

Indemnification: Permittee will at all times exonerate, protect, defend, reimburse, hold harmless, indemnify and keep indemnified the Hillsborough County Aviation Authority (“Authority”), its agents, employees, and officers harmless from and against, any and all suits, claims liability, expenses, losses, costs, fines, damages and causes of actions of any character, including reasonable attorney fees, brought because of any damages or injuries (including death) received or sustained by any person, persons, property or the environment, which in whole or in part, arise on account of, or related to, the operations of the Permittee; the use or occupancy of the premises; any act, omission, neglect, or misconduct of the Permittee, its agents, employees, and officers; any law, ordinance, order or decree; regardless of whether such injuries or damage are caused in part by the negligence of the parties indemnified herein under. The Permittee will reimburse the Authority and its agents, officers and employees any and all costs incurred in defending or investigating any such suit, action, or claim, including attorney’s fees, expert witness fees, investigative and court costs. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements associated with this permit shall not relieve Permittee of its liability or obligation to indemnify the Authority as set forth in this provision.

Insurance: Permittee agrees, at it own expense, to carry and keep in force from the effective date of the permit, liability insurance covering bodily injury, property damage and such other insurance as may be necessary to protect the Authority from such claims and actions set forth in the indemnity clause. The insurance coverage shall include the Authority as an additional insured and if the activity is at the location of a fixed based operator (FBO), the FBO will be added as an additional insured under the policies. The naming of these parties as additional insured shall not thereby cause either party to be deemed a partner or joint venture with the Permittee in the activities covered under this permit. The required specific type and minimum amount of coverage will be determined on a case-by-case basis by the Authority’s insurance consultant after review and evaluation of the proposed activity.

Airport Damage: It is the sole responsibility and obligation of the Permittee to repair, or incur those cost necessary to repair, any damage that is caused as a result of authorized or unauthorized activity. This includes the Permittee, its employees, agents, invitees, customers, and guests. Permittee will promptly notify the Authority of any damage. All repairs must be approved by the Authority.

Grant of Permission: This grant of permission is not a deed or grant of an easement by the Authority. It is not transferable or assignable. It is non-exclusive and is subject to the expressed terms and conditions contained herein and all applicable laws, rules, regulations, directives and procedures.

Withdrawal of Permit: This permit may be suspended at any time, at the sole discretion of the Authority, if the Permittee fails to comply with any required law, rule, regulation, directive, and/or procedure. The Permittee may be subject to issuance of a cease and desist order and may be denied access to, or removal from, the airport.

Maintenance and Clean-up Requirements: Permittee is responsible for the clean-up and removal of any trash or debris resulting from the permitted activity. Failure to do so may result in a permanent loss of privilege to use Authority property/facilities in the future and/or forfeiture of any clean-up and repair deposit.

Incident or Accident: If any person is involved in an accident or other incident, including, but not limited to, injury or property damages, the Authority and the Airport Police Department will be notified immediately.

Airport Provisions: Permittee agrees to comply with all requirements, procedures and provisions in **Operating Directive No. D310.03.01 Charter Buses.**

Other Specific Conditions (if applicable):

Permittee(s) agree to comply with the terms and conditions of this permit and all applicable rules, regulations, directives and procedures. Failure to comply with these provisions will result in permit suspension or revocation.

Signature of Authorized Representative

Date