

**AGREEMENT FOR AIR SERVICES
BY AND BETWEEN
GRAND COUNTY, UTAH
AND
CORPORATE FLIGHT MANAGEMENT, INC. D/B/A CONTOUR AIRLINES**

This Agreement for Air Services (this “Agreement”) is made and entered into as of the 1st day of February, 2024 (the “Effective Date”) by and between Corporate Flight Management Inc. d/b/a Contour Airlines, a Tennessee corporation with its principal office at 808 Blue Angel Way, Smyrna, Tennessee 37167 (“Contour”), and Grand County, a political subdivision of the State of Utah with its principal administrative office at 125 East Center St., Moab, Utah, 84532 (the “County”).

Recitals

WHEREAS, the County is the owner and operator of the Canyonlands Regional Airport with its principal administrative airport office at 110 W Aviation Way, Moab, UT 84532 (“Airport” or “CNY”); and

WHEREAS, the County, under Docket Number DOT-OST-1997-2827 and Order 2023-10-1 (“Order”) and pursuant to 49 U.S.C. § 41745(a), has been awarded a grant by the U.S. Department of Transportation (“DOT”) in a total amount not to exceed \$17,672,088 under DOT’s Alternate Essential Air Service Program (“Grant”), which the County will use to fund passenger air service at CNY; and

WHEREAS, Contour is a licensed direct air carrier under 14 C.F.R. Parts 119, 135, and 298, and holds all licenses, certificates, and permits from applicable governmental authorities for the conduct of its business as a direct air carrier; and

WHEREAS, The County elected to opt out of the traditional Essential Air Service process and instead provided a proposal to DOT naming Contour as the air carrier to provide Alternate Essential Air Service (“AEAS”) at CNY as permitted by 49 U.S.C. § 41745(a) as well as DOT’s Order dated July 27, 2004 establishing AEAS (Docket Number DOT-OST-2004-18715). DOT accepted the County’s AEAS election and its selection of Contour. By and through Order 2023-10-1 (Docket Number DOT-OST-1997-2827), DOT awarded the Grant as proposed by the County, with all AEAS flights to be conducted in accordance with 14 C.F.R. Pt. 380, subject to the terms and conditions of the Order and Grant.

WHEREAS, the County and Contour have entered into a Passenger Airline Operating and Terminal Lease Agreement dated February 1, 2024, which permits Contour to use the Airport’s facilities in connection with providing the AEAS (“Related Agreement”); and

WHEREAS, the parties hereto desire to enter into this Agreement to define the terms and conditions under which Contour agrees to provide AEAS under 14 C.F.R. Pt. 380, and the County agrees to pay Contour for said services through and subject to the Grant in order to guarantee Contour a minimum revenue for the AEAS.

NOW THEREFORE, in consideration for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree, as follows:

1. Incorporation of Recitals and Attachments. The Recitals stated above and the Attachments hereto are integral parts of this Agreement and are incorporated herein as if restated in their full text.
2. Term. This Agreement shall commence on the Effective Date, and unless sooner terminated in a manner expressly provided for herein, shall remain in full force and effect for a period of thirty-two (32) months, through and including September 30, 2026.
3. Scope of Services. Contour shall provide the AEAS as further detailed in Attachment A hereto, with a published timetable that supports a first flight date on February 1, 2024. The actual start of the AEAS is subject to the satisfaction of all applicable provisions of this Agreement and of the Related Agreement as well as the issuance of an approved 14 C.F.R. Pt. 380 Public Charter Prospectus (“Prospectus”) by DOT.

Contour shall not be required to perform under this Agreement until the County and DOT have executed an agreement for DOT’s Grant award (“Grant Agreement”) under the AEAS program.

The County warrants and represents that it will take all steps necessary to have the Airport “Federalized” as that term is used by the Transportation Security Administration (“TSA”) and to have all equipment and personnel (whether provided by the TSA or otherwise) in place and ready to screen passengers and baggage by February 1, 2024. The parties acknowledge and agree that Contour is not obligated to perform under this Agreement unless TSA screening is in place at CNY.

In addition, the parties understand and agree that no press releases, other media coverage (including, but not limited to, announcements on either party’s web site), marketing, or other public discussion of the start date or other specifics of the AEAS until Contour has obtained an approved Prospectus from the DOT.

Contour reserves the right to make all operational, ticket pricing, and ticket distribution decisions regarding the AEAS.

4. Compensation for Services.

In accordance with the terms and conditions set forth in the Grant Agreement between County and DOT, County agrees to pay, and Contour agrees to accept, Flight Segment Fees described in Attachment A hereto for each completed Flight Segment along with the payment of certain specific fixed line item expenses related to Non-Completed Flights (“Compensation for Services”).

