



## Aircraft De-Icing / Anti-Icing Payment Agreement AND Hold Harmless Waiver

DATE \_\_\_\_\_ AIRCRAFT TAIL NUMBER \_\_\_\_\_ AIRCRAFT TYPE \_\_\_\_\_

AIRCRAFT OWNER / OPERATOR \_\_\_\_\_ AIRCRAFT REPRESENTATIVE \_\_\_\_\_

PHONE No. \_\_\_\_\_ E-Mail Address. \_\_\_\_\_

### Aircraft De-Icing / Anti-Icing Service Agreement

I authorize Business Jet Center to charge the credit card that I have provided, a **\$250.00** Aircraft De-Icing/ Anti-Icing Service fee. I further authorize Business Jet Center to charge the credit card that I have provided for each gallon, as applicable, of Type-I Aircraft De-Icing Fluid dispensed and for each gallon of Type-IV Aircraft Anti-Icing Fluid dispensed in the service of the aircraft listed herein in the amount of **\$46.00** per gallon.

I acknowledge that the methods for dispensing aircraft de-icing and/or anti-icing fluid are dictated by FAA and SAE guidance and accepted industry best management practices. I agree that the amount of aircraft de-icing and/or anti-icing fluid dispensed, as applicable, upon the aircraft listed herein is based on the sole discretion of the trained and qualified Business Jet Center De-icing / Anti-icing team and that said team is authorized to make servicing decisions based on their judgements of aircraft surface contamination and meteorological conditions. I understand that Business Jet Center will complete the sale transaction and send me a copy of the receipt.

**FLUID AUTHORIZED TO BE DISPENSED:**

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TYPE I De-Icing Fluid

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TYPE IV Anti-Icing Fluid

Type of Credit Card: \_\_\_\_\_ Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Email to send receipt to: \_\_\_\_\_

Customer Signature

Date

### Aircraft De-Icing Service Hold Harmless Waiver

1: "Business Jet" refers to Business Jet Center Ltd. AND ALSO Business Jet Services Ltd. Or any of its affiliated entities. "Customer" refers to the legal entity that owns the aircraft for which the services have been performed by Business Jet to Customer.

2: Customer represents that it currently maintains policies of aircraft and commercial general liability insurance with respect to its aircraft, operations and maintenance, as well as, "all risk" type hull insurance on its aircraft and engines. Customer further represents that in the event any third party claim is made against Business Jet arising from and/or related to service of Customer's aircraft including but not limited to fueling, towing, cleaning of the aircraft, lavatory service, De-Icing, Anti-Icing, aircraft repairs & service, and aircraft hangaring., Customer's insurance carrier shall provide primary coverage for those claims.

3: Customer agrees to defend, indemnify, save and hold harmless Business Jet, its officers, directors, agents and employees collectively for any damage (including but not limited to: physical damage, consequential loss, loss of value, and loss of use) to the aircraft described on this Agreement occurring during the servicing of Customer's aircraft including but not limited to fueling, towing, cleaning of the aircraft, lavatory service, De-Icing, Anti-Icing, aircraft repairs & service, and aircraft hangaring. And further, the customer agrees to defend, indemnify, save and hold harmless Business Jet, its officers, directors, agents and employees collectively against any and all claims, suits, damages, fines and penalties including all expenses, reasonable attorney's fees and costs incidental to the defense of any claims arising from and/or related to the servicing of Customer's aircraft except to the extent such claims arise from willful misconduct of Business Jet.

4: It is expressly agreed and understood that under no circumstances shall Business Jet be liable to the customer for indirect incidental, consequential, special or exemplary damages, whether in contract or tort (including strict

liability negligence), such as, but not limited to, loss of revenue, loss of use or anticipated profits, diminution or loss of value, or costs associated with substitution or replacement aircraft except to the extent such claims arise from willful misconduct of Business Jet.

5: Customer releases Business Jet from any damages sustained to Customer's aircraft or other personal property as a result of high winds or other adverse weather conditions.

6: In consideration of the Services provided by Business Jet, Customer agrees to pay all charges incurred for Services provided with respect to the aircraft described on this Agreement while located at the Airport, including reasonable attorneys' fees if collection is required. Business Jet shall have the right to retain possession of the aforementioned aircraft or its parts as security for the payment of Services.

### I HAVE READ AND FULLY UNDERSTAND THE TERMS AND THE LIMITS OF THIS NOTICE.

I am hereby authorized to execute this agreement as the aircraft owner(s) or on behalf of the aircraft owner(s).

Aircraft Representative Signature

Date