

HELICOPTER SERVICES CONTRACT

Siller Helicopters Inc., a California Corporation ("Siller"), and County of Eldorado ("Customer") enter into this Helicopter Services Contract ("Contract") effective upon execution.

Siller and Customer agree:

SERVICES: Siller shall provide and operate for the Customer the helicopter described in Appendix "A" to perform, at the reasonable direction of the Customer, the services specified in Appendix "A", annexed hereto and incorporated herein by reference.

It is understood that Siller is an independent contractor furnishing only the services, equipment, personnel and materials described herein, and is not a co-venturer with Customer. This is a service contract, not a subcontract, and Siller shall not be responsible for, or deemed to be aware of, any of the provisions, obligations, conditions, or specifications of any contract between Customer and "Owner" or any other third party, except to the extent that such provisions, obligations, conditions or specifications are specifically set forth as part of Appendix "A" hereto.

2. **MATERIALS & EQUIPMENT:** In addition to the helicopter services, Siller shall furnish the materials and equipment, at the prices described in Appendix "A," if applicable.

3. **PERSONNEL:** Siller shall provide qualified pilots and ground support crew and equipment as required for the helicopter operations. If additional personnel are provided, they are described in Appendix "A".

4. **CUSTOMER RESPONSIBILITIES:** Customer shall comply with all applicable requirements of the "CUSTOMER CHECKLIST" provided with this Contract and acknowledges receipt thereof. Customer will be responsible for the rigging points of each lift and that these points will not allow the load to upset itself during the lifting operation.

5. **PLACE:** The services under this Contract shall be performed at the place or places designated in Appendix "A" hereto. Such place is called "Job Site" herein.

6. **TERM:** The services under this Contract shall begin on or after the "Starting Date" set forth in Appendix "A", and end on the following date, whichever first occurs:

- a) The date of completion of the services covered by this Contract.
- b) The date of irreparable damage to or loss or destruction of the designated helicopter.

- 17-1111 B Page 2 of 6
- c) The effective date of any governmental or judicial order, regulation or directive prohibiting, or substantially interfering with, the operation of the helicopter.
 - d) The "Finish Date" set forth in Appendix "A".

Siller shall not be responsible for, and shall be excused for, any delay in performance or completion of the services hereunder caused by acts of God, acts of (or lack of action) by Customer or Customer's agents, unforeseen conditions, rain, stormy or inclement weather, (including, without limitation, high winds), labor trouble, acts of public utilities or public bodies, or other contingencies beyond the reasonable control of Siller as determined by Siller in its sole and absolute discretion. In the event of such delays, Siller shall be compensated as set forth in Paragraphs 7 and 8 below and Attachment A hereto, and Siller may, in its sole and absolute discretion, terminate this Contract without any liability to Customer.

7. PRICE: For Siller's services, materials, equipment and personnel under this Contract, Customer agrees to pay Siller the sum entitled "Minimum Contract Price" and any other charges as set forth in Appendix "A".

8. INCOMPLETE PERFORMANCE: If Siller does not complete performance of this Contract due to any cause not within its control, or if the Customer shall cancel or reduce the scope of work under this Contract, Customer shall pay:

- a) The Mobilization Fee specified in Appendix "A" if the helicopter arrives at the Job Site ready for work and thereafter does not commence performance of services; or
- b) The Mobilization Fee and the pro-rata proportion of the Minimum Contract Price which the completed work bears to the total work to be performed, or the Minimum Contract Price, whichever is greater, if the performance of service has been commenced; or
- c) Cancellation fee in the amount of 10% of the Minimum Contract Price if Customer shall cancel within 2 days before the starting date but prior to the arrival of the helicopter at the Job Site. **Not applicable if weather delays.**

9. MANAGEMENT OF HELICOPTER: The working schedule for Siller's crew shall be established by Siller, and the crew shall remain under the exclusive management and supervision of Siller during the performance of the operation under this Contract.

Safety: Siller, or any of its pilots operating the helicopter, shall have the right, in their sole discretion, to refuse, suspend or terminate operations in the interest of reasonable safety, whether the hazard be weather or other natural conditions,

mechanical problems, the risks created by Customers employees or anyone else working at the Job Site, or any other situation that involves or may involve an unreasonable risk of injury to any person or damage to any property.

10. EMPLOYMENT: Siller agrees to provide and maintain worker's compensation coverage for its employees and to comply with all applicable laws and regulations respecting the employment and payment of labor, including, where applicable:

- a) Federal Wage and Hour Act; and
- b) Civil Rights Act of 1964 and Executive Order 11246 (Equal Employment Opportunity)
- c) Immigration Reform and Control Act of 1986

11. INSURANCE AND INDEMNITY:

- a) Siller maintains and shall maintain during the services to be performed hereunder, Comprehensive Aircraft Liability Insurance.
- b) Certificates verifying this coverage is available to Customer, upon request.
- c) Siller and Customer mutually agree that:
 - 1) Each shall assume sole legal responsibility and legal liability for those operations, physical areas, and aspects of performance under this Contract which are within the primary control of each respective party. Customer warrants that its subcontractors and co-venturers (other than Siller) are within its primary control.
 - 2) Each shall defend and indemnify the other party, its directors, officers, employees and agents, and shall save and hold the other party harmless from and against any and all claims, suits, judgments, settlements, liability, fees, costs and expenses including, but not limited to, personal injury and death actions arising from such operations, physical areas and aspects of performance under this Contract which are within the primary control of the indemnifying party, except to the extent caused by the negligence or wilful misconduct of the other party.
 - 3) Customer warrants that property on the ground at and immediately adjacent to the pick-up site and the erection and delivery site is within Customer's primary control, and Customer will be responsible for, will release Siller from any liability for, and will indemnify Siller for any loss of or damage to, such property caused by downwash from the helicopter rotors.

4) Siller's liability hereunder or arising out of or related to the services provided or to be provided under the Contract, including, without limitation, for loss of or damage to property being lifted or transported ("cargo") is limited to the actual replacement cost of the cargo, and Customer releases and waives any claims against Siller, and will indemnify Siller, for any claim of loss of use, lost profits, indirect losses or damage of any kind, delay, liquidated damages or other consequential loss of any nature arising out of Siller's performance under this Contract or any damages to such property, by whomsoever such claim is asserted.

5) Customer will indemnify Siller for any loss of or damage to the property being lifted or transported, or to the foundations or structures upon which it is to be placed, caused by the inadequacy of Customers rigging or preparation.

6) Unless otherwise specifically provided by this Contract, each party shall waive all rights of subrogation against the other party under any of its insurance policies and each party guarantees to obtain such waivers from its insurers.

7) Customer warrants that it will comply with and indemnify and defend Siller from claims of violation of all regulatory and statutory authorities applicable to Customer, its property and cargo. Such regulatory and statutory authorities include, but are not limited to, environmental, hazardous waste and toxic material regulations and laws governing maintenance, monitoring, transfer and remediation of such activities and substances.

8) Customer warrants that the cargo described in Appendix "A" does not include hazardous or toxic materials or substances and that the transfer or transport of cargo, to the best of Customer's knowledge and information, will not be in violation of any regulatory or statutory authority.

12. ENTIRE AGREEMENT: Amendments: This Contract is the entire agreement between the parties and, when executed by Customer, supersedes any and all verbal agreements and terms of purchase orders and acceptance documents covering the same work. This Contract may not be altered or amended except in writing and signed by both parties. Signatures of Siller on purchase orders or acceptance documents executed in conjunction with the Contract, regardless of when dated, shall not be deemed an alteration or amendment of the terms of this Contract.

13. NOTICES: All notices and payments to a party hereunder shall be sent to the addresses designated in Appendix "A" or such other address as may be later designated. All notices shall be in writing and shall be effective when received.

14. **APPLICABLE LAW:** This Contract is entered into in, and shall be governed, applied and interpreted according to the laws of, the State of California.

15. **COSTS AND ATTORNEY FEES:** In any suit or action brought by either party hereto to enforce the provisions of this Contract, the prevailing party in such suit or action shall, in addition to the costs and expenses provided by law, be entitled to recover its reasonable attorney's fees from the other party.

16. **SEVERABILITY:** If any term or provision of this Contract shall be held invalid, the remaining terms hereof shall have full force and effect to the extent they remain reasonably practicable.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.

SILLER HELICOPTERS, INC.

CUSTOMER

Tom Siller

Signature

President

Title

Date

Date

Andrew Jansen

Secretary

Date

