



## Port of Beaumont Unmanned Aircraft System (UAS) Flight Plan

To ensure security awareness and operational readiness, the Port of Beaumont (POB) has developed minimum standards for conduct and liability for operators/owners of Unmanned Aircraft Systems (UAS). In an industrial environment, such as the POB, the UAS has demonstrated many useful capabilities that maximize cargo movement efficiency, however any UAS use must align with the security and operational posture of the Port.

The Port of Beaumont requires that the owner/operator of a UAS conducting flight operations in/over/or around the Port of Beaumont or any of its assets, must provide the following information in advance of every desired flight operation to obtain formal permission from the Port for each UAS activity:

1. Name of the Company: \_\_\_\_\_
2. Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
3. Phone # \_\_\_\_\_ e-mail \_\_\_\_\_
4. Operator of UAV: \_\_\_\_\_
5. Remote Pilot Cert. No. \_\_\_\_\_
6. Date of Operation: \_\_\_\_\_
7. Time of Operation: \_\_\_\_\_
8. Area of Operation: \_\_\_\_\_

Additionally, UAS operators must provide copy of an Accord Insurance Certificate with a minimum liability limit of \$1,000,000 and \$2,000 in physical damage coverage. The Port shall be named as an Additional Insured on the policy and there should be a Waiver of Subrogation in favor of the Port. Also, the name, make and model of the drone along with its identification number shall be listed on the Certificate of Insurance.

**TERM of PERMISSION TO OPERATE UAS:** This form is valid *only* for the date(s) time(s) specified. Any deviation from those dates/times for any reason (including cancellation of initial permissioned flight) shall require a new Permission Form submittal.

**NOTE:** The Port of Beaumont is a ***SAFETY / OSHA / PPE REQUIRING*** facility and insists that visitors observe and comply with all safety and health standards under the Williams-Steiger Occupational Safety and Health Act of 1970. All members and personnel given permission to enter the Port must always provide and wear the proper Personal Protective Equipment while inside the Port property while outside of a vehicle.

We appreciate your cooperation regarding the Port of Beaumont UAS Policy. If you have any questions, please contact Port Security @ 409-832-1546.

**DEFENSE AND INDEMNITY:** UAS Operator shall indemnify, defend, and hold harmless the Port of Beaumont, its affiliates, and their respective directors, officers, employees, operators and agents, from and against any and all claims, demands, complaints or actions (“claims”) of third parties (including employees of the parties or government agencies) arising from or relating to UAS use (including but not limited to claims for personal injury, death, property damage or damage to the environment), to the extent caused or arising out of the willful misconduct, breach of this agreement, or violation of law of or by the UAS Operator. The claims covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorney’s fees, fines, penalties and other litigation costs and expenses arising from or related to such claims.

**LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES:** In no event shall the Port of Beaumont have any liability to the UAS Operator for any lost profits, loss of use, costs of procurement of substitute equipment or services, or delays, or for any indirect, special, incidental, exemplary, consequential, or punitive damages or penalties, however caused, and whether in contract, tort, or under any other theory or combined theories of liability.

**COMPLIANCE WITH APPLICABLE LAW:** All the provisions of this permission shall be expressly subject to all the applicable laws, orders, rules, and regulations of any governmental body or agency having jurisdiction over the operations, and all UAS Operations and conduct contemplated hereunder shall be conducted in conformity therewith. UAS Operator shall also obtain all applicable approvals of any government agency, in addition to the Port, whose authorization or approval is required for the UAS operations within Port restricted or controlled areas.

**AIRCRAFT OPERATION:** No guidelines or requirements specified in this Agreement are to be construed as authority to operate aircraft or conduct operations in other than strict compliance with the regulations of the Federal Aviation Administration Regulations, Part 107.

The UAS Operator affirms they hold a valid Remote Pilot Certificate, or other necessary authorizations issued by the Federal Aviation Administration required to conduct specified UAS operations. When executing privileges provided by this permission, the UAS Operator will conduct operations in accordance with the rules and regulations contained in the Federal Aviation Regulations or any exemptions thereto.

The UAS Operator will notify the Port of Beaumont if the Federal Aviation Administration or other regulatory body with jurisdiction over it takes any action against the UAS Operator's, Operating Certificate, Exemption, or other authority to operate UAS.

It is the sole obligation of the UAS Operator to report any accidents, incidents, or other reportable mishaps to the appropriate governmental agency, including but not limited to the FAA and NTSB.

Any reports made to the FAA arising out of any UAS Operations within Port facilities must also be provided to the Port of Beaumont as soon as practicable.

**ACKNOWLEDGMENTS**

I hereby acknowledge the above requirements and certify that I will comply with all applicable provisions of FAA Regulation Part 107 as a Certified Remote Pilot. I understand that a false statement may result in security actions against me and will terminate all UAS Operations Permissions granted.

Remote Pilot Certificate holder: \_\_\_\_\_ Date: \_\_\_\_\_

Port Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

**Please attach a photo of your UAS to this form**