



**TERMS AND CONDITIONS:**

1. The Owner warrants that he/she is the owner of the Aircraft or, alternatively, that as the Aircraft Operator, he/she is lawfully in possession and control of the Aircraft and has proper and valid authority to enter into this Agreement on behalf of the owner.
2. The Owner agrees to observe and obey the Air Regulations and the provisions of the "Village of Pemberton Airport Establishment, Operations and Fees Bylaw No \_\_\_\_\_."
3. The Owner acknowledges that he/she has the sole responsibility for the tying down and securing of the Aircraft on Airport premises and may not make any alterations to the tie down/parking area without the written permission of the Municipality
4. Provided that the Owner is not in default of any of the provisions of this Agreement, the Municipality agrees to permit the Owner or such other person or persons as may be designated in writing by the Owner to remove the Aircraft from the Airport upon reasonable notice to the Municipality.
5. The Owner hereby agrees to indemnify and save harmless the Municipality against any and all liability, loss, damages, cost or expense which the Municipality may hereafter incur, suffer or be required to pay by reason of any action, suit, demand, claim proceeding or otherwise arising from the loss of or injury to any property including the Aircraft.
6. This Agreement contains the full and complete understanding between the parties hereto with reference to the within subject matter, supersedes all prior agreements and understanding whether written or oral pertaining thereto and cannot be modified except by a written instrument signed by each of the parties hereto. The Owner acknowledges that the Municipality or any of its agents, employees or representatives has made no representation or warranty not expressly contained in this Agreement.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Authorized Signatory, Village of Pemberton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date