

LODI UNIFIED SCHOOL DISTRICT

REVISION

Exhibit 3515.21 (a)

**Unmanned Aircraft Systems/Drones
Use Indemnification Agreement (COMMERCIAL USE)**

This Agreement sets forth the terms between Lodi Unified School District, having an address at 1305 East Vine St, Lodi, CA 95240 (the "District") and _____, having an address at _____ (the "Operator") with regard to the use of an Unmanned Aircraft System ("UAS") as described herein.

RECITALS

WHEREAS, the Operator wishes to have a UAS operated on ~~District~~ property; and WHEREAS, the Operator has received final approval from the District, dated _____, 20____, of Operator's UAS (Drone) Use Application/ Use Permit (Exhibit 3512 (b) (the "Approved Application");

WHEREAS, the District is willing to allow the Operator to operate a UAS or cause to have a UAS operated on property owned or controlled by the District for the purposes defined herein. THEREFORE, in consideration of the mutual promises and benefits herein, the District and the Operator hereby agree to the following terms, responsibilities, and conditions:

1. **Purpose and Term** The District has approved Operator's use of the UAS on _____ (Date) between the hours of _____ and _____ for the sole purpose of _____ (the "Purposes"). This term may be extended by written approval of the District.

2. **Responsibility of Operator** The Operator agrees to abide by the following requirements of the District related to utilizing a UAS on the property of the District: (a) UAS Operator (the "Operator") shall provide evidence that minimum FAA pilot certification requirements have been met; (b) Operator shall provide the necessary site specific FAA authorization to commercially operate the UAS (Certificate of Authorization, Section 333 Exemption, Special Airworthiness Certificate, etc.), including a map of the area designated in the Certificate of Authorization; (c) Operator shall operate the UAS only on public areas of ~~District~~ property in the location(s) approved by the District in the Approved Application and in no other areas without the written consent of the District, which consent may be withheld in the District's sole discretion; (d) UAS shall weigh less than .55 pounds; (e) UAS must be registered with registration number appearing on the UAS; (f) UAS shall maintain a horizontal clearance of at least 15 feet from all buildings, people, stadiums, outdoor sporting events, and other obstacles; (g) Operator shall comply with visual flight rules; (h) Operator shall maintain a visual line of sight with the UAS; (i) Operator shall maintain an altitude at all times which is below 400 feet or such lower height required by the District; (j) Operator shall obtain written consent from any and all identifiable individuals appearing in photos or video obtained during UAS operation; (k) Operator certifies that UAS has been properly maintained per manufacturer's guidelines; (l) Operator shall ensure that the UAS has a fully charged battery prior to the flight; and (m) prior to use of the UAS on ~~District~~ property, the Operator guarantees the UAS will be operated only

within the following conditions: (a) visibility of three (3) or more miles, (b) wind gusts not to exceed 35 MPH, and (c) ambient temperatures of between 0 and 110 degrees Fahrenheit. The Operator is responsible for contacting the Lodi Airport control tower prior to operating the UAS. Furthermore, Operator guarantees compliance with all FAA guidelines, regulations, and statutes in effect at the time of the flight(s), as well as all applicable policies of the District. No images or photographs will be taken by Operator of the inside of any building or structure on District property.

3. **Indemnification** The Operator shall defend, indemnify and hold harmless the District, its Board, officers, agents, employees and/or assigns, from any and all claims, demands, actions and causes of action against the District, whether groundless or not, in connection with any and all injuries, losses, damages or liability of any kind whatsoever arising, directly or indirectly, out of Operator's presence on District property and/or Operator's operation of the UAS pursuant to this Agreement or any of the results therefrom. This indemnification obligation shall include, without limiting the generality of the foregoing, reasonable attorney fees and other costs or expenses incurred in connection with the defense of any and all such claims, demands, actions, or causes of action and shall survive the expiration or earlier termination of this Agreement.

4. **Insurance Requirements for Commercial Operators/Third Party Vendors** The Operator will provide a certificate of insurance evidencing insurance which meets the following requirements: (a) Occurrence-based UAS Liability insurance with a minimum of \$2,000,000 in coverage per occurrence; (b) General Liability insurance with a minimum of \$2,000,000 in coverage per occurrence and \$3,000,000 in coverage in the aggregate; (c) Such policies shall name the District as an additional insureds; (d) Such policies shall include coverage for personal injury; (e) Such policies shall be primary, non-contributory, and contain waiver of subrogation language; and (f) Insured will provide the District with a minimum of 30 days' notice prior to cancellation of such policies.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of this _____ day of _____, 20____.

Lodi Unified School District (the District)

Signature: _____
Printed Name: _____
Title: _____
Date: _____

[_____] (the Operator)

Signature: _____
Printed Name: _____
Title: _____
Date: _____

9-15-2020