



Martha's Vineyard Land Bank Commission

APPLICATION FOR PERMISSION TO LAND AT TRADE WIND FIELDS PRESERVE OAK BLUFFS, MASSACHUSETTS

Please supply the following information:

Name _____

Mailing Address _____

Phone Number _____

Email Address _____

Once you have completed the above, please send this application, plus the following documentation, to Martha's Vineyard Land Bank Commission.

1. A signed Indemnification Agreement (enclosed)
2. A photocopy of your pilot's certificate
3. A photocopy of your current Class 1, 2 or 3 FAA medical certificate
4. A photocopy of your aircraft's registration certificate
5. A photocopy of the last two pages of your logbook
6. A photocopy of your last biennial flight endorsement
7. A self-addressed, stamped envelope

Check here if you prefer your permission be emailed _____

Your application will receive a preliminary review at the Land Bank office. It will then be forwarded to the Land Bank's airport services coordinator, Fr. Michael Nagle, who issues all permission-to-land slips. Please allow a few days for delivery and then telephone Fr. Nagle at 508-878-0331 for a final review.

Permission will expire on December 31. You must re-apply every year.

INDEMNIFICATION

This Indemnification Agreement (the "Agreement") is executed this ____th day of _____, _____ by _____ (the "INDEMNITOR") in favor of the **MARTHA'S VINEYARD LAND BANK COMMISSION**, a corporate body politic with a principal place of business at 167 Main Street, Edgartown, Massachusetts (the "**LAND BANK**").

RECITALS

WHEREAS **INDEMNITOR** desires to obtain permission to use the **LAND BANK's** Trade Wind Fields Preserve airstrip; and

WHEREAS **INDEMNITOR** either owns or leases the following type of aircraft and wishes to operate such aircraft at Trade Wind Fields: _____; and
(type of aircraft and tail number)

WHEREAS **INDEMNITOR** is aware (1.) that the Trade Wind Fields airstrip is not currently maintained or kept in repair by the **LAND BANK**; and (2.) that neither the **LAND BANK** nor any employee or attendant of the **LAND BANK** is charged with the duty of maintaining, caring for or guarding said airstrip; and

WHEREAS **INDEMNITOR** is aware that hazards exist on or near the Trade Wind Fields airstrip including but not limited to loose soil, wildlife, pedestrians and others; and

WHEREAS **INDEMNITOR** is aware that there is no regulation of air traffic or prevention of trespass by animals, persons or vehicles at the Trade Wind Fields airstrip;

NOW THEREFORE in consideration of the undersigned's being granted permission to use the Trade Wind Fields airstrip and the ancillary adjacent premises, **INDEMNITOR** hereby agrees as follows:

AGREEMENT

1. Use of Airstrip.

The use of the Trade Wind Fields airstrip and ancillary adjacent premises by **INDEMNITOR**, its agents, servants, employees, licensees and invitees (collectively, the "Indemnitor Parties") shall be subject to the following conditions and restrictions:

- [a] Such use shall be for a period of time commencing on the date of execution of this Agreement and terminating on December 31 of that year and for no other time period whatsoever.
- [b] Such use of said airstrip shall be confined to periods of daylight and no landings, takeoffs or other use of said airstrip shall be performed during times of reduced visibility, whether caused by darkness, inclement weather or otherwise.
- [c] **INDEMNITOR** shall comply with Section 3 hereof.

2. Termination.

Upon five (5) days written notice to **INDEMNITOR**, the **LAND BANK** may terminate any and all rights of the Indemnitor Parties under this Agreement. Notwithstanding the foregoing, if **INDEMNITOR** breaches any term or condition of this Agreement, the **LAND BANK** may immediately terminate any and all rights of the Indemnitor Parties under this Agreement. The **LAND BANK**'s termination of the Indemnitor Parties' rights under this Agreement shall in no way affect **INDEMNITOR**'s obligations under Section 3 hereunder.

3. Assumption of Risk.

INDEMNITOR does hereby for itself, its heirs and personal representatives, assume any and all risks and hazards of the use of the Trade Wind Fields airstrip and ancillary adjacent premises (including, but not limited to, those risks and hazards described in the Recitals herein above) and releases and discharges the **LAND BANK**, its agents, servants and employees of and from any and all liability, and hereby indemnifies and agrees to hold harmless the **LAND BANK**, its agents, servants and employees against any and all liability, claims and demands for injury or damage to the person and property of the Indemnitor Parties, and each of them, and to the person or property of others, including the **LAND BANK**, its agents, servants and employees, arising out of or claimed to

arise out of or in any way connected with the use by the Indemnitor Parties, and each of them, as aforesaid of said airstrip and ancillary premises.

IN WITNESS WHEREOF, INDEMNITOR has executed this Agreement as of the date written below.

signature _____

print name _____

date _____

WITNESS: _____