

CONTRACTOR AGREEMENT.

(Between Farmer & Contractor)

The purpose of this agreement is to ensure that Skyfarmers Aviation Ltd and the Farmer (client) clarify, and give regard to, their respective responsibilities under the current law.

For the purpose of this agreement, "Farmer" means "Farmer or his/her agent (manager, worker etc)

1. The Farmer affirms:

- That the Farmer has advised SAL of any significant hazards/risk in the workplace that he/she controls.
- That should the Farmer become aware of any significant hazard/risk or unsafe practice undertaken by SAL, the Farmer shall take appropriate actions before work begins or continues.
- This applies to the area in which SAL or its employees are working, whether relating to the workplace that the farmer controls or that under the control of SAL.
- The checklist for Aerial Application (attached) has been used for recording actions taken by the Principal (Farmer) in identifying hazards and informing SAL of these.

2. Skyfarmers Aviation affirms:

- That SAL and its employees are trained and competent to carry out the work assigned in a safe manner.
- All plant, machinery, tools and safety equipment that may be used by SAL and its employees are in good repair, are suitable, available and used at times when necessary to do so.
- That SAL has developed adequate emergency procedures suitable for the foreseeable emergencies that might arise.
- That SAL has been advised by the Farmer of any significant hazards/risk in the workplace that the Farmer controls, that might cause serious harm to the contractor (SAL) or its employees/assistants.
- If SAL or its employees/assistants identify any hazards/risk on the Farmer's property which are likely to cause them serious harm, access to the farmers land and/or work on it shall not proceed until appropriate control actions are taken.
- Besides taking their own control actions, SAL and its employees/assistants shall, where necessary, request the Farmer who controls any such hazards/risk to take appropriate actions before access or work begins.

Contractor: (Skyfarmers Aviation Ltd) Signed:..... (Pilot)

Farmer :..... Signed:.....

Date:.....

Please return via email to: duncan.hart@xtra.co.nz

ACCESS, STORAGE AND AIRSTRIP CHECK LIST.

(Farmer Responsibility)

Access and Storage:

All access ways to the storage bin are clear and level, graded as necessary, and are free from long grass and weeds.

There is sufficient room for trucks to turn without damaging the aircraft operating area.

The storage bin is dry and has a waterproof cover or roof.

The Farmer or agent will be on hand to ensure the fertilizer is covered after delivery.

Airstrip:

The airstrip surface has been checked for branches, wire, potholes, rabbit holes, and damage from stock, cowpats and other surface irregularity.

The grass is short.

All stock has been removed for at least 14 days prior to airstrip use.

The strip has been checked by driving over it at 80 km/h. (Remember to allow enough time to stop).

Flight Paths:

The flight path is clear of fences, wires and trees etc.

A "NO" answer requires attention before the airstrip is used.

Airstrip Check List.

- | | | |
|-------------------------------------|---|---|
| 1. Strip surface safe. | Y | N |
| 2. Fence/obstacle clearance safe. | Y | N |
| 3. Approach/Take-off path safe. | Y | N |
| 4. Wire hazards/water pipes removed | Y | N |

Farmer sign off: Farmers' name:

Airstrip owner sign off: Owners' name:

Date: