

Boyne Resorts
Site Use Agreement for Drone Operations

This Site Use Agreement is entered into this _____ day of _____, 2022 (the “Agreement”), by and between _____ (hereinafter “User”), and Sugarloaf Mountain Corporation (hereinafter “Owner”). User and Owner hereby agree as follows:

Owner agrees to allow User to operate a commercial drone for photography and videography at Sugarloaf on _____, 2022 (hereinafter the “Activities”).

In exchange for allowing User to use certain parts of the ski area premises for Activities, User agrees and understands as follows:

1. Permitted Use. User shall be permitted to use only those portions of the premises designated by Owner for the Activities (the “Premises”) pursuant to the following terms and conditions. Owner does not warrant or maintain that the designated locations are appropriate for the Activities. User agrees and warrants that it will inspect the Premises prior to each use and accepts the Premises in its then existing condition. User agrees and acknowledges that Owner has made no representations or warranties about the condition of the Premises.
2. Other Use. User acknowledges and accepts that other uses of the Premises will occur where Activities are conducted, including use of the Premises for motorized traffic, pedestrian or other public access. Owner reserves the right to relocate the site of the Activities or delay the Activities if it determines in its sole discretion that the site is unsafe or unsuitable for the Activities on the date scheduled.
3. Insurance. Prior to conducting any Activities at the Premises, User shall obtain and maintain Unmanned Aircraft Liability Insurance, issued by an insurance company with a BEST Guide rating of A- VII or better, on a per occurrence basis, with minimum limits of Two Million Dollars (\$2,000,000) per occurrence. User’s insurance shall include coverage for drone operations, bodily injury and property damage, premises liability, and contractual liability. The insurance limits may be provided through a combination of primary and umbrella and/or excess policies, provided however that umbrella or excess coverage shall be at least as broad as the underlying coverage required herein. Owner and Boyne USA, Inc. shall be named as additional insureds by endorsement to the policies. User’s liability insurance shall be primary and non-contributory to any insurance otherwise maintained by Owner; and shall include a waiver of subrogation in favor of Owner and its insurers. User shall provide Owner with proof of insurance in the form of an ACORD certificate of insurance attaching additional insured and subrogation waiver endorsements at the time this agreement is executed and at any other time as requested by Owner.
4. Indemnification.
 - (a) User hereby agrees to defend, indemnify, release and hold harmless Owner and Boyne USA Inc., together with their respective owners, officers, directors, shareholders, partners, parents, subsidiaries, affiliates, employees, volunteers, representatives and agents (collectively “Indemnitees”) against any and all claims, losses, liabilities, damages, injuries, suits, judgments, penalties and expenses (including attorney fees) arising out of or resulting from or occurring in connection with the Activities or User’s presence on the Premises, including but not limited to any claims, losses, liabilities, damages or expenses brought against Indemnitees as a result of the acts, errors or omissions of User, its agents, subcontractors, employees or anyone working for, hired by or contracted by User.
 - (b) With respect to any claim resulting from injury or loss to User or an employee or subcontractor thereof, User agrees to defend, indemnify, release and hold harmless Indemnities from the entire amount of such claim, and the indemnification under this paragraph shall not be limited in any way by limitations on the amount or type of damages, compensation or benefits payable by or for User under workers’ compensation acts, disability benefits acts or other employee benefits acts. User hereby expressly waives any provision of the applicable workers’ compensation acts, disability benefits acts or other employee benefits acts, which would otherwise provide immunity to User from such indemnity.

5. Licenses, Authority. User hereby represents and warrants that the person signing below has full power and authority to enter into this Agreement and to perform its obligations hereunder, and has obtained all the necessary licenses and certifications required for its performance under this Agreement, including a remote pilot certification pursuant to 14 CFR Part 107. User shall provide Owner with a copy of its FAA drone certification at the time this Agreement is executed and at any other time as requested by Owner.
6. Compliance. User represents and warrants that User is knowledgeable of and will comply with all state and federal requirements for drone operation including but not limited to 14 CFR Part 107; and will have all required FAA waivers and permissions from airports located on or within five miles of Owner's property.
7. No Waiver. The failure of either party to assert any of its rights hereunder shall not constitute a waiver of such rights. No consent or waiver, express or implied, by Owner or User, to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.
8. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and User regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. This Agreement may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by authorized representatives of Owner and User.
9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, exclusive of the conflicts of law provisions thereof. The exclusive jurisdiction and venue for any claim arising out of or relating to this agreement shall be the State or Federal Courts of Maine located in or closest to Franklin County.
10. Severability. If any clause or provision of this Agreement shall be held invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
11. Independent Contractor. In carrying out its obligations and activities under this Agreement, it is understood and agreed that User is acting as an independent entity and not as an agent, partner, joint venture or employee of Owner. User is not to be considered an agent or employee of the Owner for any purpose. User and the employees thereof are not entitled to any of the benefits that Owner provides for the Owner's employees.

For Sugarloaf Mountain Corporation,

 Print Name

 Date

For [User name],

 Print Name

 Date