

AIRSIDE VEHICLE
INDEMNITY AND RELEASE

Archerfield Airport Corporation
(the Airport Lessee)
herein called “Archerfield Airport Corporation”

and

..... (ACN No.....)
herein called “the Indemnitor” (if applicable)

1. **THIS AGREEMENT** is made on the day of....., 20..... between the following parties:

Archerfield Airport Corporation of Archerfield Airport in the State of Queensland
(The Airport Lessee)

and

..... of
("Indemnitor")

.....

2. RECITALS

- (a) The Airport Lessee operates Archerfield Airport.
- (b) The Airport Lessee will permit the Indemnitor to enter upon and to use and operate vehicles on the Airside of the Airport on the condition that the Indemnitor gives the indemnities and releases contained in this agreement.

THIS AGREEMENT WITNESSES that in consideration, among other things, of the mutual promises contained in this Agreement, the parties agree:

3. DEFINITIONS

In this Agreement:

"AAC" means Archerfield Airport Corporation

"Airport" means Archerfield Airport.

"Airside" means the Movement Area of an Airport, adjacent terrain and buildings or portions thereof being the areas marked as such on the plan at the back of the Airside Vehicle Control Handbook.

"Authority to Use Airside, (AUA)" means an authority issued to a Vehicle to access the Airside of Archerfield Airport, issued by AAC or by an Approved Issuing Authority.

"Authority to Drive Airside, (ADA)" means an authority issued to a person to drive on the Airside of Archerfield Airport, issued by AAC or by an Approved Issuing Authority.

"Indemnitor" means The Operator applying for an Airside Vehicle Permit.

"Leased Area" means an area Airside that has been leased to The Operator for the purposes of carrying out an aviation-related business.

"The Operator" means a Person, Firm, Body Corporate or Government Department.

"Vehicle" means any motor vehicle, special purpose vehicle or other mobile equipment which is used on the Airside, or taken onto the Airside, by the Indemnitor.

4. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) headings and underlining are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa.

5. INDEMNITY

- (a) In consideration of the Airport Lessee permitting the Indemnitor to enter upon and to use and operate Vehicles on the Airside of the Airport the Indemnitor must indemnify and keep indemnified the Airport Lessee and each servant, officer, agent and contractor of the Airport lessee from and against all and any loss, damage, cost, charge, expense or other liability however suffered, paid or incurred by or threatened against the Airport Lessee or any one or more of its servants, officers, agents and contractors in relation to or arising out of or in consequence of:
 - (i) any action, proceeding, claim or demand which is or may be brought, made or prosecuted or threatened against the Airport Lessee or any one or more of its servants, officers, agents and contractors in respect of any loss of or damage to property, loss of life or personal injury or other loss that may arise in any way from the use or operation of any Vehicle on the Airside by the Indemnitor or by any servant, officer, agent or contractor of the Indemnitor (including, but not limited to any loss of or damage to property or loss of life or personal injury or other loss suffered or incurred by the Indemnitor or any servant, officer, agent or contractor of the Indemnitor); and
 - (ii) any other thing in any way relating to the use of or operation of any Vehicle on the Airside by the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; and
 - (iii) the presence on the Airside of any Vehicle (whether or not being used or operated at the time) under the control of the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; and
 - (iv) the presence on the Airside for any reason whatever of any servant, officer, agent or contractor of the Indemnitor.
- (b) The indemnity in clause 5(a) is a continuing indemnity and remains in full force and effect until this Agreement has been finally discharged by the Airport lessee in writing.
- (c) The Indemnitor must pay any monies owing under this clause to the Airport Lessee immediately upon demand by the Airport Lessee.
- (d) The indemnity contained in clause 5(a) does not apply to the extent that any such loss, damage, cost, charge, expense or other liability was caused by the fraud or negligence of the Airport Lessee or its servants, officers, agents or contractors.

6. RELEASE

- (a) The Indemnitor releases the Airport Lessee and each servant, officer, agent and contractor of the Airport Lessee from:

- (i) all claims, actions, causes of action, proceedings and demands which the Indemnitor now has or, but for clause 5 would or might at any time in the future have, against the Airport Lessee or any servant, officer, agent or contractor of the Airport Lessee; and
- (ii) all present or future liability of the Airport Lessee or any servant, officer, agent or contractor of the Airport Lessee to the Indemnitor however caused in relation to or arising out of or in consequence of:
 - (a) the use or operation of any Vehicle on the Airside by the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; or
 - (b) the presence on the Airside of any Vehicle (whether or not being used or operated at the time) under the control of the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; or
 - (c) the presence on the Airside for any reason whatever of any servant, officer, agent or contractor of the Indemnitor; or
 - (d) any combination of any of the things referred to in paragraphs 6(a)(ii)(a) to (c) inclusive. However, the release set out in this clause shall not operate to the extent such claims, demands or liabilities are caused by fraud or negligence on the part of the Airport Lessee or any of its servants, officers, agents or contractors.
- (iii) The release contained in clause 6(a) operates even if the Indemnitor is not now aware of, or has no present knowledge of, or at any future time is not aware or has no knowledge of, any fact or circumstance which may now or in the future be relevant to or apply in relation to any such claim, action, cause of action, proceeding or demand or liability.
- (iv) The Indemnitor must not make or commence or threaten to make or commence any claim, action, cause of action, proceeding or demand referred to in clause 6(a).

7. INSURANCE

- (a) The Indemnitor must insure itself and keep insured in a sum of not less than Ten Million Dollars (\$10,000,000) with an INSURANCE COMPANY approved by the Airport Lessee against all liability to the Indemnitor arising from this Agreement.
- (b) The Indemnitor will at all times whenever so required by the Airport Lessee produce such evidence acceptable to the Airport Lessee that the insurance is in full force and effect.
- (c) If the Indemnitor fails to insure itself as required by this clause, the Airport Lessee may itself effect the insurance and the premium paid in respect of such insurance will be a debt due to the Airport Lessee by the Indemnitor and may be sued for and recovered by the Airport Lessee as a liquidated demand in any Court of competent jurisdiction.

Signed sealed
and delivered by)
(Print full name) (Sign here)
in the presence of)
(Print full name) (Sign here)