



PORT OF COLUMBIA COUNTY

TEMPORARY COMMERCIAL LICENSE AGREEMENT

Name of Licensee Columbia County Emergency Management		Licensee Address 230 Strand Street, St Helens, OR 97051	
"Effective Date" 1/15/2026	"Expiration Date" 1/15/2027	Licensee Point of Contact Corey Padron	Licensee Contact Information Phone: (907)617-7617 Email: Corey.Padron@columbiacountyor.gov
Licensed/Permitted Activities ("Activities") Hangars E10-04 and E10-07 may be used for the storage of emergency preparedness materials and equipment, including supplies and tools intended for emergency response and recovery, preventative and/or light maintenance and repairs of disaster response trailers and equipment. Examples of this include sealing surfaces against weather and water, and the temporary removal and reattachment of individual pieces and parts as necessary for such maintenance. Activities include reasonable access to stored equipment for inspection, inventory, training, staging, and deployment during emergency events, as well as limited cleaning of equipment within the hangars using non-hazardous methods and materials. No manufacturing, fabrication, heavy repair, or commercial activity is permitted at any time. Activities shall not obstruct aircraft movement, hangar doors, fire lanes, or required egress, nor interfere with airport operations or adjacent tenants. All materials, including any hazardous or flammable substances, must comply with applicable fire codes, state and federal regulations, airport rules, and lease requirements. The Port reserves the right to inspect the premises at any time to ensure compliance with this section.			
Maintenance Responsibilities ("Specified Maintenance") The hangar shall be maintained in a clean, orderly, and safe condition at all times, and any alteration or changes made to the hangar shall be returned to its original condition upon termination of use or upon request of the Port. Licensee agrees to keep the site free of any debris, weeds and garbage. Upon expiration, remove all items brought on site, including all equipment, and return parcel to same condition as before tenancy or better. Licensee is required to cure any damage to the pavement and landscaping in the adjacent parking area and apron caused by the Licensee, their employees, agents, or contractors.			
"Fee Payment" (Due on the 1st of each month. A \$25 late fee will be assessed after 5 business days.) \$5,000.00 annually or \$417.00 per month. Credit card fees may apply. On July 1st, the Fee Payment may be adjusted based on the impact of inflation on the dollar for the Pacific Region (CPI increase) or by a minimum of 3.5% at the Port's discretion.			Security Deposit N/A
"Site" defined (also highlighted by exhibits attached and incorporated by reference) Hangar E10-04 & E10-07			

This **License Agreement** is entered into on the Effective Date, by and between the **PORT of COLUMBIA COUNTY** ("Port"), and Licensee, to perform Activities at the Site, as defined above. NOW, THEREFORE, and subject to the terms and

conditions below, Port hereby grants to Licensee the non-exclusive use of the Site, and in consideration of the license granted to Licensee herein, Licensee agrees to the following:

1. This License begins on the Effective Date and expires on the Expiration Date. This License may be terminated by either party with 30 days' written notice.
2. Licensee accepts the Site "AS IS" and the Port makes no warranty or guarantee regarding the Site.
3. Licensee shall perform only the Activities listed above. Any other Activities must be approved in advance by the Port. Licensee may not transfer, assign or sublet the Site without express written consent of the Port.
4. Licensee shall comply with all local, state, and federal laws, regulations, ordinances, and orders governing the Site, and to correct at Licensee's expense any failure of compliance with such laws, regulations, ordinances and orders.
5. Licensee agrees to maintain the Site in good condition and to avoid any use which would constitute a nuisance or hazard to the Port, other tenants, owners, or users of neighboring property. Port acknowledges and agrees that the permitted Activities listed above will not be deemed or considered a nuisance or hazard. Licensee agrees that any environmental or property damage caused, either directly or indirectly, by Licensee on the Site or because of Licensee's use of the Site shall be entirely Licensee's responsibility and Licensee shall be liable for any damages directly or indirectly caused.
6. Licensee shall remove all equipment, refuse and other materials brought onto the Site by Licensee. Failure to remove any such materials by the Expiration date will result in a \$50 daily fee for each day the equipment, refuse and or any other materials related to the event remain on the Site.
7. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act Licensee shall defend (using legal counsel reasonably acceptable to the Port), indemnify, and hold harmless the Port, its commissioners, directors, volunteers, agents and employees, from and against and reimburse the Port for any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties (collectively "Costs") which may be imposed upon, claimed against or incurred or suffered by the Port and which, in whole or in part, directly or indirectly, arise from the following, unless exclusively resulting from the Port's gross negligence or willful misconduct: (1) any act, omission or negligence by Licensee; (2) any use, occupation, management or control of the site or Activities, by Licensee, whether or not due to Licensee's own act or omission and whether not the resulting damage occurs at the site; and (3) any condition created on or adjacent to the site by Licensee, including without limitation any accident, injury or damage occurring in or on that site after the License grant date. For purposes of (1) through (3), Licensee includes partners, officers, directors, employees, agents, invitees, and contractors of Licensee.
8. Licensee shall procure and continuously maintain all insurance checked below:

Aircraft Insurance

General Liability Insurance with initial limits not less than \$2,000,000 for bodily injury and property damage for any one accident or occurrence, unless otherwise modified by the Port, or alternatively, provide proof of self-insurance.

Automobile Liability Insurance

Umbrella Liability Insurance

Workers Compensation Insurance

Professional Liability Insurance

Property Insurance

Pollution Insurance

Licensee must furnish the Port certificates of all policies of insurance bearing endorsements requiring thirty (30) days written notice to the Port prior to any change or cancellation of the policies and name the Port as an Additional Insured. It shall also include contractual liability coverage for the indemnity provided under this License. The insurance shall be in a form sufficient to protect the Port and Licensee against claims of third persons for personal injury, death or property damage arising from the use, occupancy or condition of the property or improvements on the property. The Port may, by written notice to Licensee, demand that the limits of such insurance be raised. Failure to do so within 30 days of notice shall act to immediately terminate the License. The Port requires and shall be entitled to any broader coverage and/or higher policy limits maintained by the Licensee. All available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be made available to the Port.

9. The Port, its officers, agents, or employees, shall be entitled to enter the Site at any time for reasonable purposes, including, without limitation, inspection of the Site and Activities. The Port shall make a good faith effort to provide reasonable notice before entering the Site.
10. If suit or action is instituted to enforce this License Agreement, or in connection with any claim or controversy arising out of this License Agreement, the prevailing party shall be entitled to recover, in addition to court costs, such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit or action.
11. This License Agreement constitutes the entire agreement between the parties. Any provisions of prior Licenses, agreements or documents which conflict in any manner with the provisions of this License are declared null and void.
12. The Licensee Address listed above is sufficient for official notices to Licensee, and any notices to the Port must be sent to P.O. Box 190, Columbia City, OR 97018 or preferably by email to: bynum@portofcolumbiacounty.org. Any email notice must be confirmed by the Recipient with a written reply.

The undersigned hereby agrees and consents to the terms and conditions of this License, and further states that he/she has authority to sign on behalf of Licensee.

By: (Signature) _____ Date _____

(Print Name/Title) _____

IN WITNESS HEREOF, this License is hereby **GRANTED** on:

By: _____
Amy Bynum, Deputy Executive Director