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MASSACHUSETTS

COMMERCIAL AIRPORT LIABILITY INSURANCE APPLICATION
EACH ITEM MUST BE ANSWERED ACCURATELY AND IN DETAIL

1. Is this a Public Bid? NO YES (If YES, the complete bid specifications must be attached)

2. Name of Applicant:

Address:

Applicant Is: Corporation* Partnership*
 Individual Estate
 Municipality

*If Corporation or Partnership give names of Officers or Partners, listed below

3. Coverage to be effective from 20 to 20

4. Name and Location of Airport:

Airport Identifier:

Please complete separate Application for each Airport location

5. F.A.A. Airport Classification:

6. Interest of Applicant in Airport: Tenant General Lessee Airport Owner

7. Description of Airport:

a. Elevation is ft.

b. Runway length:

c. Are Runways lighted?

NO YES

d. Is Airport Fenced 100%? NO YES / Is Airport Fenced Partially?

NO YES

e. What method do you use to control animals and birds?

8. Please answer the following:

a. Is a Fire Station on premises, if not, who responds and how far away?

b. Number of EMT & Fire Fighters on duty at any one time?

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NAME OF APPLICANT _____

c. Total Number of EMT & Fire Fighters?

9. Is a Manager on premises 24 hours a day? NO YES

If NO, when?

10. Please answer the following:

a. Is Airport Manager an employee of the Named Insured? NO YES

b. If NO, of whom and supply a copy of the contract

c. Does the Airport Manager carry out business at the Airport, aside from his/her duties as the Airport Manager? NO YES

If YES, describe

d. How much Insurance do they carry?

e. When does their coverage expire?

f. Do they hold you harmless? NO YES

g. Does their Insurance Policy include you as an Additional Insured? NO YES

h. Does the contract between you and the Airport Manager specifically outline:

i. his/her duties as Manager and

ii. Insurance requirements? NO YES

11. Please answer the following:

a. Are there any Non-Aviation activities at the Airport? NO YES

Describe

b. Are there any Ultra-light, Parachute or Balloon Operations? NO YES

Describe

This Fiscal Year

Next Fiscal Year

12. Annual **Enplaned** Passengers:

13. Total Annual Aircraft Operations (Take-Offs and Landings):

a. Airlines/Commuter

b. General Aviation / Air Taxi

c. Military

d. Cargo

e. Total Operations

14. Please answer the following:

a. Largest Aircraft Type commonly using the Airport:

b. Who operates the Aircraft in (a)?

15. Does Insured engage directly in any of the following operations?

a. Sale of Aircraft NO YES

b. Aircraft Repairs & Service NO YES

c. Aircraft Parts Sold NO YES

d. Cargo Handling NO YES

e. Cargo Storage NO YES

f. Planemate Operation NO YES

g. Security Screening NO YES

h. Rental & Instruction NO YES

i. Restaurant Operations NO YES

j. Passenger Shuttle Bus or Van Operations NO YES

If YES, list Annual Receipts

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k. Are you planning to change any of your Historical Operations (describe) NO YES

16. FUELING: On Premises? NO YES Done by Applicant? NO YES

Fueling is by: Truck Hydrant Gas Pump Gas Pit Other

Fuel Storage Facilities: **Underground** gallons
Above Ground gallons

Type of Fuel

Annual Gallonage: Airline gallons General Aviation gallons Military gallons

Type of Fuel Sold: AVGAS JET FUEL AUTO FUEL

Annual Gallonage of Turbine Engine Fuel: gallons

Self-Serve Fuel: Does applicant provide Self-Serve Fuel on premises? NO YES

If YES: Who is responsible for Fuel and Equipment maintenance of tanks?

Who receives the profit from the sale of fuel?

Does Applicant refuel / defuel any Scheduled Airlines? NO YES

If YES, describe type of aircraft and number fueled per day.

What are your Annual Gross Receipts for fueling?

- a. Airline
- b. General Aviation

What control do you exercise over fueling and the storage of fuel?

17. AIR MEETS, CONTESTS, EXHIBITIONS – Our policy excludes Air Meets, Contests and Exhibitions without prior agreement, but does not exclude “Static Displays”. If you plan to have an Air Meet, Contest or Exhibition, different conditions will apply.

