**Holden Arboretum Police Department**

**9500 Sperry Rd**

**Kirtland, OH 44094**

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# OPERATION OF AIRCRAFT

# PERMIT APPLICATION

Please allow 5 working days to process this application.

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| NAME OF APPLICANT  (if a Company, provide the Company name) |  |
| NAME OF BUSINESS  (if applicable) |  |
| Remote Pilot Certificate Number (photocopy attached with current certificate) |  |
| ADDRESS OF THE APPLICANT  (business or residential) | Residential:   Business: |
| TELEPHONE |  |
| EMAIL |  |
| **WILL YOU BE USING THE AIRCRAFT PROFESSIONALLY OR FOR FINANCIAL GAIN?** | YES (please provide a photocopy of your 107 license) NO – for recreational only |
| AIRCRAFT REGISTRATION NUMBER |  |
| AIRCRAFT DETAILS (Including make and model) |  |
| PROPOSED PERIOD OF OPERATIONS |  |
| **FLIGHT LOCATION** |  |
| **LIABILITY INSURANCE INFORMATION** |  |
| **CONDITIONS** | The Applicant must agree to comply with the terms and conditions that appear on page 2 of this application. Clubs, businesses, companies and associations must provide a vendor’s license.  Further conditions may be added. |

### INFORMATION ABOUT OPERATION OF AN AIRCRAFT

A permit issued:

1. Is valid for the period specified in the issued permit; and
2. Is subject to such terms and conditions that Holden thinks fit and specifies in the issued permit.

### CONDITIONS

In consideration of Holden granting to the Applicant a Permit, the Applicant hereby agrees as follows:

1. The Applicant will carry a copy of the permit and conditions, and must produce it to any employee of Holden when requested.
2. In respect of a drone, the Applicant must:
3. Unless specifically authorised in the conditions for the permit, operate only at the location applied for during the time frame indicated;
4. Not operate in a way that annoys or creates a hazard to visitors or employees, disturbs plant life, wildlife, or interferes with Holden management operations;
5. Ensure flights are conducted in alignment with the requirements of the Federal Aviation Administration and Title 14 of the Code of Federal Regulations (14CFR) Part 107 for the permitted aircraft;
6. Not use the drone to record or photograph people without their permission;
7. Not fly over or near an emergency response operation, including but not limited to accidents, fires, flood emergencies, police operations and search and rescue activities.
8. The Permit does not permit the conduct of trade or commerce on Holden property or associated with the activity, which requires an appropriate contract with Holden.
9. It is the responsibility of the Applicant to comply with all statutes and Regulations in force in respect to Holden, local laws and all other legal requirements relevant to the operation of the aircraft and to ensure that all employees, agents and other persons associated with the operation of the aircraft comply.
10. If the Applicant is a business, club, association, school group or not-for-profit organisation, the Applicant will effect and keep effected a comprehensive “all risks” liability inclusive of public liability and claims arising out of the permit of not less than ten million dollars ($10 000 000) for any single event, which policy will be endorsed to the include the indemnity given by the applicant herein.
11. Holden accepts no liability for any loss, damage or injury of any nature to the Applicant or any other person or thing arising because of or in any way connected with the presence of the Applicant on Holden property.
12. The Applicant must:
13. make good any damage to Holden property which results from the activity or the presence of the Applicant on the property;
14. not obtain any footage that depicts any person in a dangerous situation or less than 30 feet from a cliff edge or doing anything improper, unsafe or not usual visitor activity;
15. indemnify, and keep indemnified, The Holden Forest and Garden, and its employees and agents against all claims, demands, loss or damage to property or injury to or death to any person arising as a result of or in connection with:
    * 1. the breach by the Applicant or the neglect or failure of the Applicant to observe or perform and fulfil any of the conditions contained herein;
      2. the conduct of the activity by the Applicant or the Participants while on Holden property;
      3. the presence of the Applicant and the Participants on Holden property..
16. The Applicant must comply with all reasonable directions or requests given by any Officer or Holden employee and comply with the all conditions specified in the permit. Failure to do so will result in termination of the permit.
17. The permit will not give the Applicant any rights to the exclusive use, enjoyment or occupancy of any area of the grounds unless specifically authorised in the permit.

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| *This acknowledgement is to be completed by the Applicant for the permit, or if the Applicant is a company or other body, by its duly authorised officer.* | |
| **I/We have read the conditions of this Application and agree to abide by and comply with all the conditions above and any special conditions that Holden may impose as part of the issued permit.  Agree** | |
| NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | DATE: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ |