



VENDOR RELEASE AND INDEMNIFICATION FOR VEHICLE ACCESS TO THE
AIR OPERATIONS AREA AT EAGLE COUNTY REGIONAL AIRPORT
GYPSUM, COLORADO

VAIL VALLEY JET CENTER, a Colorado corporation, (hereinafter “VVJC”), which maintains a fixed base operation (hereinafter “FBO”) at Eagle county Regional Airport (hereinafter “Airport”), by its execution hereof, hereby authorizes the following vendor (claiming as an individual, partnership or corporate entity) inclusive of all agents, servants, consultants, contractors, subcontractors, licensees and employees and those additional parties which are affiliated, associated or otherwise contractually engaged thereby and thereunder (jointly and severally hereinafter referred to as the “Vendor), to enter the VVJC’s air operations area leasehold at the airport (hereinafter “VVJC’s AOA”) on a temporary basis, consistent with the terms and conditions hereinafter stated, effective upon the joint execution of this Release.

1. Vendor. The identity of the Vendor, its stipulated need for VVJC leasehold access and the permitted scope of services are as follows:

Name: _____

Address: _____

Telephone: _____

Business Purpose and Scope of Services: Provide ground transportation services on behalf of and/or to Company/Aircraft located on VVJC’s Air Operation Area leasehold at the Airport.

2. Services To Be Performed. Vendor agrees that only those vehicles and individuals with AOA authorization shall be permitted to ingress/egress VVJC’s AOA for the sole purpose of performing ground transportation services at the request of an aircraft owner, pilot or other designated Company representative. Vendor shall be authorized to only perform ground transportation services on behalf of and/or to authority personnel while on VVJC’s AOA and at no time shall its ground activities infringe upon the ability of VVJC or others on the air operations are to operate aircraft, including, but not limited to, ingress and egress from the FBO, and their respective office, shop, parking and/or hangar space(s) as a result of Vendor’s performance of ground transportation services.

3. Airport Security. VVJC and Vendor represent that each party shall adhere at all times to applicable Federal Aviation Administration (FAA) security regulations set forth within Federal Air Regulation (FAR) Parts 107 and 108, Eagle County Regional Airport as well as all other applicable air operations area vehicle and operator rules and regulations.
4. Indemnification. Vendor agrees to indemnify, defend and hold harmless VVJC, the Airport and their respective officers, directors,, agents vendors, licensees, contractors, subcontractors airlines, tenants, customers and employees from and against any and all liabilities, damages, injuries, losses, claims, fines, suits, penalties or judgments of any kind whatsoever (including those arising from third parties), including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, VVJC, by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Vendor or its agents, servants, consultants contractors, subcontractors, licensees and employees of any covenant or condition of this Release or by any act or failure to act or negligence of such persons or entities.
5. Applicable Laws. Vendor hereby represents it is compliant with applicable Colorado laws and regulations pertaining to commercial ground transportation services.
6. Insurance. By its execution of this Release, the Vendor represents to VVJC that it has secured and presently maintains from a reputable insurance carrier(s) policies of Commercial General Liability Insurance with respect to airport liability, premises liability and completed operations in a minimum of One Million Dollars (\$1,000,000.00) per occurrence, Automobile Liability Insurance covering, owned, non-owned, leased and for-hire vehicles in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence (with and express endorsement reflecting the policy's effectiveness on airport premises), Worker's Compensation Insurance in an amount commensurate with statutory requirements and Employer's Liability Insurance in an amount of One Million Dollars (\$1,000,000.00) per occurrence. VVJC and the Airport shall be named as additional insured on all Vendor liability insurance policies. Vendor and its insurers agree to waive their rights of subrogation in favor of VVJC with respect to loss or damage resulting from the services to be performed and/or facilities to be furnished by VVJC hereunder. Additionally, it is understood that Vendor's liability extends beyond the FBO and its immediate surrounding environment to encompass all of Vendor's acts or omissions while operating on the Airport and VVJC's AOA and further includes all acts of omission or commission committed by an individual or entity acting for, with or otherwise on behalf of the Vendor named herein.
7. Term of Release. This Release and limited access authorization is granted to the Vendor at the sole discretion of VVJC and is revocable, with or without cause, upon VVJC furnishing the Vendor with twenty-four (24) hour advance written notice (facsimile notification to be deemed

acceptable and proper) or upon the completion/termination of the Services by the Vendor (exclusive of perpetual contract performance).

IN WITNESS WHEREOF, this Release shall be constructed to be in effect and binding upon the parties concurrent upon their joint execution of the same as set forth below.

(Vail Valley Jet Center)

(Vendor)

By: Paul Gordon

By: _____

Its: President

Its: _____

Date: _____

Date: _____