Except as otherwise permitted by DOT, County and Contour agree that planned Flight Segments that are cancelled in advance (prior to take off) may not be compensable for reasons including, but not limited to: temporary flight restrictions, no booked passengers in an outbound and corresponding return Flight Segments (as noted in Attachment A), mechanical issues, ATC issues, and crew shortages/issues (each a “Non-Completed Flight Segments”). As stated in the Grant, DOT will consider reimbursement of certain specific fixed, line-item expenses relating to Non-Completed Flight Segments under this Agreement (e.g. for fixed line item expenses related to Non-Completed Flight Segments arising due to airfield construction that leads to an extended closure of runway(s)). Such reimbursements must be directly related to fixed auditable expenses incurred by Contour despite the Flight Segments being cancelled. Per the Grant, such reimbursements must be paid to Contour prior to being considered for reimbursement by DOT. The total of such reimbursements for Non-Completed Flight Segment fixed, auditable expenses will not exceed the applicable limit stated in Attachment A for any month during the Term.

Contour will retain all revenue it earns from ticket sales and fees collected under this Agreement.

5. Invoicing and Payment.

A. Not later than the fifth (5th) business day of each calendar month, Contour will invoice the County for the Compensation for Services performed for the prior calendar month.

B. Within thirty (30) days of County’s receipt of said monthly invoice from Contour, the County will submit the Compensation for Services to Contour via ACH payment as provided in Contour’s vendor documentation to County, in accordance with and subject to the Grant Agreement, DOT’s rules and regulations, as well as applicable state and federal law.

C. Subject to Section 4 of this Agreement, the obligations of the County, its agents and employees under this Section 5 will survive the expiration or termination of this Agreement.

6. Laws, Ordinances, and Regulations. Contour agrees that in its performance under this Agreement and the Related Agreement, it will comply with all present and future valid laws, ordinances, rules, and regulations of the Federal Government, State of Utah, Grand County, the Airport (as its rules and policies are reasonably adopted), and agencies thereof relating to the subject matter of this Agreement and the Related Agreement. Contour will not engage and will not knowingly allow third parties illegal or unsafe conduct under this Agreement or the Related Agreement. Contour will ensure that it, and any party with which it contracts, will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of the Grant funds under this Agreement and its performance under the Related Agreement including but not limited to the following, as each may be amended in the future:

Federal Legislation:

- Fair Labor Standards Act of 1938 – 29 U.S.C. § 201, *et seq.*
- Hatch Act – 5 U.S.C. § 1501, *et seq.*
- National Historic Preservation Act of 1966 – Section 106 – 16 U.S.C. § 470(f).
- Archeological and Historic Preservation Act of 1974 – 16 U.S.C. §§ 469 through 469c.
- Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, *et seq.*
- Clean Air Act – P.L. 90-148, *as amended.*
- Coastal Zone Management Act – P.L. 93-205, *as amended.*
- Flood Disaster Protection Act of 1973 – Section 102(a) – 42 U.S.C. § 4001, *et seq.*
- American Indian Religious Freedom Act – P.L. 95-341, *as amended.*
- Architectural Barriers Act of 1968 – 42 U.S.C. § 4151, *et seq.*
- Power Plant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.
- Contract Work Hours and Safety Standards Act – P.L. 87-581, 76 Stat. 357 (previously referred to as 40 U.S.C. § 327, *et seq.*).
- Copeland Anti-kickback Act – 18 U.S.C. § 874.
- National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, *et seq.* (consisting of P.L. 90-542 and amendments thereto).
- Wild and Scenic Rivers Act – 16 U.S.C. § 1271, *et seq.*
- Single Audit Act of 1984 – 31 U.S.C. § 7501, *et seq.*

Executive Orders:

- Executive Order 11246 – Equal Employment Opportunity.
- Executive Order 11990 – Protection of Wetlands.
- Executive Order 11998 – Floodplain Management.
- Executive Order 12372 – Intergovernmental Review of Federal Programs.

Federal Regulations:

- 14 C.F.R. Pt. 13 – Investigative and Enforcement Procedures.
- 14 C.F.R. Pt. 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- 29 C.F.R. Pt. 1 – Procedures for predetermination of wage rates.
- 29 C.F.R. Pt. 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- 29 C.F.R. Pt. 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- 41 C.F.R. Pt. 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).
- 49 C.F.R. Pt. 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments

- 49 C.F.R. Pt. 23 – Participation by Disadvantaged Business Enterprise in Airport Concessions.
- 49 C.F.R. Pt. 24 – Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.
- 49 C.F.R. Pt. 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- 49 C.F.R. Pt. 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

As further assurances of its compliance with all applicable laws and rules, Contour will execute the Certification Regarding Influencing Activities in Attachment B hereto and the Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions in Attachment C hereto.

Contour will incorporate all required certifications in each second-tier subcontract and other vendor agreements in accordance with applicable law, regulation, or policy.

7. Compliance with DOT Order. Contour and County agree to comply with their respective responsibilities and duties as set forth and implied in the DOT Order. Contour and County further agree to provide each other with written notice upon learning or obtaining information issued formally by the DOT indicating or confirming non-compliance with any and all of the following requirements as further explained under “Eligibility Discussion” of the DOT Order:
 - Average subsidy per passenger of less than \$1,000 during the most recent fiscal year, as determined by the DOT Secretary.
8. Monthly Activity Reports. Contour shall provide to the County a monthly report of (i) number of flights scheduled; (ii) number of flights completed; (iii) number of revenue passengers carried (enplanements and deplanements); (iv) number of cancelled flights and the reason for cancellation; and (v) total revenue. Contour’s passenger reservation and departure control systems will be Contour’s sole source of passenger and revenue information for this report, as well as any other passenger-related reports issued by Contour under or as a result of this Agreement or the Related Agreement. Contour’s flight scheduling and dispatching system will be Contour’s sole source of flight operation information for any reports submitted to the County by Contour under or as a result of this Agreement or the Related Agreement.
9. Related Agreement. Contour’s performance under this Agreement is subject to the negotiation, execution, and ratification of the Related Agreement. The commencement of AEAS under this Agreement is predicated upon the fulfillment of each party’s pre-operational obligations under the Related Agreement, if any. The commencement of AEAS under this Agreement is also predicated upon TSA’s completing all steps to staff and equip CNY to screen passengers and bags on or before February 1, 2024.
10. Termination. This Agreement may be terminated upon fifteen (15) days’ written notice to the other party (unless otherwise specified below) upon the happening of any of the following events:

A. By either party:

- i. Immediately, upon delivery of written notice by either party to the other, in the event that the Grant is terminated, revoked, or if DOT or the Federal Government fails or refuses to continue funding the Grant;
- ii. Upon the termination of the Related Agreement; or
- iii. In the event that the other party is in breach or default under any provision of this Agreement and such other party does not cure such breach or default within thirty (30) days after the non-breaching or non-defaulting party gives written notice to the other party specifying the breach or default.

B. By Contour:

- i. If Contour is unable to obtain the governmental or other approvals necessary to commence or conduct the AEAS;
- ii. If Contour and the County have not executed the Related Agreement to become effective on or before February 1, 2024;
- iii. If the County has not executed the Grant Agreement on or before February 1, 2024;
- iv. If County fails to make any payment when due and does not make such payment within ten (10) days after written notice or demand thereof.
- v. In the event of a forced or voluntary grounding of one or more of Contour's aircraft types that lasts for more than ten (10) days; or
- vi. Upon written notice to City in the event that Contour's average cost of fuel on the Route identified in Attachment A hereto (or any revised Route to which the parties agree) exceeds Four and 50/100 Dollars (\$4.50) per gallon for Thirty (30) consecutive days.

C. By the County:

- i. If any governmental, FAA, or other air carrier fitness approvals necessary for Contour to commence or continue the AEAS are revoked or expire without being renewed and such circumstance is not cured within thirty (30) days after County's written notice to Contour;
- ii. If TSA fails or refuses to Federalize the Airport or revokes the Airport's Federalized status and such failure, refusal or revocation is not cured or rescinded within ninety (90) days;
- iii. If the County, in spite of its best efforts, does not receive the applicable portions of the Grant funds for any sixty (60) day period;
- iv. In the event of any act or omission by Contour which violates, or causes County to be violation of, any of County's FAA grant assurances, or the terms of any state or federal grant funding program in which the Airport participates; or
- v. Upon written notice to Contour in the event that Contour fails or refuses to provide passenger air service at the Airport pursuant to this Agreement for more than five (5) consecutive calendar days, and the reason for such failure or refusal is within Contour's reasonable control.

11. Remedies Upon Termination.

- A. A termination pursuant to Sections 10(A)(ii) and 10(A)(iv) shall not limit the non-breaching or non-defaulting party's right to pursue or enforce any of its rights under this Agreement or otherwise.
- B. Any termination or expiration of this Agreement shall not affect the County's obligation to pay Contour all amounts owing to Contour as of the effective date of such expiration or termination for performance completed through such date.
- C. In the event of any termination or expiration of this Agreement for any reason, the County shall pay all amounts owed to Contour as of the effective date of expiration or termination, in accordance with the provisions of this Agreement.
- D. In the event of any termination of this Agreement (except under Sections 10(A)(i) or 10(C)(iii) hereof) or the Related Agreement by the County occurring prior to the end of the Term of this Agreement, if the County notifies DOT that it intends to continue to maintain its link to the national air transportation system through AEAS by finding a new air carrier to provide the service described herein for the remainder of this Grant's Term or to re-enter the traditional Essential Air Service program, then such termination of this Agreement will be suspended and Contour, the County, and the Airport will continue to perform under this Agreement and the Related Agreement while the County or the DOT secures replacement air service ("Hold In"). Hold In will continue from the effective date of the County's termination through the earlier of: (i) the end of the Term; (ii) the date immediately preceding the day on which the new air carrier commences service; or (iii) such other date as the parties may mutually agree in writing. In no event will Hold In continue past September 30, 2024 unless the DOT and the County extend the term and the funding of the Grant and Contour and the County enter into corresponding extensions of the Term of this Agreement and the Related Agreement.

12. Confidential Information.

- A. To the extent allowed by federal and Utah law, all parties agree to hold in strict confidence all confidential and proprietary information, either designated as such by the party disclosing the information (the "Disclosing Party") to the other party (the "Receiving Party") or under reasonable circumstances to be considered as confidential information, whether in written, oral or other form, which it received from the Disclosing Party prior to, or in the course of, this Agreement (collectively, "Confidential Information"). Each party further agrees to use the Confidential Information solely to perform or to exercise its rights under this Agreement, and at a minimum to take all measures necessary to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in any case no less than reasonable measures). Confidential Information includes, without limitation, (i) the terms of this Agreement, and (ii) flight and accommodations booking information related to the AEAS.

- B. To the extent allowed by federal and Utah law, all parties agree that they will not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, (i) except when required to do so by law or by a court of competent jurisdiction; (ii) except to attorneys, accountants, air service consultants under contract to Receiving Party, or lending institutions of either party which have been informed of the confidential nature of such information; or (iii) unless such provisions are publicly known through no disclosure that is prohibited hereunder.
 - C. Any party may disclose another party's Confidential Information in response to law, regulation, or a valid court order or other governmental action, provided that (a) if it can be done in compliance with the law or order, the Disclosing Party is notified in writing prior to disclosure of the information, and (b) to the extent it can be accomplished in compliance with the law or order, the Receiving Party assists the Disclosing Party, at the Disclosing Party's expense, in any attempt by the other to limit or prevent the disclosure of the Confidential Information.
 - D. Notwithstanding any other terms in this Agreement, Contour acknowledges that the County is a public entity, and is subject to the requirements of all applicable open meetings and open records laws, and agrees that it shall not be a violation of or default under any terms of this Agreement for the County to disclose records, materials, or information of any nature or kind, including confidential, trade secret, or proprietary information, in any form, where such disclosure is authorized or required under any such open meetings or open records law.
13. Advertising and Promotion. The parties agree that all advertising and promotion for the AEAS will strictly adhere to all applicable laws, as well as all applicable rules, regulations, and interpretations of the Federal Aviation Administration and the DOT.
14. Fares and Inventory Management. Contour shall at all times have the right and discretion to determine air fares and to determine seat inventory based on the Gauge of Service, as defined in Attachment A hereto, provided by Contour during the Term.
15. Governing Law. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Utah without regard to any conflict of law rules. Venue for any and all disputes arising out of this agreement shall lie exclusively in the State Courts of Grand County, Utah, to the extent such disputes fall within the subject matter jurisdiction of said courts. In the event of any dispute required under the law to be brought in federal court, and for which County is not immune from suit under the Eleventh Amendment of the United States Constitution, then exclusive venue shall lie in the United States District Court for the District of Utah. Notwithstanding the foregoing, nothing herein shall be construed as waiving any immunity held by County under the Eleventh Amendment of the United States Constitution.
16. Force Majeure. Except as otherwise expressly provided in this Agreement, neither party shall be liable for performance hereunder to the extent such performance is prevented or delayed as a result of acts of God, severe weather, natural disaster, earthquake, fire, war, military action, terrorist action, labor disputes, or any court order or action of any governmental, administrative

or judicial entity or by any other reason or circumstance, similar or dissimilar, beyond the reasonable control of such party; provided, however, such party shall (a) provide the other party with prompt written notice thereof, and (b) resume performance under the Agreement within fourteen (14) calendar days of the first nonperformance. If either of the parties is unable to perform under the Agreement within fourteen (14) days of the first non-performance under this Section 16, then either party may terminate this Agreement upon written notice to the other.

17. Indemnification. Contour agrees to indemnify, defend, and hold harmless the County and the Airport and their respective elected officials, officers, directors, employees and agents (the "County Indemnified Parties") from and against any and all Claims arising out of or in connection with, or related to (i) the willful misconduct or negligent acts, errors or omissions of Contour as the case may be, their subcontractors, affiliates, agents, or any person directly or indirectly employed by Contour while engaged in any activity associated with or related to Contour's performance under this Agreement; and (ii) Contour's breach of its obligations under this Agreement.

The rights and obligations of the parties under this Section 17 shall survive any termination or expiration of this Agreement.

18. Waiver of Consequential Damages. No party shall be liable to any other for any special, incidental or consequential damages or lost profits arising out of this Agreement, even if such party had been advised of the possibility of such damages.
19. Insurance. At all times during the term of this Agreement, Contour shall carry and maintain, at its sole cost and expense, the insurance coverage as expressly set forth in the Related Agreement.
20. Assignment. No party may assign this Agreement or any interest herein without obtaining the prior written consent of the other party.
21. Entire Agreement and Modifications. This Agreement and the Related Agreement embody the entire agreement and understanding of the parties and, as of its Effective Date, terminates and supersedes all prior or contemporaneous agreements and understandings, whether written or oral, between the parties covering the subject matter hereof, except the Related Agreement. The provisions of this Agreement shall govern all services to be provided hereunder by the parties, and no addition, amendment, waiver, or modification of (or execution of any document contrary to) these provisions shall be effective unless signed by a duly authorized representative of each party. The Attachments to this Agreement are integral parts of the Agreement and are incorporated herein by reference as if fully restated herein.
22. Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable or illegal, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal and unenforceable provision had never been

contained herein with the remainder of this Agreement being enforced to the fullest extent possible.

23. Relationship of the Parties. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties or constitute any party to be the agent of the other party for any purpose. No party shall have any authority to act for or bind the other party in any way, or to represent that it has such authority.
24. Notices. Any notice required to be given by any party to any other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, sent by overnight delivery or sent by registered or certified mail, return receipt requested, addressed to the other party at the following address, and shall be deemed to have been given on the day so delivered, transmitted or mailed:

To Contour:

Corporate Flight Management, Inc. d/b/a Contour Airlines
808 Blue Angel Way
Smyrna, Tennessee 37167
Attention: Matt Chaifetz, CEO

To the County and the Airport:

Canyonlands Regional Airport
125 E Center St
Moab, Utah 84532
Attention: Tammy Howland, Airport Director

Either party to this Agreement has the right to change their representative or address for notice to any other location or individuals by giving at least five (5) business days' prior written notice to the other party in the manner set forth above.

25. Headings/Construction. The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement. The terms and conditions of this Agreement will be interpreted in accordance with their plain meaning and not for or against any presumed drafting party.
26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. There is no intent to benefit any third parties.
27. Further Assurances. Each of the parties shall do and perform, at such party's expense, such further acts and execute and deliver such further instruments and documents as may be required by applicable law or as may be reasonably requested by the other party to effectuate the purposes of this Agreement.
28. No Waiver. No waiver of a breach of any provision of this Agreement by any party shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no

waiver shall be effective unless made in writing and signed by a duly authorized representative of the waiving party. Except as expressly set forth herein, no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

29. No Remedy Exclusive. Except as expressly set forth herein, no remedy herein conferred upon or reserved to a party herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. In order to entitle a party to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.
30. Expenses. Unless otherwise specified in this Agreement, each party to this Agreement agrees to be responsible for its own costs, expenses, and charges (including, without limitation, legal fees, advisory fees, and accounting fees) in connection with the preparation of this Agreement and the transactions contemplated hereunder.
31. Counterparts and Reproductions. This Agreement may be executed in one or more counterparts (including electronic counterparts), each of which shall be deemed an original but all of which together will constitute one and the same instrument. The Agreement shall be deemed fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart may contain all of the signatures of all the Parties to this Agreement. For all purposes, any digital, photocopy, facsimile, or electronic reproduction of any original signature on this document shall be as valid as any original signature; and any digital, photocopy, facsimile, or electronic reproduction of this executed Agreement shall be as valid as any original Agreement. Electronic signatures shall have the same force and effect as manual signatures for all purposes.
32. Conflicts. In the event of any conflict between this Agreement and the Related Agreement, the language, terms, and conditions of the Related Agreement will govern. In the event of a conflict between this Agreement or the Related Agreement and the Grant, the language, terms, and conditions of the Grant will govern.
33. Federal Aviation Act. Nothing contained in this Agreement or the Related Agreement shall be construed to grant or authorize the granting of any exclusive right prohibited under the Federal Aviation Act of 1958, as amended.
34. Subordination. This Agreement shall in all ways be subordinate to, subject to, and superseded by any grant agreements or grant assurances between the County and the Federal Aviation Administration, the U.S. Department of Transportation, and the terms of any state or federal grant funding program.

35. Federal Grants, Non-Discrimination, and Handicapped Access.

- a. This Agreement shall be subordinate to the provisions of the Grant Agreement, , including the Grant Assurances attached thereto concerning Non-Discrimination in Federally-Assisted Programs and Activities Receiving or Benefiting from Federal Financial Assistance. As required by such provisions, Appendices A and E of the Grant Assurances are attached hereto as Attachment D and incorporated herein by reference as applicable.
- b. Subject to Federal Grants in General. This Agreement shall be subordinate to the provisions of any existing and future agreements and grant assurances between County and the United States of America, its boards, agencies, or commissions, relative to the subject matter of this Agreement and, as set forth in the Related Agreement, the operation or maintenance of the Airport, the execution of which has been, or will be, required as a condition to the expenditure of Federal funds for the subject matter of this Agreement or for the development of the Airport. In the event of any conflict between this Agreement and any current or future agreement between the County and the United States government, or any agency or instrumentality thereof, the latter shall control. Contour shall reasonably abide by requirements of such agreements, and shall consent to amendments and modifications of this Agreement if required by such agreement, or if required by applicable federal law, including without limitation directives of the FAA. The term “Premises” as used in this Agreement has the meaning assigned to it in the Related Agreement.
- c. Non-Discrimination. Contour, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, national origin, religion, disability, sex or age shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination in the use of said facilities or the AEAS; (2) in the construction of any improvements on, over or under the Premises under the Related Agreement and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion disability, sex or age shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination; and (3) Contour shall provide AEAS in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above non-discrimination covenants, as set forth in the Related Agreement, County shall have the right to terminate this Agreement and to re-enter and repossess Contour’s Premises and the facilities thereon, and hold the same as if this Agreement and the Related Agreement had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of

Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

- d. Handicapped Accessibility Standards. As set forth in the Related Agreement, the County shall be responsible for maintaining the Airport Terminal in a manner which complies with the requirements concerning facilities of 14 C.F.R. Part 382 (“Nondiscrimination on the Basis of Handicap in Air Travel”), and other relevant Federal, State, and local laws. In the event that the County incurs costs to make real property improvements or to acquire equipment in order to comply with such requirements during the Term of this Agreement, County will adjust the relevant charges and fees to recover the cost of such improvements or equipment over the course of their useful life in accordance with the Related Agreement.
- e. Affirmative Action. Contour assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Contour assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Contour assures that it will require that its covered suborganizations provide assurances to Contour that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.
- f. Participation by Disadvantaged Business Enterprises. This Agreement is subject to the requirements of the United States Department of Transportation’s regulations, 49 C.F.R. Part 26, entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” Contour and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contour shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts, including this Agreement and Contour’s contracts with its contractors under this Agreement. Failure by the Contour to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying Contour from future bidding as non-responsible.

Contour shall include the preceding statements of this Section in contracts with its contractors under this Agreement that are covered by 49 C.F.R. Part 26, and shall require that its contractors similarly include these statements in their subcontracts.

- 36. FAA Approval. This Agreement may be subject to the approval of the Federal Aviation Administration (“FAA”). If the FAA ever disapproves of this Agreement, then either party may terminate this Agreement immediately by providing written notice to the other party.
- 37. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.
- 38. Execution Powers. The undersigned officials are authorized to execute this Agreement on behalf of the parties, and hereby confirm that such execution has been authorized by resolution or motion of the governing authority of the respective party.
- 39. Time is of the Essence. Time is of the essence with regard to performance of any acts under this Agreement, unless the parties agree otherwise in writing.
- 40. Amendments to Law. The parties hereby acknowledge that all laws, regulations, policies, guidelines, executive orders, and other publications of the United States government, the State of Utah, and their respective departments and agencies are subject to administrative or legislative amendment. To the extent that any such laws, regulations, guidelines, executive orders, or other publications cited herein are expressly, or by necessary implication, amended, superseded, or repealed, the citation thereto in this Agreement shall be construed as referring to the most current or up-to-date version thereof, if any, that remains in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

ATTEST: DocuSigned by:
Matthew Chaifetz
BA421FB6AA8449A... 1/30/2024
 Matthew Chaifetz, CEO DATE
 Corporate Flight Management, Inc. d/b/a Contour Airlines

ATTEST: DocuSigned by:
Jacques Hadler
3493D68E7464436... 1/31/2024
 Jacques Hadler, Grand County Commission Chair DATE

ATTEST: DocuSigned by:
Gabe Woytek
69BE246FD1434C6... 1/31/2024
 Gabriel Woytek, County Clerk DATE

**Attachment A to the Agreement for Air Services
By and Between
Grand County, Utah
and
Corporate Flight Management, Inc. d/b/a Contour Airlines**

Route: Canyonlands Regional Airport (CNY) – Phoenix Sky Harbor International Airport (PHX) – Canyonlands Regional Airport (CNY)

Flight Segment: Means either a one-way flight between CNY and PHX or a one-way flight between PHX and CNY

Flight Segment Fees: (A) For the period beginning February 1, 2024, and ending January 31 2025 (“Service Period 1”), Five Thousand Two Hundred Thirty-Three Dollars (\$5,233.00 USD);

(B) For the period beginning February 1, 2025 and ending January 31, 2026 (“Service Period 2”), Five Thousand Four Hundred Forty-Three and 00/100 Dollars (\$5,443.00 USD); and

(C) For the period beginning February 1, 2026 and ending September 30, 2026 (“Service Period 3”), Five Thousand Six Hundred Sixty and 00/100 Dollars (\$5,660.00 USD).

Maximum Subsidies: (A) Service Period 1, Six Million Four Hundred Thousand Four Hundred Fifty-Seven and 00/100 Dollars (\$6,400,457.00 USD);

(B) For Service Period 2, Six Million Six Hundred Fifty Six Thousand Four Hundred Seventy-Five and 00/100 Dollars (\$6,656,475.00 USD);

(C) For Service Period 3, Four Million Six Hundred Fifteen Thousand One Hundred Fifty-Six and 00/100 Dollars (\$4,615,156.00 USD); and

(D) For the Term, Seventeen Million Six Hundred Seventy Two Thousand Eighty-Eight and 00/100 Dollars (\$17,672,088.00 USD).

