AIRSIDE VEHICLE INDEMNITY AND RELEASE

1. **THIS AGREEMENT** is made on the ..... day of ..... 202..... between the following parties:

   MACKAY AIRPORT PTY LIMITED owner/operator of Mackay Airport in the State of Queensland; and

   _____ ("Indemnitor")

2. **RECITALS:**

   (a) Mackay Airport Pty Limited owns and operates Mackay Airport.

   (b) Mackay Airport Pty Limited will permit the Indemnitor to enter upon and to use and operate Vehicles on the Airside of the Airport on the condition that the Indemnitor gives the indemnities and releases contained in this agreement.

   THIS AGREEMENT WITNESSES that in consideration, amongst other things, of the mutual promises contained in this Agreement, the parties agree.

3. **DEFINITIONS**

   In this Agreement:

   "Airport" means Mackay Airport

   "Airside" means the Movement Area of an Airport, adjacent terrain and buildings or portions thereof being the areas marked as such on the plan detailed in the Airside Vehicle Control Manual

   "Authority for Use Airside" means a permit to be affixed to a Vehicle approved to access the Airside, issued by the Mackay Airport Pty Limited or by an Approved Issuing Authority

   "MAPL" means Mackay Airport Pty Limited

   "Indemnitor" means the Vehicle Operator or person applying for an Authority for Use Airside

   “Leased Area” means an area Airside that has been leased to a Vehicle Operator for the purposes of carrying out an aviation-related business

   "Vehicle" means any motor vehicle, special purpose vehicle or other mobile equipment, which is used on the Airside, or taken onto the Airside, by the Indemnitor

4. **INTERPRETATION**

   In this Agreement, unless the context otherwise requires:

   (a) headings and underlining are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa.

5. INDEMNITY

(a) In consideration of MAPL permitting the Indemnitor to enter upon and to use and operate Vehicles on the Airside of the Airport the Indemnitor must indemnify and keep indemnified MAPL and each servant, officer, agent and contractor of MAPL from and against all and any loss, damage, cost, charge, expense or other liability however suffered, paid or incurred by or threatened against MAPL or any one or more of its servants, officers, agents and contractors in relation to or arising out of or in consequence of:

(i) any action, proceeding, claim or demand which is or may be brought, made or prosecuted or threatened against the MAPL or any one or more of its servants, officers, agents and contractors in respect of any loss of or damage to property, loss of life or personal injury or other loss that may arise in any way from the use or operation of any Vehicle on the Airside by the Indemnitor or by any servant, officer, agent or contractor of the Indemnitor (including, but not limited to any loss of or damage to property or loss of life or personal injury or other loss suffered or incurred by the Indemnitor or any servant, officer, agent or contractor of the Indemnitor); and

(ii) any other thing in any way relating to the use of or operation of any Vehicle on the Airside by the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; and

(iii) the presence on the Airside of any Vehicle (whether or not being used or operated at the time) under the control of the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; and

(iv) the presence on the Airside for any reason whatever of any servant, officer, agent or contractor of the Indemnitor.

(b) The indemnity in clause 5(a) is a continuing indemnity and remains in full force and effect until this Agreement has been finally discharged by MAPL in writing.

(c) The Indemnitor must pay any monies owing under this clause to MAPL immediately upon demand by MAPL.

(d) The indemnity contained in clause 5(a) does not apply to the extent that any such loss, damage, cost, charge, expense or other liability was caused by the fraud or negligence of MAPL or its servants, officers, agents or contractors.

6. RELEASE

(a) The Indemnitor releases the MAPL and each servant, officer, agent and contractor of the MAPL from:

(i) all claims, actions, causes of action, proceedings and demands which the Indemnitor now has or, but for clause 5 would or might at any time in the future have, against the MAPL or any servant, officer, agent or contractor of MAPL; and

(ii) all present or future liability of MAPL or any servant, officer, agent or contractor of MAPL to the Indemnitor however caused in relation to or arising out of or in consequence of:

(a) the use or operation of any Vehicle on the Airside by the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; or

(b) the presence on the Airside of any Vehicle (whether or not being used or operated at the time) under the control of the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; or

(c) the presence on the Airside for any reason whatever of any servant, officer, agent or contractor of the Indemnitor; or

(d) any combination of any of the things referred to in paragraphs 6(a)(i)(A) to (C) inclusive. However, the release set out in this clause shall not operate to the extent such claims, demands or liabilities are caused by fraud or negligence on the part of MAPL or any of its servants, officers, agents or contractors.

(iii) The release contained in clause 6(a) operates even if the Indemnitor is not now aware of, or has no present knowledge of, or at any future time is not aware or has no knowledge of, any fact or circumstance which may now or in the future be relevant to or apply in relation to any such claim, action, cause of action, proceeding or demand or liability.

(iv) The Indemnitor must not make or commence or threaten to make or commence any claim, action, cause of action, proceeding or demand referred to in clause 6(a).

7. INSURANCE

(a) The Indemnitor must insure itself and keep insured in a sum of not less than Twenty Million Dollars ($20,000,000) with an **INSURANCE COMPANY** approved by MAPL against all liability to the Indemnitor arising from this Agreement.

(b) The Indemnitor will at all times whenever so required by MAPL produce such evidence acceptable to MAPL that the insurance is in full force and effect.

(c) If the Indemnitor fails to insure itself as required by this clause, MAPL may itself effect the insurance and the premium paid in respect of such insurance will be a debt due to MAPL by the Indemnitor and may be sued for and recovered by MAPL as a liquidated demand in any Court of competent jurisdiction.

8. BENEFIT

It is intended that each servant, officer, agent and contractor of MAPL obtain benefits expressed in their favour under this Agreement and be entitled to enforce the same.

9. GOVERNING LAW

(a) This Agreement is to be governed by the laws of the Commonwealth of Australia and the State of Queensland.

(b) The Indemnitor submits to the non-exclusive jurisdiction of the Courts of the Commonwealth of Australia and the State of Queensland and any Courts which have jurisdiction to entertain appeals from the aforementioned Courts.

10. SIGNATURES

Signed for and on behalf of
MACKAY AIRPORT PTY LIMITED

Name: _____ Signature: _____ Date: _____

Witness Name: _____ Signature: _____ Date: _____

Signed for and on behalf of

_____

Name: _____ Signature: _____ Date: _____

Witness Name: _____ Signature: _____ Date: _____
(a duly appointed officer)