



1           3.     **Storage.** The Ramps shall at all times when not in use be stored in  
2 an area designated by City's Airport Manager. Airline shall be solely responsible for  
3 returning the Ramps to their proper storage area after each instance in which the Ramps  
4 are utilized by Airline.

5           4.     **Operation.** Airline agrees that the Ramps will be operated only by  
6 trained personnel employed by Airline and/or trained personnel subcontracted by Airline  
7 to perform services related to the accommodation of disabled and/or physically  
8 challenged individuals. Airline further acknowledges that the manufacturer of the  
9 respective Ramps will train certain key personnel of the Airline or such subcontractor who,  
10 in turn, will be solely responsible for properly training other employees of Airline or  
11 subcontracted personnel in the use and operation of the Ramps. Airline shall be solely  
12 responsible for the operation of, training, and supervision of employees or subcontracted  
13 personnel for all functions, movement and/or storage of the Ramps.

14           5.     **Maximum Ramp Platform Capacity.** Airline acknowledges that the  
15 Ramps are for use by disabled or physically challenged individuals and that the maximum  
16 capacity is 3,000 pounds. Airline further acknowledges that the Ramps are not to be  
17 used at any time for the lifting of cargo or other freight. Airline acknowledges that  
18 additional restrictions upon the use and operation of the Ramps are contained in the  
19 respective manufacturers' handbooks.

20           6.     **Maintenance of Log.** Airline shall be required to maintain a written  
21 log documenting the date, time, flight number and name of the Ramp operator, wherein  
22 the Ramp was utilized to transport a disabled or physically challenged individual. Said  
23 log shall also document any malfunction or irregularity observed or noted by Airline's  
24 employee in the operation or use of the Ramp. In the event a malfunction or other  
25 irregularity is noted by Airline's employee, such malfunction and/or irregularity shall be  
26 brought to the attention of City's Airport Manager, in writing via email or facsimile (562-  
27 570-2614), within 24 hours after such malfunction or irregularity has been noted.

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1           7.     **Maintenance.** During the term of this Agreement, City will, at its  
2 own expense, furnish any and all necessary maintenance services, including scheduled  
3 preventative maintenance, based on the specific needs of the Ramps. Airline  
4 acknowledges and agrees that it has received, concurrently with the execution of this  
5 Agreement, an Operations Manual and Airline further acknowledges and agrees that  
6 neither it nor its employees will take or perform any action that would in any manner be  
7 contrary to the Operations Manual or would otherwise serve to void the warranty issued  
8 in connection with the purchase of the Ramps by City.

9           8.     **Damage.** Airline acknowledges that it shall be solely responsible for  
10 all costs, including labor, equipment, parts and/or materials, incurred by City in  
11 connection with damage to the Ramps caused by the negligence or use by Airline, its  
12 employees, subcontractors or agents. Airline shall not be responsible for such costs  
13 resulting from any other causes, including without limitation damage caused by City or  
14 other airlines or normal wear and tear.

15           9.     **Non-exclusive Use.** Airline's use of the Ramps is non-exclusive  
16 and City may, as it deems fit, allow, permit or license others to use the Ramps on terms  
17 and conditions acceptable to City, provided, however, such use shall not unreasonably  
18 interfere with Airline's rights and obligations hereunder. The Ramps shall be available to  
19 each Airline operating at the Long Beach Airport on a "first come, first served" basis.

20           10.    **No Fee.** There shall be no fee payable by Airline to City for the use  
21 of the Ramps. Airline agrees that it, in turn, will not impose any charge or fee to disabled  
22 or physically challenged individuals who require use of the Ramps.

23           11.    **Insurance.** Airline shall procure and maintain at its expense during  
24 this Agreement insurance from an insurer that is satisfactory to City and approved by the  
25 City's Risk Manager, which insurance shall, at a minimum, provide the following:

26                   (a)    Comprehensive general liability insurance or self-insurance  
27 naming the City, its officials, employees and agents as additional insureds from and  
28 against any claims, demands, causes of action, expenses, costs, or liability for injury to or

1 death of persons, or damage to or loss of property arising out of or in any manner  
2 connected with Airline's performance under this Agreement in an amount not less than  
3 Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Two  
4 Million Dollars (\$2,000,000.00) general aggregate;

5 (b) Worker's compensation insurance as required by the Labor  
6 Code of the State of California;

7 (c) Automobile liability insurance in an amount not less than One  
8 Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and  
9 property damage covering owned, non-owned, and hired vehicles.

10 Any self-insurance program or self-insured retention must be separately  
11 approved in writing by City and shall protect City, its officials, employees and agents in  
12 the same manner and to the same extent as they would have been protected had the  
13 policy or policies not contained retention provisions.

