

PERMITTEE AGREEMENT

The undersigned permittee (“Permittee”) acknowledges that the work to be performed by the Permittee may be on areas (the “Demised Areas”) which have been leased by the Commissioners of St. Mary’s County (the “County”) to S. Hunt Aero, LLC, Airport Development, LLC and SM Hangars, Inc. (jointly and severally a “Tenant”) pursuant to separate leases with each Tenant (jointly and severally the “Lease”). Each Lease requires, among other things, that each Tenant manage and maintain their respective Demised Areas and to indemnify the County with regards to certain activities carried on within the Demised Areas. As a condition to the Permittee’s entry upon the Demised Areas, the Permittee hereby agrees as follows:

1. That the Permittee shall name each Tenant as an additional insured with waiver of subrogation on each policy of insurance which the Permittee is required to maintain benefitting the County as an insured, and shall maintain such insurance in effect during all times of entries onto the Demised Premises and shall provide to each Tenant a copy of such insurance. The insurance company shall provide thirty (30) day’s prior written notice of any cancelation to each Tenant. The Permittee insurance shall be primary without right of contribution from any other insurer.

2. That the Permittee’s activities on the Demised Premises shall be carried on in accordance with the terms, covenants, conditions and regulations applicable to the use of the Demised Area, or any portion thereof, pursuant to each Lease, and as applicable, any sublease between a Tenant, as sublandlord and the applicable subtenant for whom work is being performed, and no activity shall be carried on by the Permittee on the Demised Premises which would constitute a breach of the Lease or applicable sublease and permit. All work performed on the Demised Premises shall be carried on within the hangar and shall only be performed for bona fide tenants or subtenants of the Demised Premises. Nothing herein or in the permit shall be construed as granting Permittee a lease or sublease for the Demised Premises nor amending any lease or sublease to which a Tenant is a party so as to allow for a commercial uses, or any other uses of any portion of the Demised Premises not currently allowed by a sublease of the Demised Premises.

3. That the Permittee shall indemnify and hold harmless each Tenant against and from, and shall reimburse each Tenant for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, including but not limited to actual attorney’s fees, which may be imposed upon or incurred or paid by or asserted against a Tenant or County’s interest in the Demised Area and/or improvements located thereon by reason of or in connection with any of the following: (i) the Permittee’s of the Demised Area; (ii) the conduct of Permittee’s business or any work or activity or other things allowed or permitted to be done in or on the Demised Area; (iii) any breach or default in the performance of any of Permittee’s obligations under this Agreement; or (iv) any other acts or omissions of Permittee, its agents, employees, invitees or contractors relating to the Demised Area or the business of the Permittee thereon.

4. That the Permittee shall carry on its activities on the Demised Premises strictly in accordance with all applicable laws, ordinances, rules and regulations.

5. That the Permittee shall provide to each Tenant a copy of the permit issued by the County, the permit application, and any FAA Operations/Specifications or other FAA certificates/ documents as may be required to ascertain the permit holder’s authorized functions.

6. That in the event of a breach of any provision of this Agreement, the affected Tenant shall have the right to enforce the terms herein and shall be entitled to equitable and legal relief and to recover from the Permittee its costs and expenses including actual attorney’s fees.

Witness the hand and seal of the Permittee as set forth below.

Printed Name: _____
Address: _____

Contact No: _____