : U.S. SPECIALTY INSURANCE COMPANY		100%	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

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COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISIS LIABILITY			\$ 1,000,000	BI EA PER		PD
			\$ 1,000,000	EA OCC	\$ 2,000,000	AGGR
PREMISES MEDICAL PAYMENT			\$	EA PER	\$	EA OCC
PRODUCTS LIABILITY			\$	BI EA PER	\$	AGGR
	EXTENDED		\$	EA OCC		
COMPLETED OPERATIONS LIABILITY			\$	BI EA PER	\$	AGGR
	EXTENDED		\$	EA OCC		
HANGERKEEPERS LEGAL LIABILITY		INCLUDING TAXI	\$	EA AIRCRAFT	\$	EA OCC
		IN FLIGHT	\$			
			\$			
			\$	EA OCC	\$	AGGR
			\$	EA OCC	\$	AGGR
		INCLUDED				
		EXCLUDED				
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Canyonlands Rgnl, Moab, UT
 Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

State of Utah School and Institutional Trust Land
 Administration (SITLA)
 217 East Center Street, Suite 230
 Moab, UT 84532

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INSURED Skydive Moab, LLC 114 West Aviation Way Moab, UT 84532	INSURER(S) AFFORDING COVERAGE		%	NAIC No.
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PREMISES MEDICAL PAYMENT			\$	EA PER	\$	EA OCC
PRODUCTS LIABILITY			\$	BI EA PER	\$	AGGR
	EXTENDED		\$	EA OCC		
COMPLETED OPERATIONS LIABILITY			\$	BI EA PER	\$	AGGR
	EXTENDED		\$	EA OCC		
HANGERKEEPERS LEGAL LIABILITY		INCLUDING TAXI	\$	EA AIRCRAFT	\$	EA OCC
		IN FLIGHT	\$			
			\$			
			\$	EA OCC	\$	AGGR
			\$	EA OCC	\$	AGGR
		INCLUDED				
		EXCLUDED				
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	

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Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

Grand County
125 East Center Street
Moab, UT 84532

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AUTHORIZED REPRESENTATIVE

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PRODUCER Falcon Insurance Agency, Inc. P. O. Box 291388 Kerrville, TX 78029	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID No.			
INSURED Skydive Moab, LLC 114 West Aviation Way Moab, UT 84532	INSURER(S) AFFORDING COVERAGE		%	NAIC No.
	INSURER A : U.S. SPECIALTY INSURANCE COMPANY		100%	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

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AIRPORT & FBO LIABILITY COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	AP2000788-04	08/28/2022	08/28/2023	Y	N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISIS LIABILITY			\$ 1,000,000	BI EA PER		PD
			\$ 1,000,000	EA OCC	\$ 2,000,000	AGGR
PREMISES MEDICAL PAYMENT			\$	EA PER	\$	EA OCC
PRODUCTS LIABILITY			\$	BI EA PER	\$	AGGR
	EXTENDED		\$	EA OCC		
COMPLETED OPERATIONS LIABILITY			\$	BI EA PER	\$	AGGR
	EXTENDED		\$	EA OCC		
HANGERKEEPERS LEGAL LIABILITY		INCLUDING TAXI	\$	EA AIRCRAFT	\$	EA OCC
		IN FLIGHT	\$			
			\$			
			\$	EA OCC	\$	AGGR
			\$	EA OCC	\$	AGGR
			\$			
		INCLUDED				
		EXCLUDED				
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION					
			\$		\$	

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Canyonlands Rgnl, Moab, UT
 Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

Grand County, Utah
 125 East Center St.
 Moab, UT 84532

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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U.S. Specialty Insurance Company
7950 Legacy Drive, Suite 600, Plano, TX 75024
main 469-633-7400 facsimile 469-633-7470

Today's Date: 07/06/2022

Skydive Moab, LLC
114 West Aviation Way
Moab, UT 84532

Falcon Insurance Agency, Inc.
P. O. Box 291388
Kerrville, TX 78029

Re: Named Insured: Skydive Moab, LLC
Policy Number: AP2000788-04
Policy Inception Date: 08/28/2022
Document Number: 4467123

Dear Policyholder,

Thank you for selecting U.S. Specialty Insurance Company for your aviation insurance needs.

Attached is your new airport insurance policy. Please review to ensure the coverage included meets your expectations. If you have any questions, please contact your agent.

Sincerely,

U.S. Specialty Insurance Company – Aviation Division

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U.S. Specialty Insurance Company
7950 Legacy Drive, Suite 600, Plano, TX 75024
main 469-633-7400 facsimile 469-633-7470

Airport Insurance Policy

by U.S. Specialty Insurance Company

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This policy is a legal contract between you and the company; therefore, IT IS IMPORTANT THAT YOU READ YOUR POLICY CAREFULLY.

POLICY JACKET	Validation	
DECLARATIONS	Part One	
AIRPORT LIABILITY POLICY	Part Two	Page
Section I	Coverages	1 - 2
Section II	Who Is An Insured	2 - 3
Section III	Limits of Insurance	3
Section IV	Exclusions	3 - 7
Section V	Conditions	7 - 9
Section VI	Definitions	9 - 12

AIRPORT LIABILITY POLICY DECLARATIONS - PART ONE

Company:

U.S. SPECIALTY INSURANCE COMPANY

- Administrative offices: 13403 Northwest Freeway,
- Houston, TX 77040

Your Policy Number:
Prior Policy Number:

AP2000788-04
AP2000788-03

ITEM 1	NAMED INSURED AND ADDRESS Skydive Moab, LLC 114 West Aviation Way Moab, UT 84532	YOUR AGENT'S NAME AND ADDRESS Falcon Insurance Agency, Inc. P. O. Box 291388 Kerrville, TX 78029	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership or Joint Venture <input type="checkbox"/> Other				
2	POLICY PERIOD: 12:01 a.m. standard time at your above address FROM: 08/28/2022 TO: 08/28/2023						
3	BUSINESS OF NAMED INSURED:						
4	LOCATION OF AIRPORT PREMISES INSURED BY THIS POLICY Canyonlands Rgnl, Moab, UT	DESCRIPTION OF PREMISES INSURED Premises Leased or Rented by Named Insured	NAMED INSURED'S INTEREST Tenant				
5	LIMITS OF INSURANCE, COVERAGES AND PREMIUMS: This insurance is only with respect to the following coverage(s) for which a premium charge is shown in the premium column. Absence of a premium charge means that no insurance is provided by the policy for that coverage.						
	LIMITS OF INSURANCE	COVERAGES	PREMIUM				
	\$ 1,000,000 Each Person	A AIRPORT PREMISES BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ 1,200				
	\$ 1,000,000 Each Occurrence						
	\$ 2,000,000 Aggregate						
	\$ Any One Aircraft	C HANGARKEEPER'S LIABILITY	\$				
	\$ Each Occurrence						
	\$ Deductible						
COVERAGES APPLICABLE TO ALL AIRPORT PREMISES INSURED BY THIS POLICY							
5	LIMITS OF INSURANCE, COVERAGES AND PREMIUMS: This insurance is only with respect to the following coverage(s) for which a premium charge is shown in the premium column. Absence of a premium charge means that no insurance is provided by the policy for that coverage.						
	LIMITS OF INSURANCE	COVERAGES	PREMIUM				
	\$ Each Person	B PRODUCTS COMPLETED OPERATIONS HAZARD BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$				
	\$ Each Occurrence						
	\$ Aggregate						
	\$ Each Person	D MEDICAL PAYMENTS	\$				
	\$ Each Occurrence						
6	Forms and Endorsements attached:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Premium for Endorsement(s)</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td style="text-align: right;">TOTAL POLICY PREMIUM</td> <td style="text-align: right;">\$ 1,200</td> </tr> </table>	Premium for Endorsement(s)	\$ 0	TOTAL POLICY PREMIUM	\$ 1,200
Premium for Endorsement(s)	\$ 0						
TOTAL POLICY PREMIUM	\$ 1,200						
	Form Name	Form Version	Form Title	Form Premium			
	20030	(08/10)	EXTENSION - AIRPORT OPERATIONS ADDITIONAL INSURED				
	20031	(08/10)	EXTENSION - LANDLORD ADDITIONAL INSURED				
	20053	(08/10)	EXTENSION - PARACHUTING ACTIVITIES, LIMITED				
	20003	(08/10)	AIRPORT LIABILITY POLICY JACKET				

**AIRPORT LIABILITY POLICY
DECLARATIONS - PART ONE**

Company:

U.S. SPECIALTY INSURANCE COMPANY

- Administrative offices: 13403 Northwest Freeway,
- Houston, TX 77040

Your Policy Number:

AP2000788-04

Prior Policy Number:

AP2000788-03

	20806	(01/15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM						
	20761	(01/16)	UTAH AMENDATORY ENDORSEMENT						
	20001	(08/19)	AIRPORT POLICY CONDITIONS						
7	PRODUCTS-COMPLETED OPERATIONS (Coverage Applicable Only With Respect To The Following Classification)		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">PREMIUM BASIS</th> <th style="width: 20%;">RATE (per \$1,000)</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: top;">Flat Charge</td> <td></td> <td></td> </tr> </tbody> </table>	PREMIUM BASIS	RATE (per \$1,000)		Flat Charge		
PREMIUM BASIS	RATE (per \$1,000)								
Flat Charge									
	Minimum Premium \$ _____								

Countersigned: _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is issued by U.S. Specialty Insurance Company
Policy number : AP2000788-04
Endorsement number :
Issued to (first Named Insured) : Skydive Moab, LLC
Effective : 08/28/2022
For : premium of \$
(The above information is required only when this endorsement is issued subsequent to preparation of the policy.)

EXTENSION - AIRPORT OPERATIONS ADDITIONAL INSURED

SCHEDULE

Name of Person or Organization: USDI-BLM
82 East Dogwood, Moab, UT 84532

State of Utah School and Institutional Trust Land, Administration
(SITLA)
217 East Center Street, Suite 230, Moab, UT 84532

Grand County
125 East Center Street, Moab, UT 84532

WHO IS AN INSURED (Section II) of this policy is amended to include as an **insured** the person or organization shown in the Schedule but only with respect to liability arising out of **your** ownership, maintenance or use of the **covered premises**.

In addition to the other exclusions of this policy, this insurance does not apply to liability for which any person or organization shown in the Schedule may be held liable by reason of:

1. Manufacturing, selling, handling, distributing or disposing of any goods or products; or
2. Any work or operations performed by or on behalf of the person or organization shown in the Schedule, including materials, parts or equipment furnished in connection with such work or operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is issued by U.S. Specialty Insurance Company

Policy number : AP2000788-04
Endorsement number :
Issued to (first Named Insured) : Skydive Moab, LLC
Effective : 08/28/2022
For : premium of \$

(The above information is required only when this endorsement is issued subsequent to preparation of the policy.)

EXTENSION - LANDLORD ADDITIONAL INSURED

SCHEDULE

Name of Person or Organization: Grand County, Utah
125 East Center St, Moab, UT 84532

WHO IS AN INSURED (Section II) of this policy is amended to include as an **insured** the person or organization shown in the Schedule but only with respect to liability arising out of **your** maintenance or use of the **covered premises**.

In addition to the other exclusions of this policy, this insurance does not apply to:

1. Any **occurrence** which takes place after **you** cease to rent or lease that premises; and
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

	This endorsement is issued by U.S. Specialty Insurance Company
Policy number	: AP2000788-04
Endorsement number	:
Issued to (first Named Insured)	: Skydive Moab, LLC
Effective	: 08/28/2022
For	: premium of \$
(The above information is required only when this endorsement is issued subsequent to preparation of the policy.)	

EXTENSION - PARACHUTING ACTIVITIES, LIMITED

Under EXCLUSIONS (Section IV), paragraph 20. applies only to **bodily injury** to a parachutist arising out of and in the course of jumping, including landing following a jump.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH AMENDATORY ENDORSEMENT

The following changes are made to **your** Airport Liability Policy:

I. Section V., CONDITIONS 2. "Cancellation" is replaced by the following:

2. Cancellation and Nonrenewal

A. Cancellation

The first Named Insured shown in the Declarations may cancel this Policy at any time by mailing or delivering to **us** advance written notice including the date coverage should end.

We may cancel this Policy at any time by mailing or delivering a notice of cancellation to the first Named Insured shown in the Declarations of this Policy. Notice will state the reason and the effective date of the cancellation. The Policy period will end on that date. Notice will be sent at least 30 days before the cancellation date. Only 10 days' notice will be given if **we** cancel for nonpayment of premium. Also, only 10 days' notice will be given if the Policy has been in effect less than 60 days and is not a renewal Policy. Proof of mailing or delivery will be proof that **you** were notified.

If this Policy has been in effect for more than 60 days, **we** may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Material misrepresentation;
- (3) Substantial change in the risk assumed unless **we** should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- (4) Substantial breaches of contractual duties, conditions or warranties.

If this Policy is cancelled, **we** will refund any premium due. If **we** cancel, the refund will be pro rata. If **you** cancel, the refund may be less than pro rata. The cancellation will be effective even if **we** have not made or offered a refund.

B. Nonrenewal

If **we** decide not to renew this Policy, **we** will mail or deliver written notice to the first Named Insured shown in the Declarations of this Policy. Notice will be sent at least 30 days before the Policy period ends. Proof of mailing or delivery will be proof that **you** were notified.

Notice of nonrenewal is not required if any of the following occur:

- (1) **You** have failed to pay any premium required;
- (2) **We** have manifested in good faith **our** willingness to renew;
- (3) **You** have notified **us** that **you** do not want to renew this Policy and/or **you** have obtained replacement coverage or agreed in writing to do so.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

	This endorsement is issued by U.S. Specialty Insurance Company	
Policy number	:	AP2000788-04
Endorsement number	:	
Issued to (first Named Insured)	:	Skydive Moab, LLC
Effective	:	08/28/2022
For	:	premium of \$
(The above information is required only when this endorsement is issued subsequent to preparation of the policy.)		

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

A. SECTION VI – DEFINITIONS of **your** Policy is amended to include:

1. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

a. The act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

b. The act resulted in damage:

(1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of Title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of an United States mission; and

c. The act is violent act or an act that is dangerous to human life, property, or infrastructure and is committed by an individual or individuals as part of an effort to

coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. **Certified terrorism loss** means loss that results from a **certified act of terrorism**.

a. **Cap on Certified Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and **we** have met **our** insurer deductible under the Terrorism Risk Insurance Act, **we** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

b. **Other act of terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **certified act of terrorism**.

Multiple incidents of an **other act of terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

B. Exclusion of **Other Acts of Terrorism** Committed Outside the United States

The following exclusion is added:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is issued by U.S. Specialty Insurance Company

Policy number : AP2000788-04
Endorsement number :
Issued to (first Named Insured) : Skydive Moab, LLC
Effective : 08/28/2022
For : premium of \$

(The above information is required only when this endorsement is issued subsequent to preparation of the policy.)

This insurance does not apply to:

Bodily injury or **property damage** arising, directly or indirectly, out of an **other act of terrorism** that is committed outside the United States (including its territories and possessions and Puerto Rico) but within the policy **coverage territory**. However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, **we** will include all insured **property damage** sustained by all persons and entities affected by the terrorism. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - (a) Physical injury that involves a substantial risk of death; or
 - (b) Protracted and obvious physical disfigurement; or
 - (c) Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an **other act of**

terrorism and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

In the event of an **other act of terrorism** that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Policy.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER OR EXTEND ANY OF THE TERMS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

**U.S. SPECIALTY INSURANCE COMPANY
AIRPORT LIABILITY POLICY
POLICY PROVISIONS - PART TWO**

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words **you** and **your** refer to the "Named Insured" shown in Item 1 of the Declarations. The words **we**, **us** and **our** refer to the Company providing this insurance.

The word **insured** means any person or organization qualifying as such under SECTION II-WHO IS AN INSURED.

Other words and phrases that appear in bold print have special meaning. Refer to SECTION VI-DEFINITIONS.

SECTION I - COVERAGES

You must look at Item 5 of the Declarations to determine the coverages and limits of insurance **you** have purchased. No insurance applies under this Policy for any listed coverage, unless a premium amount is shown in Item 5 of the Declarations for the specific coverage(s). Absence of a premium amount means that no insurance is provided by this Policy for that coverage.

COVERAGE A. AIRPORT PREMISES BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **We** will pay those sums that the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance applies only to **bodily injury** and **property damage** which occurs during the Policy period. The **bodily injury** or **property damage** must be caused by an **occurrence** and arise out of **your** ownership, maintenance or use of the **covered premises**. The **occurrence** must take place on the **covered premises** within the **coverage territory**. **We** will have the right and duty to defend any **suit** seeking those damages. However, **we** will have no duty to defend the **insured** against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. **We** may, at our discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:

- a. The amount **we** will pay for damages is limited as described in SECTION III-LIMITS OF INSURANCE.
- b. **Our** right and duty to defend end when **we** have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A.

COVERAGE B. PRODUCTS-COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **We** will pay those sums that the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance applies only to **bodily injury** and **property damage** which occurs during the Policy period. The **bodily injury** or **property damage** must

be caused by an **occurrence** and arise out of **your products-completed operations hazard** and one or more of the Classifications described in Item 7 of the Declarations. No insurance applies under the Policy for any operations(s) not listed as a covered Classification in Item 7. **We** will have the right and duty to defend any **suit** seeking those damages. However, **we** will have no duty to defend the **insured** against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. **We** may, at our discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:

- a. The amount **we** will pay for damages is limited as described in SECTION III-LIMITS OF INSURANCE.
- b. **Our** right and duty to defend end when **we** have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage B.

COVERAGE C. HANGARKEEPER'S LIABILITY

1. **We** will pay those sums that the **insured** becomes legally obligated to pay as damages because of **property damage to aircraft** which are the property of others and in **your** care, custody or control as bailee for the purpose of storage, repair, servicing or safe keeping (as evidenced by the records of the "Named Insured" shown in Item 1 of the Declarations) only at the **covered premises**. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance applies only to damage to **aircraft** which occurs during the Policy period. The damage must be caused by an **occurrence** and arise out of **your** ownership, maintenance or use of the **covered premises**.

We will have the right and duty to defend any **suit** seeking those damages. However, **we** will have no duty to defend the **insured** against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. **We** may, at our discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:

- a. The amount **we** will pay for damages is limited as described in SECTION III-LIMITS OF INSURANCE.

- b. **Our** right and duty to defend end when **we** have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage C.
2. This insurance is subject to the Deductible shown in Item 5 of the Declarations for "Each Occurrence." The Deductible does not apply to loss arising from fire.

COVERAGE D. MEDICAL PAYMENTS

1. **We** will pay medical expenses as described below for **bodily injury** caused by an accident arising out of **your** ownership, maintenance or use of the **covered premises**;

Provided that:

- a. The accident takes place on the **covered premises** and during the Policy period;
 - b. The expenses are incurred and reported to **us** within one year of the date of the accident; and
 - c. The injured person submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.
2. **We** will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in SECTION III - LIMITS OF INSURANCE. **We** will pay reasonable expenses for:
 - a. First aid administered at the time of an accident;
 - b. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - c. Necessary ambulance, hospital, professional nursing and funeral services.