14 Airline shall deliver to City certificates of insurance for approval as to  
15 sufficiency and form prior to the start of performance hereunder. "Claims made" policies  
16 of insurance are not acceptable unless the City Risk Manager determines that  
17 "occurrence" policies are not available in the market for the risk being insured. If a  
18 "claims made" policy is accepted, it must provide for an extended reporting period of not  
19 less than 180 days. Such insurance as required herein shall not be deemed to limit  
20 Airline's liability related to performance under this Agreement. Any modification of the  
21 insurance requirements (as they pertain to this Agreement) herein shall only be made  
22 with the approval of City's Risk Manager. The procuring of insurance shall not be  
23 construed as a limitation on liability or as full performance of the indemnification of this  
24 Agreement. Airline may require similar insurance coverage from any contractor who  
25 either operates the Ramps or performs any maintenance whatsoever on the Ramps.

26 12. **Indemnity.** Airline shall protect, defend, indemnify and hold City, its  
27 officials, employees, and agents (for purposes of this paragraph, collectively referred to  
28 as "City") harmless from and against any and all third-party claims, demands, causes of

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333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 action, loss, damage (whether personal injury or property damage), and liability, whether  
2 or not reduced to judgment, which may be asserted against City arising from or  
3 connected with Airline's use or storage of the Ramps as described in this Agreement, and  
4 from any act, omission, misrepresentation, willful misconduct, or negligence (active or  
5 passive) by Airline, Airline's employees or agents, any of which is connected in any way  
6 with the Airline's use or storage of the Ramps as described in this Agreement, except to  
7 the extent of City's negligence or willful misconduct. If it is necessary for the purpose of  
8 resisting, adjusting, compromising, settling, or defending any claim, demand, cause of  
9 action, loss, damage, or liability, or of enforcing this provision, for City to incur or to pay  
10 any expense or cost, including attorney's fees or court costs, Airline agrees to and shall  
11 reimburse City within a reasonable time. Airline shall give City notice of any claim,  
12 demand, cause of action, loss, damage, or liability within ten (10) calendar days of  
13 Airline's receipt of such notice.

14           **13. Termination.** Either City or Airline shall have the right to terminate  
15 this Agreement for any reason or for no reason at any time by giving fifteen (15) calendar  
16 days written notice to the other party. A party giving notice as provided for by this  
17 Agreement shall send the notice by United States Mail, postage prepaid, to the address  
18 of the other party as set forth in this Agreement, or to the address as designated by a  
19 party in writing.

20           To: JETBLUE AIRWAYS CORPORATION  
21                Attn: Legal Department  
22                118-29 Queens Blvd.  
23                Forest Hills, NY 11375-7203

24           To: CITY OF LONG BEACH  
25                Airport Manager  
26                4100 Donald Douglas Drive  
27                Long Beach, CA 90808

28           **14. Amendment.** This Agreement may be modified, amended or  
supplemented only by a writing signed by the parties or the authorized agents or  
employees of the parties to this Agreement.

1                   15.    **Subcontractors.** Upon entering into any subcontracts for any of the  
2 performance or performances contemplated under this Agreement, Airline shall give City  
3 commercially reasonable notice of such subcontract.

4                   16.    **Assignment and Successors.** Airline shall not assign this  
5 Agreement, whether by operation of law, or otherwise, in part or in full, except in writing  
6 and with the prior written approval of City and subject to the terms and conditions as City,  
7 in City's sole discretion, may deem necessary.

8                   17.    **No Waiver of Performance.** Failure by any party at any time to  
9 require performance by another party or to claim a breach of any provision of this  
10 Agreement will not be construed as a waiver of any right accruing under this Agreement,  
11 nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any  
12 part of this Agreement, nor prejudice any party in regard to any subsequent action.

13                   18.    **Entire Agreement.** This Agreement constitutes the entire  
14 agreement between Airline and City with respect to the subject matter of this Agreement  
15 and no representation or statement not contained in the main body of this Agreement  
16 shall be binding on City or Airline.

17                   19.    **Governing Law.** This Agreement shall be construed by and  
18 governed by the laws of the State of California.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to  
be duly executed with all the formalities required by law as of the date first stated.

"Airline"

JETBLUE AIRWAYS CORPORATION,  
a Delaware corporation

By: [Signature]  
Title: Area Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

"City"

CITY OF LONG BEACH,  
a municipal corporation

By: [Signature] ASSISTANT  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

Approved as to form this 2 day of January, 2007.

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy

06-03080