Contact your Insurance Agent for details.

Are you planning to have an Air Meet, Contest or Exhibition other than static display? NO YES

18. Is your Control Tower operated by the FAA? NO YES

If NO:

- a. Who Operates it?
- b. How much Insurance do they carry?
- c. When does their Insurance expire?
- d. Do they hold you harmless?
- e. Does their Insurance Policy include you as an Additional Insured?

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f. Is this contract for the operation of the tower between you and the operator or between the FAA and the Operator?

19. TIE DOWN & HANGARING BY APPLICANT:

- a. Do you rent Hangars or Tie Downs directly to the Aircraft Owners? NO YES
- b. Or Fixed Base Operators, who in turn rent to Aircraft Owners? NO YES
- c. Are Aircraft of others taxied, towed or moved by Applicant? NO YES
- d. Who provides Tie Down ropes, chains, etc.?
- e. Number of:

	Tied Down Spaces	T-Hangars	Multiple Aircraft Hangars
Number of Aircraft:			
	Tied Down	In T-Hangars	In Multiple Aircraft Hangars
Highest Value Aircraft:			
	Tied Down \$	In T-Hangars \$	In Multiple Aircraft Hangars \$
Total Value All Aircraft Combined:			
	Tied Down \$	In T-Hangars \$	In Multiple Aircraft Hangars \$
Number of:			
	Ultra-light Aircraft	Helicopters	

20. Please answer the following:

- a. Total Number of Parking Spaces operated by Insured _____ operated by Contractor _____
 - b. Is there a charge for parking? NO YES
 - c. Name of Parking Facility Contractor _____
 - d. Is there any Valet Parking at Airport? NO YES
- Provided by?

21. Estimated Structural Alterations:

	Runways/Taxiways	All Other
a. By Independent Contractors – cost next 12 months:	\$ _____	\$ _____
b. By Applicant – cost next 12 months:	\$ _____	\$ _____

22. As respects Incidental Malpractice, do you employ any full-time Nurses, Doctors or EMT's, and if so, please give full details – including number on duty at any one time:

23. Does Applicant own, operate or maintain any of the following? **Number** **Who Maintains?**

- a. Elevators
- b. Escalators
- c. Moving Sidewalks
- d. Revolving Doors
- e. Fuel Trucks
- f. Mowers

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- g. Snow Removal
- h. Pick-Up Trucks
- i. Fire Engine / Fire Rescue
- j. Passenger Cars
- k. Tugs
- l. Fixed wing Aircraft owned by Applicant
- m. Helicopters owned by Applicant
- n. Other

Are all vehicles restricted to on airport premises?

NO YES

If NO, provide details

24. AIRPORT SECURITY:

Airport Security is provided by

If Applicant, provide number on duty at any one time: Policy / Security Fireman / Rescue
Other (please describe)

25. Minimum Limits that you require to be provided:	Minimum Limits Required by You	Are You Named as an
	Should be Not Less Than	Additional Insured
a. Airlines	\$250,000,000.	<input type="checkbox"/> NO <input type="checkbox"/> YES
b. Commuters	\$ 25,000,000.	<input type="checkbox"/> NO <input type="checkbox"/> YES
c. Fixed Base Operators	\$ 2,000,000.	<input type="checkbox"/> NO <input type="checkbox"/> YES
d. Concessionaires	\$ 1,000,000.	<input type="checkbox"/> NO <input type="checkbox"/> YES
e. Contractors	\$ 5,000,000.	<input type="checkbox"/> NO <input type="checkbox"/> YES
f. Others (describe below)		

Attach samples of your Standard Agreements. Are they all similar? If not, advise details on a separate sheet and/or provide copies of contracts.

VERY IMPORTANT

If your minimum limits required by you are not as high as those shown above, you must complete Page 8 of the Application. By leaving Page 8 blank you are stipulating that the Insured requires the minimum limits of liability as stated above.

