

BAY POINT IMPROVEMENT ASSOCIATION, INC.

APPLICATION FOR PERMISSION TO OPERATE
REMOTELY CONTROLLED FLYING DEVICE ("DRONE")

The undersigned (hereinafter "Member") hereby makes application to Bay Point Improvement Association, Inc. (hereinafter "BPIA") for permission to operate a remotely controlled flying device (hereinafter "Drone") within the jurisdictional limits of BPIA subject to, and in accordance with, the terms and conditions set forth herein.

Applicant/Member Information:

1. *Member's Name:* _____
2. *Member's Parcel (hereinafter "the Member's Parcel"):* _____

3. *Member's Street Address:* _____
4. *Member's Telephone Number:* _____
5. *Names of all Owners of Parcel as Identified on Deed (or other Document of Conveyance) of Parcel (Note: All Persons and/or Representatives of Entities Identified on Deed or other Document of Conveyance will be required to sign this Application – hereinafter "Parcel Owners"):* _____

6. *Member's Insurance Information (Note: Disclosure of all insurance policies held by Member will be required – including Property Casualty Insurance, Liability Insurance, Automobile Insurance, and Umbrella Policies, as well as minimum required coverages and designations):*

Insurance Company: _____
Policy Number: _____

Insurance Company: _____
Policy Number: _____

Insurance Company: _____
Policy Number: _____
7. *Complete Description of Remotely Controlled Flying Device ("Drone") for Which this Application is Submitted (hereinafter "the Drone"):* _____

Terms and Conditions:

1. This Application is submitted by Member for the purpose of obtaining permission to operate one remotely controlled flying device ("the Drone") within the jurisdictional limits of BPIA which shall be solely that device identified in item number 7 of the Applicant/Member Information provided herein. Use, possession and/or operation of any remotely controlled flying device other than the Drone described in item 7 of the Applicant/Member Information provided herein is not permitted

and shall be a violation of the BPIA rule prohibiting remotely controlled flying devices within the jurisdictional limits of BPIA.

2. The Member making this Application shall be the sole individual authorized to operate the Drone. Member shall not permit or allow any other person to use, possess or operate the Drone within the jurisdictional limits of BPIA.
3. Member shall comply with all local, state and federal laws, statutes, rules, regulations and guidelines now existing and/or those amended and/or adopted in the future with regard to the possession, use and/or operation of the Drone. Violation by Member of any such local, state or federal law, statute, rule, regulation or guideline, and/or violation by Member of any BPIA rule or regulation, and/or violation by Member of any of the Terms and Conditions set forth herein, shall operate as immediate termination of any and all privileges afforded to Member by approval of this Application.
4. Member shall not place, use or operate the Drone on, in, or over any other parcel or common areas located within the jurisdictional limits of BPIA other than the Member's Parcel.
5. Member shall retain control over the use and operation of the Drone at all times.
6. Member shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all other persons and property and shall hold BPIA, its members, Board of Directors, Officers, Manager and Employees harmless from any and all liability which may arise from Member's ownership, possession, use and/or operation of the Drone, and to the fullest extent permitted by law shall indemnify and defend BPIA, its members, Board of Directors, Officers, Manager and Employees (hereinafter "BPIA Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees caused by Member's possession, use and/or operation of the Drone. In addition, this indemnification, hold harmless and duty to defend obligation will apply to all acts, conduct, omissions and negligence of the Member with respect to any such claim, damage, loss or expense for any and all losses and damages incurred by reason of Member's ownership, possession, use and/or operation of the Drone. The indemnification as provided in this paragraph shall be subject to a monetary limitation of One Million Dollars (\$1,000,000.00). The Member and BPIA both acknowledge that the monetary limitation referenced above bears a reasonable commercial relationship to this Application.
7. Member and all Parcel Owners hereby grant to BPIA and the BPIA Indemnitees the right to establishment of a lien on the Parcel in favor of the BPIA Indemnitees as security for Member's duty to indemnify, hold harmless and duty to defend obligation as applied to all acts, conduct, omissions and negligence of the Member with respect to any such claim, damage, loss or expense for any and all losses and damages incurred by reason of Member's ownership, possession, use and/or operation of the Drone. The lien right afforded to BPIA and the BPIA Indemnitees by this provision may be enforced by the filing of a Claim of Lien in and among the public records of Bay County, Florida, which lien may then be enforced by BPIA and/or by any of the BPIA Indemnitees in the same manner as enforcement of a lien for unpaid assessments as set forth in Chapter 720, Florida Statutes, and as said statute may be amended from time to time.
8. Member shall obtain and/or maintain adequate insurance coverage at all times from the submission of this Application and thereafter and shall, contemporaneously with submission of this Application, provide to BPIA satisfactory written evidence (in the form of a Certificate of Insurance, and/or such other form(s) as BPIA may require) to confirm that Member has one or more policies of insurance in effect which provide a minimum of the following coverages and designations:

- (a) \$500,000.00 per occurrence liability insurance coverage;
- (b) No exclusion for possession, use and/or operation of any remotely controlled flying device (also known as "drones");
- (c) BPIA and BPIA Indemnites designated as "Additional Insureds" on all primary and excess liability policies; and
- (d) Thirty (30) day notice of cancellation to BPIA (Ten (10) days if cancellation is for non-payment of premium).

Failure of Member to have the required insurance coverage in full force and effect, cancellation of such insurance coverage, and/or failure of Member to immediately provide documentary evidence of such insurance coverage to BPIA in a form satisfactory to BPIA shall be an event of default by Member under the Terms and Conditions of this Application and shall, without necessity for notice, immediately effect termination of any and all privileges which Member has, or may have, under this Application and the approval thereof by BPIA.

- 9. Member and Parcel Owners, by their signatures below, acknowledge that they have each read and understand each and every term, provision and condition set forth herein, that it is their intent to comply with all Terms and Conditions of this Application, and that they consent to each requirement set forth herein. Member and Parcel Owners further hereby expressly waive and relinquish any and all rights they have, or may have, to trial by jury of any dispute involving enforcement and/or breach of any term or provision of this Application, and further waive and release any and all rights to assert homestead exemption with regard to the lien rights afforded to BPIA and BPIA Indemnites.
- 10. Approval of this Application by BPIA does not convey or establish any rights to or upon Member(s) or Parcel Owner(s), but merely the privileges as set forth herein. BPIA reserves the right, in its sole discretion, to revoke any and all such privileges at any time without further notice and without any right to Member(s) or Parcel Owner(s) to be heard.

I/we, the undersigned Member(s) and Parcel Owner(s), hereby submit this Application to BPIA for the purposes stated herein and do hereby consent and agree to each term, provision and condition as set forth herein. I/we further understand and acknowledge that approval of this Application by BPIA does not confer any rights to Member(s) or Parcel Owner(s), but that approval of this Application merely grants a privilege which is subject to each term and condition contained herein, and that such privilege may be revoked by BPIA in its sole discretion at any time without further notice and without any right to be heard.

Member(s):

Date:

Print Name: _____

Print Name: _____

Parcel Owner(s) – Other than Member:

Date:

Print Name: _____

Print Name: _____

Print Name: _____

Application Received By BPIA For Review:

Received by: _____ Date: _____
Print Name: _____
Position: _____

Application Approval/Rejection:

_____ Application Approved

_____ Application Rejected

If rejected, reason(s) for rejection: _____

By BPIA: _____ Date: _____
Print Name: _____
Position: _____

ACTIVE: 8811753_1