Non-Completed Flight Segments:

(A) For any single month in Service Period 1, the reimbursement of fixed, auditable expenses relating to Non-Completed Flight Segments will not exceed Five Hundred Thirty Three Thousand Three Hundred Seventy-One and 00/100 Dollars (\$533,371.00 USD)

(B) For any single month in Service Period 2, the reimbursement of fixed, auditable expenses relating to Non-Completed Flight Segments will not exceed Five Hundred Fifty Four Thousand Seven Hundred Six and 00/100 Dollars (\$554,706.00 USD)

(C) For any single month in Service Period 3, the reimbursement of fixed, auditable expenses relating to Non-Completed Flight Segments will not exceed Five Hundred Seventy Six Thousand Eight Hundred Ninety-Five and 00/100 Dollars (\$576,895.00 USD)

Gauge of Service: Twin jet regional airliner configured with 30 passenger seats. In the event of a temporary mechanical or crewing issue, Contour may substitute a different gauge of aircraft. As soon as practical, Contour will inform the County of such issue, including an explanation of such issue and the time frame of which the issue will be remedied.

Timetable: 24 planned Flight Segments (12 round trips on the Route) per week Sunday through Saturday. 1,248 planned flight segments per Service Period (624 round trips on the Route) to be conducted in accordance timetables as published from time to time by Contour.

TSA Screening: All flights on the Route will operate from the passenger terminal at CNY into one of the passenger terminals at PHX airport and will be conducted on a "TSA Sterile" basis.

*Additional Notes:

- A. If both the outbound and corresponding return flight between CNY and PHX on any calendar day have no booked passengers within 24 hours of the planned departure time of the outbound flight, then subject to compliance with all applicable DOT rules and regulations, Contour may, but is not required to, cancel both the outbound and corresponding return Flight Segments. However, if Contour cancels such Flight Segments, Contour shall inform County of such cancellation and also report such cancelled Flight Segments in its Monthly Activity Report. In accordance with Section 4 of the Agreement and consistent with DOT policy, such cancelled Flight Segments are not eligible for Compensation for Services.
- B. Contour, after consulting with the County, may alter departure times or frequencies by day of week as provided in the timetable herein, in order to meet seasonal or other operational requirements. A written amendment or addendum to reflect such agreed alterations in the timetable shall not be required to be effective between the parties.

**Attachment B to the Agreement for Air Services
By and Between
Grand County, Utah
and
Corporate Flight Management, Inc. d/b/a Contour Airlines**

**CERTIFICATION REGARDING INFLUENCING ACTIVITIES
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Corporate Flight Management d/b/a Contour Airlines

| | | | |
|---|---------------|-------|-----------|
| <small>DocuSigned by:</small>  <small>BA421FB6AA8449A...</small> | Matt Chaifetz | CEO | 1/30/2024 |
| Signature | Printed Name | Title | Date |

**Attachment C to the Agreement for Air Services
By and Between
Grand County, Utah
and
Corporate Flight Management, Inc. d/b/a Contour Airlines**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

(1) Contour certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- (e) Does not have any Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the DOT is aware of the unpaid tax liability, unless DOT has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government
- (f) Has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the DOT is aware of the conviction, unless DOT has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) Where Contour is unable to certify to any of the statements in this certification, Contour shall attach an explanation to this document.

Corporate Flight Management d/b/a Contour Airlines

| | | | |
|---|---------------|-------|-----------|
| <small>DocuSigned by:</small> <i>Matt Chaifetz</i> <small>8A424F8CA48448A</small> | Matt chaifetz | CEO | 1/30/2024 |
| Signature | Printed Name | Title | Date |

Attachment D
the Agreement for Air Services
By and Between
Grand County, Utah
and
Corporate Flight Management, Inc. d/b/a Contour Airlines

Clauses of Appendix A and E of Grant Assurances
and FAA Mandatory Clauses Under AEAS Program

I. Contour shall take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity” which is funded through Federal financial assistance from the United States Department of Transportation.

II. Contour shall comply at all times with all requirements imposed or pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252); 49 C.F.R. Part 21; and 28 C.F.R. § 50.3. Contour shall further provide for such methods of administration and operation of Air Transportation services under this Agreement as to give a reasonable guarantee that Contour, as well as Contour’s contractors, sub-contractors, consultants, transferees, and successors in interest will also comply with the aforesaid provisions.

III. Contour shall comply with all applicable provisions governing U.S. Department of Transportations’ access to records, accounts, documents, information, facilities, and staff; with any program or compliance reviews or complaint investigations initiated by the U.S. Department of Transportation. Contour shall further require any contractors, subcontractors, successors, transferees, or assignees to comply with the aforesaid provisions as well.

IV. Contour shall further comply with all applicable grant assurances and federal, state, and local laws and regulations, even if not expressly identified herein, and shall require any contractors, subcontractors, successors, transferees, or assignees to comply with the aforesaid provisions as well.

V. By executing this Agreement, Contour certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Alternate Essential Air Service grant project by any federal department or agency.

VI.

- a. Prior to executing this Agreement, County has verified that the System for Award Management (“SAM”) website maintained by the federal government does not indicate any tax delinquency or felony conviction for Contour.

- b. By executing this Agreement, Contour certifies that this information is true and correct, and that Contour has no tax delinquency or felony conviction that would disqualify Contour from entering into this Agreement under Sections 415 and 416 of Title IV, Division L of the Consolidate]d Appropriations Act of 2014.
- c. If:
 - 1. the SAM entry for an entity indicates that the entity has a tax delinquency or a federal conviction;
 - 2. an entity provides an affirmative response to either certification in part (b) above; or
 - 3. a entity's certification under part (b) above was inaccurate when made or became inaccurate after being made

then County shall not enter or continue into any transaction using federal grant funds unless the U.S. Department of Transportation has determined in writing that the suspension or debarment of that entity are not necessary to protect the interests of the Government.

- d. Contour shall promptly notify County in the event that any information changes concerning Contour's tax delinquency status, felony conviction status, or SAM registration status in any way which would require County to notify the U.S. Department of Transportation.
- e. Contour shall include the terms of this Section VI in any contracts or subcontracts, at any tier, that it enters into, where such contracts or subcontracts involve or include the use of funds received through this Agreement.

VII. Appendix A of Grant Assurance

During the performance of this contract, Contour, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
- 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each

potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the County will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the County or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

VIII. Appendix E of Grant Assurance

During the performance of this contract, Contour, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Acts and Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex, and is in addition to Title VI of the Civil Rights Act of 1964);
- The Civil Rights Restoration Act of 1987, (PL 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, as amended by Executive Order 12948, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

IX. GENERAL CIVIL RIGHTS PROVISIONS

Contour agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin,

sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contour and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

X. Title VI Solicitation Notice:

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies Contour that it will affirmatively ensure that in any contract solicited in furtherance of this Agreement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to such solicitations and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

XI. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

Contour, for itself, its heirs, officers, employees, agents, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contour will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities.

XIII. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contour must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contour retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 C.F.R. Part 1910). Contour must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XIV. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. Contour has full responsibility to monitor compliance to the referenced statute or regulation. Contour must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XV. Rights Reserved. Rights not specifically granted to Contour by this Agreement are expressly and independently reserved to County. County expressly reserves the right to prevent

any performance of AEAS which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

XVI. Right of Flight. It shall be a condition of this Agreement that County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by County, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. As set forth in the Related Agreement Contour expressly agrees for itself, its successors and assigns to restrict the height of its structures, objects of natural growth and other obstruction on Premises to such a height so as to comply with Federal Aviation Regulation, Part 77.

XVII. Airport Construction and Development. Contour recognizes that from time to time during the term of this Agreement it may be necessary for the County to initiate and carry forward programs of construction, expansion, maintenance and repair, and that such construction, expansion, maintenance and repair may require Contour's relocation to an equal or better location and may temporarily inconvenience or temporarily interrupt Contour in its operations at the Airport. Contour agrees that no liability shall be attached to the County, its agents or employees by reason of such relocation, temporary inconvenience or temporary interruption, so long as the County has made reasonable efforts to mitigate the effect of such work on the Contour, and Contour waives any right or claim to damages or other consideration therefor.

XVIII. No Exclusive Rights. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) to conduct any business (other than the exclusive right of Contour under the Related Agreement to use and occupy the Premises), and the County reserves the right to grant to others the privileges and right of conducting any or all activities at the Airport (other than the right to use and occupy the Premises pursuant to the Related Agreement).

XIX. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the County and the United States, the execution of which is required to enable or permit the transfer of rights or property to the County for airport purposes, or the expenditure of federal grant funds for Airport improvement, maintenance or development. The County hereby represents that no such agreements currently exist as will restrict or limit the development and/or operation of the Premises at which Contour conducts the AEAS and the Improvements for the Permitted Uses, except to the extent that the County discontinues Airport operations in which case the Airport property could revert to the United States of America. Contour shall reasonably abide by the requirements of agreements entered into between the County and the United States and shall consent to amendments and modifications of this Agreement if required by such agreements or if required as a condition of the County's entry into such agreements so long as other similar users of the Airport facilities are required to abide by the same requirements.

XX. Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises at

which Contour conducts the AEAS are located, for public purposes, then this Agreement shall terminate upon the termination of the Related Agreement and County shall be released and fully discharged from any and all liability hereunder with respect to the Premises. In the event of such termination, nothing herein shall be construed as relieving Contour from any of its liabilities relating to events or claims of any kind whatsoever prior to such termination.

XXI. The terms “Premises”, “Improvements” and “Permitted Uses” as used in this Attachment D have the meanings assigned to them in the Related Agreement.