

A-1901
K

USE AND OCCUPANCY AGREEMENT

This Use and Occupancy Agreement ("Agreement") is made as of the ____ day of JULY, 2026 by and between the **CITY OF ATLANTIC CITY**, whose address is 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 (hereinafter referred to as "City") and **THE GOODYEAR TIRE AND RUBBER COMPANY**, (hereinafter referred to as "GOODYEAR") whose address is 200 Innovation Way, Akron, Ohio 44316-0001. GOODYEAR and the City may be referred to hereinafter singularly as "GOODYEAR" and "City" and collectively as the "Parties".

Recitals

WHEREAS, Spirit Halloween Superstores, LLC and GOODYEAR are planning an event and would like to have GOODYEAR perform a "flyover" at the event; and

WHEREAS, in order to perform the flyover, GOODYEAR needs a location from which to take off and land the GOODYEAR Blimp and would like to utilize Bader Field for such flyover; and

WHEREAS, The City is the owner of property known as Bader Field as shown on the Tax Map of the City as Block 794, Lot 1, 601 N Albany Avenue, (the "Property") and is willing to offer the use of the Property for such purpose; and

WHEREAS, GOODYEAR is desirous of using and occupying a section of unused space approximately 246 Feet in radius (see attached Site Plan) located on Bader Field for the purpose of the flyover event for both passengers and media from July 31, 2026 through August 1, 2026; and

WHEREAS, the Parties intend by this Agreement to set forth the terms and conditions under which GOODYEAR may use and occupy a mutually agreed upon area of unused space on the Property for the event; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GOODYEAR will be permitted to use and occupy a mutually agreed upon section of unused space located on Bader Field for the purpose of the flyover event for both passengers and media from July 31, 2026, through August 1, 2026, subject to the terms and conditions of this Agreement. No other person or entity shall be permitted to use or occupy the space provided to GOODYEAR.
2. No legal title or leasehold interest in the Property shall be deemed or construed, created or vested in GOODYEAR by this Agreement. It is expressly understood and agreed that GOODYEAR is not a tenant, the City is not a landlord, and that GOODYEAR does not have any rights, whatsoever, as may exist under applicable Landlord – Tenant law or any other similar State or local laws or regulations.

3. Either party shall have the right to terminate this Agreement at any time upon written notice to the other party.
4. GOODYEAR shall hold harmless and indemnify the City for all cost, liabilities and claims arising out of or related to the existence, maintenance, or use of the said use and occupancy of the Property, or any use of the Property by GOODYEAR. GOODYEAR further agrees to indemnify, defend and hold the City, along with their respective elected or appointed officials, officers, agents and employees harmless from and against any loss, claims, expense or liability, including attorney's fees, arising out of or related to the loss or damage to GOODYEAR's personal property or injury or harm to third persons resulting from of or related to GOODYEAR's use and occupancy hereunder. GOODYEAR shall further release the City from any and all responsibility or liability for any loss or damage to GOODYEAR's property or injury to third parties caused by and during GOODYEAR's use or occupancy of the Property.
5. GOODYEAR shall provide confirmation from all necessary entities (local, state, and/or federal) that they have the required permissions for flight, takeoff, and landing, and use of all airspace required for the events contemplated herein and they shall comply with all such applicable laws for events contemplated herein.
6. GOODYEAR shall provide the City with a safety & security plan for safe takeoff and landing from the Property and shall only fly upon receipt of final approval by City and ACPD.
7. GOODYEAR shall obtain insurance conforming to the following terms:
 - a. GOODYEAR shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense to and indemnify the City against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of GOODYEAR's operations under this Agreement. This insurance shall apply if the operations, actions, derelictions or failures to act from which the claim arises, are attributable to GOODYEAR, any of its contractors, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City.
 - b. Proof of this insurance shall be provided to the City upon execution of this Agreement. In no event shall the failure to provide this proof, prior to the execution of this Agreement, be deemed a waiver by the City of GOODYEAR's insurance obligations set forth herein.
 - c. GOODYEAR must obtain the required insurance with the carrier rated A-VII or better by A. M. Best. GOODYEAR shall maintain coverage that is commensurate with an aviation event of this nature with at least the limits of liability as set forth below:

