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(213) 202-2633 FAX (213) 202-2614

January 3, 2022

Jason Mansfield  
President, SFV R/C Flyers club #152  
P.O. Box 16188  
Encino, CA 91416

Dear Mr. Mansfield:

The City of Los Angeles (CITY), Department of Recreation and Parks (hereinafter RAP) hereby grants permission to the San Fernando Valley R/C Flyers Club #152 (hereinafter PERMITTEE), at the Woodley Park Model Airplane Fields (hereinafter PREMISES), subject to the following terms and conditions:

RAP COORDINATION

The Valley Region Superintendent of the Recreational Services Branch, and his designee, is specifically designated as the RAP representative for this permit, and is empowered by the RAP to conduct inspections of the permitted premises, evaluate PERMITTEE'S conformance with the terms and conditions of this permit, and inform the RAP fully as to PERMITTEE'S operations and maintenance of the premises. PERMITTEE shall contact the aforementioned Superintendent, at least five (5) working days prior to the initiation of any proposed work at the premises and inform him/her of the starting date of said work after obtaining approvals.

1. PURPOSE

PERMITTEE pursues the hobby of flying model airplanes in Woodley Park. It is mutually agreed that issuance of a permit is desirable and will benefit the RAP and model airplane hobbyists due to the unique nature of the activity, which requires field coordination by the various clubs and other groups wishing to fly model airplanes. The RAP proposes to issue a one-year permit for PERMITTEE the exclusive access and right to operate and conduct scheduled events at PREMISES.

2. PREMISES

PREMISES are located in Woodley Park, 6351 Woodley Avenue, Van Nuys, Calif. 91406, and designated as the Woodley Park Model Airplane Fields, and aka: Apollo Field. PREMISES include the "pattern flight airspace," Helicopter and Park Flyer Airspace, a restroom building, a picnic area, and a parking lot. Such use shall include



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the right to improve the premises consistent with the purposes of this permit and the conditions contained herein and with the prior approval of the RAP. PERMITTEE must submit all plans to RAP for review and written approval prior to any work being performed. There is no electricity at PREMISES.

3. TERM

This permit shall be effective on January 1, 2022 and shall thereafter be revocable at any time by PERMITTEE or by SUPERINTENDENT, upon the giving of at least thirty (30) days written notice to the other party stating the date upon which this permit shall terminate. However, in no case shall the term of this permit extend beyond midnight, January 1, 2023. The right of SUPERINTENDENT to revoke this permit is and shall remain unconditional. Neither RAP, nor any board, officer, or employee thereof, shall be liable in any manner to PERMITTEE because of such revocation.

Permit renewal shall be made annually, by PERMITTEE, by written request only. The right of SUPERINTENDENT to renew this permit is and shall remain unconditional.

4. RENTAL

In-lieu of rental payment, PERMITTEE shall perform at least \$5,000.00 of maintenance, turf or ground repair, and/or donations of equipment and/or upgrades, of any kind. Use of the premises for purposes not expressly permitted herein, whether or not approved in writing by RAP, may result in revocation of permit.

PERMITTEE shall submit proposal of upgrades or other reports to:

Department of Recreation and Parks  
Valley Region  
6335 Woodley Avenue  
Van Nuys, CA 91406  
Attn: Ms. Paola Monzon  
Stop 680

5. INSURANCE AND INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, PERMITTEE shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or

injury to any person, including PERMITTEE'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by PERMITTEE, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

CA # 3018033

6. ENCUMBRANCE OF PERMIT

No assignment, sublease, transfer, gift, hypothecation of grant or control, or other encumbrance of this permit, or any interest therein or any right or privilege hereunder, whether voluntary or by operation of law, shall be valid for any purpose unless made in writing and approved by the Valley Superintendent, or designee, in writing.

7. PERMITTEE RESPONSIBILITIES

Complete accounting records shall be maintained by the PERMITTEE, and shall be available at any time to the RAP auditors or other authorized RAP personnel. In the event that a field audit is performed by or on behalf of the RAP, the auditor or the RAP will have the right to remove documentation as needed from the field location.