SUPPLEMENTARY PAYMENTS - COVERAGE A, B AND C

We will pay, with respect to any claim **we** investigate or settle or any **suit** against an **insured we** defend:

1. All expenses **we** incur.
2. Up to \$250 for cost of bail bonds required because of accidents to which the **Bodily Injury** Liability Coverage applies. **We** do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. **We** do not have to furnish these bonds.
4. All reasonable expenses incurred by the **insured** at **our** request to assist **us** in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work.
5. All court costs taxed against the **insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **insured**.
6. Prejudgment interest awarded against the **insured** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of insurance, **we** will not pay any prejudgment interest based on that period of time

after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II-WHO IS AN INSURED

1. If **you** are designated in the Declarations as:
 - a. An individual, **you** and **your** spouse are **insureds**, but only with respect to **your** ownership, maintenance or use of the **covered premises** for the conduct of **your** business.
 - b. A partnership or joint venture, **you** are an **insured**. **Your** members, **your** partners, and their spouses are also **insureds**, but only with respect to **your** ownership, maintenance or use of the **covered premises** for the conduct of **your** business.
 - c. A limited liability company, **you** are an **insured**. **Your** members and managers are also **insureds**, but only with respect to **your** ownership, maintenance or use of the **covered premises** for the conduct of **your** business.
 - d. An organization other than a partnership or joint venture or limited liability company, **you** are an **insured**. **Your executive officers** and directors are **insureds**, but only with respect to their duties as **your** officers or directors. **Your** stockholders are also **insureds**, but only with respect to their liability as stockholders.
 - e. A trust, **you** are an **insured**. **Your** trustees are also **insureds**, but only with respect to their duties as trustees.
2. Each of the following is also an **insured**:
 - a. **Your volunteer workers** only while performing duties related to the conduct of **your** business or **your employees**, other than **your executive officers** (if **you** are an organization other than a partnership, joint venture or limited liability company) or **your** managers (if **you** are a limited liability company), but only for acts within the scope of their employment by **you**. **Volunteer workers** and **employees** are **insureds** under the policy only with respect to liability arising out of **your** ownership, maintenance or use of the **covered premises** in the conduct of **your** business. However, none of these **volunteer workers** or **employees** is an **insured** for:
 - (1) **Bodily injury**:
 - (a) To **you**, to **your** partners or members (if **you** are a partnership or joint venture), to **your** members (if **you** are a limited liability company), to a co-**employee** while in the course of his or her employment or performing duties related to the conduct of **your** business or to **your** other **volunteer workers** while performing duties related to the conduct

of **your** business on the **covered premises**;

- (b) To the spouse, child, parent, brother or sister of that co-**employee** as a consequence of paragraph (1)(a) above;
- (c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) **Property damage** to property:

- (a) Owned, occupied or used by;
- (b) Rented to, loaned to, leased to or in the care custody or control of, or over which physical control is being exercised for any purpose by;

you, any of **your employees, volunteer workers**, any partner or member (if **you** are a partnership or joint venture), or any member (if **you** are a limited liability company).

- b. Any person (other than **your employees**), or any organization while acting as **your** real estate manager.
- c. Any person or organization having proper temporary custody of **your** property if **you** die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until **your** legal representative has been appointed.
- d. **Your** legal representative if **you** die, but only with respect to his or her duties as such. That representative will have all **your** rights and duties under this Policy.

No person or organization is an **insured** with respect to the conduct of any current or past partnership or joint venture that is not shown as a "Named Insured" shown in Item 1 of the Declarations.

SECTION III-LIMITS OF INSURANCE

- 1. The Limits of Insurance and Coverages provided are shown in the Declarations and the rules below limit the most **we** will pay regardless of the number of:
 - a. **Insureds**;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.

- 2. The "Airport Premises Each Person Limit" is the most **we** will pay under Coverage A for **bodily injury** to any person caused by an **occurrence**.
- 3. The "Airport Premises Each Occurrence Limit" is the most **we** will pay under Coverage A because of **bodily injury** and **property damage** arising out of any one **occurrence**.
- 4. The "Airport Premises Aggregate Limit" is the most **we** will pay under Coverage A and D.
- 5. The "Products-Completed Operations Hazard Each Person Limit" is the most **we** will pay under Coverage B for **bodily injury** to any person caused by an **occurrence**.
- 6. The "Products-Completed Operations Hazard Each Occurrence Limit" is the most **we** will pay under Coverage B because of **bodily injury** and **property damage** arising out of any one **occurrence**.
- 7. The "Products-Completed Operations Hazard Aggregate Limit" is the most **we** will pay under Coverage B.
- 8. The "Hangarkeeper's Liability Any One Aircraft Limit" is the most **we** will pay under Coverage C because of **property damage** sustained by any one **aircraft**.
- 9. The "Hangarkeeper's Liability Each Occurrence Limit" is the most **we** will pay under Coverage C because of **property damage** to **aircraft** arising out of any one **occurrence**.
- 10. The "Hangarkeeper's Deductible" is the amount **you** must pay under Coverage C because of **property damage** arising out of any one **occurrence**.
- 11. Subject to paragraph 4. above, the "Medical Payments Each Person Limit" is the most **we** will pay under Coverage D for all medical expenses because of **bodily injury** sustained by any one person.
- 12. Subject to paragraph 4. above, the "Medical Payments Each Occurrence Limit" is the most **we** will pay under Coverage D for all medical expenses because of **bodily injury** arising out of any one **occurrence**.

The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy period shown in the Declarations, unless the Policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - EXCLUSIONS

This insurance does not apply to:

- 1. **Aircraft, Auto** or Watercraft

Bodily injury or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any **aircraft, auto** or watercraft owned, operated by, rented, leased or loaned to any **insured**. Use includes operation and **loading or unloading**.

This exclusion applies even if the claims against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any **aircraft, auto** or watercraft that is owned or operated by or rented, leased or loaned to any **insured**.

This exclusion does not apply to:

- a. A watercraft while ashore on **covered premises you own, lease or rent**;
- b. Parking an **auto** on the **covered premises you own, lease, or rent**, provided the **auto** is not owned, rented, leased or loaned to any **insured**;
- c. Liability assumed under any **insured contract** for the ownership, maintenance or use of watercraft.

2. Assault and Battery

Assault and battery if committed by or at the direction of any **insured** or a partner or **executive officer** of any **insured**, but this exclusion shall not apply if the assault and battery is committed for the purpose of preventing or eliminating **bodily injury** or **property damage**.

3. Workers Compensation and Similar Laws

Any obligation of the **insured** under a workers compensation, disability benefits or unemployment compensation law or any similar law.

4. Employer's Liability

Bodily injury to:

- a. An **employee** of the **insured** arising out of and in the course of:
 - (1) Employment by the **insured**; or
 - (2) Performing duties related to the conduct of the **insured's** business; or
- b. The spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph a. above.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the **insured** under an **insured contract**.

5. Contractual Liability

Bodily injury or **property damage** for which any **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an **insured contract** or
- b. That the **insured** would have in the absence of the contract or agreement.

6. War

Bodily injury or **property damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

7. Bodily injury or property damage, arising out of:

- a. The conduct of or participation in, or preparation for any contest, airshow or exhibition, racing, speed or demolition contest or stunting activity;
- b. The ownership, maintenance, use or operation of:
 - (1) swimming pools; or
 - (2) lodging accommodations for the general public; or
 - (3) air traffic control operations other than **ground traffic control**;
 - (4) grandstands, bleachers or observation platforms other than observation decks or promenades which are part of a permanent structure of the **covered premises**.

8. Liquor Liability

Bodily injury or **property damage** for which any **insured** may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if **you** are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages

9. Alienated Premises

To **property damage** to premises alienated by the **insured** arising out of such premises or any part thereof.

10. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **insured**. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

11. Pollution

a. **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants,

(1) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(a) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the buildings occupants or their guests;

(b) bodily injury or property damage arising out of heat, smoke or fumes from **hostile fire**;

(2) at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(3) which are or were at any time transported, handled, stored, treated, disposed of, or processed as a waste by or for:

(a) any **insured**; or

(b) any person or organization for whom **you** may be legally responsible.

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or

(2) Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

(3) Noise (whether or not audible to the human ear), vibration, sonic boom, and/or any phenomena associated therewith; or

(4) Electrical and/or electromagnetic interference.

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

12. Mobile Equipment

Bodily injury or property damage arising out of;

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a. The transportation of **mobile equipment** by an **auto** owned or operated by or rented, leased or loaned to any **insured**; or

b. The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

13. Damage to Property

Property damage to:

a. Property **you** own, lease, rent, or occupy, including any costs or expenses incurred by **you**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property

b. Premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises;

c. Property loaned to **you**;

d. Personal property of others in the care, custody or control of the **insured**, except for **property damage to aircraft** where the control is solely **ground traffic control**, or where COVERAGE C - HANGARKEEPER'S LIABILITY applies;

e. That particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or

f. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph b. of this exclusion does not apply if the premises are **your work** and were never occupied, leased, rented or held for rental by **you**.

Paragraph f. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

14. Damage to Your Product

Property damage to **your product** arising out of it or any part of it.

