

**CITY OF HOLLISTER**  
**AIRPORT USE AGREEMENT**

This airport use agreement (“Agreement”) is made and entered into this 1<sup>st</sup> day of May 2025 (“Effective Date”), by and between the City of Hollister, a California municipal corporation (“City”), and Spay Neuter Imperative Project California dba SNIP CA (“User” or “SNIP”), located at 67 Front Street, Danville, California 94526 (individually referred to as a “Party” and collectively referred to as the “Parties”).

**RECITALS**

This Agreement incorporates and is based upon the following representations and understandings:

**WHEREAS**, City is the owner and operator of the Hollister Municipal Airport, located in the County of San Benito, State of California (the “Airport”), with the power to grant rights and privileges, including the power to grant Airport use and access, pursuant to the provisions of City Municipal Code Chapter 13.28, among other federal, state, and local laws, rules, and regulations;

**WHEREAS**, the User operates a mobile spay and neuter veterinary service and desires to utilize certain Airport facilities on a recurring monthly basis for vehicle parking, limited services, and the operation of its mobile veterinary clinic;

**WHEREAS**, the City has determined that such limited recurring use will not interfere with the Airport operations or other Airport functions; and

**WHEREAS**, the Parties wish to establish the terms and conditions under which such recurring use shall occur.

**NOW, THEREFORE**, and in consideration of the mutual terms and conditions hereinafter set forth, the City and User hereby agree to the following:

**AGREEMENT**

**I. Term of Agreement**

This Agreement shall commence on the Effective Date and terminate after one (1) year. Following the one (1) year term, the Agreement shall continue on a month-to-month basis unless terminated by either Party or pursuant to the terms and conditions hereinafter.

**II. Permitted Use and Operations**

User’s permitted activities shall be limited to parking one (1) mobile veterinary clinic vehicle and up to one (1) support vehicle on Airport Drive in front of the Airport Office for a period of two (2) to three (3) consecutive days per calendar month. User may utilize an exterior 50-amp/220-volt 4 prong hookup located at the Airport Office and adjacent to Airport Drive for their mobile veterinary clinic. User may also have access to one designated staff parking area, a public parking area located on the northeast corner of Airport Drive and Astro Drive, and a pet

drop-off and pick-up area located on Airport Drive across the street from the Airport Office. User staff may utilize the restroom located inside of the Airport Office, and any public members shall use the public restroom accessible on the north end of the building located at 90 Skyline Drive (the "Facilities," see **Exhibit A**) from 7:30 a.m. to 7:00 p.m. User must provide written notice to Airport management at least ten (10) days prior to each intended use period via email to: hollisterairport@hollister.ca.gov.

User is permitted to provide their veterinary services within the confines of their mobile veterinary clinic. User may schedule appointments with clients who will access the Facilities solely for the purpose of receiving veterinary services from User. User's operations shall be limited to the hours of 8:00 A.M. to 6:00 P.M. on days of permitted use. User may use designated Airport restroom facilities and power outlets on days of permitted use.

### **III. Facilities**

User is hereby granted permission to use those Facilities of the Airport, as are more fully described in **Exhibit A**, attached hereto and made a part hereof, for their Operations. The User's access is strictly confined to the designated Facilities and necessary ingress and egress routes. Access to any other areas of the Airport is expressly prohibited without prior written authorization from the Airport Director.

### **IV. Operational Requirements**

Operational requirements include, but are not limited to, the following key provisions in this Section IV.

#### **A. Personnel Requirements.**

- i. Prior to conducting Operations, User shall provide to the Airport Director a current list of names and contact information, including cell phone numbers, for principal persons who are responsible for the conduct of the Operations and who should be contacted in the event of an emergency ("Responsible Personnel").
- ii. User shall notify Airport Director any time there is a change in or addition to Responsible Personnel.

#### **B. Vehicle and Equipment Requirements.**

- i. Should User become aware of any incident involving a User or User client vehicle, including with staff or the public using the Facilities, User shall notify the Airport Director as soon as practicable.

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### C. Safety Procedures.

