

Portable Noise Monitoring Application and Agreement

This Portable Noise Monitoring Application and Agreement (“Agreement”) is between the San Diego County Regional Airport Authority, a local governmental entity of regional government (“Authority”), and owner’s name (“Property Owner(s)”) as legal owner(s) of the property located at property address San Diego, CA 92____ (“Property”) for the placement of Portable Noise Monitoring Equipment (“Equipment”) at the Property (“Portable Monitoring”).

Recitals:

WHEREAS, the Authority is offering, as a courtesy, the installation of Equipment for Portable Monitoring to evaluate noise at the Property.

WHEREAS, the results of the Portable Monitoring are for informational purposes only and may not be used for any other purpose.

WHEREAS, Property Owner(s) understands this is an application requesting Portable Monitoring at the Property. The Authority does not guarantee that Property Owner(s)'s application will be selected. If selected for Portable Monitoring, Property Owner(s) agrees to the following terms and conditions.

Now therefore, in consideration of the Authority providing Portable Monitoring at the Property, Property Owner(s) acknowledges and agrees to the following:

1. Portable Monitoring is conducted on a voluntary and temporary basis to provide information on the noise levels at the Property. Property Owner(s) understands and agrees that the information from the Portable Monitoring will not be used to adjust any existing modeled noise contours and further that the information from the Portable Monitoring may not be used to determine eligibility for the Quieter Home Program.
2. The Equipment, especially the microphone assembly, is fragile and can be damaged by lawn mowers, or other uses. Property Owner(s) agrees not to interfere with, cause, or allow any interference with the operation of the Equipment and agrees not to touch or damage the Equipment. Property

Owner(s) agrees to take reasonable safeguards to protect the Equipment while it is on the Property. If necessary, Property Owner(s) will disable irrigation systems at the Property for the entire duration of the Portable Monitoring. **Any such interference, touching or damage to the Equipment shall result in the immediate removal of the Equipment, and Property Owner(s) may be required to, at the Authority's sole discretion, pay for the damages to or costs to replace the Equipment (estimated cost \$15,000).**

3. Permit the Authority, or its designee, to enter upon the Property and inspect the Equipment to ensure its continuous and proper operation, and allow unrestricted access to the Equipment at all times between the hours of 8 a.m. and 5 p.m., without the use of locks, keys, or other obstructions.
4. The Equipment is sensitive and may record and store any sounds that exceed certain ambient noise levels. This may include, but is not limited to, aircraft overflights, road traffic, animals, lawn equipment, and conversations.
5. Property Owner(s) consents to the Authority operating the Equipment at the Property and will provide access to and use of an outdoor electrical power outlet with no compensation or consideration of any kind to Property Owner(s) for any such utility use or access. The Authority will determine, in its sole discretion, the duration for which the Equipment will be located on the Property.
6. Property Owner(s) shall not charge or bill to the Authority for any rental or use of the Property or anything related to this Agreement. Property Owner(s) acknowledges and understands they will receive no compensation for any use of the Property.
7. **Property Owner(s) assumes all risks, including damage to persons and property, related to or in connection with the installation, use, maintenance, or removal of the Equipment at the Property.**
8. Property Owner(s) shall indemnify and hold harmless the Authority, its officials, agents, employees, representatives, successors, and assigns, from and against all liability for claims, suits, causes of action, liabilities, losses, costs, or expenses for injuries (including death) to persons or damage (including destruction) to property or the environment, of whatsoever kind or nature, including any claims or fines assessed by a federal agency or any State

of California agency, arising directly or indirectly in connection with the installation, use, maintenance, or removal of the Equipment at the Property.

9. Property Owner(s) may receive a copy of the report, generated from the Portable Monitoring, directly from the Authority. The report will also be made available on the Authority QHP website.
10. Should Equipment be placed on the Property, the Property will not be eligible for additional noise monitoring for a period of six (6) months from the date reflected on the Property report.
11. The Authority, in its sole discretion, may cancel or modify this Noise Monitoring Program at any time.

By my/our signature(s) below, I/we certify that I/we: (1) have reviewed this Agreement in its entirety; (2) understand and acknowledge all terms and conditions; and (3) agree to be bound by the requirements and obligations thereof.

Property Owner: _____

Property Owner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____