

AGREEMENT FOR USE OF PREMISES

THIS Agreement for Use of Premises ("Agreement") dated _____, 2004, is entered into by and between WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, whose address is 2700 N.W. 48th Street, Pompano Beach, Florida 33073 ("WMIF"); and POMPANO HILL FLYERS FLORIDA, represented by Michael F. Williams, whose address is 12214 N.W. 31st Street, Sunrise, Florida 33323 ("FLYERS"). It is understood and agreed that "FLYERS" shall be defined to include all members, guests and invitees of FLYERS.

WHEREAS, FLYERS is a chartered club of the Academy of Model Aeronautics, Inc., and engages in flying model airplanes; and

WHEREAS, FLYERS desires to utilize certain portions of WMIF's landfill known as CENTRAL DISPOSAL, located at 2700 N.W. 48th Street, Pompano Beach, Florida 33073 (the "Premises") for flying model airplanes; and

WHEREAS, WMIF desires to grant FLYERS permission to utilize the Premises for such purposes under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **WAIVER**: FLYERS waives and relinquishes all claims, losses, suits, demands, damages, liabilities, causes of action, costs and expenses (including court costs, attorney fees and expenses) for personal injury or death of any person, or damage to or loss of property, that it might incur, have, possess or acquire against WMIF, arising from, related to, or incident to FLYERS' activities on or about the Premises.
2. **INDEMNIFICATION**: To the maximum extent permitted by law, FLYERS agrees to indemnify, defend and save harmless WMIF and its agents, servants, employees, and insurers from and against any liabilities, losses, claims, suits, demands, damages, causes of action, costs and expenses (including court costs and attorney fees and expenses), injury to or death of any person (including, but not limited to, FLYERS' employees, agents, invitees, assignees, contractors or subcontractors, and WMIF's employees, agents, invitees, assignees, contractors and subcontractors), and damage to, destruction of, or loss of property belonging to or used by WMIF or its agents, servants and employees, or any violation or alleged violation of law caused by, related to, or arising out of, or incident to, FLYERS' activities on the Premises. THESE OBLIGATIONS SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
3. **NO GUESTS, INVITEES, OR MINORS**: FLYERS shall permit only members of FLYERS to enter the premises. No guests or other invitees shall be permitted access to the premises. No person under the age of eighteen (18) shall be permitted access to the premises as a FLYERS' member.
4. **EXECUTION OF ATTACHED EXHIBIT "A"**: No person shall be admitted to the premises as a FLYERS' member before executing the attached Exhibit "A", indicating he or she has read this Agreement and understands and agrees to its provisions.
5. **RULES AND REGULATIONS**: WMIF may, at any time, impose rules and regulations regarding FLYERS' activities upon the premises, and FLYERS agrees to abide by same.
6. **TERMINATION**: WMIF may terminate FLYERS' use of the Premises, for convenience, at any time and without prior notice to FLYERS.
7. **INSURANCE**: FLYERS agrees to maintain the insurance coverage set forth in Schedule "1" attached hereto, naming WMIF as "additional insured," and providing at least ten (10) days notice of any change to or cancellation of said insurance coverage.

THIS AREA INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW.

AGREEMENT FOR USE OF PREMISES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

WITNESSES:

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

WITNESSES:

POMPANO HILL FLYERS FLORIDA

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

SEE ATTACHED EXHIBIT "A" FOR "FLYERS" MEMBERS' SIGNATURES.

EXHIBIT "A"

"FLYERS" MEMBERS' SIGNATURES

BY SIGNING THIS EXHIBIT "A" YOU INDICATE YOUR UNDERSTANDING OF AND AGREEMENT TO THE PROVISIONS OF THE ATTACHED "AGREEMENT FOR USE OF PREMISES"

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SCHEDULE "1"

General Liability = \$5,000,000 (General Aggregate per Location)
 \$5,000,000 (Products – Comprehensive/Operations Aggregate)
 \$2,500,000 (Each Occurrence)