- i. *Aircraft Hull*
 - N1A / 2014 Zeppelin Luftschiff Tec / Seating: 2 crew, 12 pax / Insured Value: \$24,000,000 / Ded: \$250,000 each occ, in motion, not in motion
 - N2A / 2016 Zeppelin Luftschiff Tec / Seating: 2 crew, 12 pax / Insured Value: \$24,000,000 / Ded: \$250,000 each occ, in motion, not in motion
 - N3A / 2018 Zeppelin Luftschiff Tec / Seating: 2 crew, 12 pax / Insured Value: \$24,000,000 / Ded: \$250,000 each occ, in motion, not in motion
 - ii. *Aircraft Liability*
 - \$50,000,000.00 Each Occurrence (Bodily Injury and Property Damage)
 - \$50,000,000.00 Each Passenger
 - \$50,000,000.00 Each Person Aggregate
 - Coverage must include all owned, non-owned and hired aircraft used by GOODYEAR.
 - iii. *Medical Payments*
 - \$100,000 Each Person (Including Crew).
 - iv. *Workers' Compensation and Employers' Liability Insurance*
 - \$500,000.00 Each Accident
 - \$500,000.00 Each Employee for Injury by Disease
 - \$500,000.00 Aggregate for Injury by Disease
- d. The City, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for all operations of GOODYEAR, and all policies must be primary and noncontributory with respect to the Additional Insureds.
- e. It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance obtained by the City is deemed excess, noncontributory and not co-primary in relation to the coverage(s) procured by GOODYEAR, any of its contractors, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operations of statute, government regulation or applicable case law.
- f. A Waiver of Subrogation clause shall be added to the Aircraft Insurance policies in favor of the City, and this clause shall apply to the City's elected or appointed officials, officers, agents and employees.
- g. Prior to commencement of occupancy, GOODYEAR shall submit a Certificate of Insurance in favor of the City in conformity with the indemnification requirement outlined within this agreement.
- h. In any and all claims against the Additional Insureds by any employee of GOODYEAR, anyone directly or indirectly employed by GOODYEAR or anyone for whose acts GOODYEAR may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for GOODYEAR under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

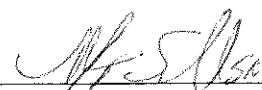
- i. GOODYEAR shall maintain in effect all insurance coverages required under this Agreement at GOODYEAR's sole expense. In the event GOODYEAR fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to GOODYEAR, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the insurance carrier(s) will provide 30 days advance notice of the cancellation or non-renewal.
8. All notices shall be sent by certified mail, return receipt requested, to all Parties and are deemed received when sent. Notices shall be sent to the addresses of GOODYEAR and the City as set forth in this Agreement.
9. This Agreement is binding on and shall inure to the benefit of the Parties, their successors, and assigns. Notwithstanding anything to the contrary herein, GOODYEAR acknowledges and agrees that GOODYEAR shall not have the right to assign this Agreement.
10. This Agreement contains the entire agreement of the Parties as it pertains to the use and occupancy of the Property and shall not be modified, altered or changed unless in writing and signed and delivered by all the parties hereto.
11. This Agreement has been entered into solely for the benefit of the Parties. The Parties, by entering into this Agreement, do not intend to benefit any other third party and do not intend to bestow upon any third party any rights or entitlement. The Parties do not intend to create a right in any third party to compel performance of, or to otherwise assert any rights hereunder.
12. This Agreement may be signed in counterparts, all of which when taken together shall constitute a single agreement.
13. This Agreement shall not be recorded by GOODYEAR. The filing or recordation of this Agreement in violation of this provision shall be deemed a default of this Agreement.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth on the first page hereof.

Witness:

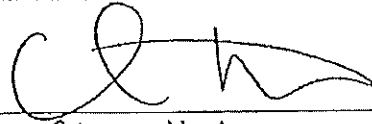

Paula Geletei, City Clerk 8/6/2006

CITY OF ATLANTIC CITY


Marty Small, Sr., Mayor

Witness:

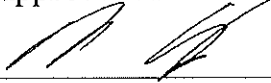
THE GOODYEAR TIRE AND RUBBER
COMPANY



By: Chris Kostjuk

Title: Director, Global Airship Ops.

Approved as to the form and execution.



Michal Czarnecki, Esq.
Office of the City Solicitor

Date: 7/29/2026