

RUNWAY USE AND INDEMNIFICATION AGREEMENT

The undersigned hereby requests permission to use the private runway owned and operated by Pittstown Point Landings Limited (“PPL”) on Crooked Island, Bahamas (the “Runway”). The undersigned understands and acknowledges (i) that the undersigned will be permitted to use the Runway only upon and in accordance with the terms and conditions set forth herein, (ii) that the permission to use the Runway granted upon PPL’s acceptance of this Agreement is personal to the undersigned and may not be assigned or transferred to any other person or entity, (iii) that PPL may accept or reject the undersigned’s application for permission to use the Runway as set forth herein in PPL’s sole and absolute discretion, and (iv) that PPL reserves the right, in its sole and absolute discretion, to revoke the permission to use the Runway granted in this Agreement by written notice to the undersigned.

As a condition of and in consideration for PPL’s grant of permission to use the Runway, the undersigned hereby agrees:

1. To pay all applicable landing fees (due upon landing on the Runway) and all applicable parking fees (due prior to take-off from the Runway) in accordance with the then-current schedule of fees established by PPL;
2. To indemnify and hold harmless PPL and its officers, employees, and shareholders against any and all loss, cost, claim, injury, damage or liability sustained or incurred by the undersigned or any third party resulting from the undersigned’s use of the Runway, including but not limited to incidents directly or indirectly related to or arising from the landing, taking off, taxiing, disembarking, parking, tie-down or storage of any aircraft on the Runway or any facilities owned or operated by PPL associated or affiliated with the Runway;
3. To abide by PPL’s Runway Rules and Regulations, as the same may be amended from time to time and delivered to the undersigned by PPL or any entity designated by PPL to manage the use and operation of the runway and to abide by any rules issued by the government of the Commonwealth of the Bahamas and applicable to the use and operation of the runway.

IN WITNESS WHEREOF, the undersigned has hereby executed this Agreement as of the date set forth below.

Signature: _____

Date: _____

Printed name: _____

Tail No.: _____

The foregoing Runway Use and Indemnification Agreement is hereby accepted this the ____ day of _____, 20__.

PITTSTOWN POINT LANDINGS LIMITED

Arriving From: _____

Departing To: _____

Number of Passengers: _____

By: _____