8. OPERATING RESPONSIBILITIES

Cleanliness and Safety:

PERMITTEE shall clean the meeting room structure and work with RAP staff in cleaning and maintaining the public restrooms.

Damage to Premises:

PERMITTEE shall immediately repair any damages to PREMISES that is caused by its restoration, refurbishment and repair. All damages must be repaired or replaced by utilizing the same specific type of equipment and/or materials.

PERMITTEE recognizes that any damage caused by it, which remains unrepaired, may constitute a hazard to public safety and cause for cancellation of the permit.

Improvements:

PERMITTEE shall be responsible for the full cost of any additional improvements and alterations including the cost of obtaining all necessary building, utility, and other required permits associated with their construction. All improvements made by PERMITTEE on the premises shall become the property of the RAP and shall be subject to this agreement immediately upon satisfactory completion and acceptance of

construction by the RAP.

**Conduct:**

PERMITTEE shall at all times ensure that the employees, volunteers, members, and guests of PERMITTEE conduct themselves in a quiet and orderly manner and in compliance with park regulations. PERMITTEE shall respect and use all reasonable effort to protect the enjoyment of park patrons.

**Hours of Operation:**

PERMITTEE shall use the premises during park hours. Any use of the premises outside of regular park hours must be requested in advance and approved in writing by the RAP.

**Use of Area:**

PERMITTEE shall not interfere with the public's enjoyment and use of the surrounding public property and recreational areas for the purposes for which they were intended. PERMITTEE shall not use the permitted premises for any purpose which is not essential to the club operations. Except as otherwise provided herein, PERMITTEE shall not rent, sell, lease or offer any space for storing of any article or articles whatsoever within or on the permitted premises other than model airplane-related equipment, without the written consent of the RAP. Sub-leasing or -licensing of any of the facility under this permit is subject to prior approval by the Superintendent, Valley Region.

**Film Permits and Special Events:**

PERMITTEE shall not authorize any filming on the premises by any commercial or other production company. Any requests for commercial filming on the premises shall be referred to the RAP film office at 323-644-6220. The film office is the sole source of authorization for commercial filming on RAP property. Any monies realized by commercial filming on the premises or any place else within the park will accrue to the RAP.

RAP shall coordinate any filming requests with PERMITTEE prior to authorizing filming on the premises. PERMITTEE shall not unreasonably deny use of the premises for filming on dates when the premises are not being used for Model airplane flying. PERMITTEE agrees to cooperate with any entity that has a film permit to use the area in and around the model airplane area.

RAP retains the right to the use of the Flight Field for special events. RAP will notify PERMITTEE 60-days in advance of a date for use for a special event. Special events may suspend Flight Field operations for up to and no more than two weeks (14 days) for any one special event.

**Permits and Licenses:**

PERMITTEE shall obtain, at PERMITTEE'S sole expense any and all permits or licenses that may be required in connection with restoration, refurbishment and maintenance of premises or other activities of the PERMITTEE on premises.

**Security of PERMITTEE'S Property:**

PERMITTEE has sole responsibility for the security of its equipment, displays, tools and other property.

**PERMITTEE'S Schedule:**

PERMITTEE shall submit to RAP a complete schedule of flying times, tournaments, and other events, simultaneous and at the same time of the ratification by PERMITTEE. Without such schedule, PERMITTEE shall not have access, of any type, to the Model Airplane Fields at Woodley Park.

PERMITTEE agrees not to use the premises in any manner, even if the use of such premises is enumerated herein, that will cause the cancellation of any insurance policy for such premises. No offensive or refuse matter, or any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by PERMITTEE to be or remain, and PERMITTEE further agrees not to keep on the PREMISES or permit to be kept, used, or sold, anything prohibited by any policy of fire insurance covering the PREMISES or any structure erected thereon.

**9. UNMANNED AIRCRAFT**

PERMITTEE may allow the flying of unmanned aircraft (aka: DRONES) under the conditions of City Ordinance 183912, Section 56.31 (UNMANNED AIRCRAFT SYSTEMS).

Violations of any of the conditions OF SECTION 56.31 may result in termination of the right to use the Flight Field by the individual violator, or even termination of PERMIT by the PERMITTEE, at the discretion of RAP (see §20).

Unmanned aircraft may be flown only in Pads 2 and 3 (see Layout map).

**10. FUND RAISING**

PERMITTEE shall not conduct any fund raising events on RAP-owned or controlled property without first obtaining the written permission of RAP. PERMITTEE shall pay all costs of any approved fund raising programs, and shall share the subsequent gross receipts in accordance with RAP'S Manual of Rates and Fees instructions.

All funds (including fees, commissions, grants, donations, etc.) received by PERMITTEE in connection with matters covered by this Permit or programs or activities conducted on the Premises shall be applied exclusively to the delivery and management of programs and activities and for the Premises covered under this Permit.

11. CHARGES AND ADMISSIONS

PERMITTEE shall not charge in any manner or make collections from persons attending the activities for which the Permit is issued. No fee will be assessed for patron parking or admission to the Premises other than for special events for which such charges are approved in advance by the RAP. Special events will require a separate additional permit and fees.

12. SALES OF MERCHANDISE, FOOD AND REFRESHMENTS

PERMITTEE may not operate a concession stand on the Premises.

13. OUTDOOR SIGNS

All outdoor signs on the premises shall be subject to prior review and approval by the RAP. No outdoor commercial signs will be permitted.

14. GAMBLING, ALCOHOLIC BEVERAGES, ILLEGALLY CONTROLLED SUBSTANCES, AND FUND-RAISING

PERMITTEE shall not permit nor allow the sale, possession, or consumption of alcoholic beverages, nor the possession or use of illegally controlled substances on the premises. Gambling, including the sale of California State lottery tickets, is not permitted on the premises.

PERMITTEE shall not conduct FUND-RAISING activities at the premises without first obtaining written permission from the RAP.

15. WAIVER

The waiver by RAP of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition herein contained.

16. RESTORATION, REFURBISHMENT, AND MAINTENANCE

All structural or other improvements and equipment constructed or installed by PERMITTEE in the premises areas, including the plans and specifications therefore,

shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances, building codes, rules and regulations of RAP and such other authorities that may have jurisdiction over the facility areas or PERMITTEE'S operations therein. The approval by RAP as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with PERMITTEE. PERMITTEE at its sole cost and expense shall also procure all building, fire, safety and other permits necessary for the construction of the structural and other improvements, and installation of the equipment.

In addition, PERMITTEE shall require by any contract that it awards in connection with the structural or other improvements, the installation of any and all equipment that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, and submit to RAP evidence of required insurance coverage.

All construction work done, equipment supplied, installed and furnished by PERMITTEE pursuant to this Section shall be at its sole cost and expense, free and clear of liens for labor and material and PERMITTEE shall hold RAP harmless from any liability in respect thereto. The PERMITTEE shall require its contractor(s) to post a contractor's and payment bond in an amount and form as specified by the RAP.

PERMITTEE shall not make any structural alterations to the airplane fields, or any other facility within the model airplane field vicinity without first obtaining RAP'S written consent. However, PERMITTEE may make nonstructural alterations which the operation demands in order to promote efficiency in the operation thereof. Witten permission of RAP is required for any and all alterations.

#### 17. RAP RESPONSIBILITY

RAP shall be responsible for maintaining the fencing, trees, and other landscape on premises. The RAP shall also maintain the public restrooms. Periodically, PERMITTEE shall meet and confer with the RAP to discuss the condition of the area. RAP shall use its best efforts to maintain the landscape according to the best standards and practices. Any work requested by PERMITTEE shall be requested according to customary RAP procedures. Should any injury and/or damage occur while any member of the PERMITTEE association is operating RAP equipment, the PERMITTEE agrees to be responsible for such injury and/or damage.

#### 18. REMEDIES

In the event that any dispute arises in the interpretation of the performance of the terms of this permit, it is understood and agreed by and between the parties thereto that the RAP shall have the right to make a final determination of any and all disputes and such determination shall be binding upon the parties thereto, provided, however, that such final determination shall not deprive the parties to any legal or equitable remedy they

may have in a court of law. PERMITTEE and RAP covenant to cooperate with one another in all reasonable respects necessary to consummate the transaction contemplated by this permit, and each will take all reasonable action within its authority to secure cooperation of its officials, officer, agents, and other third parties.

19. NON-DISCRIMINATION

Said premises and all authorized services related thereto as set forth herein will be available for use and enjoyment by the public without regard to race, religion, natural origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, or medical condition.

Pursuant to the requirements of Section 10.8.2 of the Los Angeles Administrative Code, PERMITTEE agrees that in the performance of this permit it will not discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, age, religion, national origin, ancestry, sex, sexual orientation, physical handicap, marital status, or medical condition.

20. ORDINANCE NO. 187134

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The Contractor shall retain such proof for the document retention period set forth in this Agreement. The Contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

21. REVOCAION OF PERMIT

RAP may revoke this PERMIT at any time should PERMITTEE not fully comply with the conditions contained herein. Upon receipt of a written notice of revocation, PERMITTEE agrees to discontinue occupancy and/or any work being performed on or within the PREMISES.



22. DEPARTMENT AUTHORITY

PERMITTEE shall at all times abide by the rules, regulations, policies, and procedures, adopted by RAP or that may hereafter be adopted, and shall cooperate fully with RAP employees in the performance of their duties. Said rules and regulations will not unreasonably interfere with the basic uses by PERMITTEE, provided for herein.

23. PERMIT CONTAINS ENTIRE AGREEMENT

This permit may be amended at any time during the term hereof by the express written agreement of the parties signed by their respective authorized representatives. Except as otherwise expressly stated or referenced herein, this permit represents the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions and agreements.

24. PERMITTEE REPRESENTATIVE

PERMITTEE representative shall be Mr. Jason Mansfield, President of the San Fernando Valley R/C Flyers.

Mr. Jason Mansfield  
President, SFV R/C Flyers club #152  
[jasonm5115@gmail.com](mailto:jasonm5115@gmail.com)  
818-634-9240  
P.O. Box 16188  
Encino, CA 91416

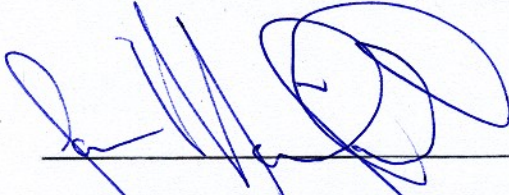
25. PERMIT NOTIFICATIONS

PERMITTEE shall submit all correspondence, including any desired modifications or permit renewals, in writing, to:

City of Los Angeles  
Department of Recreation and Parks  
Valley Region  
6335 Woodley Avenue, Van Nuys, CA 91406  
Attention: Ms. Paola Monzon  
Telephone: (818) 756-8187 FAX:(818) 786-8415

San Fernando Valley R/C Flyers Club #152

Please indicate your acceptance of the foregoing in the signature block of this letter, and return the signed original copy to the Recreation and Parks office noted in the letter head.

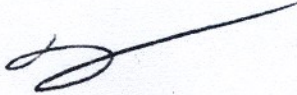
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I HEREBY ACCEPT THIS PERMIT AND ALL CONDITIONS HEREIN

Signature: Jason Mansfield

San Fernando Valley R/C Flyers Club #152

Sincerely,

A handwritten signature in black ink, appearing to be 'RDH', written above a horizontal line.

Robert De Hart  
Superintendent  
Recreation and Parks, Valley Region

San Fernando Valley R/C Flyers Club #152

JASON MANSFIELD, President  
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