

# CENTRAL ILLINOIS REGIONAL AIRPORT AUTHORITY

## HANGAR LICENSE AGREEMENT

THIS HANGAR LICENSE AGREEMENT ("License") is made and entered into this \_\_\_\_ day, of \_\_\_\_\_ 2025, by and between the CENTRAL ILLINOIS REGIONAL AIRPORT AUTHORITY, 3201 CIRA Drive, Bloomington, Illinois, hereinafter known as CIRAA, and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter known as LICENSEE;

### WITNESSETH:

IN CONSIDERATION of the covenants and agreements hereinafter set forth on the part of the LICENSEE, CIRAA does hereby grant a license to LICENSEE for access to and occupancy of Hangar **Bay No. \_\_\_\_** in **Row \_\_\_\_** ("Hangar") at the Central Illinois Regional Airport ("Airport"); and

IN CONSIDERATION of the mutual covenants and agreements herein contained, CIRAA and the LICENSEE do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

#### 1. Term

- a. The term of this License shall commence on \_\_\_\_\_, 20\_\_, and continue for a period of one year, terminating on \_\_\_\_\_, 20\_\_.
- b. Upon expiration of the initial term and any option term, LICENSEE may request in writing to continue access to and occupancy of the Hangar. The CIRAA Executive Director is authorized to extend this License for periods of not more than one year, provided that the Airport Executive Director determines that the LICENSEE is not in violation of the terms and conditions hereof and that the Hangar is not planned for demolition or removal within the extension period. In no event shall the total term of this License be more than ten (10) years, until \_\_\_\_\_, 20\_\_, it being CIRAA's intent to consider updating this standard form license, other potential users and uses of the Hangar, and other matters.
- c. In the event LICENSEE shall hold over and remain in possession of the Hangar after expiration of this License without any written extension or renewal, such holding over shall not be deemed to operate as an extension or renewal of this License but shall only create a tenancy from month to month which may be terminated at any time by CIRAA.

2. Licensee's Rights

- a. This License confers the limited right of occupancy of the Hangar, the use of the immediately surrounding area, and the right of ingress and egress to the Hangar over and upon common use areas of the Airport.
- b. LICENSEE acknowledges that it has inspected the Hangar, and LICENSEE accepts and receives the Hangar in an AS IS condition with no warranties of any kind, express or implied, either oral or written, made by CIRAA or any of its agents or representatives.
- c. LICENSEE shall have no right to expand, alter or improve the Hangar, except as may be expressly pre-approved in writing by CIRAA.
- d. This License does not confer any ownership interest in the Hangar or the underlying real property.
- e. Upon performance of the covenants and agreements on the part of LICENSEE to be performed hereunder, CIRAA shall not act or fail to act, except as otherwise provided by this License, in a manner that will prevent LICENSEE from peaceably having and, in accordance with the terms hereof, enjoying the quiet and peaceful occupancy of the Hangar.

3. License Fee

- a. LICENSEE agrees to pay CIRAA as a license fee for the Hangar the monthly fee of \_\_\_\_\_ (\$\_\_\_\_\_). Said monthly payments shall be made upon the date hereof and on the first day of each and every month hereafter. CIRAA will assess a penalty on any balance remaining after the 10th of the month due.
- b. CIRAA may increase the license fee required herein,, provided that (i) the CIRAA Board of Commissioners adopts a fee increase for all similarly situated hangar tenants at a duly-noticed public meeting of the Board, (ii) CIRAA increases the fee no more than one time per year, and (iii) CIRAA provides written notice to LICENSEE of the fee increase.
- c. LICENSEE agrees to pay CIRAA any fees and refundable deposits prescribed by CIRAA for access badge(s) and key(s) to the Hangar.
- d. CIRAA shall be responsible for the cost of electrical service and garbage collection and disposal.
- e. LICENSEE shall also pay all governmental taxes assessed on the Hangar, including taxes assessed on this License, if any. The payment of all taxes on the Hangar by LICENSEE under this License shall be made in full on or before the due date without penalty. In the event LICENSEE shall receive an individual tax bill,

LICENSEE shall deliver the tax bill and full payment of same to CIRAA prior to the due date thereof. In the event the Hangar is included with other premises in a tax bill received by CIRAA, CIRAA shall be paid the pro-rata share attributable to the Hangar by LICENSEE prior to the due date thereof.

