

Terms of Use

NEWPORT HELISTOP JERSEY CITY, NEW JERSEY

INDEMNIFICATION, RELEASE, AND REPRESENTATIONS AND WARRANTIES OF USER

Prior to using the Newport Helistop, the following must be completed, signed and returned, together with evidence of insurance coverage required hereby, which coverage must be in full force and effect when using the Newport Helistop.

COMPANY NAME: _____ (hereinafter, "User")

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT E-MAIL: _____

1. It is understood and agreed that to the fullest extent permitted by law, User shall be solely responsible for, and shall indemnify, defend and hold harmless Newport Associates Development Company ("Owner"), Property Operator and all Officers, Directors and Employees of Owner, its agents and consultants (collectively "Additional Insureds") and each of their agents, affiliates, employees, tenants, partners, members, parent companies, subsidiaries and related entities (collectively Owner as used herein throughout), from and against any and all claims, suits, damages, losses, costs, liabilities, damages, injuries or death, of any nature whatsoever (collectively "Claims") actually or allegedly arising out of or relating to User's work or the work of any subUser retained by User. User's indemnity, defense and hold harmless obligations hereunder are triggered regardless of whether such "Claims" are attributable in part to any fault or negligence on the part of the Owner. User shall indemnify, defend, and hold harmless Owner from Claims arising out of, but not limited to the following:
 - a. Pilot (whether an individual for him/herself or a corporate service employing pilots and hereinafter referred to as "Operator") error, or negligence or willful misconduct by User or by its officers, employees or agents (including any Operator) or arising from any of the risks against which User is obligated to have insurance;
 - b. Any defect in User's helicopter or other equipment; and
 - c. Claims made by User's officers, employees or agents, or the Operator or any passengers in any helicopter using Newport Helistop.

2. User shall, on demand, immediately defend Owner in any lawsuit commenced against Owner which actually or allegedly arises out of User's work or the work of any subcontractor. User shall reimburse Owner for any and all such "Claims" and lawsuits, including any costs or expenses Owner incurs in defending a lawsuit, pursuing indemnification and enforcing the terms of this agreement. User shall ensure that no work is performed by a subcontractor unless that subcontractor is bound by written agreement containing indemnity language at least as broad as that contained herein favoring Owner.
3. In addition, User agrees that the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the User under Workers Compensation acts, disability benefit acts or other employee benefit acts. The indemnity and hold harmless obligations of the User to the Owner shall survive the completion of work performed and termination of this agreement.
4. User agrees that any request to use the Newport Helistop and operate a helicopter on such property presumes that same is at the User's sole risk.
5. As a condition precedent to User's use of Newport Helistop, it shall maintain with a reputable insurer licensed to do business in the State of New Jersey and otherwise meeting the requirements set forth on Schedule A hereto, the insurance coverages described on Schedule A hereto, and shall provide evidence of such insurance coverages in the manner described on Schedule A hereto prior to its use of Newport Helistop.
6. By signing this form, User represents and warrants to Newport Associates Development Company that:
 - a. The User is the legal owner of or otherwise is legally entitled to use any helicopter using the Newport Helistop and holds all licenses, approvals, certificates and any other documentation required for the operation of such helicopter and the flights of such helicopter to and from the Newport Helistop;
 - b. Any helicopter using the Newport Helistop is in fully safe operational condition;
 - c. Any pilot of any helicopter using the Newport Helistop is duly licensed and authorized to operate such helicopter by all applicable governmental authorities;
 - d. User shall comply and shall cause its officers, employees, servants and/or agents (including helicopter pilots) to comply with all statutory and other requirements relating to the possession and/or operation of any helicopter using the Newport Helistop;
 - e. User will, for its own account, survey the Newport Helistop and assess the access for both helicopters, passengers and cars and be satisfied with their safety and suitability for User's purposes;
 - f. The pilot-in-command of any User helicopter is fully responsible for all decisions and the suitability and safety of the available landing area and any operations conducted in its vicinity.
 - g. Permission for User to use the Newport Helistop does not constitute a representation or warranty of any kind or character by Newport Associates Development Company or any of its affiliates or subsidiaries or of their

respective shareholders, officers, directors, partners, employees or agents of the safety of the intended use or the suitability of the landing area.

- h. Nothing herein constitutes any attempt by User to exclude or limit its own or its officers', employees', servants' and/or agents' (including helicopter pilots') liability for negligence causing property damage, personal injury or death.
- 7. User agrees to comply with the Terms of Operation and Use attached hereto as Schedule B and the General Operating Rules as posted in the Helistop Operations Office.
- 8. In order to schedule use of the Newport Helistop, User shall complete and submit the Landing Request Form attached hereto as Schedule C together with the appropriate fee, as set forth on Schedule D hereto.
- 9. User acknowledges that all takeoffs and landings at the Newport Helistop must occur via the northern or eastern flight path as shown on the General Arrangement Plan attached hereto as Schedule E.
- 10. User acknowledges and agrees that no "teaching helicopters" are permitted to land at the Newport Helistop.
- 11. User acknowledges and agrees that no "sightseeing helicopters" are permitted to land at the Newport Helistop.
- 12.

