

STANDARD CONDITIONS

Permit is not valid until a signed copy, proof of insurance coverage and FAA Authorization (recreational use) or Certificate of Operation and/or Airworthiness Certification are received by Onondaga County Parks.

INSURANCE/ HOLD HARMLESS

The Permittee agrees that it, its members, guests and invitees shall at all times comply with all rules and regulations of the Department, and shall reimburse the Department for any and all damages done to the County facilities as a result of the contracted event. Permittee understands that they are responsible for any and all damages or injuries they cause to any individuals within or outside the County facilities as well as any and all damages or injuries to any individual or property outside of the County facility, which may be caused by the events or activities as described and contracted for in this document. The Permittee further agrees to furnish the Department, in advance of the contracted date, a certificate of insurance wherein the Permittee is insured and the Department of Parks and Recreation and the County of Onondaga are designated as additional insured for minimum public liability insurance of \$1,000,000 per occurrence and \$1,000,000 annual aggregate, covering the dates of usage of the County facility. The cost of said insurance shall be solely that of the Permittee. Failure to comply with this provision shall render this agreement null and void.

The Permittee covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Onondaga, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Permittee if self employed, Permittee's employees, agents, or sub-Permittees; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the Permittee.

It is expressly understood and agreed between the parties that the entire hold harmless provision is intended to require the Permittee to defend and indemnify the County for misfeasance, omission of duty, negligence or wrongful act on the part of the Permittee and not for misfeasance, omission of duty, negligence or wrongful act on the part of the County.

- Permit is not valid if facility is closed to the general public unless directed under Permit.
- Permit is only valid for date(s) and location(s) within the facility that are authorized in this Permit.
- Permit shall be carried by the person responsible for the activity and presented to Park Police and park staff upon request.
- Areas and facilities used by the Permittee shall be left in the same condition that existed on arrival. Permittee shall clean up and dispose of all waste generated.
- No waiver of permit conditions is valid unless the Permit is amended and signed by the Commissioner of Parks or designee.
- Violation of permit terms may result in rescission of the permit.
- Onondaga County Parks reserves the right to suspend or terminate the activity if continuance would create a dangerous condition or threaten the health, safety or welfare of the Permittee or the public.
- Any required vehicle use fee or facility fee shall be paid at point of entry.

ADDITIONAL SPECIAL UAS CONDITIONS (as applicable):

- UAS shall not disturb or harass wildlife at Onondaga County Parks;
- UAS shall not interfere with search and rescue, law enforcement or other emergency operations;
- The operator shall not knowingly operate the UAS in violation of airspace restrictions, FAA Regulations or other Federal, State or Local Laws or Regulations;
- UAS shall not be flown in a reckless manner or outside the designated area(s);
- Operators shall not operate UAS while under the influence of alcohol or drugs;
- Inexperienced UAS operators shall be accompanied and assisted by an experienced operator;
- Operators shall avoid flying directly over people, vessels, vehicles or structures and shall avoid endangering the life and property of others;
- Operators shall immediately report all accidents involving any injury or damage to any resource or property to the Facility Manager named in Permit and/or Park Police, notification does not relieve the operator from reporting requirements under 49 CFR 830 or under a Certificate of Authorization (COA) or Airworthiness Certification required by the FAA;
- UAS shall be within visual sight, with no visual aids authorized, of the operator at all times during flight;
- Recreational operators shall have sufficient proof of liability insurance or proof of membership in an organization such as the Academy of Model Aeronautics (AMA), which includes liability insurance coverage with membership;
- Recreational operators shall comply with Advisory Circular 91-57 and section 336 of the FAA Reauthorization Act of 2012; and
- Commercial or administrative operators shall have a Certificate of Operation or Airworthiness Certification issued by the FAA and shall comply with all FAA rules and regulations.
- Safety line(s) shall be established for landing, take-off zones and area of flight, if applicable;
- Only persons associated with flying with UAS are allowed at or in front of the safety line that separates the area of flight operations from non-flight areas;
- An area away from safety line shall be maintained for spectators and intentional flying behind the safety line shall be prohibited;
- Specific time of day restrictions may apply (e.g., no nighttime operations);
- Mufflers are required on all flammable fuel-powered models;
- Pilots/operators shall make the appropriate announcement when taking off, landing, or in emergency situations;
- First aid kits shall be carried by pilots/operators;
- Prohibition on the use of flammable liquids for fueling. If flammable fuels are allowed, the following requirements shall apply:
 - All flammable fuels will be stored in containers that are Underwriters Laboratories (UL) listed and approved.
 - No more than 5 gallons of all flammable liquid may be on site at any time.
 - A fully operational 10# ABC portable fire extinguisher must be on site.
 - All flight operations will be limited to times when there is no presence or threat of lightning or thunderstorms, no presence or threat of precipitation, and no presence of sustained wind greater than 5 mph or threat of wind gusts greater than 10 mph.
 - Size and weight restrictions may apply.
- UAS shall not be launched, landed, or operated from or on areas that are eligible, studied, proposed, recommended, or officially designated as sensitive areas (e.g., bird sanctuary or high fire-danger areas).
- One single pilot may not control more than one UAS at the same time.