15. Damage to Your Work

Property damage to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

16. Damage to Impaired Property or Property Not Physically Injured

Property damage to **impaired property** or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous

condition in **your product** or **your work**; or

- b. A delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

17. Recall of **Your Products, Your Work** or **Impaired Property**

Damages claimed for any loss, cost or expense incurred by **you** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. **Your product**;
- b. **Your work**; or
- c. **Impaired property**;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

18. Nuclear Energy Liability Exclusion

To **bodily injury** or **property damage**:

- a. With respect to which an **insured** under the Policy is also an **insured** under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriter or Nuclear Insurance Association of Canada, or would be an **insured** under any such Policy but for its termination upon exhaustion of its limit of liability; or
- b. Resulting from the **hazardous properties of nuclear material** and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The **insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- c. Under Medical Payments Coverage, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
- d. To **bodily injury** or **property damage** resulting from the **hazardous properties of nuclear material**, if:
 - (1) The **nuclear material**:

- (a) Is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured**; or

- (b) Has been discharged or dispersed therefrom;

- (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

- (3) The **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

By-product material has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

Hazardous properties include radioactive, toxic or explosive properties;

Nuclear facility means:

- (1) Any nuclear reactor;
- (2) Any equipment or device designated or used for:
 - (a) Separating the isotopes of uranium or plutonium;
 - (b) Processing or utilizing **spent fuel**; or
 - (c) Handling, processing or packaging **waste**;
- (3) Any equipment or device used for the processing fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

Nuclear material means **source material, special nuclear material** or **byproduct material**.

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property damage includes all forms of radioactive contamination of property.

Source material has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Special nuclear material has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Waste means any waste material:

- (1) Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- (2) Resulting from the operation by any person or organization of any **nuclear facility** included under paragraphs (a) and (b) of the definition of **nuclear facility**.

19. Intercompany Products Suits

This insurance does not apply to any claim for damages by any "Named Insured" against another "Named Insured" because of **bodily injury** or **property damage** arising out of **your products** and included within the **products-completed operations hazard**.

20. Parachute Jumping

Bodily injury or **property damage** arising out of the conduct of or participation in, or preparation for, any parachuting activities.

21. Additional Exclusions Applicable To COVERAGE C HANGARKEEPER'S LIABILITY

- a. Loss of or damage to clothing, wearing apparel, personal effects or merchandise of any description, whether the **aircraft** in which they are contained is stolen, damaged or not;
- b. **Property damage** to any **aircraft** owned by, hired by, loaned to, rented to or leased to **you, your** family member, or **your employees**. If **you, your** family members, or **your employees** are a co-partner in the ownership of an **aircraft** then it is considered an owned **aircraft** and this exclusion also applies to such **aircraft**;
- c. **Property damage** of or damage to any **aircraft** while it is **in flight**;
- d. Loss of or damage to any material furnished by the **insured** or any work done by the **insured** out of which the loss or damage arises.

22. Additional Exclusions Applicable to COVERAGE A AIRPORT PREMISES BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Liability arising out of a **products-completed operations hazard**.

23. Additional Exclusions Applicable To COVERAGE D MEDICAL PAYMENTS

- a. We will not pay medical expense incurred by:
 - (1) Any **insured**, except **volunteer workers**;
 - (2) A person hired to do work for or on behalf of any **insured** or a tenant of any **insured**;
 - (3) To a person injured on that part of premises **you** own, rent or lease that the person normally occupies;
 - (4) A person, whether or not an **employee** of any **insured**, if benefits for the **bodily injury** are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- b. Any loss arising out of a **products-completed operations hazard**;
- c. Any **bodily injury** excluded under Coverage A.

SECTION V - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve **us** of **our** obligations under this Policy.

2. Cancellation

- a. The first "Named Insured" shown in Item 1 of the Declarations may cancel this Policy by mailing or delivering to **us** advance written notice of cancellation.
- b. **We** may cancel this Policy by mailing or delivering to the first "Named Insured," shown in Item 1 of the Declarations, written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if **we** cancel for any other reason.
- c. **We** will mail or deliver **our** notice to the first "Named Insured's," shown in Item 1 of the Declarations, last mailing address known to **us**.
- d. Notice of cancellation will state the effective date of cancellation. The Policy period will end on that date.
- e. If this Policy is cancelled, **we** will send the first

"Named Insured" shown in Item 1 of the Declarations any premium refund due. If **we** cancel, the refund will be pro rata. If the first "Named Insured" shown in Item 1 of the Declarations cancels, the refund may be less than pro rata. The cancellation will be effective even if **we** have not made or offered a refund.

- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

This Policy contains all the agreements between **you** and **us** concerning the insurance afforded. The first "Named Insured" shown in Item 1 of the Declarations is authorized to make changes in the terms of this Policy with **our** consent. This Policy's terms can be amended or waived only by endorsement issued by **us** and made a part of this Policy.

4. Duties in The Event Of **Occurrence**, Claim Or **Suit**

- a. **You** must see to it that **we** are notified as soon as practicable of an **occurrence** which may result in a claim. To the extent possible notice should include:

- (1) How, when and where the **occurrence** took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the **occurrence**.

- b. If a claim is made or **suit** is brought against any **insured**, **you** must:

- (1) Immediately record the specifics of the claim or **suit** and the date received; and
- (2) Notify **us** as soon as practicable.

You must see to it that **we** receive written notice of the claim or **suit** as soon as practicable.

- c. **You** and any other involved **insured** must:

- (1) Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
- (2) Authorize **us** to obtain records and other information;
- (3) Cooperate with **us** in the investigation or settlement of the claim or defense against the **suit**; and
- (4) Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply.

- d. No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for

first aid, without **our** consent.

5. Legal Action Against **Us**

No person or organization has a right under this Policy:

- a. To join **us** as a party or otherwise bring **us** into a **suit** asking for damages from an **insured**; or
- b. To sue **us** under this Policy unless all of its terms have been fully complied with.

A person or organization may sue **us** to recover on an agreed settlement or on a final judgment against an **insured** obtained after an actual trial; but **we** will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by **us**, the **insured** and the claimant or the claimant's legal representative.

6. Other Insurance

If other valid and collectible insurance is available to the **insured** for a loss **we** cover under Coverages A or B or C, **our** obligations are limited as follows:

- a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, **our** obligations are not affected unless any of the other insurance is also primary. Then, **we** will share with all that other insurance by the method described in c. below.

- b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
- (2) If the loss arises out of the maintenance or use of **aircraft**, **autos** or watercraft to the extent not subject to Exclusion 1. of SECTION IV - EXCLUSIONS.

When this insurance is excess, **we** will have no duty under Coverage A or B or C to defend any claim or **suit** that any other insurer has a duty to defend. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to the **insured's** rights against all those other insurers.

When this insurance is excess over other insurance, **we** will pay only **our** share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, **we** will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, **we** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Premium Audit

- a. **We** will compute all premiums for this Policy in accordance with **our** rules and rates.
- b. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period **we** may compute the earned premium for that period. Audit premiums are due and payable on notice to the first "Named Insured" shown in Item 1 of the Declarations. If the sum of the advance and audit premiums paid for the Policy term is greater than the earned premium, **we** will return the excess to the first "Named Insured" shown in Item 1 of the Declarations.
- c. The first "Named Insured" shown in Item 1 of the Declarations must keep records of the information **we** need for premium computation and send **us** copies at such times as **we** may request.

8. Representations

By accepting this Policy, **you** agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations **you** made to **us**; and
- c. **We** have issued this Policy in reliance upon **your** representations.

9. Separation of **Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first "Named Insured" shown in Item 1 of the Declarations, this insurance applies:

- a. As if each "Named Insured" were the only "Named Insured"; and

- b. Separately to each **insured** against whom claim is made or **suit** is brought.

10. Transfer of Rights of Recovery Against Others To **Us**

If the **insured** has rights to recover all or part of any payment **we** have made under this Policy, those rights are transferred to **us**. The **insured** must do nothing to impair them. At **our** request, the **insured** will bring **suit** or transfer those rights to **us** and help **us** enforce them.

11. Inspections and Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give **you** reports on the conditions **we** find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public and **we** do not warrant that conditions;

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to **us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

12. Examination of **Your** Books and Records

We may examine and audit **your** books and records as they relate to this Policy at any time during the Policy period and up to three years afterwards.

SECTION VI-DEFINITIONS

- 1. **Aircraft** means a device that is used, or intended to be used, for flight in the air and includes parts temporarily detached and not replaced by other similar parts.
- 2. **Airport** means name of the airport where the premises insured are located as described in Item 4 of the Declarations.
- 3. **Auto** means a land motor vehicle including a motorcycle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.
- 4. **Bodily injury** means physical injury to a person, including sickness, disease, or death.
- 5. **Covered Premises** means:
 - a. The portion of the **airport** which is owned, leased, rented or occupied by **you** and described in Item 4

of the Declarations as "LOCATION OF AIRPORT PREMISES INSURED BY THIS POLICY"; and

- b. Any premises not owned, leased, rented or occupied by **you** but which are used by **you** if such use is temporary and incidental to **your** use of the **covered premises** on the **airport** identified in Item 4 of the Declarations; and
 - c. Any airport premises, or premises adjacent to an airport that **you** acquire ownership or control of during the Policy period, if:
 - (1) **You** notify **us** within 30 days after such acquisition;
 - (2) **You** pay any additional premiums due as a result of this additional premises; and
 - (3) **You** have no other valid and collectible insurance applicable to the loss.
6. **Coverage territory** means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of goods or products made or sold by **you** in the territory described in a. above; and
 - (2) The **insured's** responsibility to pay damages is determined in a **suit** on the merits, in the territory described in a. above or in a settlement **we** agree to.
7. **Employee** includes a leased worker. **Employee** does not include a temporary worker.
8. **Executive officer** means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.
9. **Ground traffic control** means the directing of **aircraft** on the ground from the time the **aircraft** completes its landing run until movement begins for takeoff.
10. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
- a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. **You** have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of **your product** or **your work**; or
- b. **Your** fulfilling the terms of the contract or agreement.
11. **In flight** means the time starting when the **aircraft** moves forward for takeoff and continues until it has landed. It has landed when it has safely stopped or left the runway under control.
12. **In motion** means any time the **aircraft** is moving as the result of its engine power and:
- a. If it is a rotorcraft, any time a rotor is turning;
 - b. If it is turbine powered, any time an engine is running;
 - c. If it is a glider, any time it is being transported, towed or is **in flight**;
 - d. **In motion** excludes **in flight**.
13. **Insured Contract** means any written:
- a. Lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while leased or rented to **you** or temporarily occupied by **you** with permission of the owner is not an **insured contract**;
 - b. Sidetrack agreement;
 - c. Easement or license agreement, except in connection with construction or demolition operations on or adjacent to a railroad;
 - d. Indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
 - e. Elevator maintenance agreement; or
 - f. Part of any other contract or agreement pertaining to **your** ownership, maintenance or use of **covered premises** (including an indemnification of a municipality in connection with work performed or a municipality) under which **you** assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, ship drawings, opinions, reports, surveys,

field orders change orders or drawings and specifications; or

(b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured's** rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

14. **Leased worker** means a person leased to **you** by a labor leasing firm under an agreement between **you** and the labor leasing firm, to perform duties related **your** ownership, maintenance or use of the **covered premises**. **Leased worker** does not include a **temporary worker**.

15. **Loading or unloading** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an **aircraft**, watercraft or **auto**;

b. While it is in or on an **aircraft**, watercraft or **auto**; or

c. While it is being moved from an **aircraft**, watercraft or **auto** to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **aircraft**, watercraft or **auto**.

16. **Minimum Premium** is the least premium for which **we** will issue Coverage B. This premium is fully earned in the event of cancellation by **you**.

17. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to the **covered premises**;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily

to provide mobility to permanently attached equipment of the following types;

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**;

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning.

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

18. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

19. **Products-completed operations hazard** means:

a. **bodily injury or property damage** arising out of **your product or your work** after it is returned to service or is otherwise completed and relinquished to **your** customer except:

(1) Products that are still in **your** physical possession; or

(2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:

(a) When all of the work called for in **your** contract has been completed;

(b) When all of the work to be done at the job site has been completed if **your** contract calls for work at more than one job site;

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include **bodily injury** or **property damage** arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by **you**, and that condition was created by the **loading or unloading** of that vehicle by any **insured**; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. **Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

21. **Suit** means a civil proceeding in which damages because of **bodily injury** or **property damage** to which this insurance applies are alleged. **Suit** includes an arbitration proceeding alleging such damages to which **you** must submit or submit with **our** consent.

22. **Temporary worker** means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

23. **Your product** means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by **you**; and,
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes:

- (1) Warranties or representations made at the time with respect to the fitness, quality, durability, performance or use of **your product**; and
- (2) The providing or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

24. **Your work** means:

- a. Work or operations performed by **you** or on **your** behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

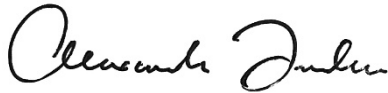
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- (2) The providing of or failure to provide warnings or instructions.

25. **Volunteer worker** means a person who is not **your** employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by **you**, and is not paid a fee, salary or other compensation by **you** or anyone else for their work performed for **you**.

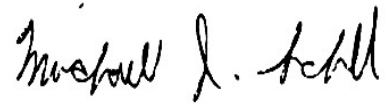
26. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

VALIDATION

Your policy is comprised of the Declarations, Sections One through Six and any endorsements we issued. The signature of **our** president and secretary validate **your** policy.



Secretary
Alexander Ludlow



President
Michael J. Schell

ALL CLAIMS SHOULD BE REPORTED TO OUR CLAIMS DEPARTMENT

U.S. Specialty Insurance Company
Attn: Claims Department
7950 Legacy Drive • Suite 600 • Plano, TX 75024
(800) 467-8731 • Fax: (469) 633-7520
E-mail: claims@ussic.com

NOTICE OF LOSS CONTROL INFORMATION AVAILABILITY

If you would like to receive loss control information related to airport general liability policies, please contact us at (800) 467-8731.

INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY
AGREEMENT

Whereas Skysdive Moab LLC (hereinafter "User")
desire(s) to use Grand County (herein after "County") Property or Facilities located at

Canyonlands Airport to engage in the following activities;

Skysdiving,
and in consideration of County's willingness to allow User to use said facilities and/or
property, I

Keith MacBeth, as the duly authorized agent acting on behalf of the
User, herewith agree and promise Indemnify and hold County, its officers, agents, officials
and employees, and volunteers harmless and release them for and from any liability, costs or
expenses arising from any action, causes of action, claims for relief, demands, damages,
expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims
for relief, demands, damages, costs, fees, expenses and/or compensations are known or
unknown, are in law or equity, and without limitation, all claims of relief which can be set
forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or
otherwise of User, County, and/or their respective officers, agents, officials, members,
employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to the
County's facilities or equipment arising out of User's use or possession of said facilities or
property.

User further agrees and promises to provide County with Certificate of
Insurance verifying that User has acquired insurance sufficient to support User's promise to
Indemnify and Hold County Harmless as outlined above.

User acknowledges that User has been advised to consult legal counsel and have
had the opportunity to consult with legal counsel prior to entering into this Indemnification /
Hold Harmless / Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification / Hold
Harmless / Release of Liability Agreement, that User relinquishes all rights or claims to
adjudication or recourse to which User may be entitled in relation to any damages or injury
that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the
meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in
this Agreement voluntarily and that User makes them without any duress or undue influence of
any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User
or any other person or entity may be greater or more extensive than is known, anticipated or
expected.

Keith MacBeth
Signature of User Agent

Keith MacBeth
Printed Name of User Agent

Date: 6/22/22



Canyonlands Regional Airport

Administration & Operations:

110 West Aviation Way

Moab, UT 84532

Mailing address:

125 E. Center Street

Moab, UT 84532

435.259.4849

June 30, 2022

Moab Area Travel Council

Special Events Committee

84 N. 100 East

Moab, UT 84532

Dear Moab Area Travel Council and the Special Events Committee,

Canyonlands Regional Airport is in favor of Skydive Moab holding its Mother Of All Boogies (MOAB) event at the airport. This year it is planned for September.

Please feel free to call me with any questions.

Sincerely,

Tammy Howland

Tammy Howland

Interim Airport Director

Canyonlands Regional Airport

ZUNICH BROS MECHANICAL



PO Box 329
Moab, UT 84532
435-259-8777
435-259-5353 fax
zunbros@aol.com

SERVICE CONTRACT

I, Keith McBeth representing Skydive Moab do agree to the following terms and
(Print Name) (Company or Group)

conditions in conjunction with service provided by Zurich Bros Mechanical, LLC, and its representatives:

DAMAGES

Party (ies) utilizing equipment covered under this agreement hereby agree to return equipment at the end of the usage period in the same condition they were received and are financially responsible for any damage sustained under said period of time.

TRASH

Portable toilets are to be used for human waste only. Please inform those on the site using the facilities that trash i.e.: other paper, clothing, feminine hygiene products, diapers, food, cans, bottles, etc. plug our equipment and can be hazardous to our service operator and equipment. It is recommended that garbage reciprocals are placed next to the portable toilets. There may be, at the discretion of the service operator, an additional charge for trash removal not to exceed \$30.00 per unit.

PAYMENT AGREEMENT

For special events a 50% payment is due one week prior to delivery and the remaining 50% is due at delivery unless other arrangements are made. We do accept credit card payment but if you choose this method of payment a 3% convenience fee will be added.

For long term service statements are sent on or around the 1st of each month and payment in full is due to: Zurich Bros Mechanical

PO Box 329
Moab, Utah 84532.

by the 10th of each month. All accounts that are 30 days past due will be charged a \$20.00 late payment fee, balances not paid within 60 days will incur an additional \$20.00 late payment fee and services will be suspended until payment is made. Full payment will be required to reinstate service. Furthermore, I/We agree to pay \$20.00 per month late payment fee, all charges and fees incurred herein as shown by the statements/invoices, promptly upon presentment thereof, unless credit arrangement are agreed upon in writing. Charges shown by statements/invoices are deemed correct and reasonable unless protested in writing within thirty (30) days of billing date. If this account becomes delinquent, I/We further agree to pay all court costs, attorney's fees and collection agency commissions incurred in collection of this account, whether or not suit is filed, and understand that such fees and or commissions might be as much as 50% of the principle balance.

TERMS

Zunich Bros will provide 12 portable restrooms at Airport and Blue Hills Road September 15-18, 2022
Service all units on 9/16 late afternoon.

ZUNICH BROS MECHANICAL



PO Box 329
Moab, UT 84532
435-259-8777
435-259-5353 fax
zunbros@aol.com

SERVICE CONTRACT CLIENT INFORMATION

Statements and other correspondence are to be sent to: Keith MacBeth

(Name)

114 W Aviation Way Moab UT 84532

(Physical Address)

(City)

(State)

(Zip)

Po Box 995 Moab UT 84532

(Mailing Address if different)

(City)

(State)

(Zip)

435-259-5867 Keith 435-260-0197 cell

(Phone)

(Fax #)

(Contact)

(Alt. Phone)

Keith MacBeth

(Client Signature)

6/14/22

(Date)

(Authorized Representative.)

(Date)

THANK YOU FOR YOUR BUSINESS

29208
NOT TRANSFERABLE



From: January 1, 2022
Expires: December 31, 2022

BY THE AUTHORITY OF THE BOARD OF COUNTY COUNCIL PERSONS, GRAND COUNTY, STATE OF UTAH

Skydive Moab in conformity to the Laws of the State of Utah, to conduct a Skydiving business at Moab Airport in Grand County, State of Utah, commencing for the same on 01/01/2022 and ending on 12/31/2022. Subject to the provisions of the Laws of the State of Utah, having paid into the County Treasury the fees in accordance with the order of the Board of Grand County Council and the same is hereby duly authorized.

Given under my hand and the seal of said Grand County this day January 12, 2022.

A handwritten signature in black ink, appearing to read "Dawn H. Stora".

Deputy Clerk

A handwritten signature in black ink, appearing to read "Quinn Skell".

County Clerk



Utah State Tax Commission
TAXPAYER SERVICES DIVISION 210 N 1950 W SALT LAKE CITY Utah 84134-9000

Website: tax.utah.gov

atL012 03/2018

Sales Tax License and/or Use Tax Certificate of Registration

SKYDIVE MOAB LLC

SKYDIVE MOAB

114 W AVIATION WAY

MOAB UT 84532-0000

Account Number: **12234770-002-STC**

This business is registered to make
taxable sales from the
unincorporated area of:
Grand County

Outlet: 0003 Issued: January 1, 2021 Valid until revoked or cancelled. Post in a noticeable place.

This business is authorized to make taxable sales, purchase tax free for resale, collect and remit sales and use taxes in the State of Utah. The authority to engage in business is subject to city and/or county business licensing laws and other rules and regulations. This license may be revoked for violations or failure to comply with these laws, rules and regulations. If this business moves, closes or is sold, you must contact the Tax Commission immediately by calling 801-297-2200 or toll free 1-800-662-4335 and return this license to the Tax Commission for cancellation. This license is NOT transferable.

EVENT MEDICAL SUPPORT

MOAB BOOGIE ESTIMATE

Send to: Skydive Moab info@skydivemoab.com	From: Event Medical Support 731 Mulberry Lane Moab UT 84532
	Date: 6/17/2022

This bid is for medical support/first responder services during the Moab Boogie Sky Diving Event to be held on Sept 15-18, 2022, at Canyonlands Field Airport, Moab, UT. This bid includes supplies, personnel and administrative fees. It does not include any costs for higher level medical needs (e.g., Search and Rescue, Ambulance or Helicopter) beyond immediate, Basic Life Support first aid.

SERVICES AND SUPPLIES:
One Medic – on location up to 10 hours* each day, plus travel time. Responders are guaranteed a minimum of five hours pay each day.
**Note:* Medic assigned will have one of the following certifications: Paramedic, EMT (either Advanced or Basic), Wilderness EMT, Physician’s Assistant or Wilderness First Responder. While s/he will be acting in the capacity of First Responder, be assured that s/he will provide high level services.
Supplies – One trauma pack that will include: bandaging and splinting materials, trauma care, AED, C-Collar, Blood Pressure cuff and stethoscope. One kit filled with over-the-counter medicines. EZ Up, table, chairs
Administrative Fee – staff coordinator for crew members each day and re-stocking of supplies.

Event Medical Support is licensed and insured to provide basic first aid services. However, this is not an ambulance service and neither patient transportation nor Intravenous/invasive treatments are offered.

ESTIMATE **\$1,800 + 8.85% UT sales tax**

**Final invoice will be based on actual hours of service + travel each day.*

Thank you for reviewing this bid. If you wish to discuss any items described in this bid, feel free to contact me any time.

Melissa Nerone, Event Medical Support
435-260-6001

STATEMENT OF AUTHORITY
ENTITY NAME

[NOTE THAT ALL OWNERS/SHAREHOLDERS OF AN ENTITY MUST SIGN THIS DOCUMENT - PLEASE DELETE THIS COURTESY REMINDER PRIOR TO SUBMISSION]

Entity Name: Skydive Moab
Type of Entity: Skydiving
Formation State: UTAH
Mailing Address: PO Box 995 Moab, UT 84532

Name and Position of Each Person Authorized to Bind the Entity and Execute Contracts for the Entity: Keith MacBeth / Manager 435-260-0197


Such Authority is: NOT LIMITED LIMITED as follows:

This Statement of Authority is Executed by the Entity pursuant to Utah Law.

This Statement of Authority amends and supersedes all prior Statements of Authority which shall be of no further force or effect.

Effective Date: 6/22/22

ENTITY NAME: Skydive Moab

By: 
Its: Keith MacBeth

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____



Department of the Treasury
Internal Revenue Service
Odgen, UT 84201

In reply refer to: 0152608126
Aug 12, 2021 LTR 147C
80-0082110

SKYDIVE MOAB LLC
MACBETH CLINTON MBR
PO BOX 995
MOAB UT 84532-0995 951

Taxpayer Identification Number: 80-0082110

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 12th, 2021.

Your Employer Identification Number (EIN) is 80-0082110. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Sepulveda
1003526974
Customer Service Representative

INTERNAL REVENUE SERVICE



FAX TRANSMISSION
Cover Sheet

Date: August 12, 2021

To: _____

Address/Organization: SKYDIVE MOAB LLC

Fax Number: 14352592418 Office Number: _____

From: Miss. Sepulveda

Address/Organization: Internal Revenue Service

Fax Number: _____ Office Number: 800-829-4933

Number of pages: *Including cover page*

Subject:

This communication is intended for the sole use of the individual to whom it is addressed and may contain confidential information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited by the provisions of the Internal Revenue code. If you have received this communication in error, please contact the sender immediately by telephone. Thank you.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
SPECIAL RECREATION PERMIT

(16 U.S.C. 6801 et seq., 43 U.S.C. 1701 et seq., 43 CFR Group 2930)

Permit No.
MFO-Y010-18-087R

BLM Issuing Office
Moab Field Office
DOI-BLM-UT-Y010-2017-0298 CX

Permittee Skydive Moab

Authorized Representative Keith MacBeth, Keith MacBeth, Anthony Ricco,

Address PO Box 995 Moab, UT 84532	Phone Number <u>(435) 259-5867</u>
	Email Address <u>info@skydivemoab.com</u>
	Fax Number _____
	Website <u>www.skydivemoab.com</u>

Permit is for (check all that apply): Commercial Use Competitive Use Organized Group Activity or Event Vending

Date Issued _____ Date Expires 12/31/2028 (Terms greater than one year subject to annual authorization)

Seasonal or other period of limitations Fall

Permit Fee Formula Organized Group: Greater of \$115/year or \$6/person/day
If other, specify _____

Assigned Sites (commercial only): None No. of Assigned Sites subject to fees _____

Special Area Fees Apply: Yes No Special Area Fee _____

Minimum insurance coverage requirement Moderate Risk: \$500,000 per occurrence, \$1,000,000 annual aggregate

Permit is valid only if a current Certificate of Insurance, listing the United States as additional insured, is on file with the issuing BLM Office.

Post use report due date(s) 30 days after last use of year Bond Requirement: None Bond Amount _____

Purpose and activities authorized

Skydiving Event

Approved Area of Operation

Mineral Bottom, Gemini Bridges Landing Zone

Certification of Information: I certify use of this permit will be as per the operations plan on file with BLM. I acknowledge I am required to comply with any conditions required by the BLM including the General Terms and Permit Stipulations listed on the following pages of this form and any additional stipulations which may be attached.

Additional stipulations are attached: Yes No

(Permittee Signature)

(Date)

Approved and issued for the conduct of permitted activities and locations shown on this permit and in conformance with the operating plan. Permit is subject to General Terms and Permit Stipulations any additional stipulations attached.

(BLM Authorized Officer Printed Name)

(BLM Authorized Officer Signature)

(Date)

GENERAL TERMS AND PERMIT STIPULATIONS

A. Compliance with laws, regulations, and other legal requirements. The permittee shall comply with all Federal, State, and local laws; ordinances; regulations; orders; postings; or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP). The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, and spectators under the permittee's supervision.

B. Modification, Suspension, Termination. An SRP authorizes special uses of the public lands and related waters and should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The Authorized Officer may suspend or terminate an SRP if necessary, to protect public resources, health, safety, the environment, or because of non-compliance with permit stipulations. Actions by the BLM to suspend or terminate an SRP are appealable.

C. Permit Value & Operating Rights. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit is not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price, or compensation, and may not be used as collateral for a loan. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee's SRP. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license.

D. Non-Exclusive Use. Unless expressly stated, the SRP does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of the federal land by other users. The United States reserves the right to use any part of the area for any purpose.

E. Subcontracting. Where the BLM authorizes a permittee to subcontract a portion of the permitted activities, the permittee must retain operational control of the permitted activities and must also comply with any applicable special stipulations related to contractors and subcontractors, which may include, but are not limited to, provisions regarding permit compliance, fee payment, reporting requirements, and insurance requirements.

F. Advertising. All printed, electronic, and oral advertising and representations made to the public and the Authorized Officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, the permittee will not seek or obtain trademark rights, use or incorporate the names, trademarks, or logos of the BLM, the Government, or their employees in any advertising, promotional, sales literature, or on any product without the prior written approval of the BLM for the specific use. The permittee shall not state or imply that the Government or any of its organizational units or employees endorses any product, service, or activity as being conducted by the BLM. The BLM does not directly or indirectly endorse any product or service provided, or to be provided, by the permittee whether directly or indirectly related to this Special Recreation Permit. The permittee may not portray or represent the permit fee as a special federal user's tax. The permittee must furnish the Authorized Officer with a current brochure, or website, including price list.

G. Responsibility of Permittee. The permittee assumes responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous flora/fauna, abandoned mines, or other hazards that present risks for which the permittee assumes responsibility.

H. Resource Protection: The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.

I. Display of Permit: The permittee, permittee's employees, agents, and Authorized Officer approved subcontractors, must present or display a copy of the SRP to an Authorized Officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.

J. Operating Plan. The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit. Any changes to your operations as described in this plan must be requested in writing to the BLM. This request must receive prior written approval from the BLM Authorized Officer before the operating plan changes may take effect.

