

**R44 ADDENDUM TO HELICOPTER PURCHASE AGREEMENT:  
PILOT REQUIREMENTS AND INDEMNITY**

This separate agreement between the manufacturer, Robinson Helicopter Company ("RHC"), and the Buyer is hereby incorporated into and made a part of the helicopter purchase agreement, or a separate agreement between RHC and Buyer if the helicopter is acquired through Resale. This Addendum applies to Robinson R44 helicopter serial number \_\_\_\_\_, registration number \_\_\_\_\_ ("the Helicopter").

**1. CONSIDERATION**

Buyer and RHC agree that this Addendum has been the subject of discussion and negotiation and is fully understood by the parties and that the price of the Helicopter and the other mutual agreements of the parties were arrived at in consideration of the terms of this Addendum, specifically including RHC's commitment to provide a Factory Safety Course and the agreements and waivers by Buyer, as a commercial entity or sole proprietor, set forth in Paragraph 3 below.

**2. PILOT AND USE REQUIREMENTS**

Buyer agrees that only pilots who meet the requirements of FAA SFAR 73 and (A) through (D) below will be allowed to operate the Helicopter as Pilot-In-Command (PIC):

- A. Flight instructors giving flight instruction in the Helicopter must have completed the RHC Factory Safety Course during the preceding six years and have logged at least 500 hours in helicopters, including at least 50 PIC hours in an R44 helicopter.
- B. No pilot shall carry a passenger in the Helicopter until the pilot has completed the RHC Factory Safety Course and has logged at least 100 hours in helicopters, which include at least 30 PIC hours in an R44 after receiving his/her helicopter rating; or, until the pilot has completed the RHC Factory Safety Course and has logged at least 200 hours in helicopters which include at least 10 PIC hours in an R44.
- C. No pilot shall carry more than one passenger in the Helicopter until the pilot has completed the RHC Factory Safety Course and has logged at least 200 hours in helicopters, including at least 20 PIC hours in an R44.
- D. No passengers shall be carried in the rear seats of the Helicopter during dual instruction, and the left seat controls must always be removed except when that seat is occupied by a rated helicopter pilot.

**3. INDEMNIFICATION**

Buyer agrees to ensure that adequate safeguards are in place to prevent any person from operating the Helicopter other than in accordance with each of the requirements of Paragraph 2 above.

- A. Buyer further agrees that if for any reason the Helicopter is not operated in accordance with each of the requirements of Paragraph 2. above, and as a non-exclusive remedy for such breach, Buyer will release, hold harmless, defend and indemnify RHC, its shareholders, officers, directors, employees, and suppliers for any and all liability including personal injury, death and/or property damage claims, cross-claims, liens and incidental or consequential damages arising from an accident involving the Helicopter specifically including but not limited to any claim or remedy in contract or tort based on legal theories of negligence or strict products liability alleged or asserted against RHC.
- B. The agreements and waivers by Buyer set forth in this Paragraph shall be binding upon the Buyer's successors, assigns and/or heirs, and will expire 12 years after the time of shipment or departure of the Helicopter from the RHC facility.

**4. RESALE CONDITIONS**

In the event of resale of the Helicopter, Buyer agrees to obtain the new purchaser's prior written agreement to all the terms of this agreement, and to forward an original copy of such written agreement to RHC. In the event Buyer does not obtain such an agreement from the new purchaser, Buyer shall remain liable under Paragraph 3 above.

**5. GOVERNING LAW**

This Agreement shall be construed and performance thereof shall be determined according to the laws of the State of California, U.S.A.

I have exercised my right to use the advice of my attorney concerning this agreement; and I have read, understand, and agree to the above terms.

Buyer: \_\_\_\_\_  
(print or type name)

RHC: \_\_\_\_\_  
(print or type name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_