- i. User has adopted, and will ensure User staff compliance with safety protocols, including animal handling safety measures and emergency response.
- ii. City shall maintain the Facilities to Airport standards, and at all times free of any structures, vehicles (except for the Aircraft and other permitted vehicles), debris, trash, fencing, etc. Prior to and after conducting any Operations, the User must examine the condition of the Facilities to determine if it is in a safe condition to use for Operations. Any unsafe condition should be immediately reported to the Airport Director and/or Airport personnel.
- iii. In the event of damage resulting from User's Operations or other activities, User must pay for and repair all damages to the Airport and/or Facilities in a timely manner.
- iv. No person employed by or providing services to User shall possess, consume, and/or have in his or her system any alcoholic beverage or illegal drug in or around any areas where Operations are taking place.
- v. User shall cooperate with the City/Airport in notifying pilots, users, and tenants of the Airport about the User's Operations.
- vi. Operational-related notifications of a non-emergency nature should be made to the Airport administrative staff, either in person or by telephone at (831) 636-4365. For occasions when the Airport administrative staff may not be available and the matter requires immediate attention, the Airport Director may be contacted at (831) 902-7433.
- vii. User shall keep all waste associated with the services provided and is solely responsible for its disposal.

### V. **Prohibitions**

User is expressly prohibited from engaging in the following activities or conduct. Any violation of these prohibitions will result in immediate termination of this Agreement.

**A. Prohibitions and Restrictions on Access.** User shall not engage in any services beyond those explicitly permitted in this Agreement. User is specifically prohibited from granting any access to the Facilities or the Airport to any parties other than Responsible Personnel. This restriction also includes User taking reasonable precautions acceptable to City to prevent the accidental access to the Airport by any other parties.

**B. No Assignment.** Use of the Facilities is personal to the User and the rights, privileges, duties, and obligations of the User under this Agreement shall not be assigned, transferred, subcontracted, or delegated in whole or in part. Any

assignment, transfer, subcontract, or delegation, whether voluntary or involuntary, by operation of law or otherwise, is void and shall terminate this Agreement.

- C. Operational Area Restrictions. Operations are strictly limited to the Facilities specified in **Exhibit A**. There may be no storage of equipment or materials on the Facilities or Airport property except for the days User is offering the veterinary services “Clinic”. No modification is permitted to the designated Facilities.

## **VI. Airport User Fees**

User is not required to pay Airport user fees due to the User’s operations providing substantial community benefit to the City and surrounding communities.

## **VII. Agreement Subordinate to Grant Assurances, Agreements with United States and Federal Obligations**

This Agreement shall be nonexclusive and shall always be subordinate to the provisions of any existing or future agreements between the City and the United States Government, or to any order issued by the United States Government, or to any grant assurances of the Airport, or to any of the Airport’s or the City’s federal obligations.

This Agreement, in the City’s sole discretion, is subject to the initial and ongoing approval and consent by the FAA, and is subject to the terms, conditions, and requirements of any existing or future grant agreement(s) or grant assurance(s) at or in connection with the Airport and may be revoked, terminated, or canceled immediately if this Agreement violates any such grant assurance(s) or grant agreement(s) or any FAA regulation or any applicable local state or federal law, policy, rule, permit, standard, or regulation, whether currently in effect, hereafter adopted, or as may be amended, modified, changed, or superseded.

## **VIII. Indemnity**

User agrees, to the fullest extent permitted by law, to indemnify and hold harmless City and its past, present, and future officers, directors, agents, employees, and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omission on the part of User, its owners, officers, directors, agents, representatives, employees, members, visitors, invitees, contractors, or subcontractors, which may arise out of or result from User’s Operations or use of the Facilities and Airport property, and/or activities conducted in connection with or incidental to this Agreement. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, or whether such claims are alleged as common law, statutory, or constitutional claims, or otherwise. This indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to the User or any of its owners, officers, directors, agents, representatives, employees,

members, visitors, invitees, contractors, or subcontractors, or to anyone directly or indirectly employed by any of them.

**IX. Insurance**

[CITY – ENTER INSURANCE REQUIREMENTS PROVIDED BY RISK MANAGER]

**X. Termination of Agreement**

Either Party may terminate this Agreement at any time. The City may terminate this Agreement immediately for safety violations or non-compliance with any Agreement terms herein.

**XI. Compliance with Laws**

The undersigned User certifies that User shall agree to abide by and comply with all Airport Rules and Regulations now in force, or which may hereafter be in force, pertaining to the Airport. The judgement of the Airport Director of the violation of any such law, ordinance, rule, regulation, or requirement shall be conclusive evidence of that fact.

Furthermore, the undersigned User certifies that User shall agree to abide by and comply with all conditions, requirements, and terms of any existing and future federal and state grant agreement pertaining to the Airport.

Failure to comply with any of these certifications shall cause immediate revocation and cancellation of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed by the duly authorized officers and representatives of each of the Parties on the date first shown above.

**CITY OF HOLLISTER**

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David Mirrione, City Manager

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Date

**USER**

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Melanie Scherer, Founder  
Spay Neuter Imperative Project California

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Date

# EXHIBIT A: DESIGNATED FACILITIES

