

## THE SEA RANCH AIRSTRIP TERMS OF USE

The Sea Ranch Association (“TSRA” or “the Association”), as the owner of the Sea Ranch Airstrip (“the Airstrip”), has the power and authority to regulate activities at the Airstrip and to adopt rules for its use. These Terms of Use are appended to and incorporated into the TSRA Rules, Section 7.2.

As used herein, “Pilot” refers to the individual operating an aircraft at the Airstrip, “User” refers to any individual who is a passenger of a Pilot, and “Member” refers to the individual who is an owner of a Sea Ranch Lot. A Pilot or User may also be a Member.

Because of the unique nature of the airstrip as a common area amenity and the inherent risks associated with flying in general and with the Sea Ranch airstrip in particular, as well as the impact on neighboring residents, it is vital that Pilots read, understand, and acknowledge their understanding of the conditions and requirements for use of the Airstrip.

Pilots need only sign the acknowledgement form once but shall sign and submit a new form when any changes to the rules are adopted, and/or upon request by TSRA.

Please complete and submit the attached form once you have read through the Airstrip Terms of Use.

### 1. DISCLAIMERS AND WARNINGS

1.1 Use of the Airstrip is restricted to Sea Ranch members and their family members, guests, invitees, and lessees, as well as emergency services, for aviation activities by and at the Pilot, Member, and/or User’s sole cost, expense, and risk.

**1.2 Pilots must be aware of and understand that the Airstrip holds a permit for operations from the California Department of Transportation that grants variances from FAA standards with respect to layout, location, and runway safety zones; there is no reliable weather information for flights; there is frequent windshear; there is a large hump near the middle of the runway that precludes complete visibility down the surface of the runway; animals frequently wander onto the runway; the Airstrip is situated in a noise-sensitive area.**

1.3 Flying into or out of the Airstrip is an inherently dangerous activity, which can result in serious bodily injury, and use of the Airstrip is with full knowledge and understanding of the nature of the activity and the risk involved and are assuming said risk.

1.4 The Airstrip is not attended or monitored by TSRA. TSRA makes no representations as to its condition or suitability for use of the Airstrip, and while TSRA periodically may perform maintenance and repairs to and around the area of the Airstrip and all TSRA-owned facilities of the Airstrip, these maintenance and repair activities are completed in the sole discretion of the Association. Likewise, TSRA may modify, expand,

or improve the Airstrip as it, in its sole judgment, may deem necessary in the interest of TSRA.

## **2. CONDITIONS AND RESTRICTIONS OF USE**

**2.1** Maintenance of aircraft, vehicles, or equipment at the Airstrip, except repairs of such aircraft, vehicles, and equipment necessary for the conduct of a safe departure from the Airstrip to a maintenance, repair, or overhaul facility, are prohibited.

**2.2** A Pilot, User, and/or Member may park or store an aircraft or personal vehicle for a maximum of 14 consecutive days. Any other parking or storage of aircraft, vehicles, or other personal property is prohibited. Upon application from a Pilot, User, and/or Member and a showing of good cause, the parking duration may be extended.

**2.3** Pilots, Users, and/or Members shall not damage the Airstrip or any part of it and shall not undertake any other activity that could adversely affect the nature and character of the Airstrip or could adversely affect the Airstrip's eligibility for its existing insurance coverage.

**2.4** Each Pilot must review and be aware of the Sea Ranch association Airstrip Briefing and the information contained therein.

**2.5** Use of the Airstrip and its landing, tie-down and parking areas is nonexclusive, and the Association makes no representations as to availability of any of the facilities at any particular time.

**2.6** Each Pilot, User, and/or Member shall:

2.6.1 Keep and maintain any Tie Down Areas and Parking Areas that it may utilize in a clean and orderly condition and appearance;

2.6.2 Keep and maintain its aircraft in a condition suitable for safe operation;

2.6.3 Observe all regulations and requirements of insurance on the Airstrip concerning the use and condition thereof;

2.6.4 Repair any damage caused to paving or other surfaces of the Airstrip caused by any oil, gasoline, grease, lubricants, or other flammable liquids and substances having a corrosive or detrimental effect thereon;

2.6.5 Cause all vehicles operated by on the Airstrip to be kept and maintained in a condition suitable for safe operation;

2.6.6 Comply with all laws, rules, regulations, and orders of any governmental authority having jurisdiction over the Airstrip or use of same, including but not limited to the FAA and the County of Sonoma;

2.6.7 Collect all garbage, debris, and waste material (whether solid or liquid) arising out of use of the Airstrip;

2.6.8 Pilots shall conduct their operations on the Airstrip in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to others at or around the Airstrip;

2.6.9 Not leave any inoperative, derelict, or abandoned aircraft, vehicles or equipment on the Airstrip or its surrounding areas; and,

2.6.10 Pilots shall minimize noise impacts to the greatest extent possible, within safe operation parameters.

### **3. FEES AND CHARGES**

3.1 No Fees are charged to Pilots, Users, and/or Members for their use of the Airstrip. Notwithstanding the foregoing, nothing herein shall affect any right held by TSRA to impose charges for hangars and long-term storage of aircraft, which charges shall be subject to a separate written agreement.

3.2 Pilots, Users, and/or Members understand and acknowledge that fines, charges or penalties may be assessed by the FAA or other government agency having jurisdiction over the Airstrip as a result of a Pilot's non-compliance with applicable law and/or regulations. Any such fines, charges, or penalties assessed against TSRA shall be promptly reimbursed by the responsible Pilot, User, and/or Member. In addition, any fines or charges that are levied by TSRA as a result of a Member's, or the Member's guests and invitees, use of the Airstrip, shall promptly be reimbursed to TSRA by said responsible Member, and may be collected pursuant to TSRA's governing documents.

### **4. INDEMNIFICATION AND INSURANCE.**

4.1 Each Pilot, Member, and User of the airstrip, for themselves and on behalf of their heirs, representatives, successors, assigns, and administrators, shall protect, defend, indemnify and hold harmless TSRA, its directors, officers, duly appointed volunteers, management, and staff ("Released Parties") from any and all losses, claims, actions or proceedings of every kind and character whatsoever by any and all third parties, and for attorneys' fees and costs, which arise directly or indirectly from their use of the Airstrip, regardless of whether said loss or damage was caused, or allegedly caused, by a Released Party. Each Member is at all times responsible for use of the Airstrip by their family members, guests, lessees, and/or invitees, and therefore in the event of loss or damage of any kind that arises out of a family member, guest, lessee, or invitee's use of the Airstrip, the Member shall protect, defend, indemnify, and hold harmless the Released Parties for any such loss or damage.

4.2 Each Pilot, at their sole cost and expense, shall obtain and cause to be kept in force at all times while using the Airstrip an Aircraft Liability policy or policies issued by one or more companies authorized to do business in the State of California. The coverages and limits should be similar to those of other similar aircraft operated in the United States and the liability limit shall be at least \$1,000,000. TSRA shall be endorsed as an additional insured under any relevant coverage. Certificates of all required insurance coverage, or proof of alternative coverage, shall be filed with the TSRA Community Manager. At TSRA Staff's discretion, permission for aircraft operations of Pilots who are using an aircraft they do not own (such as a rental aircraft) may be permitted without having TSRA named in a liability policy.



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Administration

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## Airstrip Terms of Use Acknowledgement Form

This document serves as an acknowledgement of the terms, conditions and disclaimers as stated in the Airstrip Terms of Use, Addendum to Sea Ranch Rule 7.2 "Airstrip" \*\*

*\*\* - Section 4.2 of the Airstrip Terms of Use ("Indemnification and Insurance") requires that each pilot, member, and User of the Airstrip **must** submit a certificate of Aircraft Liability insurance coverage (or proof of alternative coverage) of at least \$1,000,000 to TSRA prior to Airstrip use. Attach evidence of insurance to the Acknowledgment Form before submitting.*

**I, the Undersigned \* :**

- Have read and understand the terms, conditions and disclaimers as stated in the Airstrip Terms of Use.

**Pilot Name\* (please print):** \_\_\_\_\_

**I am a(n)\*:**

- Owner
- Non-Owner Resident
- Guest (see 'For Non-Member Pilots' section)

**Sea Ranch UBL (Unit-Block-Lot)\*:** \_\_\_\_\_

**Contact Phone Number\*:** \_\_\_\_\_

**Contact Email Address\*:** \_\_\_\_\_

**Aircraft Make\*:** \_\_\_\_\_

**Aircraft Model\*:** \_\_\_\_\_

**Aircraft Registration Number\*:** \_\_\_\_\_

**ADS-B:**       Yes                       No

**Hangar Number(s) (for Sea Ranch Hangar Users):** \_\_\_\_\_

**For Non-Member Pilots (enter all that apply)\*:**

- I am being sponsored by a Sea Ranch Member(s) and have received permission for use of The Sea Ranch Airstrip.
- I am a guest of a Sea Ranch Member or Members.
- I am providing pilot services for a Sea Ranch Member or Members.

**Member Name\*** *(please print)*: \_\_\_\_\_

**Member Sea Ranch UBL (Unit-Block-Lot)\*:** \_\_\_\_\_

**Member Contact Phone Number\*:** \_\_\_\_\_

**Member Contact Email Address\*:** \_\_\_\_\_

**For Additional Aircraft (enter all that apply)\*:**

- I utilize more than one aircraft, which I intend to use on the Sea Ranch Airstrip.

**Aircraft Make\*:** \_\_\_\_\_

**Aircraft Model\*:** \_\_\_\_\_

**Aircraft Registration Number\*:** \_\_\_\_\_

**ADS-B:**       Yes                       No

**Aircraft Make\*:** \_\_\_\_\_

**Aircraft Model\*:** \_\_\_\_\_

**Aircraft Registration Number\*:** \_\_\_\_\_

**ADS-B:**       Yes                       No

**Signature\*:** \_\_\_\_\_ **Date Completed\*:** \_\_\_\_\_