

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>_____*</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Department _____ Unit _____ RSource _____
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* The fiscal impact is undetermined at this time. County and/or Permittee may cancel at any time with proper notification.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature]
 OFMB
 12/19/12
 12/14/12
 [Signature]

[Signature]
 Contract Dev. and Control
 12-21-12
 BL Wheeler

B. Legal Sufficiency:

Anne DeLeon 1-2-13
 Assistant County Attorney

C. Other Department Review:

 Department Director

**PALM BEACH COUNTY GLADES AIRPORT
DROP ZONE PERMIT**

Extreme Skydiving Inc. d/b/a Skydive Lakeside, a Corporation organized under the laws of the State of Florida, having its office and principal place of business at 3800 State Road 715, Pahokee, FL 33476 (hereinafter referred to as the "PERMITTEE") is issued this Permit by the Palm Beach County Department of Airports (the "DEPARTMENT"), an administrative department of Palm Beach County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY"), for the non-exclusive right to use the Drop Zone as herein defined in accordance with the terms and conditions of this Permit.

1. Term. The term of this Permit shall be for a period of one (1) year commencing on the 1st day of November, 2012 (the "Commencement Date") and terminating on the 31st day of October, 2013. This Permit shall be automatically renewed at one (1) year intervals thereafter; provided this Permit is not terminated by either party.

2. Use of the Drop Zone. COUNTY hereby grants PERMITTEE the right to use the drop zone(s) more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Drop Zone"), in accordance with the terms and conditions of this Permit for scheduled parachute landings. Nothing in this Permit shall be construed as granting PERMITTEE any title interest or estate in the Drop Zone. The rights of PERMITTEE to use the Drop Zone shall at all times be subject to the rights of others to use the same in common with PERMITTEE. The Department may at any time and from time to time close all or any portion of the Drop Zone to abate or rectify a condition determined to be unsafe or dangerous by the Department in its sole discretion; for maintenance; and for public safety or security of the Airport as determined necessary in the sole discretion of the Department. In the event the Drop Zone is closed, PERMITTEE agrees that COUNTY shall not be liable for, and PERMITTEE hereby waives, any claims for lost profits, economic losses or other consequential damages.

3. Drop Zone Fees. Nothing in this Permit shall be construed as preventing COUNTY from establishing reasonable and non-discriminatory fees or charges for use of the Drop Zone by PERMITTEE in connection with its skydive operations on the Airport, and PERMITTEE agrees to pay such fees or charges for use of the Drop Zone if so required by COUNTY. COUNTY may require payment of fees or charges for use of the Drop Zone and may adjust such fees or charges from time to time. PERMITTEE acknowledges and agrees that failure to pay such fees or charges shall be considered a violation of this Permit and, in addition to any other remedy available to COUNTY, shall be grounds for immediate revocation of PERMITTEE's Permit to use the Drop Zone by the Department on behalf of COUNTY. Drop Zone fees, if applicable shall be made payable to Palm Beach County Board of Commissioners and shall be mailed or hand delivered to the following address:

Department of Airports
Fiscal Department
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

COUNTY may, at any time, elect to hire, utilize, or select an agent(s) to administer this Permit and to collect Drop Zone fees on behalf of COUNTY. COUNTY will provide thirty (30) days written notice to PERMITTEE prior to any change in payment procedure or the payment addresses. COUNTY may offer alternative methods of payment, including, but not limited to, payment by debit card, credit card, or similar method of payment. If PERMITTEE selects an alternative method of payment, PERMITTEE agrees to abide by any terms and conditions promulgated by COUNTY in connection with the abovementioned method of payment. Interest at the rate established from time-to-time by the COUNTY (currently set at one and one-half percent [1-1/2%] per month not to exceed eighteen percent (18%) per annum) shall accrue against the delinquent payment(s) from date due until the date payment is received by the Department. Notwithstanding the foregoing, COUNTY shall not be prevented from terminating this Permit for failure to pay Drop Zone fees or from enforcing any other provisions contained herein or implied by law.