4. Permitted Use

- a. The Hangar may be used by LICENSEE for the sole purpose of storing LICENSEE's aircraft, which aircraft must be owned or leased by LICENSEE.
- b. LICENSEE will provide to Airport Administration his/her aircraft type, aircraft registration number and a daytime telephone number. Any change in aircraft ownership shall be reported to Airport Administration within thirty (30) days.
- c. LICENSEE shall be permitted to perform maintenance and preventative maintenance on LICENSEE's aircraft in accordance with 14 C.F.R. Part 43 and the Airport Rules and Regulations and further shall be permitted to store within the Hangar tools and equipment associated with such maintenance and preventative maintenance. LICENSEE will not store fuel and will not fuel or defuel aircraft within the Hangar. LICENSEE shall not store waste oil, gasoline or other flammable or volatile materials within the Hangar.
- d. The Hangar is equipped with electrical service for operation of the Hangar door, lights, and small electrical equipment, all of which shall be limited to temporary use for the benefit of the LICENSEE only.

5. Prohibited Use

- a. LICENSEE shall not conduct commercial aeronautical or non-aeronautical activities in or from the Hangar. Prohibited commercial aeronautical activities include the marketing and sale of products and services to the general public, including any or all of the business activities subject to regulation in the Airport Minimum Standards.
- b. Without limiting the generality of the preceding paragraph, LICENSEE is prohibited from subleasing the Hangar for aircraft storage.
- c. LICENSEE shall not use the Hangar for the storage of vehicles or property not related to the use, operation or maintenance of aircraft, except to the limited extent that the area to be used for such storage is excess to LICENSEE's reasonable needs for aircraft storage and will not derogate the safe and efficient use of the Hangar for aircraft storage, the determination of which shall be at the Airport Executive Director's reasonable discretion.
- d. LICENSEE shall not store non-airworthy or disabled aircraft in the Hangar or immediately surrounding area without the express written permission of the

Airport Executive Director, which permission may set forth a deadline by which LICENSEE shall repair or remove the aircraft.

- e. LICENSEE shall not use the Hangar or immediately surrounding area for the assembly of any kit or experimental aircraft without the express written permission of the Airport Executive Director, which permission may set forth a deadline by which LICENSEE must make the aircraft airworthy.
- f. LICENSEE shall not use the Hangar for residential purposes, including overnight stay in the Hangar or immediately surrounding area.
- g. LICENSEE shall not commit or suffer to be committed any waste within or around the Hangar, or any nuisance. In no event shall any use of the Hangar be permitted which will interfere with the use of the Airport as a public airport.
- h. The provisions of this Paragraph 5 are intended to be administered and interpreted consistent with FAA policy, presently set forth in FAA's *Policy on Non-Aeronautical Use of Airport Hangars*, 81 Fed. Reg. 38,906 (June 15, 2016).

6. CIRAA's Rights

- a. CIRAA reserves the right to maintain and keep in repair the landing area of the Airport and all CIRAA-owned facilities on the Airport, together with the right to direct and control operations on or about the Airport property.
- b. CIRAA reserves the right to further develop and improve the landing area and other portions of the Airport property as it sees fit, regardless of the desires or views of LICENSEE, and without interference or hindrance by LICENSEE. CIRAA shall have no liability for lost revenue or profits that may be caused, directly or indirectly, by capital improvements made by CIRAA to the landing area and other portions of the Airport.
- c. CIRAA reserves the right to take any action considered necessary to protect the aerial approaches of the Airport against obstruction or hazard, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport which, as determined by the FAA, would constitute a hazard to air navigation or, as determined by CIRAA, would limit the safe and efficient use of the Airport.
- d. CIRAA reserves, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Hangar, together with the right to cause in said airspace such noise, vibration, smoke, fumes, glare, dust, fuel, particles and all other impacts as may be inherent in the operation of aircraft, now known or hereinafter developed and used for navigation of or flight in the air, using said airspace for the landing at, taking off from, or operating on or about the Airport.

- e. CIRAA reserves the right to all gas, oil, and mineral rights, as well as archaeological artifacts found in, on or under the Hangar; provided, however, that, subject to all applicable federal, state and local laws, CIRAA, in the exercise of such rights, shall not interfere with the operations of LICENSEE.
- f. CIRAA reserves the right to grant utility and maintenance easements and rights of way for itself and others over, under, through, across or on the areas surrounding the Hangar provided that use will not unreasonably or materially interfere with LICENSEE's use of the Hangar, and provided further that such reservation or grant of rights shall not result in cost or expense to LICENSEE.

7. Access to Premises

- a. LICENSEE and its representative contractors, employees, agents, and invitees and its or their equipment, vehicles, machinery, and other property shall have the right of ingress to and egress from the Hangar for all purposes permitted herein, including by using the rights of way on Airport property leading to and from the Hangar that the Airport Executive Director may reasonably designate from time to time.
- b. Upon at least twenty-four hours advance notice to LICENSEE, CIRAA and the agents and employees of CIRAA may enter into and upon the Hangar for any purposes necessary for, incidental to, or connected with CIRAA's rights and obligations hereunder, provided that in the event of an emergency, advance notice shall not be required, but CIRAA shall provide LICENSEE notice immediately upon learning of an emergency requiring immediate access.
- c. Without limiting the generality of the preceding paragraph, LICENSEE expressly agrees and acknowledges that CIRAA and its agents and employees may access the Hangar at intervals determined by CIRAA for the purpose of determining whether LICENSEE is conducting any prohibited use as provided herein.
- d. Employees of law enforcement agencies, local fire department, public health agencies, Fire Marshal, Federal Aviation Administration and Transportation Security Administration further may access the Hangar for the purpose of inspection and emergency response without hindrance or interference by LICENSEE.

8. Maintenance and Repair

- a. LICENSEE shall provide for all cleaning of the Hangar. LICENSEE shall keep the Hangar in a good state of repair and in a presentable condition.
- b. CIRAA shall be responsible for maintenance and repair of the Hangar, including without limitation electrical, plumbing, painting and structural components. LICENSEE shall notify Airport Administration immediately upon identifying any

items within the Hangar requiring maintenance or repair. CIRAA may invoice LICENSEE for the costs to repair any damage to the Hangar or surrounding areas caused by LICENSEE's intentional, reckless or negligent acts or omissions.

- c. CIRAA shall be responsible for maintenance and repair of the pavements immediately surrounding the Hangar. LICENSEE shall notify Airport Administration immediately upon identifying any damage to the pavements, including pavement degradation that may result in the creation of Foreign Object Debris.
- d. CIRAA shall be responsible for snow removal on pavements surrounding the Hangar, provided that CIRAA makes no representation or warranty as to the time period in which snow removal shall be conducted.
- e. CIRAA agrees to provide refuse collection services on a monthly basis. LICENSEE agrees that only landfill-acceptable refuse will be disposed of for collection by CIRAA and that LICENSEE shall not bring refuse on to the Airport for disposal. LICENSEE further agrees that throughout the term of this License and upon termination, all refuse, including tires, oil, paint, solvent or any materials known to be unacceptable for normal landfill disposal shall be disposed of properly by LICENSEE off Airport property.

#### 9. Indemnification and Insurance

- a. LICENSEE shall indemnify, save and hold CIRAA and its, Board members, directors, and employees harmless from and against any and all claims, demands, actions, or cause of action, costs, and expenses, including without limitation attorneys' fees, for or on account of any property damage or loss, including without limitation environmental damage, injuries, deaths, occurrences or events arising out of, or incidental to, the Hangar and adjacent thereto, occasioned by any act or negligence on the part of LICENSEE, its agents, invitees, servants or employees.
- b. Nothing herein shall be interpreted or construed to waive any immunity or defense available to CIRAA under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 *et seq.*
- c. LICENSEE shall maintain throughout the term Aircraft Liability and Airport Premises Liability instance in an amount not less than \$1,000,000 combined single limit, limited to \$100,000 passenger bodily injury each passenger; each occurrence.
- d. LICENSEE's insurance coverage shall (i) name CIRAA and its respective Board members, officers, and employees as Additional Insured as respects to liability coverage; (ii) provide that insurance is primary and without right of contribution as to any other insurance maintained by CIRAA; and (iii) provide CIRAA with a

certificate(s) of insurance evidencing the required insurance, including 30 days written notice of cancellation or non-renewal.

#### 10. Compliance with Law

- a. LICENSEE shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, county, local and other governmental authorities now or hereafter applicable to the Hangar and to the Airport or to any adjoining public ways, or to the manner of use or the condition of the Hangar and the Airport or of adjoining public ways, provided that nothing contained herein shall be construed as estopping or preventing LICENSEE from contesting in good faith the validity or applicability to LICENSEE's operations hereunder of any such statute, law ordinance, order, judgment, decree, regulation, direction or requirement including the exhaustion of all appeal rights.
- b. LICENSEE shall comply with the Airport Rules and Regulations as adopted and amended by CIRAA from time-to-time, provided that the Rules and Regulations shall not materially interfere with LICENSEE's ingress and egress to the Hangar.
- c. LICENSEE's use of the Airport for aeronautical activities, including the operation of aircraft both within and beyond the Hangar, shall be in accordance with applicable rules promulgated by the FAA, including without limitation 14 C.F.R. Part 91; Notices to Airmen; the Airport Rules and Regulations; and any orders or directives issued by CIRAA on the conduct of aeronautical activities at the Airport. LICENSEE acknowledges that violation of applicable requirements concerning the conduct of aeronautical activities may be deemed to constitute an event of default hereunder.
- d. LICENSEE shall comply with the civil rights nondiscrimination requirements set forth in Exhibit A.

