

## Friends of Amateur Rocketry, Inc. 6890 East Lees Way, Long Beach, CA 90815-5011 Commercial User Agreement

- The company agrees that handling propellants, handling pyrotechnic materials/devices, casting rocket motors, testing rocket engines/motors, launching rockets, and ALL activities in the desert are INHERENTLY DANGEROUS and that these activities could result in employee ILLNESS, INJURY, or DEATH and DAMAGE or DESTRUCTION of company and employee property and their vehicles present at these activities on the Friends of Amateur Rocketry, Inc. (FAR) premises (FAR Site).
- 2. The company agrees to hold the FAR Corporation, Directors, officers, pyrotechnic operators, and volunteers harmless for any injury or damage that the company may incur.
- 3. The company agrees that employees are defined as company directors, officers, employees, volunteers, contractors hired by the company, and family members and friends of these employees.
- 4. The company agrees that property is defined as company and employee owned or rented equipment, vehicles, possessions, buildings, and land.
- 5. The company agrees to indemnify company, FAR employees, or other people from injury and death and the company, FAR property, or other people's property from damage and destruction resulting from its actions which include but are not limited to the result of high-pressure testing, static firing, launches, or hazardous operations.
- 6. The company understands that the road to FAR Site is an unimproved dirt road, and company and employee vehicles may become damaged, disabled, or stranded while travelling on this dirt road.
- 7. The company understands that there may be venomous snakes, scorpions, or spiders present on the FAR Site and if an employee is bitten, may cause ILLNESS, INJURY, or DEATH.
- 8. The company agrees that it will perform all high-pressure testing, static firings, launches, or other hazardous operations with a FAR approved pyrotechnic operator present.
- 9. The company agrees that its employees are to follow ALL directions given by the FAR Directors, and the Pyrotechnic Operator(s). If they are unwilling to do so, they agree to leave the FAR Site immediately.
- 10. The company agrees to inform the pyrotechnic operator of the hazardous activities to be performed, which employees will perform those activities, and what safety features are present for that activity.
- 11. The company understands that their activity cannot be scheduled if a pyrotechnic operator is not available on the requested date.
- 12. The company may request a particular pyrotechnic operator, but the company activity cannot be scheduled if that pyrotechnic operator is not available at that time.
- 13. The company understands that high-risk activities, such as two-stage rocket launches and horizontal launched cruise missiles, may require the addition of one or more pyrotechnic operators to help with firefighting.
- 14. The company understands that all launch activities are restricted to daylight hours, surface winds below 20 miles per hour, and not into clouds.
- 15. The company understands that all launches are restricted to below 18,000-ft MSL on Mondays through Friday and on Saturday and Sunday launches are restricted to below 250,000-ft MSL. The maximum altitude is not normally set to these limits for each day of the week. The altitude is set by the request submitted from the FAR website.
- 16. The company agrees to submit a request through the FAR website two weeks in advance for any launch-related activities and one week in advance for all other activities.
- 17. The company has use of FAR Site resources such as electric power, water, static firing stands, launch rails, blockhouses, bunkers, restrooms, classroom, and Quonset hut.



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- 18. The company has use of the tool, welding, and machine shops on an intermittent and non-production basis for repairs and modification of their test equipment and rockets.
- 19. The company agrees to share FAR Site resources with other groups of people, if FAR Site is not reserved on an exclusive basis. FAR Site cannot be reserved for exclusive use on the 1<sup>st</sup> and 3<sup>rd</sup> Saturdays of the month or if another group or groups already have a reservation for this date.
- 20. The company agrees to handle all chemicals and propellants with the appropriate personal protective equipment and handling equipment.
- 21. The company agrees to take with them the trash, used and unused pyrotechnics, leftover chemicals, leftover propellants, and all chemical waste that the company and its employees have generated and all property or equipment that is undamaged or has been damaged or destroyed, when they leave the FAR Site.
- 22. The company agrees that any equipment, hardware, rockets, rocket motors, and propellants left at the FAR Site longer than 90 days will become the property of FAR and then may be disposed of.
- 23. The company understands that it does not have permission to bring and place cargo containers at the FAR Site.
- 24. The company agrees that its employees DO NOT have permission to use firearms, explosives, or fireworks on the FAR premises.
- 25. The company agrees that its employees will not fly drones into or above a crowd of people and understands that the drone will be confiscated if it has done so.
- 26. The company DOES NOT give FAR permission to take video, photographs, or audiorecordings of these activities to be posted on the FAR website or used in FAR promotional materials.
- 27. The company DOES NOT give FAR permission to talk about company testing outside of FAR Site.
- 28. The company agrees that its employees have arrived at the FAR Site with full knowledge that these activities performed at FAR Site are inherently dangerous, these employees have been given ample time to consider the danger of these activities and have been given the opportunity to leave FAR Site before the dangerous activities have started.

Please sign below before going out to the FAR Site. Please bring this printed and completed Company User Agreement with you to the FAR property and give it to the pyrotechnic operator or FAR Director when you arrive and before doing anything else. Only one of these Commercial User Agreements is required to be supplied for each visit of one or multiple contiguous days. It is recommended that the company get its employees to sign a document recognizing the above statements.

Company Name (Please Print):
Company Official Name (Please Print):
Company Official Position (Please Print):
Company Official Signature:
Date: