

RETURN FAX: (02) 6742 2602
 ANDREW: 0427 435 325 MICK: 0427 185 188
 Email: ops@kennedyair.com.au

TRADING NAME _____

PH. No. _____ CONTACT PERSON _____

ADDRESS _____ FAX No _____ MOBILE _____

_____ FARM TO BE SPRAYED _____

DATE OF ORDER ____ / ____ / ____ DATE REQUIRED ____ / ____ / ____ WIND REQUIRED _____

AGRONOMIST _____ CROP TO BE SPRAYED

FIELD NAME	HA's	PRODUCT	RATE/HA	PROD REQ.	WATER VOL/HA

To protect the environment and to do everything practically possible to prevent any off target application it is necessary that the following checklist be completed before the commencement of any application

1. Are the chemicals registered for aerial application on the intended crop? Yes No
2. Is the application rate according to label recommendations? Yes No
3. Have you contacted each of your neighbours and advised them of your intended spray application and the chemical to be used? Yes No

It must not be assumed that anything on your neighbours land is of no value. They should be asked if there is anything on their land of which they may be aware that could be detrimentally affected by the proposed application

4. Did you receive any objections to the intended spray application? Yes No
5. Is there any objection by neighbours to the chemical or any off target application? Yes No
6. Are there any houses or workplaces or other inhabited buildings over which the aircraft should not fly, or in the vicinity of the application? Yes No
7. Are there any occupied dwellings within 200m of the field to be sprayed? If so written permission by the occupier is required by law or a buffer will be left. Yes No

ARE THERE ANY SPECIAL CONSIDERATIONS FOR THE FOLLOWING?

- | | | | | | |
|--------------------|------------------------------|-----------------------------|--------------|------------------------------|-----------------------------|
| POWERLINES | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Stock Routes | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Susceptible Crops | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Rivers | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Wind Directions | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Waterways | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Roads/School Buses | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Beehives | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Grazing Stock | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Pastures | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

If you have answered "yes" to any of the above, please mark clearly on the map and give details: _____

I confirm the detailed map clearly shows North and the areas to be sprayed are accurate and includes the following: any hazards in or near the application area that may damage the aircraft or life including but not limited to power lines, SWER lines, windmills etc. This map also includes a property location, neighbouring houses and occupied buildings.

I hereby declare that all information provided in this checklist and map is complete, true and correct, and I agree to the Aerial Application Request Terms and Conditions on page 2 of this document. I understand that this Aerial Application Request is not a binding contract until such time as the Aerial Applicator agrees to the undertake this Aerial Application Request.

Signature (The Grower) _____

Date: ____ / ____ / ____

Aerial Application Request Terms and Conditions

- Definitions:
"Aerial Applicator" means Kennedy Air Ag Pty Ltd and its representatives. Referred to below as "AA".
"Grower" means the grower or farmer and its representatives completing the Aerial Application Request and intending to contract with Kennedy Air Ag Pty Ltd.
Aerial Application Request referred to below as AAR.
- The Aerial Applicator (AA) warrants to its best endeavours to undertake the application based on the instructions contained in the Aerial Application Request (AAR) on page 1. Unless the AAR is fully completed and signed on both page 1 and 2, where indicated, the AA is released and indemnified by the Grower from all actions, suits, claims, demands, costs, damages (including consequential losses) and expenses due to the application or any pre-applications tasks howsoever arising.
- If adverse environmental conditions, including adverse weather conditions, cause any delay in the application from that represented in the AAR (which environmental conditions shall be determined at the sole discretion of the AA), the AA will not be liable for any costs, claims, suits, demands, damages (including consequential damages) or other losses of the Grower due to the delayed application.
- Any liability of the AA for breach of any provision of or term implied by Division 2 of Part V of the *Trade Practices Act 1974* (Cth) or equivalent State legislation shall not exceed the resupply of the application in question or payment of the cost of resupply.
- In no event whether as a result of breach of Contract, warranty, tort (including negligence or otherwise shall the AA be liable for any special, consequential, incidental, exemplary, aggravated or penal damages or expenses including but not limited to loss of profit, goodwill, reliance loss, costs or claims by third parties. This warranty is exclusive of all other warranties or remedies whether written, oral implied or statutory. Any and all implied warranties of merchantability, fitness for a particular purpose, course of dealing or usage of trade hereby expressly disclaimed and excluded as allowable under law.
- Payment to AA shall be made within 14 calendar days from receipt of the invoice and must be received by the AA before any dispute or claim can be made in relation to the application.
- Inconsideration of the AA undertaking the application the Grower agrees to release and indemnify the AA, its officers, directors, agents, servants, employees, shareholders and suppliers of any aircraft from any and all liabilities, claims, demands or actions or causes of action whatsoever including any liability imposed by statute, arising out of damage, loss or injury to the Grower or its third parties due to the application or pre-application tasks whether such loss, damage or injury results from negligence of the AA, its officers, directors, agents, servants, employees or shareholders or from any other cause.
- The Grower warrants that it will notify the AA of all relevant and accurate information as requested on page 1 of the AAR in order for AA to carry out necessary planning, hazard management and risk assessments. Such information shall include but not be limited to all hazards (including powerlines and SWER lines on or near the application area) and obstructions; susceptible crops, grazing livestock, environmentally susceptible areas, school bus runs and times, staff or contractors working in or near the application area and times of their entry/exit. If all hazards are not identified, the AA will be released and indemnified by the Grower from all actions, suits, claims, demands, costs, expenses and damages (including consequential losses).
- Any requirement for neighbour notifications, either specified on label or through State legalisation, industry code of practice or other means shall be the responsibility of the Grower.
- The Grower acknowledges that if during the course of the application it is necessary to dump a load of chemical due to requirements of safety there will be no right of action on behalf of the Grower against the AA.
- By entering this contract, the Grower warrants and acknowledges that any chemical required by them to be applied by the AA is a registered chemical for the application required and that the application confirms to the label of the pesticide and to and relevant State legislation.
- The Grower warrants that the product rate and application is in accordance with the relevant registered label and that the product is registered. If that is not the case, the Grower agrees to indemnify the AA for any loss or damage including any loss of business to the AA.
- Any use of odorous chemicals shall be at the sole risk of the Grower and the Grower indemnifies AA from any actions arising out of the use of such chemicals.
- The Grower accepts that it is at the sole discretion of AA what means are taken to ensure the management of chemical drift. Such means could include but not be limited to aircraft setup, allocation technique, water rates, use of buffer zones or waiting for better weather conditions.
- The Grower accepts that there may be some areas of the application site that may not be able to be treated optimally due to the presence of hazards to safe flying including but not limited to trees, powerlines and associated infrastructure, paddock shapes, environmentally sensitive areas and waterways. The Grower indemnifies AA against any loss of yield or other issues arising from non-optimal treatment.
- The Grower agrees to ensure all staff, contractors, visitors or others are not permitted to enter or be within the application site or immediate surrounds for the time commencing 30 minutes before the commencement of the application through until 30 minutes after the completion of the application or for the period prescribed or the re-entry into the application site on the chemical label, whichever is the longer.
- If payment for any application by the AA is outstanding by the Grower, according to these terms and conditions, the AA is entitled at its option not to undertake any further applications.
- The Grower represents and warrants that he was not induced to enter into this agreement by and did not rely on any representations or warranties made by the AA of the AA's representatives, about the subject matter of this agreement. The Grower further acknowledges and warrants that these conditions of contract are the whole agreement between the parties and may not be varied except in writing.
- The term "AA" in these Aerial Application Request Terms and Conditions means the owner Kennedy Air Ag Pty Ltd operating any aircraft used in the application, the pilot of the aircraft used in the application, servants, or agents of either the owner, operator or pilot or any associated or subsidiary companies of the owner, operator or pilot.
- The Grower hereby agrees and warrants that if he or she is approached by any government instrumentality including but not limited to the EPA, WorkCover or CASA or equivalent, the Grower will immediately notify AA and provide whatever assistance the AA may require concerning the governments instrumentality's enquiry including but not limited all document relating to the application.
- Upon the signing of these Aerial Application Request Terms and Conditions, the person warrants that they have the authority to represent the Grower to legally bind the Grower if a corporate entity. The signatory also acknowledges that if the corporate entity cannot pay the application costs, the signatory will be personally liable for the application costs.
- The person signing these Aerial Application Request Terms and Conditions acknowledges that they have read and understood the Aerial Application Request and these Aerial Application Request Terms and Conditions.
- | |
|---|
| <p>On behalf of the Grower, I hereby accept these Aerial Application Request Terms and Conditions:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Position: _____</p> <p>Company: _____</p> <p>Date: _____</p> |
|---|