



2026 NATIONAL INTERCOLLEGIATE FLYING ASSOCIATION AGREEMENT

This Agreement is made and entered into by and between the City of Billings (“City”), a Montana Municipal Corporation, and the Intercollegiate Flying Association (“NIFA”). This Agreement is made with reference to the following terms and conditions:

RECITALS

1) WHEREAS, NIFA, wishes to present an event known as the Region I Safety and Flight Evaluation Conference (“Event”), located at the Billings Logan International Airport, and

2) WHEREAS, City owns and operates Billings Logan International Airport (hereinafter called the “Airport”) situated in the City of Billings, Montana, and

3) WHEREAS, although NIFA will provide the funding and other support for the event, NIFA needs additional support to present a high quality and exciting event for the Nation’s future aviation professional, and

4) WHEREAS, the City deems it advantageous to itself and the operation of the Airport to identify and approve a certain area of the Airport to be utilized for the Region I Safety and Flight Evaluation Conference (SAFECON) event hereinafter described together with certain privileges, rights, uses, and interests, and

5) WHEREAS, NIFA has indicated a willingness and ability to properly keep, use, and maintain said area in accordance with the standards established by the City, and

6) WHEREAS, NIFA wishes to present the Event and can provide the services needed to present a safe Event and its organizers are jointly and severally willing to provide those services, and

7) WHEREAS, the City wishes to allow the NIFA Event Organizers non-exclusive use of certain Airport land and improvements, as long as the use shall in no way interfere or prevent the City from exercising administration and control of the land and improvements.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants, agreements, and understandings herein made and contained, the Parties hereto covenant and agree as follows:



A. Acknowledgement. The Parties acknowledge and agree that all of the recitals hereinabove stated are true and correct.

B. Event Dates and Times. The scheduled dates of the Event are October 12 – October 16, 2026. Event organizers will begin preparing for the Event, on the Airport, on October 10 and will return the airport back to how it was by the end of October 17, 2026. All events will take place during daylight hours.

C. Term. The term of the Agreement shall be October 10, 2026, to October 17, 2026, ("NIFA Week"). In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Agreement may be rescheduled as mutually agreed to in writing by the Parties.

D. Event Cancellation. If the NIFA Event is either cancelled or not held for another reason, NIFA is responsible for payment of all services rendered to date of cancellation and all contracted costs incurred for the Event.

E. Premises. The area of the Airport identified and designated for use for the Event competition ("Premises") will be Runway 28L/10R and necessary surrounding areas, as displayed in Exhibit A of this Agreement. Access to viewing areas plus additional viewing areas is to be determined, in coordination with the Airport and the air traffic control tower. Only approved airport tenant vehicles are allowed inside the airport fence.

F. Use of Premises. Use of the Airport Premises for the Event shall be subject to the terms, conditions and covenants herein set forth. Said rights shall be subject to such Federal, State, or Local laws, ordinances, rules and regulations as now or may hereafter have application at the Airport. Use of the Premises shall be used solely for the purpose of conducting the Event, unless prior written permission is obtained from the Director of Aviation and Transit.

G. Drones. The Event is a "No Drone Zone". No aircraft, including any drone or unmanned aerial systems (UAS), may operate within five nautical miles of the Event site, unless permission is obtained from the Director of Aviation and Transit.

H. NIFA Responsibilities. NIFA will be solely responsible for the following: site setup, vehicle traffic control, parking management, safety and emergency procedures, participant control, staffing, volunteer management, admissions, insurance expenses, obtaining proof of insurance, complete and proper arrangement for the adequate sanitary handling, removal and disposal of all trash, garbage and other refuse occurring as a result of the Event's occupancy and



use of the Premises, cleanup after conclusion of the Event and vacation of the Premises. The Premises must be returned to the City in a clean and presentable condition free of refuse, debris, and damage, consistent with good business practices and acceptable to the City. Additionally, NIFA shall be responsible for obtaining all licenses, permits, governmental agency and property owner approvals.

I. Signage. The size, location and placement of Event signage must be specifically approved in advance by the Airport.

J. Hazardous Materials. NIFA assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed during Event's occupancy or use of the designated Airport area. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or radioactive substance, or other similar term by any applicable Federal, State, or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. NIFA will hold City harmless from and indemnify City against and from any damage, loss, expenses, or liability to the extent resulting from any breach of these representations and warranty including all reasonable attorneys' fees and costs incurred as a result thereof.

K. City Responsibilities. The City will provide aircraft fire and rescue for the Event, provide an accident/incident spokesperson for the City, and issue appropriate NOTAMS as required by the Event per applicable Advisory Circular.

L. Operation as Public Airport. The City shall, during the term hereof, operate and maintain the Airport and its public facilities, as defined hereinabove, as a public airport consistent with and pursuant to the sponsor's assurances given by City to the United States Government under the Federal Airport Act.

M. Independent Parties. The Parties agree that although they all intend to work for the successful presentation of the Event, this Agreement does not create a partnership, joint venture or employment agreement between the City and NIFA.

N. Compliance with Applicable Laws. NIFA acknowledges that the right to use said Airport facilities in common with others authorized to do so shall be exercised subject to and in



accordance with the laws, rules, regulations, and ordinances of the United States of America, the State of Montana, and the City of Billings, now in force or hereafter prescribed or promulgated by authority or by law and shall be closely observed during the full term of this Agreement.

O. No Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either Party without the prior written consent of the other Party.

R. Indemnification. NIFA hereby assumes all risk of, and responsibility for, and agrees to indemnify and hold harmless the City and City's officers, directors, agents, representatives, and employees from and against any and all claims, demands, lawsuits, action, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property, injury or damage to persons or property, which loss of life or property, injury or damage or persons or property, shall be due to, arise out of, result from, or be in any way connected with this Agreement or any work, activity or business carried on by NIFA or event participants other than the City, and City's officers, directors, agents, representatives, and employees, during the term of this Agreement and on the Premises. It is expressly understood and agreed that NIFA is and shall be deemed an independent operator responsible to all parties for its respective acts or omissions and that City shall in no way be responsible therefore. It is further agreed that in the use of the Airport, and in the exercise or enjoyment of the privileges herein granted, NIFA shall indemnify, save harmless, and defend the City and City's officers, directors, agents, representatives, and employees from any and all losses that may result to the City and City's property, officers, directors, agents, representatives, and employees because of any negligence, act, or omission on the part of NIFA or NIFA's agents, representatives, and employees, or event participants other than the City, and City's officers, directors, agents, representatives, and employees, and shall indemnify City against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises. NIFA expressly agrees that the City shall not be liable to NIFA, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority.

S. NIFA Insurance. NIFA shall provide and keep in force for the entire term of this Agreement the insurance coverages identified below. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana, and that is satisfactory



to the City. At the time of execution of this Agreement, NIFA shall furnish a Certificate of Insurance along with all associated and required policy endorsements showing that required insurance is current and in force. Required evidence of insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days prior to expiration or termination of the existing policy. NIFA shall provide notice to City of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation. The Certificate of Insurance must include the following reference: City of Billings Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105.

- 1) Breach of Agreement. The continuous maintenance by NIFA of all types of required insurance under this Agreement is mandatory. Failure of NIFA to maintain such insurance is a material breach of this Agreement, and does not amend this Agreement, nor release NIFA from any other obligations in this Agreement.
- 2) Liability Insurance. Aviation and Commercial General Liability Insurance on a standard occurrence form, providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than \$5,000,000 per occurrence. The required limits may be provided by a combination of Aviation and Commercial General Liability Insurance and Aviation and Commercial Excess or Umbrella Liability Insurance. The Aviation and Commercial General Liability policy shall also name as primary additional insureds the City of Billings and the Billings Logan International Airport. The City of Billings' general liability policy will be excess and noncontributory. The policy shall be endorsed to include a written waiver of insurer's right to subrogate against the City.
- 3) Property Insurance for Personal Property. The Property insurance shall be on a special form or all risks basis. The minimum limit shall be the full current combined replacement cost of NIFA's business personal property and improvements.

T. Termination. Notwithstanding any other provision of this Agreement, this Agreement will terminate automatically on the occurrence of any of the following events:

- 1) Bankruptcy or insolvency of NIFA;
- 2) A general assignment of NIFA for benefit of creditors;



- 3) Cessation of the operations of either Party;
- 4) The permanent abandonment of the Airport as an Air Terminal;
- 5) The lawful assumption of the United States Government or any other authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts NIFA for a period of at least ninety (90) days from operating in a normal manner;
- 6) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

U. Non-Discrimination. In the use and occupation of the Airport, NIFA shall not discriminate against any person or class of persons by reason of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status.

V. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

W. Governing Law. This Agreement and all disputes arising hereunder shall be construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

X. Taxes. NIFA shall pay any taxes or assessments, which may be lawfully levied against NIFA's occupancy or use of the premises, or any improvements placed thereon as a result of NIFA's occupancy, but NIFA as independent operator reserves the right to contest the levy of any tax or assessment, which it feels, is unjust.

Y. Modification and Amendments. Changes or modifications to this Agreement shall be done in the form of an Agreement amendment to be agreed upon and signed by both NIFA and City.



Z. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement or the particular paragraphs.

AA. Successors and Assigns. All of the terms, covenants, and agreements herein contained, or as subsequently amended from time to time, shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

BB. Effect of Invalid Provision. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

CC. Notices. All notices, requests, and other communications hereunder shall be in writing. Notices to City provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ATTN: Paul Khera, Assistant Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105
Email: kherap@billingsmt.gov
Phone: (406) 657-8339

and notices to NIFA, if sent by certified mail, postage prepaid, addressed to:

ATTN: Samantha Morris and Kevin Boss
Rocky Mountain College
1511 Poly Drive
Billings, Montana 59102
Email: Samantha.morris@rocky.edu and kevin.boss@rocky.edu
Phone: (406) 861-1170



IN WITNESS WHEREOF, this document has been duly executed by or on behalf of the Parties hereto as of the date indicated below.

DATE: _____

ATTEST:

CITY OF BILLINGS

BY _____
CITY CLERK

BY _____
CITY MAYOR

APPROVED AS TO FORM

NATIONAL INTERCOLLEGIATE FLYING
ASSOCIATION

BY _____
CITY ATTORNEY'S OFFICE

BY _____
ANDREW ROSS, EXECUTIVE
DIRECTOR

Hanger/ Ground events

Airplane parking Ramp operations

Shut down and Start box

Car/Van Parking

Runway 28L/10R

Judges access for landing events

Viewing area

