

**VIRGINIA BEACH AIRPORT, LLC, AND
THE MILITARY AVIATION MUSEUM
HOLD HARMLESS AGREEMENT TO USE
THE AIRPORT'S FACILITIES**

- A. Aircraft Owner and/or Operator shall carry insurance in the amount specified below as directed by the Director of the Virginia Beach Airport, LLC, and shall deliver certificates of insurance from carriers acceptable to the Director specifying such limits, along with a proper endorsements naming the **Virginia Beach Airport, LLC and the Military Aviation Museum of Virginia Beach, Virginia, their Officers, Agents and Employees as Additional Insureds on a primary and non-contributory basis** for the Aircraft Liability insurance with primary status, without participation from the Virginia Beach Airport, LLC or the Military Aviation Museum as reflected on the Additional Insured and Primary/Noncontributory approved endorsement forms, or their equivalent or better, on applicable aviation insurance policy(s). The provisions of this paragraph shall be deemed included in the contract as fully set out therein.

Further, the Aircraft Owner and/or Operator agrees they shall immediately notify, in writing, the Airport Director of any changes, modifications, and/or termination of any insurance coverages and/or policies required by the resulting contract and the plans to replace the insurance coverages in a reasonable time but no later than the effective date of the cancellation notice. A new certificate of insurance will be produced and forwarded to the Airport Director illustrating the information of the replacement insurance carrier as reasonably as soon as possible.

The requirements for providing Additional Insured and Primary/Noncontributory coverages for the Aircraft Liability policy will be confirmed to equal or exceed the insurance requirements found within this contract language that match the insurance coverage that will be provided by the Aircraft Owner and Operator, and also will have the Primary/Noncontributory endorsements adding the **Virginia Beach Airport, LLC and the Military Aviation Museum of Virginia Beach, Virginia, their Officers, Agents and Employees as Additional Insureds on a primary and non-contributory basis** as requested. The contract language and Additional Insured and Primary/Noncontributory endorsements must stay consistent with the requirements of this Agreement.

All Certificates of Insurance will be renewed on an annual basis and sent to the Airport Director.

- B. Certificates of Insurance (COI) will include:
1. Producer's Information including name and address.
 2. Insured's Information including the following address:
Airport Director
Virginia Beach Airport, LLC
1341 Princess Anne Rd
Virginia Beach, VA 23457

3. **Contact name, phone number and email address of person creating the COI.**
4. Insurers Providing Coverage.
5. Types of Insurance being provided.
6. A Certificate Number Created by the COI Creator.
7. Additional Insured boxes noted with a “Y” for the Aviation Liability.
8. Subrogation Waiver boxes noted with a “Y” for the Aviation Liability.
9. Attachment of the Additional Insured and Waiver of Subrogation endorsements completed to illustrate the correct wording for the Director as required.
10. The following wording will be typed in the Description of Operations Box for all Certificates of Insurance: **Virginia Beach Airport, LLC and the Military Aviation Museum of Virginia Beach, Virginia, their Officers, Agents and Employees as Additional Insureds on a primary and non-contributory basis.**

C. The MINIMUM acceptable limits of insurance are as follows:

Aircraft Liability

Aviation Liability Limit	\$1,000,000
Aggregate Aviation Liability Limits	\$1,000,000

Hull Insurance

The Aircraft Owner/or Operator agrees that they will be responsible and assume all damages to their aircraft while attempting to and landing and attempting to and taking off, and while on the ground, and parked on Airport property.

The Aircraft Owner/or Operator also agrees that they will hold the Virginia Beach Airport, LLC and the Military Aviation Museum of Virginia Beach, Virginia, their Officers, Agents and Employees harmless for any damages to the Aircraft Owner/or Operator’s aircraft hull and other parts of the aircraft while at the Virginia Beach Airport, LLC, and the Military Aviation Museum of Virginia Beach.

- D. The Aircraft Owner/or Operator also agrees that they will observe and maintain the following provisions for safe operation at the airport.
- a. All operations at the Virginia Beach Airport must take place within daylight hours. The field is unlit.
 - b. The field is VFR only and has no on-field emergency services.
 - c. All pilots will use applicable FAA uncontrolled field procedures, and monitor Unicom 122.9 carefully.
 - d. Pilots are responsible for bringing the necessary equipment to secure their own aircraft, and should understand that the only available parking space may be on the grass.
 - e. Fuel is not available, and is not sold on the field.
 - f. AWOS is available at 119.92 or by phone at (757) 204 2683.
 - g. All traffic patterns are to the south of the airport to respect the privacy of our neighbors. We request that all aircraft use voluntary noise reduction procedures where possible.
- E. Receipt of this agreement does not constitute blanket permission to operate from the airport. Permission is required before each planned evolution. The Aircraft Owner /or Operator is expected to call the Museum’s Director of Operations no later than the day

before their planned arrival or departure for a field conditions update, and to secure permission to operate.

SIGNED: _____

PRINTED NAME: _____

WITNESS: _____

DATE SIGNED: _____