By its signature below, User represents that it has read and understands all of the foregoing and agrees thereto.

USER:

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

INSURANCE REQUIREMENTS

User shall not commence any work and shall not permit any subcontractor to commence work, until User has obtained all insurance referred to herein and provided proof as set forth and has been approved by Newport Associates Development Company (hereinafter referred to as "Owner").

Location: Newport Helistop (91NJ), 2 Sixth Street, Jersey City, NJ 07310

User shall secure, pay for and maintain and shall cause all subcontractors to secure, pay for and maintain, the following insurance policies in full force and effect during the term of the agreement.

- (1) **Hull insurance** for one hundred percent (100%) of the total replacement cost of the helicopter and **Property Insurance** upon all tools, material and equipment (owned, borrowed or leased by the Operator, Subcontractor or their respective employees) to the full replacement value thereof during the full term of this contract. User shall waive rights of subrogation against Newport Associates Development Company, its directors, officers, agents, employees and assigns. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. Failure of the User to secure and maintain adequate coverage shall not obligate Owner or its agents or employees for any losses.
- (2) **Workers Compensation** affording coverage under the Workers Compensation laws of the State of New Jersey and Employers Liability coverage subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- (3) **Aviation Liability** coverage including bodily injury and property damage liability with minimum limits of \$25,000,000 per occurrence. All policies of insurance required hereby shall include the following coverages: (a) personal & advertising injury, (b) premises liability (operations on or about helipad and the Newport site), (c) products and completed operations liability, (d) independent contractors, (e) broad form contractual liability. The policy shall be written on an occurrence basis.

Any deductible(s) shall be the responsibility of the User. Policy shall be endorsed to include Owner, its managing agent, Owners lender (if required) and all entities Owner may reasonably require as "Additional Insureds".

Definition of Additional Insured shall include all Officers, Directors and Employees of the named entities, its agents and consultants. Further, policy shall provide coverage for additional insureds on a primary and non-contributory basis, irrespective of any other insurance, whether collectible or not.

The policy shall not contain exclusions or limitations relating to:

- (a) contractual liability
- (b) independent contractors
- (c) gravity related injuries
- (d) injuries sustained by employee of an insured or any insured
- (e) height limitations
- (f) residential work (if applicable)
- (g) subcontractor warranty

A copy of the entire Commercial General Liability policy with all endorsements shall be provided to Owner upon request.

- (4) **Automobile Liability** Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined covering all owned, non-owned and hired vehicles, naming Owner and all other parties required of the User/Vendor as additional insured.
- (5) **Pollution Legal Liability** Insurance, – with limits of no less than \$2,000,000 per loss with a \$4,000,000 aggregate providing coverage for clean-up, removal and treatment of any environmental hazard on and away from the premises. Policy shall include Additional Insureds and include a three (3) years extension beyond completion of the project.
- (6) **Waiver of Subrogation** – User agrees to waive its right of recovery and/or subrogation against Owner and all Additional Insureds. All policies (except automobile) shall allow for a Waiver of Subrogation.

All policies noted above shall be written with insurance companies licensed to do business in the State of New Jersey and rated no lower than A-8 in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.

(7) **Evidence (Notices) of Compliance**

All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Owner shall receive thirty (30) days prior written notice thereof.

User shall furnish Owner with Certificates of Insurance, together with copies of the additional insured endorsement, no later than (5) days prior to commencement of work and upon Owner's request, shall provide Owner, with complete copies of the aforementioned policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above.

All Certificates and policy termination notices should be delivered via certified mail to:

Newport Associates Development Company
Attn: Jason Villacis, Helistop Manager
111 Town Square Place, Suite 300
Jersey City, NJ 07310

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS NOTED ABOVE WILL RESULT IN A BREACH OF THIS CONTRACT BY THE USER.

By: _____
User

Name, Title

Date: _____

SCHEDULE B

TERMS OF OPERATION AND USE

1. No take offs or landings between 9PM – 7AM.
2. All Users must observe the northern or eastern flight path as depicted on Schedule E hereto.
3. Unless otherwise approved by Helistop personnel in writing, helicopter must be powered off prior to passenger entrance and exits.
4. Helicopter must be powered off while waiting at the Newport Helistop.
5. No fueling permitted.

SCHEDULE C

LANDING REQUEST FORM

To request a landing at Newport Heliport, please complete the form below and return it together with proof of required insurance coverage (if not previously sent) to NewportHeliport@newportnj.com

The landing fee must be paid prior to landing. You must receive approval to land via e-mail and this will not be provided unless and until we have received this completed form and payment, evidence of insurance and an executed Indemnification, Release and Representations and Warranty form.

Company Name:	Contact Name/Position:
Contact Phone No.:	Contact E-Mail:
Aircraft Type:	Registration:
Landing Date:	Landing Time:
Departing Date:	Departing Time:
Arriving From:	Departing To:
Pilot (Operator) Name:	Pilot (Operator) Phone:
Pilot (Operator) License Number:	Charter Operator (if applicable):

License Type:	
Passenger Names:	

SCHEDULE D

FEES FOR USE

Flat \$400 per takeoff and landing

Flat \$500 per hour for waiting time

