



smart stewardship

UNMANNED AIRCRAFT SYSTEMS USE PERMIT

The permit must be completed and returned to the General Services Division office at least 48 hours before the event. Email completed form to gsd servicedesk@mt.gov. This use permit must be in the possession of the event organizer at all times during the event.

Purpose: The purpose of this unmanned aircraft systems (UAS) permit is to allow the use of UAS under terms and conditions described below while (i) maintaining the beauty and historical nature of the Capitol and grounds consistent with 2-17-811, MCA, and (ii) providing for the safety of the public.

Requesting Organization/Agency/Person: _____

Contact Name: _____ Phone Number: _____

Mailing Address: _____ E-mail Address: _____

Purpose of Activity: _____ Number of Participants: _____

Primary Operator: _____ FAA Registration #: _____

Other Operators: _____ Pilot License #: _____

Location, Date, and Time of Activity: _____

TERMS AND CONDITIONS OF USE

- Only persons listed on this permit may operate a UAS on the Capitol Complex.
- Only commercial use of UAS is allowed on or over the Capitol Complex. Recreational or hobby use of UAS is not allowed on state grounds.
- The permittee must hold a remote pilot certificate with a small unmanned aircraft rating.
- Montana's Capitol Complex is located within the Class "D" Airspace of the Helena Regional Airport; therefore, the permittee must hold a site specific Certificate of Authorization or Waiver.
- Permittee shall comply with Code of Federal Regulations (CFR) Title 14, Part 107, Small Unmanned Aircraft Systems, and Part 48, Registration and Marking Requirements for Small Unmanned Aircraft.
- Any damage to the Capitol Complex buildings or grounds caused by the permittee will be billed at cost plus 15%.
- The permittee shall defend and indemnify the State, its elected and appointed officials, agents, and employees from and against all

claims, causes of action of any kind or character, including the cost of legal defense, liabilities, damages, and losses arising in favor of the permittee's employees or third parties for bodily or personal injuries or death or damage to property, arising or resulting from the acts or omissions or alleged acts or omissions of the permittee and/or its agents, employees, representatives, assigns, and subcontractors acting under this permit. These defense and indemnity obligations survive termination of this permit.

The permittee shall purchase and maintain commercial general liability occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$100,000 per occurrence and \$200,000 aggregate per year to cover such claims as may be caused by any acts or omissions of the permittee and/or its employees, agents, contractors, and subcontractors acting under this permit. The State of Montana and its officers, officials and employees must be covered as additional insureds under permittee's policy. The permittee's insurance coverage is primary insurance. Any insurance or self-insurance maintained by the State of Montana and its officers, officials and employees is excess of the permittee's insurance and does not contribute with it.

I have read and I understand the Public Safety and Facility Use for State Space and State Grounds in Helena and these permit requirements. OPERATORS SHALL CONTACT GSD / CAPITOL SECURITY BEFORE EACH DEPLOYMENT AT 406-444-3060.

Signature of Requestor _____ Date _____

General Services Division Approval _____ Date _____