K. Accounting Records: The Authorized Officer, or other duly authorized representative of the BLM, may examine any of the books, documents, papers, or records pertaining to the permit or transactions related to it, in the possession of the permittee or its employees, business affiliates, or agents for up to three years after expiration of the permit. For permits with fees greater than \$10,000 annually, when requested by the BLM, the holder at its own expense shall have its annual accounting records audited by an independent public

accountant acceptable to the BLM. The permit holder must maintain internal accounting records pertaining to this authorized use, and these records must be readily discernable from accounting transactions with other permits, business endeavors or personal use. Accounting records must include the following:

1. A recordkeeping procedural outline or process plan.
2. Customer receipt deposit log or similar detailed information, which includes at a minimum: A) Customer identifier; B) Location identifier; C) Dated deposit and amount; D) Gross fee collected; E) Subtotal after each customer transaction; F) Grand total after each deposit; G) Grand total of year-end receipts.
3. Corresponding monthly bank statement ledgers to the customer receipt deposit log or other compensation attributed to activities conducted under this permit.
4. Price advertisements.
5. Original customer reservation listings or event registration sheets.
6. A record of all financial relationships with booking agents, advertisers, subcontractors, and business affiliates connected to permitted use.
7. A record of all receipts or compensation including payments, gratuities, donations, gifts, bartering, etc., received from any source not captured in the customer receipt deposit log for activities conducted under the permit.
8. A record of all payments made by the permit holder and claimed as a deduction in the permit holder fee submission. Records consist of receipts, debit transaction logs, bank statements, or similar records.
9. W-2 records or other similar records of employment for all employees conducting activities under the permit.

L. Revenue Reporting: The permittee must submit a post-use report and any other required forms to the Authorized Officer according to the due dates shown on the permit. If the post-use report is not received by the established deadline, the permit will be suspended and/or late fees assessed. The post-use report must contain a trip-by-trip log of trip location, beginning and ending dates of each trip, number of clients, number of guides, and gross receipts for the trip. Deductions based on pre- and post- trip transportation and lodging expenses and percentage of time on public land, if being claimed, must be described in advance in the permittee's Operations Plan. Transportation and lodging deductions must be accompanied by copies of supporting receipts documenting proof of payment.

M. Resource Damage and Injury Reporting: The permittee shall notify the Authorized Officer of any incident that occurs while involved in activities authorized by this permit, which result in death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than \$2,500 (lesser amounts if established by State law). Reports should be submitted within 24 hours.

N. Insurance: If required by the Authorized Officer, the permittee shall carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents, employees, volunteers, and contractors in carrying out activities and operations under this permit. The policy shall name the "Bureau of Land Management- DOI" as additional insured. Permittee agrees to have on file with the BLM copies of the above insurance with the proper endorsements.

O. Fee Payment: The permittee must pay the required fees before the BLM will authorize your use. For installment payments when more than \$1,000 is owed, the permittee must submit a BLM promissory note, which must be signed by the Authorized Officer. For multi-year permits, final payments may be adjusted based on post-use reports. For multi-year commercial permits, excess payments will be applied toward the following years or seasons estimated fee. For permits other than multi-year commercial permits, the BLM will give the permittee the option whether to receive refunds or credit overpayments to future permits, less processing costs.

P. Equal Opportunity and Nondiscrimination

The permittee, its employees, and affiliates shall not discriminate against any person on the basis of race, color, sex, national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended.



RIGHT-OF-ENTRY PERMIT NO. 7127

Beneficiary: Schools

This Right-of-Entry Permit No. 7127 (this “**Permit**”) is between the State of Utah, through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 (“**SITLA**”), and Skydive Moab, 114 W. Aviation Way, Moab, UT 84532 (the “**Permittee**”).

1. **Key Terms.**

- a. **Permitted Property:** The Permitted Property is described on Exhibit A.
- b. **Effective Date:** September 14, 2022
- c. **Termination Date:** September 19, 2022
- d. **Authorized Activities:** Group Camping
- e. **Permitted Equipment:**
- f. **Rent:** \$400.00
- g. **Insurance Limits:**
 - i. Per occurrence: not less than \$1,000,000
 - ii. Combined limit: not less than \$3,000,000
- h. **Applicable Special Conditions:** Exhibit B, sections 3c&d, 5, 6.

2. **Grant of Right-of-Entry.** SITLA hereby grants Permittee a non-exclusive right to enter the Permitted Property for the Authorized Activities on the terms and conditions of this Permit and pursuant to Utah Administrative Code R850-41. All terms of R850-41 are incorporated into this Permit by reference.

3. **Special Conditions.** This Permit is subject to those sections of the Applicable Special Conditions that are identified in Section 1.h.. If there is a conflict between the Applicable Special Conditions and the terms of this Permit, the Applicable Special Conditions govern.

4. **Term.** This Permit begins on the Effective Date and ends on the Termination Date.

5. **Authorized Activities; Limitations.**

- a. Authorized Activities. Permittee may use the Permitted Property for the Authorized Activities and for no other purposes.
 - b. Conditions of Permit. In using the Permitted Property for the Authorized Activities, Permittee: (a) shall comply with all agency rules at Utah Administrative Code R850, and all other applicable federal, state, and local statutes, regulations, and ordinances; and (b) may not use the Permitted Property for any uses other than the Authorized Activities or those uses authorized by agency rules.
 - c. Use of Public Roads. Permittee may only use county or state roads or other routes designated as open to the public (“**Public Routes**”) by SITLA. Permittee shall promptly repair any damage done to such routes at its expense and shall leave the Public Routes in a good condition.
 - d. Permitted Equipment. Permittee may only use the Permitted Equipment on the Permitted Property. All personnel and participants shall follow the age and education requirements and equipment requirements for the Permitted Equipment, as required by applicable law and the rules established for the Authorized Activities. Permittee may only use the Permitted Equipment on Public Routes within the Permitted Property that are appropriate for the use of the Permitted Equipment, unless otherwise authorized in this Permit.
6. Existing Interests and Conflicts of Use. This Permit is issued on a non-exclusive basis. Permittee shall notify those parties with interest in the Permitted Property that are listed on Exhibit C of Permittee’s Authorized Activities. Permittee accepts this Permit subject to all such existing interests and shall coordinate its activities with such other interested parties. SITLA reserves the right to issue additional right-of-entry permits or convey other interests in the Permitted Property without compensation to Permittee.
 7. Cultural Resources. Pursuant to all applicable laws regarding cultural, archaeological, paleontological, and antiquities resources, and pursuant to Utah Administrative Code R850-60-900, upon discovery of a Site, Historic Property, Remains, Antiquities, or Critical Paleontological Resources, Permittee shall immediately cease all activities until such time as the discovery has been evaluated and treated to SITLA’s satisfaction. All Specimens are and will remain the property of the State of Utah. All capitalized terms in this Section 7 not otherwise defined in this Permit are defined in the Utah Code or in SITLA’s administrative rules at R850.
 8. Restoration and Reclamation. Permittee, at its sole expense, shall promptly repair any damage to roads, trails and/or any area of the Permitted Property that occurs during the duration of this Permit to the satisfaction of SITLA. Permittee, at its sole expense, shall reclaim any holes or other surface disturbances on the Permitted Property created by Permittee’s use of the Permitted Property.
 9. Posting of Permit. The Permittee and any persons providing services under this Permit must present or display a copy of the Permit to any authorized officers, representative, or law enforcement personnel upon request to determine the validity of the permit.
 10. Termination. Permittee may terminate this Permit on 30 days’ written notice to SITLA. Permittee is not entitled to a refund of any portion of the Rent and shall comply with all obligations under this Permit within the 30-day notice period.

11. **Covenant Against Liens.** Permittee may not suffer or permit to be enforced against any or all of the Permitted Property, any mechanic's, material men's, contractor's or subcontractor's liens arising from and any claim for damage growing out of, the work of, any construction, repair, restoration, replacement, or improvement done by or on behalf of Permittee. Permittee shall pay or cause to be paid all such liens, claims, or demands before any action is brought to enforce the same against the Permitted Property. If Permittee in good faith contests the validity of any lien, claim, or demand, then Permittee shall, at its expense, defend itself and SITLA against the same and shall pay and satisfy any adverse judgment that may be rendered. Permittee shall, at the request of SITLA, provide such security and take such steps as may be required by law to release the Property from the effect of such lien.
12. **Insurance.** Permittee, at its sole cost and expense, shall at all times during the Term maintain an insurance policy or policies insuring against all liability resulting from property damage and injury or death occurring to persons in or about the Permitted Property, with the insurance limits set forth in the Key Terms. Permittee shall maintain a current, authenticated certificate of insurance on file with SITLA. Notwithstanding the foregoing, Permittee may satisfy its insurance obligations with blanket, layered, umbrella, conventional and/or manuscript forms of the required policy or policies. The insurance policies must: (i) be in the name of the Permittee; (ii) name SITLA as an additional insured (as evidence by an endorsement); (iii) cover Permittee's assumed obligation to indemnify SITLA; and (iv) waive all rights of subrogation against SITLA. All insurance policies must be issued by a company or companies rated "A" or better by the most current edition of Best's Insurance Guide, be authorized to do business in the State of Utah, and be approved by SITLA.
13. **Inspection; Disclaimer of Warranties; Waiver of Liability.** Permittee acknowledges that it has been afforded an opportunity to inspect the Permitted Property and, based upon such inspection, hereby accepts the Permitted Property in its existing, AS-IS condition, subject to all existing hazards to person or property, whether natural or manmade, known or unknown. SITLA disclaims all representations and Warranties that the Permitted Property is safe or fit for use for the Permitted Activities. Based on such acknowledgment and acceptance and in consideration for the grant of this Permit, Permittee does hereby release and forever discharge SITLA, its directors, officers, board of trustees, employees and beneficiaries from any and all liability, claims, damages, causes of action, or expenses for any bodily injury, death, or property damage that is suffered by Permittee or any person claiming by, through, or under Permittee and that occurs in connection with the use of the Permitted Property.
14. **Assumption of Liability; Indemnification.** Permittee assumes all liability for and shall indemnify, defend, and hold harmless SITLA, its directors, officers, board of trustees, employees, and beneficiaries from and against any and all claims, losses and liability, including without limitation attorney's fees and fire suppression activities, of any nature imposed upon, incurred by, or asserted against such parties that relates to or arises out of the activity of Permittee, its employees, agents, sublessees, assignees, or invitees, or any other person participating in the Authorized Activities pursuant to this Permit, including noncompliance with any of its terms.
15. **Bonding Provisions.** Prior to the issuance of this Permit or at any time during the Term, on 15 days' written notice, SITLA may require the applicant or Permittee to post a bond with SITLA in the form and amount approved or determined by SITLA to assure compliance with all terms and conditions of the Permit.

16. **Miscellaneous.**

- a. **Notice.** The parties shall send all notices given pursuant to this Permit to the other party in writing and by United States mail, postage prepaid, certified or registered, and sent to the address set forth in the introductory paragraph or to any other address as either party designates by written notice to the other.
- b. **Assignments.** Permittee may not assign this Permit without prior written approval of SITLA. Any attempted assignment without SITLA's prior written approval is void and unenforceable.
- c. **Survival.** All obligations of Permittee survive termination and continue until satisfied in full.
- d. **Compliance with Existing Laws.** Permittee, in exercising the privileges granted by this Permit, shall comply with the provisions of all valid federal, state, county, and municipal laws, ordinances, and regulations that are applicable to the Permittee, Permitted Property, the Authorized Activities, and all operations covered by this Permit. SITLA reserves the right to inspect the Permitted Property at any time to verify compliance with the terms of this Permit as well as all applicable laws, rules, and regulations.
- e. **Continued Regulation by SITLA.** The rights granted to Permittee under this Permit are subject to the continued regulation by SITLA. Permittee shall comply with Title 53C of the Utah Code and the Utah Administrative Code R850 rules as they exist at the Commencement Date and as they are amended.
- f. **Amendments or Modifications.** If Permittee desires to change any of the terms of the Permit, Permittee shall apply for an amendment following the same procedure as is used to apply for a new right-of-entry. A modification of this Permit is only binding if evidenced in writing and signed by each party.
- g. **Permittee Liable for Actions of Representatives.** Whenever this Permit imposes obligations or liabilities on Permittee, those obligations and liabilities apply to actions or inactions of Permittee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionaires. Permittee hereby assumes all liability arising from the actions or inactions of Permittee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionaires on the Permitted Property or pursuant to this Permit.
- h. **Utah Law Applies, Successors and Assigns.** The laws of the State of Utah govern this Permit. The terms and conditions of this Permit inure to and are binding on all successors and assigns of Permittee.
- i. **Counterparts and Electronic Signatures.** The parties may execute this Permit in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this Permit by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this Permit, as amended, has the same legal effect and/or enforceability as a paper version as per Utah Code Ann. § 46-4-201.

The parties execute this Permit as of the Effective Date.

**STATE OF UTAH,
SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION**

**Skydive Moab
114 W. Aviation Way
Moab, UT 84532**



(signature)

Tamra Colyar

(print name)

Office Specialist

(title)

(signature)

(print name)

(title)

Template approved by legal on 3/3/2021

Exhibit A
Description of Permitted Property

Township 24S, Range 20E, SLB&M
Section 6: Within

Exhibit B
Special Conditions

Only those provisions identified in Section 1.h of the Permit apply.

1. **Events with Participants.**

- a. **Waiver Signed by Participants.** Permittee shall require all participants in the Authorized Activities, including, without limitation, event participants, spectators, and personnel, to execute fully-signed waivers, a form of which is attached as Appendix A to this Exhibit B, prior to participating in the Authorized Activities. Permittee may use a different form of waiver, but such waivers must be approved by SITLA and require the participants to release “The State of Utah, School and Institutional Trust Lands Administration, and its directors, officers, board of trustees, employees and beneficiaries” from any and all liability, claims, damages, causes of action, or expenses for any bodily injury death, or property damage suffered by the participant. Permittee shall keep the waivers on file and produce them to SITLA upon request.
- b. **Post Permit.** The Permittee shall post a copy of this Permit in prominent view where all participants and public may view it (e.g., at the start of an event, staging area, in a commercial outfitters office or on their website, etc.).

2. **Reconciliation Payment; Calculation.**

- a. **Reconciliation Payment Required.** Within 30 days of the Termination Date, Permittee shall pay SITLA a “Reconciliation Payment” equal to the greater of: (1) 3% of the gross receipts collected by Permittee for the Authorized Activities multiplied by the percentage of land used in the Authorized Activities that is trust land; and (2) \$5.00 per participant per day in which Permittee used the Permitted Property for the Authorized Activities. Permittee may credit the Rent toward the Reconciliation Payment.
- b. **Records; Payment of Reconciliation Payment.** Permittee shall maintain all records relevant to calculation of the Reconciliation Payment, including: (i) receipts and invoices of amounts paid by participants, (ii) documentation showing those portions of the Permitted Property used for the Authorized Activities; (iii) a breakdown of the percentage of land used for the Authorized Activities that constitutes trust land. Permittee shall produce such records to SITLA within 15 days of the Termination Date. SITLA may inspect the books and records of Permittee for the purpose of verifying the accuracy of the Reconciliation Payment.

3. **Cultural, Archeological, Paleontological, and Antiquities Resources.** The parties hereby delete Section 7 in its entirety and replace it with the following:

- a. **Survey Required.** Prior to commencing any surface disturbing activity, Permittee shall, at its own cost and expense, complete a Cultural Resources Survey prepared by an approved archaeologist in accordance with applicable laws and regulations, and obtain SITLA’s prior consent.
- b. **SITLA’s Consent to Activities.** Permittee shall provide all Cultural Resource compliance materials to SITLA prior to commencing the surface-disturbing activity. SITLA will

review all such materials and may withhold or condition its consent to surface-disturbing activities if such activities would result in impacts to Cultural Resources.

- c. Discovery of Site. On discovery of a Site, Historic Property, Remains, Antiquities, or Critical Paleontological Resource, Permittee shall immediately cease all activities until such time as the discovery has been evaluated and treated to SITLA's satisfaction.
- d. Property of State. All Specimens are and will remain the property of the State of Utah.

4. **Large Camping/Therapy Groups**

- a. Human or Animal Waste. Permittee may not leave human or animal fecal matter on the Permitted Property or any other trust lands. Permittee shall use WAG BAGs or port-a-potty systems to ensure fecal matter is appropriately contained and removed from trust lands.
- b. Water Protection. Permittee may not camp within one-half mile from any water source. Permittee may not permit bathing, washing, or cleaning of any kind within 300 yards from any water source.
- c. Fires. Permittee may only have fires on the Permitted Property if permitted by local, state or federal authorities and only if the fires are built and kept in a fire pan at least six inches off the ground. Permittee may leave ash and coals, completely cooled down, on the Permitted Property if the ash and coals are crushed, sifted, scattered so that there is no visual evidence of the fire. Permittee may only use dead wood lying on the ground as fuel or fires.
- d. Campsite Rotation; Location Monitoring. Permittee shall rotate campsites on the Permitted Property to protect each campsite from overuse. Permittee shall supply SITLA with a copy of its itinerary and expected GPS coordinates of each campsite located on the Permitted Property before conducting the Authorized Activities. Permittee shall provide SITLA the actual GPS coordinates of the location of each campsite located on the Permitted Property to ensure proper land use and campsite rotation.

5. **Insurance.** The parties hereby delete Section 12 in its entirety and replace it with the following:

- a. Liability Insurance. Permittee, at its sole cost and expense, shall at all times during the Term maintain in force an insurance policy or policies that name SITLA and Permittee as insureds against all liability resulting from property damage, injury or death occurring to persons in or about the Permitted Property, with limits for each occurrence of not less than \$2,500,000, combined single limit, with respect to personal injury, death, and property damage. Permittee shall provide SITLA, without necessity of demand, a certificate of insurance.
- b. Other Insurance. Permittee, at its sole cost and expense, shall at all times during the Term maintain and keep in force:
 - i. workmen's compensation insurance on its employees, if any, required under the applicable workmen's compensation laws of the State of Utah; and

- ii. such other and additional insurance policies as a prudent permittee in the position of Permittee would maintain consistent with industry standards for Permittee's business, or as required by law.
 - c. Policy Requirements. All insurance policies held by Permittee must:
 - i. be issued by a company rated "A" or better by the then most current edition of Best's Insurance Guide (or if such guide is no longer published, then having a comparable rating as specified by SITLA), responsible and authorized to do business in the State of Utah, and approved by SITLA;
 - ii. waive the insurance company's rights of subrogation against the State of Utah;
 - iii. name the State of Utah as an additional insured;
 - iv. provide for specific coverage of Permittee's assumed obligation to indemnify the State of Utah; and
 - v. ensure the name of the insured on the insurance policy is the same as the name of Permittee.
 - d. Notice of Change. Permittee shall notify SITLA at least 30 days prior to the termination or modification of any insurance policies.
6. Leave No Trace. Permittee shall keep the Permitted Property in pristine condition and ensure that all activities conform to the *Leave No Trace Seven Principles*:
 - Plan ahead and Prepare
 - Travel and camp on durable surfaces
 - Dispose of waste properly
 - Leave what you find
 - Minimize campfire impacts
 - Respect wildlife
 - Be considerate of other visitors

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