26. NON-OWNED AIRCRAFT LIABILITY ARISING OUT OF AIRPORT OPERATIONS:

- a. Number of hours per year when you use a Non-Owned Aircraft piloted by people other than employees of the Applicant and type of Aircraft and maximum seating:
- b. Number of hours per year when employees of Applicant use Non-Owned Aircraft on Applicant's business and type of Aircraft and maximum seating:
- c. As respects (b) above, each employee pilot must complete Pilot History Form which may be obtained from your Agent.

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27. Have you had any Airport Liability or Non-Owned Aircraft Liability claims during the current policy period or during the prior 6 years thereto?

NO YES

If YES, please provide:

<u>Date of Loss</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Amount Outstanding</u>
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<u>Date of Loss</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Amount Outstanding</u>
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NOTE: Please provide Loss Run for each year, including amount, complete description of each loss by date, amount paid and/or reserved for the past 6 years.

28. EXCESS EMPLOYERS LIABILITY COVERAGE – EXCLUDING DISEASE

Do you want this coverage?

NO YES

If YES, complete the following:

a. Who is your primary Employers Liability Insurance Company and Policy Number?

b. What limits of liability are provided?

c. Have you had any Employers Liability claims in the last 6 years greater than \$50,000.?

NO YES

If YES, describe

d. How many employees do you have?

e. What are your annual payrolls by W.C.A. class code?

Code Payroll

Code Payroll

Code Payroll

Code Payroll

29. COVERAGE TO BE QUOTED

Single Limit Bodily Injury, and Property Damage Liability Combined \$ _____ each occurrence and annual aggregate as respects Products-Completed Operations – Contractual Liability. Personal / Advertising Injury and Malpractice are included separately for a sub-limit of not more than \$25,000,000. any one offense / aggregate over the Primary and Excess Policies combined.

30. PRESENT COVERAGES

Airport Liability

a. Present Company

b. Limits of Liability

c. Deductible

d. Expiration Date

e. During the last year, no insurer has cancelled or refused to renew the Applicant's Aviation Insurance except:

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(State "No Exception" or name Insurer, date and reason)

REMARKS

All particulars herein are true and complete to the best of my knowledge and no information has been withheld or suppressed and I/we agree that this Application and the terms and conditions of the policy in use by the insurer shall be the basis of any contract between me/us and the Insurer. I hereby authorize this Company to investigate all or any qualifications or statements contained herein.

FRAUD WARNING

(All States except: AR; CO; DC; FL; HI; KY; LA; ME; MD; NJ; NM; NY; OH; OK; OR; PA; TN; VA; VT; WA; WV)

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Arkansas – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

District of Columbia - It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida - Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Hawaii – For your protection, Hawaii Law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Kentucky – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana – Any person who knowingly and presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland – Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey – Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio - any person, who, with intent to defraud or knowing that he/she is facilitating a fraud against any insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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Oregon – Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact, may be violating state law.

Pennsylvania – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Vermont - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to civil fines and criminal penalties.

Virginia - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

West Virginia – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Date _____ Applicant's Signature _____

All Owners Must Sign

This application does not commit the Company to any liability nor make the Applicant liable for any premium unless the Company agrees to effect this insurance.

(This Applicant's insurance agent may not sign this Application for the applicant.)

Producer: _____ Producer Signature: _____
Address: _____
City: _____
State: _____ Phone No.: _____ Fax No.: _____

Are you licensed in the state where the risk is located as: Surplus Lines Broker
 Agent
By the Company of Issue (Item No. 3): YES NO

IMPORTANT: COMPLETE ALL ITEMS ON ALL SIDES

<p>Required are Less Than the Minimum Limits shown under Item 25 of the Application Please Contact the Lessee / Permittee and Ascertain what Actual Limits are Carried <u>Fill it in Below</u></p>	
<p>What Cancellation or Review Provisions are Contained in the Contract as Respects Insurance Requirements</p>	
<p>What is the Renewal Date of Contract</p>	
<p>Permittee / Lessee Include Airport as an Additional Insured</p>	
<p>Does Contract with Permittee / Lessee Hold Harmless & Indemnify Airport</p>	
<p>Limits of Liability Contract Requires Permittee / Lessee to Carry</p>	
<p>Business of Permittee / Lessee</p>	
<p>Permittee/ Lessee</p>	

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