

AERODROME FACILITY TERMS OF USE AGREEMENT

Airdrie Airport (CEF4), ("Facility" or "Airpark") is a privately owned Aerodrome facility, the owners hereinafter are referred to as ("AAL"). **Prior Permission is required for access or use.** Upon receipt of payment of the user fee, AAL hereby grants landing permission and usage of the runway, grass parking areas and access ramps, to the purchaser ("USER"), valid for the purchased calendar date(s).

Current daily use fee is CDN \$10.00 per day or portion thereof, for non-commercial propeller driven or rotary wing aircraft less than 5000 kg MTOW. This includes runway and outdoor grass tie-down parking access. All others please contact AAL for specific fees.

The USER hereby agrees to use the facilities in a careful and prudent manner, only for the specific use of landing, parking, fueling, deplaning and emplaning passengers, and departing aircraft.

All Users and itinerant aircraft must comply with all statutes and Transport Canada regulations, and display responsible and good airmanship practices at all times. Always check current NOTAMS and weather prior to arrival, winter maintenance is limited and instrument approaches are not available. AAL or the Airdrie Flying Club acting as stewards of the facility, reserve the right to revoke or deny access to any User for misuse of the facility.

Our utmost goal is the safety of all persons and property on the Airpark.

Airport Name: Airdrie Airport PPR - Private Airport - Prior Permission is required. Runway Length: 5000 ft. (1524m) Runway Width: 100 ft. (30.5m) Runway Number: 12-30(121° - 303° Mag) Runway Elevation: 3653 ft. (1113.36 M)

Airdrie AirPark Ltd. 5430 – 11th Street NE Calgary, Alberta T2E 7E9 Call or Text: 403.948.5839 or 403.466.7051 cef4.airdrie@gmail.com airpark@bindercapital.ca

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- 1. Upon receipt of payment for the daily use fee, AAL grants landing permission and usage of the runway, grass parking areas and access ramps, to the purchaser ("USER"), valid for the purchased calendar date(s).
- Internet registration by way of the Airdrie Flying Club (AFC) is valid only for non-commercial propeller driven or rotary wing aircraft less than 5000 kg MTOW, all others must have specific written permission from AAL. Unless otherwise agreed to in writing by AAL, the USER will not enplane or deplane any passengers on any commercial flight.
- 3. The Pilot in Command (PIC) of all aircraft, inbound, departing or moving on the airpark, is responsible for the safety of persons and property, strict adherence to Transport Canada regulations, and good airmanship practices.
- 4. The USER shall ensure that all of its activities and all of its activities at the Airport are conducted in a safe, professional and workmanlike manner. The PIC of each aircraft, and/or USER accepts the responsibility for providing adequate supervision for the maintenance of good order during the entire time the USER and passengers occupies, or makes use of the facility.
- 5. The USER will be responsible for the cost to reinstate and make good, any damage caused in, or to the facility. Utilities including sewage, electricity, trash disposal, and water are not available. The USER shall further be responsible for the cost of environmental cleanup for any fuel or oil spills.
- 6. AAL has the unfettered right to operate the Airport in such manner as it may, in its sole discretion, determine. Accordingly, AAL reserves the unfettered right from time to time to adopt, promulgate, issue, reissue, amend, cancel, impose and enforce any rules, regulations, policies, procedures, restrictions, or fees designed to control or restrict activities of airport users including the movement, use, parking, storage, repair or operations of aircraft at the Airports by any Person, including the USER of the Airport.
- 7. The USER releases and forever discharges AAL or AFC from any and all actions, causes of action, claims, and demands for damages, loss, or injury, however arising, which may be sustained by the USER or any person in consequence of accessing or occupying the facility, regardless of however such access is made.
- 8. The USER shall indemnify and save harmless, AAL or AFC against all liability, claims, damages, or expenses due to, or arising out of, any act or neglect by the crew, passengers or guests of the USER, on or about the facility, or due to, or arising out of, the entry or use of the facility, including liability for injury or damage to any persons or property of the USER.
- 9. All aircraft shall maintain liability insurance as prescribed in the CAR's. The use of the Airpark is entirely at the sole risk of the USER. AAL or AFC shall not be liable, directly or indirectly, to the USER for any injury, loss, expense, claim, damage (including, any direct, consequential, special, punitive, indirect or incidental damage), loss of income or profit, other loss or cost, including, attorney's fees and costs, of any nature arising from anything done or omission by AAL or AFC, whether by accident, negligence, willful misconduct or otherwise, in relation to or arising from any use, operation, condition or provision of any activities or operations relating to the Airpark, and whether or not such injury, loss, expense, claim, damage, or other loss or cost arises in contract or tort, under statute, in equity, at law or otherwise.
- 10. Without limiting any of the foregoing, under no circumstances will AAL or AFC be held liable for any damage to, alteration, theft, destruction or loss of any of a USER's property, however so caused. The USER understands and explicitly agrees by way of acknowledgement of these terms and payment of the daily use fee, that entry and use of the Airpark and any/all facilities is entirely at the USER's sole risk and expense.