#### 11. Security

- a. LICENSEE hereby acknowledges that CIRAA is required by 49 C.F.R. Part 1542, as amended from time to time ("Part 1542"), to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to those areas of the Airport used for the landing, taking-off, movement, and parking of aircraft ("AOA"), and/or the Security Identification Display Area as defined in Part 1542 ("SIDA"). LICENSEE understands that CIRAA has met said requirements by developing an Airport Security Program ("ASP") for the Airport, and LICENSEE warrants, covenants and agrees to be fully bound by and immediately responsive to the requirements of Part 1542 and the ASP in connection with LICENSEE's exercise of the privileges granted hereunder.

- b. LICENSEE hereby acknowledges that it understands that Airport security procedures shall include but not be limited to: (i) fencing and locked gates; (ii) CIRAA-approved badging, badge display, escort and challenge procedures applicable to persons authorized to enter the SIDA and/or the AOA; (iii) an electronic entry control system or a manned guard system where gates or doorways cannot reasonably be controlled by locks; and (iv) other facilities and procedures as may be required to control the entrance of persons and vehicles onto the SIDA and/or AOA.
- c. LICENSEE shall not do or permit its agents, invitees, servants or employees to do anything at the Airport that would be in conflict with or violate the requirements of any federal, state, or local law, regulation or security directive regarding airport security, Part 1542, or the ASP, as they may be amended from time to time. LICENSEE shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions required to ensure that LICENSEE's agents, invitees, servants and employees are in compliance with all security requirements. LICENSEE shall be responsible for all costs associated with obtaining such badge and/or access privileges.
- d. If a prohibited incursion into the AOA occurs, or if the safety or security of the AOA or other sterile area is breached by or due to the negligence or willful act or omission of LICENSEE or any of its agents, invitees, servants or employees, and such incursion or breach results in a civil penalty action being brought against CIRAA by the U.S. Government, LICENSEE shall reimburse CIRAA for all expenses, including without limitation attorneys' fees and litigation expenses, incurred by CIRAA in defending against the civil penalty action and for any civil penalty or settlement amount paid by CIRAA as a result of such action or inaction, incursion or breach. CIRAA shall notify LICENSEE of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government related to action or inaction of LICENSEE.

12. Sublease and Assignment.

- a. LICENSEE shall have no right to sublease the Hangar or assign this License. Without limiting the generality of the foregoing, LICENSEE acknowledges that it shall have no right to assign this License to the purchaser of LICENSEE's aircraft stored in the Hangar.
- b. CIRAA reserves the right to assign this License to a successor-in-interest of CIRAA without LICENSEE's consent.

13. Termination

- a. Unless otherwise specifically provided in this License, CIRAA may terminate this License if LICENSEE fails to comply with any provision of this License, provided that CIRAA shall provide written notice to LICENSEE of its breach of

the License and LICENSEE shall have thirty (30) days to cure such breach (which may be extended as necessary if the cure would reasonably be expected to require additional time). Failure of CIRAA to provide written notice of noncompliance for any event shall not operate as a waiver of noncompliance for any similar and subsequent event.

- b. In the event that LICENSEE ceases to use the Hangar for permitted uses as set forth in this License for a continuous period of more than two (2) months, CIRAA shall provide written notice of the same to LICENSEE, and LICENSEE shall have the opportunity to cure as provided in subsection (a) above.
- c. LICENSEE shall have the right, upon 30 days written notice to CIRAA, to terminate this License for any reason.

#### 14. Expiration and Surrender

- a. Upon the expiration or earlier termination of this License, LICENSEE's right of access to and occupancy of the Hangar shall cease, and LICENSEE shall surrender the same to CIRAA.
- b. The Hangar will be returned to CIRAA in the same condition as it existed upon the execution of this License, and in a broom-clean condition, ordinary wear and tear excepted. Should LICENSEE fail to fulfill this requirement, CIRAA shall assess a cleaning fee.
- c. LICENSEE will return keys and badges immediately to Airport Administration or be charged for any additional month's license fee until they are returned.
- d. LICENSEE shall remove all personal property and refuse prior to surrendering the Hangar.

#### 15. Subordination

- a. This License is subject and subordinate to any existing or future agreements between CIRAA and the United States Government or governmental authority, relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose and use Passenger Facility Charges (14 C.F.R. Part 158) ("PFCs") for the improvement or development of the Airport. LICENSEE shall not cause CIRAA to violate any assurances made by CIRAA to the United States Government in connection with the granting of federal funds or the approval of such PFCs. If the FAA or its successor requires modifications or changes to this License as a condition precedent to the granting of funds for the improvement of the Airport or otherwise, LICENSEE agrees to consent, without compensation, to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this License.

- b. This License is subordinate to the rights of the United States Government to operate the Airport, or any part thereof, during time of war or national emergency. Such rights will supersede any provisions of this License inconsistent with the operation of the Airport, or any part thereof, by the United States Government.

16. General Provisions

- a. The laws of the State of Illinois shall govern the validity, interpretation, performance and enforcement of this License. It is agreed by the parties hereto that any action at law, suit in equity, or other judicial proceeding to enforce or construe this License, or regarding its alleged breach, must be instituted only in the Circuit Court of the Eleventh Judicial Circuit, McLean County, Illinois.
- b. If any covenant, condition, or provision in this License is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or conclusively determined to be inconsistent with federal law or Federal Aviation Administration grant assurances, such covenant, condition, or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this License shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either CIRAA or LICENSEE in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this License. LICENSEE agrees to consent without compensation to such amendments or deletions of any of the covenants, conditions, or provisions of this License.
- c. In addition to the provisions above, in the event of any failure of either party to comply with the terms, conditions and covenants of this License, the other party may seek further relief and additional remedies to the fullest extent permitted by law, including but not limited to monetary damages and injunctive relief.
- d. This License is not intended to and shall not be construed to give any third party any interest or rights with respect to or in connection with any agreement or provision contained herein.
- e. No Commissioner of CIRAA, Director, member, owner, officer, Board member, employee, or other agent of either party will be charged personally or held contractually liable by or to the other party under any term or provision of this License or because of any breach hereof or because of its or their execution of the License. Any administrative complaint brought against CIRAA relating to any aspect of this License must be brought against CIRAA and not against named individual respondents.
- f. Nothing herein shall be construed to grant LICENSEE an exclusive right to engage in aeronautical activities on an exclusive basis in a manner contrary to 49

U.S.C. § 40103 or FAA Advisory Circular 150/5190-6, as the same may be amended.

- g. The parties acknowledge that they have thoroughly read this License, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this License is the result of negotiations between the parties and shall not be construed against CIRAA by reason of the preparation of this License by CIRAA.
- h. This License may not be modified orally or in any manner other than by agreement in writing signed by the parties or their respective successors in interest.
- i. This License, including the attached exhibits, embodies the entire agreement between CIRAA and LICENSEE relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between CIRAA and LICENSEE relating thereto.

IN WITNESS WHEREOF, CIRAA and LICENSEE have caused these present to be signed in duplicate on the day and year first above written.

Central Illinois Regional Airport Authority

Licensee

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Licensee

Aircraft No. & Type: \_\_\_\_\_

Day Telephone: \_\_\_\_\_

Exhibit A  
Civil Rights Nondiscrimination

- A. In all its activities within the scope of its airport program, LICENSEE agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If LICENSEE transfers its obligation to another, the transferee is obligated in the same manner as LICENSEE. This provision obligates LICENSEE for the period during which the property is used or possessed by LICENSEE and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- B. During the performance of this License, LICENSEE for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
1. 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);
  2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
  3. 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);
  4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*) as amended (prohibiting discrimination on the basis of disability), and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadening 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 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);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits 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) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-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;

11. 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 proficient (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 (2005)]; and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq.)

C. LICENSEE, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, 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 LICENSEE will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, CIRAA will have the right to terminate this License and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the License had never been made or issued.

D. During the performance of this License, LICENSEE, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations: LICENSEE will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this License.

2. Nondiscrimination: LICENSEE, with regard to the work performed by it during the License, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LICENSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by LICENSEE 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 LICENSEE of contractor's obligations under this License and the Nondiscrimination Acts and Authorities.

4. Information and Reports: LICENSEE 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 CIRAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, LICENSEE will so certify to CIRAA or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of LICENSEE's noncompliance with the non-discrimination provisions of this License, CIRAA will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this License, in whole or in part.

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