

同意書（様式2）個人等向け

Consent Agreement on Removal of Disabled Aircraft

If an aircraft in operation becomes a disabled aircraft within the airport premises for any reason, the operator or owner of the aircraft (“Operator”) shall promptly remove or relocate the aircraft to a location that does not adversely affect airport operations (“Removal”). The parties confirm that the Operator bears this responsibility. In anticipation that the Operator may be unable to perform all or part of such obligation, the Operator hereby agrees in advance as follows.

(1) Removal or Relocation by Fukuoka International Airport Co., Ltd.

If a disabled aircraft is located on a runway or other movement areas (e.g., taxiways or aprons) and airport operations are thereby impacted, and Fukuoka International Airport Co., Ltd. (“FIAC”) determines that the Operator lacks the capability to carry out the Removal itself (including, but not limited to, cases where the Removal would require a significant amount of time, or where the Operator fails to promptly clarify the expected timeline for the Removal), the Operator agrees that FIAC may perform the Removal. In such case, the Operator agrees to the following:

- (a) FIAC may engage third parties to provide Removal services, equipment, and personnel.
- (b) The Operator shall bear and pay all costs incurred by FIAC in connection with the Removal, including costs arising from the use of equipment and materials (such as equipment rental, depreciation, service charges, and transportation costs) and costs related to the Removal (including but not limited to usage fees for land or facilities used to store the aircraft, and expenses for restoring airport functionality). The specific amounts, payment method, and payment deadline shall be determined in consultation with FIAC, and the Operator shall pay such amounts to FIAC by the agreed deadline.

(2) Method of Removal by FIAC

The Removal shall be conducted in accordance with “FIAC’s Removal Work Plan”.

(3) Exemption from Liability

- (a) The Operator shall not assert any claim for damages arising out of or in connection with a Removal performed by FIAC; provided, however, that the foregoing shall not apply in cases of FIAC’s willful misconduct or gross negligence.
- (b) If any personal injury occurs as a result of a Removal performed by FIAC, the Operator shall compensate FIAC or the injured party for such damages; provided, however, that this shall not apply to the extent that the Operator is not responsible for the occurrence of such damages.

(4) Coordination with Insurance Companies

The Operator shall make appropriate arrangements with its insurers, including maintaining insurance coverage, to ensure fulfillment of the above obligations. Upon request by FIAC, the Operator shall promptly provide relevant documentation, including but not limited to copies of insurance policies; provided, however, that this obligation may be waived if specifically approved by FIAC.

(5) Suspension of Airport Use

If FIAC determines that the Operator may not properly perform its obligations under this Agreement, FIAC may suspend the Operator's use of the airport or take such other measures as deemed necessary.

(6) Governing Provisions and Interpretation

Any matters not provided for in this Agreement, or any doubts concerning its interpretation, shall be resolved through consultation in good faith as a matter of effort. However, where FIAC determines that urgency is required, this provision shall not apply.