



STANDARD PARTICIPANT SPONSORSHIP AGREEMENT

This Participant Sponsorship Agreement (“Agreement”), dated _____, is made by and between the Mojave Air and Space Port Security Office (“MASP”), and _____ (“Sponsoring Company/Division”), and _____ (“Sponsored Company”) (collectively “Parties”), for participation in the Mojave Air and Space Port (“MASP”) Security Program.

Sponsoring Company hereby certifies Sponsored Company is contracted to conduct business with Sponsoring Company at MASP, and the contracted business activities demonstrate a legitimate necessity for unescorted access to the secured and sterile areas of MASP.

Based on the forgoing, the Parties agree as follows:

- 1. Permitted Activities** – Sponsoring Company represents and warrants it discussed the appropriate level of unescorted access to secured and sterile areas and rules and regulations for operations within such areas at MASP with Sponsored Company. Sponsored Company represents and warrants it will not conduct business in any portion of MASP other than those areas necessary for completing its contracted business with Sponsoring Company. To change its employees unescorted access at MASP, Sponsored Company understand and acknowledge it must submit a completed Access Change Form, signed by Sponsored Company’s Authorized Signatory.
- 2. Airport Identification Media (Airport ID Badges)** – Sponsored Company must complete a New Participant Meeting prior to applying for any Airport ID Badges at MASP. MASP will not issue any Airport ID Badges until Sponsored Company is established as a Participant in the Airport Security Program. Each employee of Sponsored Company conducting work at MASP must pass a fingerprint-based Criminal History Records Check, Security Threat Assessment, and Airport ID Badge training prior to issuance of an Airport ID Badge. Sponsored Company acknowledges Airport ID badges are property of MASP and agree to surrender Airport ID Badges upon any employee separation event or upon demand by MASP Security or its authorized representative. Failure to return badges within ten (10) days of badge expiration and/or employment expiration/ termination is a violation and will result in an unreturned badge fee accrual to Sponsored Company. Sponsored Company must comply with all Airport ID badge audits conducted by MASP.
- 3. Representations and Warranties** – Sponsoring Company hereby represents and warrants it has explained to Sponsored Company its obligations to perform any services at MASP for Sponsoring Company in accordance with all FAA, TSA, and County rules and regulations, including but not limited Sponsored Company’s responsibilities under the MASP Rules and Regulations. Sponsored Company hereby represents and warrants it will perform all business at MASP in a secure manner in accordance with all FAA, TSA, and County rules and regulations. Sponsored Company agrees to review the MASP Rules and complete the Access Request below prior to scheduling a New Participant Meeting.

- 4. Continuation of Sponsorship** – Participant Sponsorship Certification Forms are due bi-annually (in January and July), and certify Sponsored Company is working with Sponsoring Company at MASP, and as a renewal of this Sponsorship Agreement for the subsequent six months. Sponsoring Company agrees to complete and return a Participant Sponsorship Certification Form, signed by its Authorized Signatory, within ten (10) calendar days of each submittal date or by request. MASP reserves the right to suspend all Airport ID Badges of the Sponsored Company until the form is received. Sponsored Company must complete reverse audits, and provide a list of Sponsoring Companies upon request by MASP. Sponsored Company’s failure to respond within the allotted time may result in employee badge suspensions.
- 5. Termination of Sponsorship** – This Agreement shall automatically terminate upon either a Notice of Termination from the Sponsoring Company to MASP and/or any termination of the contract between Sponsoring Company and Sponsored Company. Sponsoring Company’s Authorized Signatory must notify MASP verbally immediately upon Sponsorship termination.
- 6. Assignment** – Sponsored Company shall not assign, pledge, or transfer its duties and rights under this Agreement, completely or in part. Any attempt by Sponsoring Company to assign or transfer its rights hereunder shall automatically terminate this Agreement and all rights hereunder.
- 7. Defense and Indemnification** – Sponsored Company hereby agrees to indemnify, reimburse and hold harmless MASP, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Agreement (“Claims”). This indemnity shall be interpreted in the broadest possible manner to indemnify MASP for any acts or omissions of Sponsored Company either passive or active, irrespective of fault, including MASP concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of MASP.

In addition to its duty to indemnify MASP, Sponsored Company must defend any and all Claims which may be brought or threatened against MASP and will pay on behalf of MASP any expenses incurred by reason of such Claims including, but not limited to, fines, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of MASP shall be in addition to any other legal remedies available to MASP and shall not be considered MASP exclusive remedy.

- 8. Integration** - This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have

any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the Parties, their successors.

[Signature Page Follows]

I, the undersigned, have read and understand this Agreement and have completed all information prior to sending it to MASP for a New Participant Meeting or new Sponsorship for an established company.

For Sponsoring Company: _____(signature)

_____ (printed name)

_____ Phone

Sponsoring Company Authorized Signatory

For Sponsored Company:

_____ (signature)

_____ (printed name)

Authorized Signatory

For Mojave Air and Space Port Airport Security Office:

_____ (printed name)

For use by MASP Airport Security

Sponsored Company Information

Company Name and Department (if applicable):

Representative Name:

Representative Phone Number:

Representative Email:

Business Address:

Please indicate the type of work that will be conducted by the sponsored company, along with project name (if any), all expected work locations, and any specific gates, etc. needed to perform job duties.
(PLEASE BE SPECIFIC):