4. Security Deposit. COUNTY may establish and require the PERMITTEE to post a refundable security deposit, in the form of a certified or cashier's check in an amount to be determined by COUNTY. The security deposit shall be held by the Department and will be refunded to PERMITTEE upon termination of this Permit provided that PERMITTEE is not in violation of any of the provisions of this Permit; all fees, and taxes due are paid in full by PERMITTEE; and PERMITTEE has returned the Airport access card key to the Department, if applicable. If there is a fee deficiency the Department may apply the security deposit, or any part thereof, to the deficiency or to costs incurred by COUNTY, plus any applicable administrative overhead.

5. Compliance with Laws. PERMITTEE and its agents, employees, officers, representatives, guests, invitees, contractors and patrons shall comply with all applicable federal, state and local rules, regulations and requirements, as now or hereafter amended or superceded, including, but not limited to the Palm Beach County Airport Rules and Regulations, Resolution R-98-220 ("Airport Rules and Regulations") and applicable Federal Aviation Administration ("FAA") Advisory Circulars. PERMITTEE further agrees that its skydiving activities on and from the Airport shall be in accordance with the United States Parachute Association's ("USPA") Basic Safety Requirements. PERMITTEE acknowledges and agrees that failure to comply with the requirements of this paragraph shall be considered a violation of this Permit and, in addition to any other remedies available to COUNTY, may result in immediate revocation of PERMITTEE's right to use the Drop Zone by the Department.

6. Condition of Drop Zone/Airport. PERMITTEE acknowledges that neither COUNTY nor its representatives have made any representations or warranties of any nature whatsoever regarding the Drop

Zone or Airport including, without limitation, the suitability of the Drop Zone for PERMITTEE's intended use thereof.

7. Obligations of PERMITTEE.

A. Security. PERMITTEE acknowledges and accepts full responsibility for the security and protection of any and all of PERMITTEE's property. PERMITTEE fully understands that the police security protection provided by COUNTY is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection shall be the sole responsibility of PERMITTEE and shall involve no cost to COUNTY. COUNTY shall have the right to review, change, alter, or revise any security policy or procedure at any time based on the COUNTY's responsibility to operate the Airport in a safe and secure manner.

B. Conduct. PERMITTEE shall conduct its activities at the Airport in an orderly and commercially reasonable manner, considering the nature of the activities so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport. PERMITTEE shall control, and hereby assumes responsibility for, the character, acts and conduct of its agents, employees, officers, representatives, guests, invitees, contractors and patrons and shall ensure that its agents, employees, officers, representatives, guests, invitees, contractors and patrons do not harass, disturb or annoy any other Airport tenants or users. Upon objection by the Department or its designated agent or representative, concerning the conduct, acts or demeanor of any such persons, PERMITTEE shall immediately take all reasonable steps necessary to remove the cause of objection.

C. Obstructions in Aircraft Operating Areas. PERMITTEE and its employees, agents, representatives, patrons and invitees shall not block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users with vehicles, aircraft, equipment, temporary structures or personal property of any kind whatsoever. PERMITTEE shall be responsible for ensuring that any such obstructions are removed upon immediate request of the Department or its representatives, including, but not limited to, the Airport's manager.

D. Self-service Fueling. PERMITTEE, its agents and contractors shall only engage self-service fueling activities in locations designated by the Department for such activities and in accordance with the Airport Rules and Regulations.

E. Minimum Standards. PERMITTEE acknowledges that COUNTY is in the process of developing general aviation minimum standards ("Minimum Standards") for the Airport. PERMITTEE shall comply with any Minimum Standards adopted by COUNTY in the future which are applicable to PERMITTEE's activities on the Airport, as such Minimum Standards may be amended.

F. Airport Rules and Regulations. PERMITTEE acknowledges that COUNTY may amend the Airport Rules and Regulations to establish regulations governing skydiving activities on the Airport and agrees that PERMITTEE's activities on the Airport shall be subject to such regulations. In the event of a conflict between this Permit and the Airport Rules and Regulations, the Airport Rules and Regulations shall control.

G. Manager/Representatives. PERMITTEE shall have a qualified manager or other authorized representative of PERMITTEE on site at all times during PERMITTEE's skydiving operation on the Airport. PERMITTEE shall notify the Department in writing of the names, addresses and telephone numbers of its managers and other authorized representatives prior to the Commencement Date and shall notify the Department of any changes in management or the list of authorized representatives.

H. Monthly Reports. PERMITTEE shall provide a monthly report to the Department, in a form and detail satisfactory to the Department, indicating the number of parachutists landing on the Airport in connection with PERMITTEE's skydive operations on each day of the preceding month. The monthly report shall be provided to the Department on or before the 10th day of each and every month.

I. Skydiving Operations.

1. PERMITTEE shall utilize the area designated by the Department on the Airport for loading and unloading parachutists from aircraft.

2. PERMITTEE's employees, agents, representatives and contractors shall be properly certificated by the FAA and/or certified with the USPA for the activity for which they are to be engaged.

3. PERMITTEE and its contractors shall only use aircraft which are properly equipped and certified by the FAA for skydiving operations. All aircraft used by PERMITTEE for its skydiving operations shall be owned, leased or under contract to PERMITTEE.

4. PERMITTEE shall request the pilot-in-command of each parachute jump to attempt to make an announcement on the Airport's Unicom frequency that parachutists will be jumping over the Airport prior to the jump and when the parachutists have begun exiting

the aircraft, but only to the extent such announcements will not interfere with the pilot-in-command's obligations under Title 14, Part 105.13 of the Code of Federal Regulations, as now or hereafter amended.

5. PERMITTEE shall require each parachutist who will be participating in skydiving activities, including, but not limited to, PERMITTEE and its employees, contractors and customers, on the Airport to execute the Release of Liability and Indemnification Agreement (the "COUNTY Release") attached to this Permit as Exhibit "B". PERMITTEE shall obtain one (1) original executed copy of the COUNTY Release for each parachutist who will be participating in skydiving activities on the Airport. Notwithstanding the foregoing, if PERMITTEE obtains a separate release and indemnification Permit for its skydiving activities (the "PERMITTEE Release"), which is satisfactory to the Department, in its sole and absolute discretion, PERMITTEE may request approval from the Department use the PERMITTEE Release in lieu of the COUNTY Release. The Department may approve use of the PERMITTEE Release on behalf of County without further amendment hereto. PERMITTEE shall provide the Department's designated agent or representative with an original COUNTY Release, or an original PERMITTEE Release if the form has been approved by the Department pursuant to this paragraph, for each parachutist who will be participating in skydiving activities on the Airport at the end of each of business day or the next business day if the Department's designated agent or representative is unavailable.

6. PERMITTEE shall provide the Department or its designated agent or representative with copies of any written notifications provided to the air traffic control facility having jurisdiction pursuant to Title 14, Part 105.25 of the Code of Federal Regulations, as now or hereafter amended.

7. To ensure that adequate staff is available at the Airport, PERMITTEE shall make a reasonable attempt to notify the Department or its designated agent or representative of the date and estimated time of scheduled parachute jumps and the number of persons intending to participate in the jump no less than forty-eight (48) hours before the jump.

8. PERMITTEE shall maintain records of the make, model and registration number of each aircraft to be used in a parachute jump and the name of the pilot-in-command for a period of no less than one (1) year from the date of each parachute jump. PERMITTEE shall make the records available for inspection by the Department or its designated agents or representatives upon request.

9. PERMITTEE shall notify each parachutist of the location of the Drop Zone and of his or her obligation to attempt to land in the Drop Zone.

8. Indemnification. PERMITTEE agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which COUNTY is named or joined, arising out of this Permit or PERMITTEE's use of the Airport or Drop Zone, including, without limitation, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with PERMITTEE's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of PERMITTEE or any breach of the terms of this Permit; provided, however, PERMITTEE shall not be responsible to COUNTY for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of COUNTY, its respective agents, servants, employees and officers. PERMITTEE further agrees to hold harmless and indemnify COUNTY for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to PERMITTEE's activities or operations or use of the Airport or Drop Zone whether or not PERMITTEE was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of PERMITTEE. PERMITTEE recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that COUNTY would not have entered into this Permit without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by COUNTY in support of this indemnification. The obligations arising under this Section shall survive the expiration or termination of this Permit.

9. Insurance. Without limiting PERMITTEE's obligation to indemnify COUNTY, as provided for herein, PERMITTEE shall provide, pay for and maintain throughout the term of this Permit, a policy of General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than One Million Dollars (\$1,000,000). If PERMITTEE will be operating vehicles on the Airport, PERMITTEE shall provide Automobile Liability Insurance coverage with minimum limits of One Hundred Thousand Dollars (\$100,000) per person, Three Hundred Thousand Dollars (\$300,000) per accident for bodily injury, and Fifty Thousand Dollars (\$50,000) per accident for property damage. PERMITTEE shall endorse County as an "Additional Insured" on the General Liability insurance policy. The "Additional Insured" endorsement shall provide coverage on a primary basis and shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406." Prior to the Effective Date of this Permit, PERMITTEE shall provide COUNTY with a certificate of insurance for the General liability insurance policy and copies of pertinent pages from Automobile Liability

policy evidencing the insurance coverages required hereunder. Renewal certificates and/or copies of pertinent pages from the renewal policies must be provided to COUNTY throughout the term of this Permit. COUNTY shall have the right to review and modify insurance requirements of this Permit from time to time, including, but not limited to, insurance coverages and amounts, provided that COUNTY gives PERMITTEE ninety (90) days prior written notice of any such change.

10. Assignment by PERMITTEE. PERMITTEE is expressly prohibited from assigning its right to use the Drop Zone or this Permit. Any such assignment shall be considered null and void and will be considered grounds for termination of this Permit.

11. Signs. PERMITTEE shall not place or erect any signs, emblems, or advertising on the Airport.

12. Disclaimer of Liability. COUNTY HEREBY DISCLAIMS, AND PERMITTEE HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY PERMITTEE, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS PERMIT OR ANY EXTENSION HEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO PERSONAL PROPERTY OF PERMITTEE OR PERMITTEE'S INVITEES THAT MIGHT BE LOCATED OR STORED ON THE AIRPORT, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY COUNTY'S NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LICENSING OF THE DROP ZONE PURSUANT TO THIS PERMIT. PERMITTEE RELEASES COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS PERMIT. FURTHERMORE, PERMITTEE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS PERMIT WAS AT ITS SOLE RISK. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN PERMIT BY PERMITTEE TO INDEMNIFY THE COUNTY FOR THE COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

13. Termination. This Permit may be terminated at any time by COUNTY or PERMITTEE, without cause, upon prior written notice to the other party, in which event the parties shall be released from all obligations arising after the date of such termination except for those obligations which expressly survive termination of this Permit. In the event of termination pursuant to this paragraph, PERMITTEE agrees that COUNTY shall not be liable for, and PERMITTEE hereby waives, any claims for lost profits, economic losses or other consequential damages.

14. Violation of Permit Conditions. The DEPARTMENT may terminate or suspend this Permit in the event PERMITTEE violates any terms, conditions or provisions of this Permit or the Airport Rules and Regulations. In the event this Permit is terminated or suspended, PERMITTEE shall have no right to use the Drop Zone or engage in skydiving activities on the Airport.

15. Notice. Any notice given under the provisions of this Permit shall be in writing and shall be delivered (as elected by the party giving such notice) by hand delivery, courier service, nationally recognized overnight mail service, or United States certified mail, with return receipt requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier service, or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

COUNTY:

Department of Airports
Palm Beach County
Building 846, Palm Beach International Airport
West Palm Beach, Florida 33406-1491

With a copy to:

Palm Beach County Attorney's Office
Chief Deputy County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

PERMITTEE:

Extreme Skydiving Inc. d/b/a Skydive Lakeside
Attn: Brandon Radcliff
6065 Wolfe Street
Jupiter, Florida. 33458
E-mail Address: b.radcliff@rocketmail.com

Either party may, from time to time, change the address to which notice under this Permit shall be given such party, upon three (3) days prior written notice to the other party.

16. Compliance with Laws. Notwithstanding any provision of this Permit to the contrary, PERMITTEE shall not use or permit the use of the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Airport for COUNTY or PERMITTEE.

17. Subordination to Federal Agreements. This Permit shall be subject and subordinate to all the terms and conditions of any instrument and documents under which COUNTY acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. PERMITTEE understands and agrees that this Permit shall be subordinate to the provisions of any existing or future agreement between COUNTY and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

18. Exclusive Rights. Notwithstanding anything contained in this Permit to the contrary, it is expressly understood and agreed that the rights granted under this Permit are nonexclusive and that COUNTY may grant similar privileges to another PERMITTEE or other PERMITTEES.

19. Governmental Authority. Nothing in this Permit shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate PERMITTEE or its operations.

20. Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Permit shall have no effect upon the validity of any other part or portion hereof.

21. Paragraph Headings. The heading of the various articles and sections of this Permit are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Permit or any part or parts of this Permit.

22. Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Permit by such reference.

23. Venue and Governing Law. To the extent allowed by law, the venue for any action arising from this Permit shall be in Palm Beach County, Florida. This Permit shall be governed by and in accordance with the laws of the State of Florida.

24. Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Consultant, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

25. Non-Discrimination. Permittee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression shall be excluded from participation in or denied the use of the Airport, (b) that in the construction of any improvements on, over, or under such Airport and the furnishing of services, no person on the grounds of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Permittee shall use the Airport 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, Non-discrimination 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 from time to time. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Permit and to reenter and repossess the Designated Area and the facilities hereon, and hold the same as if the Permit had never been made or issued. This cancellation 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.

26. No Third Party Beneficiaries. No provision of this Permit is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Permit, including but not limited to any citizen or employees of County and/or Permittee.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties hereto have caused this Drop Zone Permit to be approved and issued by the Director of the Department of Airports, pursuant to the authority granted by the Palm Beach County Board of County Commissioners, and PERMITTEE, Extreme Skydiving, Inc., has caused these presents to be signed by its duly authorized officer, the President (title of person) acting on behalf of said PERMITTEE the day and year first written above.

Witnesses:
[Signature]
Signature
Martha K. Holberghetta
Print Name
[Signature]
Signature
Debra Reese
Print Name

PALM BEACH COUNTY, FLORIDA, BY ITS
DEPARTMENT OF AIRPORTS

By: [Signature]
Director

Witnesses:
[Signature]
Signature
Joe L Higgins
Print Name
[Signature]
Signature
Lisa Sullivan
Print Name

PERMITTEE:
Extreme Skydiving Inc. d/b/a Skydive Lakeside

By: [Signature]
Print Name
Brandon Radcliff
Print Name
Title: President

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

EXHIBIT "A"
DROP ZONE

EXHIBIT "B"
COUNTY RELEASE

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration of being permitted to engage in skydiving/parachute jumping and related activities ("Activities") on the Palm Beach County Glades Airport ("Airport"), I, _____, hereby agree as follows:

1. **Release of Liability.** I hereby release and discharge Palm Beach County, its officers, employees and agents (hereinafter collectively referred to as the "Releasees") from any and all liability, claims, demands, loss or causes of action whatsoever arising out of or in any way connected to my use of the Airport or my participation in the Activities, including, but not limited to, any damage, loss or injury to me or my property, or my death, whether resulting from negligence of or other fault, either active or passive, of the Releasees or from any other cause.
2. **Assumption of Risk.** I know and understand the scope, nature and extent of the risks involved in the Activities and that some of the dangers cannot be foreseen. I voluntarily, freely and expressly choose to incur all risks associated with the Activities, understanding those risks may include bodily and personal injury, damage to property, disfigurement or death. I voluntarily and freely choose to incur such risks and take responsibility therefor.
3. **Permit Not to Sue.** I agree not to institute any lawsuit or cause of action against any of the Releasees, or to initiate or assist in the prosecution of any claim for damages against Releasees, which I may have by reason of injury to my person or property arising from or in any way connected to my participation in the Activities or use of the Airport, whether caused by the negligence or fault, active or passive, of any of the Releasees or from any other cause.
4. **Indemnification.** I agree to indemnify, save and hold the Releasees harmless from any and all losses, claims, actions or proceedings of every kind and character, including attorney's fees and expenses, arising from or in any way connected to my use of the Airport, my participation in the Activities or this Permit, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.
5. **Parties Bound.** It is my understanding and intention that this Agreement shall be binding upon my heirs, executors, administrators, personal representatives, and anyone else claiming on my behalf.
6. **Severability.** In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Signature: _____

Print Name: _____

Address:

Telephone No: _____

USPA No. _____

Date: _____

CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Brandon Radcliff is the Secretary of Extreme Skydiving Inc., a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 1 day of October, 2012, in accordance with the laws of the State of FL, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Drop Zone Permit between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Brandon Radcliff, the President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 1st day of OCT, 2012



[Signature]

Corporate Seal


_____, Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy number	:	UA00175067-00
Endorsement number	:	001
Issued to (first Named Insured)	:	EXTREME SKYDIVING DBA SKYDIVE LAKESIDE
Effective	:	10/23/2012
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: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES & AGENTS
C/O PALM BEACH COUNTY DEPT OF AIRPORTS
846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH, FL 33406

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.

U.S. SPECIALTY INSURANCE COMPANY

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: **Palm Beach County Board of County Commissioners, A Political
Sudivision of the State of Florida, Its Officers, Employees & Agents
C/O Palm Beach County Dept of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406**

THAT THE FOLLOWING POLICY(IES) OF INSURANCE HAVE BEEN ISSUED TO:

**Extreme Skydiving DBA Skydive Lakeside
1090 Airglades Blvd.
Clewiston, FL 33440**

AIRCRAFT POLICY NO.:	POLICY PERIOD: FROM:	TO:
LIABILITY COVERAGES		
	EACH PERSON	LIMITS OF LIABILITY EACH OCCURRENCE
<input type="checkbox"/> Bodily Injury Excluding Passengers	\$	\$
<input type="checkbox"/> Property Damage	\$	\$
<input type="checkbox"/> Passenger Bodily Injury	\$	\$
<input type="checkbox"/> Single Limit Excluding Passengers	\$	\$
<input type="checkbox"/> Single Limit Including Passengers	\$	\$
<input type="checkbox"/> With Passenger Liability Limited To	\$	\$

PHYSICAL DAMAGE COVERAGE: ALL RISKS, In Motion & Not In Motion

REGISTRATION	YEAR/MAKE/MODEL	INSURED VALUE	DEDUCTIBLE – Not In Flight	DEDUCTIBLE – In Flight
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THIS CERTIFICATE HOLDER IS:

- INCLUDED AS A LOSS PAYEE FOR AIRCRAFT PHYSICAL DAMAGE COVERAGE
- PROVIDED BREACH OF WARRANTY COVERAGE ON AIRCRAFT PHYSICAL DAMAGE COVERAGE
- INCLUDED AS AN ADDITIONAL INSURED ON AIRCRAFT & AIRPORT LIABILITY COVERAGE, BUT ONLY WITH RESPECT TO OPERATIONS OF THE POLICYHOLDER.

AIRCRAFT LIABILITY POLICY NO.: UA00175067-00 POLICY PERIOD: FROM: 09/25/2012 TO: 09/25/2013

INSURANCE COMPANY: U.S. Specialty Insurance Company

COVERAGES:

			LIMITS OF LIABILITY	
<input checked="" type="checkbox"/> Bodily Injury	\$	each person	\$1,000,000	each occurrence *
<input type="checkbox"/> Property Damage			\$	each occurrence *
<input type="checkbox"/> Single Limit Bodily Injury & Property Damage			\$	each occurrence *
<input type="checkbox"/> Hangarkeepers Liability	\$	each aircraft	\$	each occurrence*
DEDUCTIBLES:				
Hangarkeepers Liability	\$	each occurrence		
Premises Liability	\$	each claim with respect to Property Damage		

* REFER TO THE POLICY: AN ANNUAL AGGREGATE LIMIT OF LIABILITY APPLIES TO SOME COVERAGES.

OTHER COVERAGES/CONDITIONS/REMARKS:

THE COMPANY HAS MADE PROVISION TO GIVE THE CERTIFICATE HOLDER 30 DAYS NOTICE OF CANCELLATION (10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM) OF ANY POLICY ABOVE. HOWEVER, THE COMPANY ASSUMES NO RESPONSIBILITY FOR FAILURE TO PROVIDE SUCH NOTICE. THIS CERTIFICATE DOES NOT CHANGE IN ANY WAY THE ACTUAL COVERAGES PROVIDED BY THE POLICY(IES) SPECIFIED ABOVE.

CERTIFICATE NO.: 2

BY: _____

DATE: October 23, 2012



CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2012

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 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 GOLD COAST AVIATION INSURANCE AGENCY, LTD. 9759 SOUTHWEST HIGHWAY OAK LAWN, IL 60453	CONTACT NAME:		
	PHONE (A/C, No, Ext)	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED EXTREME SKYDIVING DBA SKYDIVE LAKESIDE 1090 AIRGLADES BLVD. CLEWISTON, FL 33440	PRODUCER CUSTOMER ID No:		
	INSURER(S) AFFORDING COVERAGE		%
	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 UA00175067-00	EFFECTIVE DATE 09/25/2012	EXPIRATION DATE 09/25/2013	ADDITIONAL INSURED? (Y/N) Y	SUBROGATION WAIVED? (Y/N) N
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISES LIABILITY	X	\$ 1,000,000	BI EA PER EA OCC	\$ 1,000,000	PD AGGR
PREMISES MEDICAL PAYMENT		\$	EA PER	\$	EA OCC
PRODUCTS LIABILITY	EXTENDED	\$	BI EA PER EA OCC	\$	AGGR
COMPLETED OPERATIONS LIABILITY	EXTENDED	\$	BI EA PER EA OCC	\$	AGGR
HANGERKEEPERS LEGAL LIABILITY	INCLUDING TAX IN FLIGHT	\$	EA AIRCRAFT	\$	EA OCC
FIRE LEGAL LIABILITY		\$	ANY ONE FIRE		
PERSONAL INJURY LIABILITY		\$	EA OCC	\$	AGGR
ADVERTISING LIABILITY		\$	EA OCC	\$	AGGR
CONTRACTUAL LIABILITY	INCLUDED EXCLUDED				
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT
			\$		\$

DESCRIPTION OF OPERATIONS / REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER PALM BEACH COUNTY GLADES AIRPORT 3800 STATE ROAD 715 PAHOKEE, FL 33476	CANCELLATION 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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FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



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Florida Profit Corporation

EXTREME SKYDIVING INC.

Filing Information

Document Number P11000058881
FEI/EIN Number 452898306
Date Filed 06/27/2011
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Principal Address

6065 WOLFE STREET
JUPITER FL 33458

Changed 03/28/2012

Mailing Address

6065 WOLFE STREET
JUPITER FL 33458

Changed 03/28/2012

Registered Agent Name & Address

RADCLIFF, BRANDON D
6065 WOLFE STREET
JUPITER FL 33458 US

Address Changed: 03/28/2012

Officer/Director Detail

Name & Address

Title P

RADCLIFF, BRANDON D
6065 WOLFE STREET
JUPITER FL 33458 US

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Report Year Filed Date
2012 03/28/2012

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