



Maritime and Real Estate Drone Flight Notification Process

In order to safely facilitate the operation of unmanned remotely operated or autonomous aerial vehicles (drones) the Port of Seattle requests your assistance.

The Port of Seattle provides information from you to our local federal, state, and local law enforcement agencies, Port tenants and Port staff. We provide this information in advance in order to avoid unnecessary concerns or responses to a known operation. We wish to facilitate safe operations of drones without interruption of the operator, particularly while the drone is in the air. This also assists local agencies through awareness so they can help avoid dispatching limited resources to a known operation.

Prior to any drone flight from, on or over a Port of Seattle facility we request the following information be provided at least 24 hours prior to the scheduled operations.

Date of flight:

Time of flight:

Location of flight:

Location of launch and retrieval:

Operator Name:

Operator Telephone/Cell Phone Number:

Operator e-mail address:

FAA License:

*If the flight over a U.S. Coast Guard Regulated Facility, the name and location of the facility:

Regulated Facility Security Officer notified? Yes No

Regulated Facility Security Officer contact (name, phone number, e-mail):

Additionally, the Port of Seattle requires a hold harmless agreement to be executed prior to the flight. (See next page)

Please note operation of a drone over U.S. Coast Guard facilities (Pier 36), and U.S. Coast Guard and U.S. Navy vessels is strictly prohibited. Questions in this regard should be directed to the U.S. Coast Guard (206) 217-6002, SPSCON@uscg.mil

Please send this completed information to: dutyofficer@portseattle.org and confirm the information by calling (206) 787-3688.

If you have questions, please contact the Port of Seattle Senior Manager, Maritime Security:

Russ Read
(206) 484-0449
(425) 892-5546
read.r@portseattle.org



Port of Seattle Site Access Agreement and Insurance Drone Use At or Over or Port Facilities

The _____ (Print Contractor/Vendor Name) agrees to defend, indemnify, and hold harmless the Port of Seattle, its commissioners, officers, agents and employees (hereafter, collectively, the "Port"), from claims, actions, losses and damages to persons or property (including but not limited to attorney's fees and expenses) suffered as a consequence of or arising as a result of access, use of and entrance onto any portion of Port of Seattle property, owned by the Port on _____ (list dates of project or site access/or range) in conjunction _____ (list project or event). In no case shall any Contractor be responsible or liable for any defense, claims, loss, or judgments that results from the sole negligence of the Port.

In any and all claims against the Port by any employee of Contractor, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for Contractor under applicable worker's or workmen's compensation, benefit, or disability laws (including, but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). Contractor expressly waives any immunity Contractor might have under such laws, and, by entering signing this Agreement, acknowledges that this waiver has been mutually negotiated.

Contractor understands assumes all risks involved in accessing Port of Seattle property and understands that there may be risks and hazards unknown and assumes the risk of injury or harm and releases the Port from all liability for injury, illness, death or property damage resulting from access onto Port of Seattle property.

Contractor must have their own COVID-19 plan for their employees and for accessing Port sites. This plan must align with State and County guidelines.

Contractor shall provide evidence to the Port of the following insurance prior to access onto Port facilities or property:

- I. Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or equivalent) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$2,000,000 per occurrence and \$2,000,000 in the annual general aggregate. The Port shall be named as an additional insured using ISO Form CG 20 26 11 85 or an equivalent endorsement approved by the Port. Contractor's insurance shall be primary to any insurance the Port may carry.
- II. Aviation General Liability Insurance Drone Use Endorsed – shall be provided at no less \$1,000,000 per occurrence for all owned, hired and non-owned drones that are to be operated by the Contractor. The Port of Seattle shall be listed as an additional insured on this policy.
- III. Automobile Liability Insurance (if accessing a Port site by automobile) shall be provided in an amount no less \$1,000,000 per occurrence for all owned, hired and non-owned automobiles. This is only for company owned vehicles or vehicles used for the operation. It does not apply to personal vehicles of employees of the Contractor/Vendor.
- IV. Contractor is responsible for complying with the Washington State laws that pertain to industrial insurance (Reference Revised Code of Washington, Title 51 Industrial Insurance) for Contractor and its employees.
- V. Contractor shall have their own protocols for minimizing spread of COVID – 19 to apply to Contractor employees and visitors. Contractor employees who show symptoms the Contractor shall not allow them to access Port properties. Contractor shall follow all COVID – 19 precautions as identified by the Port prior to the visit and while under the direction of Port escort once on site.

I _____ (Print Name) on behalf of _____ (Print Entities/Contractor's Name) DATED this ____ day of _____, 2022 am authorized to have read the foregoing, understand it and sign this Agreement voluntarily. No oral representation, statements or inducements, apart from the foregoing written Agreement have been made.