## Third Party Vendor Release ("Release")

SIGNATURE FLIGHT SUPPORT CORPORATION, a Delaware corporation, ("Signature"), which maintains a Fixed Base Operation ("FBO") at St. Paul Downtown Airport, St. Paul, MN ("Airport"), by its execution hereof, hereby authorizes the following person or entity, ("Vendor"), to enter the FBO premises on a temporary basis, consistent with the terms and conditions hereinafter stated.

1. <u>Vendor.</u> The name, address, and telephone number of the Vendor are as follows:

Name: Sr. Cmdr. Tim Flynn, on behalf of the Saint Paul Police Department, City of Saint Paul Address: 367 Grove Street, St. Paul, MN 55101

## Telephone: <u>651-266-5546</u> Email: <u>tim.flynn@ci.stpaul.mn.us</u>

Service provided ("Service"): Temporary use for parking adjacent to Hangar #3 for law enforcement staging purposes.

2. <u>Services To Be Performed.</u> Vendor shall enter Signature's Premises for the sole purpose of surface parking space adjacent to Hangar #3 located at 750 Bayfield Street, Saint Paul, Minnesota. Vendor shall be authorized only to park vehicles on the surface lot noted above and only in the area(s) designated by local Signature management. Vendor expressly agrees that at no time shall its activities infringe upon Signature's or its customers' ability to operate aircraft or use Signature's leasehold, including, but not limited to, ingress and egress from the FBO, offices, shops, ramps or parking lots.

3. <u>Compliance With Laws.</u> Vendor represents that it shall adhere to the prevailing and applicable rules of the Airport, Federal Aviation Administration ("FAA"), and the Transportation Security Administration ("TSA").

4. <u>Indemnification</u>. Vendor agrees to indemnify, defend and hold harmless Signature and the Airport, their respective officers, directors, agents and employees and Signature's parent, subsidiary, related and affiliated companies from and against any and all liabilities, damages, injuries, losses, claims, fines, penalties or judgments, of any kind whatsoever (including those arising from third parties), including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Signature by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Vendor or its agents, servants, consultants, contractors, subcontractors, licensees or employees of any covenant or condition of this Release or by any act or failure to act or negligence of such persons.

## 5. Insurance.

a. <u>Before commencing Services</u>, Vendor shall provide evidence of being self-insured.

6. **Counterparts.** The parties may sign this Release in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

7. Electronic Signatures. The parties agree that the electronic signature of a party to this Release shall be valid as an original signature of such party and shall be effective to bind such party to this Release. The parties further agree that any document (including this Release and any attachments or exhibits to this Release) containing or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by an electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g. via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Release.

Signature Flight Support Corporation	Vendor:
Ву:	Ву:
Title:	Title:
Date:	Date: