

CIVIL AIRCRAFT HOLD HARMLESS AGREEMENT

*Form Approved
OMB No. 0701-0050
Expires Apr 30, 2007*

The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0701-0050). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION. SEND COMPLETED FORM TO THE ADDRESS IN NOTE 2 ON BACK.

NOTE: THIS FORM DOES NOT CONSTITUTE A CIVIL AIRCRAFT LANDING PERMIT.

Please read Privacy Act Statement and Instructions on back before completing this form.

If additional space is required, continue on back.

1. THE USER NAMED BELOW, IN CONSIDERATION OF PERMISSION GRANTED BY THE UNITED STATES ARMED FORCES UNDER PL 85-726, 49 USC SECTION 44502(d), TO USE MILITARY AIRFIELD FACILITIES, AGREES:

a. The User releases forever the United States, its agencies, and United States personnel, from every liability arising out of the use of the military airfield, supplies, or services, by the User. The User will defend, pay or settle every claim or suit against the United States, its agencies, and United States personnel, by agents or employees of the User or persons claiming through them, or by third parties, and will hold the United States, its agencies, and United States personnel, harmless against every such claim or suit, including attorney fees, costs, and expenses, arising out of the use of the military airfield or military supplies or services, by the User.

EXCEPTION: Death, injury, loss or damage to persons or property resulting solely from the willful misconduct of United States personnel; and, in addition, any liability from another contract concerning the use of the military airfield, supplies, or services shall not be affected by the Hold Harmless Agreement.

b. The User will pay or settle every claim for death or injury to United States personnel, or for loss or damage to property of or under the control of the United States or United States personnel, arising out of the use of the military airfield or military supplies or services, by the User, unless the death, injury, loss, or damage results solely from the negligence or willful misconduct of United States personnel.

c. For the purposes of this agreement, the term "United States personnel" shall include:

(1) Military personnel and civilian employees of the United States, including non-appropriated fund employees, acting within the scope of their employment, and

(2) Heirs, successors, executors, administrators, and assigns of such employees.

d. The User will comply with all pertinent parts of applicable military regulations listed in NOTE 1 and local supplements, directives, and orders, which are hereby incorporated into this agreement.

e. This agreement replaces previous Hold Harmless Agreements, if any, by the same User, as of the date of this agreement. Termination by the User requires 60 days written notice to the military authority where the agreement was submitted.

NOTE 1	ARMY	NAVY	AIR FORCE
AR 95-2	Can be viewed at: http://books.army.mil/cgi-bin/bookmgr/Shelves	SECNAVINST 3770.1C Can be viewed at: http://neds.nebt.daps.mil/Directives/dirindex.html	AFI 10-1001 Can be viewed at: http://afpubs.hq.af.mil

2. USER

a. **CORPORATION** (Name and address of divisions, subsidiaries, or companies of the parent organization named as user and for whom the user is legally liable should also be listed if this agreement is applicable to their use of military airfields.)

(1) TYPED COMPANY NAME(S)	(2) COMPANY ADDRESS(ES)

b. INDIVIDUAL OR FIRST CORPORATE OFFICER

(1) TYPED NAME (Last, First, Middle Initial)	(2) ADDRESS (If corporation, may state "Same as Above")
(3) SIGNATURE (Blue Ink)	(4) TITLE (If corporate officer)

3. VERIFICATION (Complete if the user is a company, corporation, etc.)

I hereby verify that the signatory above holds the position indicated and is duly authorized to sign on behalf of the User.

a. SECOND CORPORATE OFFICER

(1) TYPED NAME (Last, First, Middle Initial)	(2) SIGNATURE (Blue Ink)
(3) TITLE	4. DATE SIGNED (YYYYMMDD)

PRIVACY ACT STATEMENT

AUTHORITY: 49 U.S. Code, Section 44502(d).

PRINCIPAL PURPOSE(S): Indicates certification by an individual or corporation to hold the U.S. Government harmless in consideration of permission granted for the operation of civil aircraft into military aviation facilities. Used in conjunction with DD Forms 2400 and 2401. It is maintained indefinitely.

ROUTINE USE(S): None.

DISCLOSURE: Voluntary; however, failure to provide this information will result in an individual or corporation being unable to operate civil aircraft into a military aviation facility.

5. REMARKS *(If additional space is required, continue here. Refer to item number.)*

INSTRUCTIONS

1. Form must be filed along with DD Forms 2400 and 2401 to obtain a civil aircraft landing permit.
2. Complete all applicable items and submit to appropriate addresses in Note 2 below.
3. If the user is a corporation/company, all blocks must be completed and the form must be signed by two different corporate officers. If the user is an individual, only Items 2b and 4 should be completed.
4. Original, handscribed signatures are required. Signature stamps, camera copied signatures, or any type of facsimile signatures are unacceptable.
5. This form is available under DefenseLINK, Publications.

ARMY	NAVY	AIR FORCE
<u>NOTE 2</u> DIRECTOR USAASA, ATTN: ATAS-AS BLDG 1466 9325 GUNSTON RD, SUITE N319 FT BELVOIR, VA 22060-5582 (703) 806-4864	COMMANDER NAVAL FACILITIES ENGINEERING COMMAND CODE: REAT WASHINGTON NAVY YARD 1322 PATTERSON AVE. S.E., SUITE 1000 WASHINGTON, DC 20374-5065 (202)685-9202	HQ USAF/XOO-CA 1480 AIR FORCE PENTAGON RM 4D1010 WASHINGTON, DC 20330-1480 (703) 697-5967