

Voisin 3/5 Aircraft Plans Owner/Builder-

Your signature on the Waiver of Liability and Articles of Agreement must be on record for any business to proceed with the Copyright Owner or his agents, of the Voisin 3/5 Aircraft Plans including plans updates, technical support, or purchases of any sort.

Instructions for Filling out the Voisin 3/5 Aircraft Articles of Agreement & Waiver of Liability:

Please fill out and sign the Voisin 3/5 Waiver of Liability and Articles of Agreement, on pages 2 and 3, both in duplicate, and return all five pages which includes this document. One copy of pages 2 and 3 will be returned as pages in your Voisin 3/5 Construction Manual which will constitute your record. Original signatures are required on all copies. The following sections must be filled out and signed in order for the Waiver of Liability and Articles of Agreement to be valid. Please use this list as a checklist to ensure all sections have been filled in properly.

□ The day, month, year at the top of Page 2.

□ The Name ["sole owner", "primary owner" or "plans partner/co-owner"] (if a corporate entity is the buyer, then write both corporate entity name and buyer name), Telephone, E-mail, and Street Address also at the top of Page 2.

 \Box Check <u>one</u> of the boxes.

" \Box Sole Owner" – You are the sole owner.

-OR-

" Primary Owner" – You are the primary owner of the plans. If You are in a partnership of any kind, the other partners must fill out their own agreements.

-OR-

"□ Plans Partner/Co-Owner" – You are the partner or co-owner of the plans. Another individual is the primary

□ The Buyer's Signature and Date at the bottom of Page 2.

□ The Buyer's Signature and Date at the bottom of Page 3 under "Pay an extra 1,000" and not sign the agreement. -OR-

□ The Buyer's Signature and Date at the bottom of Page 3 under "Pay nothing extra" and sign the agreement.

Please note:

owner.

-Building Partnerships are becoming more and more common. The Copyright Holder of the Voisin 3/5 Aircraft plans requires all and each Partners or Co-owners of the plans have the Waiver of Liability and Articles of Agreement on file. -Voisin 3/5 Aircraft respectfully requests that one partner be chosen as the "primary owner" used for correspondence with the Copyright Holder or his Agents. This reduces confusion when submitting updates and relaying technical support. -The Serial Number of the plans will be printed on all pages of the Agreements, Manual(s) and Drawings.

Please do not hesitate to contact us with questions.

Sincerely,

Corey Butcher Voisin 3/5 Aircraft Copyright Owner

SERI	AL #:
Paid:	
	(Office use)



ARTICLES OF AGREEMENT, made this _____ day of ______, 20____, between Corey Butcher, Copyright Holder, Voisin 3/5 Aircraft Plans, 2940 Arney Avenue, State Center, Marshall County, Iowa 50247 (Seller) and

Name (please print)	,,	Email	
Street Address	, City, State/Province	,,,,,,,	Country
(Buyer).	(check one box)		

□ Sole Owner - □ Primary Owner - □ Plans Partner/Co-Owner

WHEREAS, Seller desires to sell and Buyer agrees to purchase one set of experimental aircraft plans ("PLANS") solely for Buyer's personal or educational use and enjoyment; and

WHEREAS, Buyer understands and appreciates the experimental nature of the Plans and that Seller has no control over Buyer's application or use of said plans; and

WHEREAS, Buyer relies solely on his/her/its own skill and judgment in the purchase and use of said plans and is solely responsible for their use.

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Buyer agrees that the purchase of one set of Voisin 3/5 Aircraft Plans carries with it the license to build one like aircraft of the serial number given on the plans.

2. Buyer agrees that the purchase of the plans does not carry the right to duplicate and/or manufacture and sell materials, kits, or components for the Aircraft without the expressed written consent of the Voisin 3/5 Aircraft Plans copyright holder.

3. Buyer agrees the plans cannot be used or duplicated without the expressed written consent of the Voisin 3/5 Aircraft Plans copyright holder.

4. Buyer agrees the purpose of the plans is strictly educational and there is no stated or implied guarantee.

5. Neither this Agreement nor any right or duty conferred hereunder shall be assigned, conveyed or transferred by Buyer without the prior written consent of the Seller. If any amount is due to Seller by Buyer pursuant to the terms hereof shall be collected by law or through an attorney-at-law, Buyer agrees to pay all costs and expenses incurred for collection, including reasonable attorney's fees. This Agreement shall be binding on the parties hereto and their respective successors and assigns. This Agreement shall be governed in accordance with the laws of the State of Iowa. This shall be the complete and entire agreement between the parties.

6. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted in the jurisdiction by whose law it is interpreted. All of the terms of this agreement are severable to each other and will survive the invalidity of any other term.

IN WITNESS WHEREOF, the parties hereto have carefully read and understand this Agreement and are entering this Agreement on their own free will.

-Voisin 3/5 Aircraft Plans

Dated:	, 20	Signed:
		Seller (Corey D. Butcher), by authorized agent
Dated:	, 20	Signed:

Buyer (sole owner, primary owner or build partner), by authorized agent



WAIVER OF LIABILITY AGREEMENT

BUYER HAS NO RIGHT TO USE THE PLANS UNTIL THIS WAIVER OF LIABILITY AGREEMENT IS SIGNED AND RETURNED.

1. Buyer agrees to hold Seller harmless from, and Buyer hereby assumes the entire responsibility and liability for, any and all damage or injury of any kind or nature, including death, as to all persons, whether Buyer's guests, employees, agents, or otherwise, and as to all property, including Buyer's own property, caused by, resulting from, arising out of, or occurring in connection with the supply to Buyer, or the use by Buyer him/her/itself or other persons, of the plans based upon Seller's alleged active or passive negligence or any other reason other than intentional or reckless conduct.

2. If any person shall make a claim for injury or damage, including death, whether based upon Seller's alleged active or passive negligence or any other reason other than intentional or reckless conduct, but only regarding the Seller's supply of these specific plans to Buyer, Buyer shall indemnify and save harmless Seller, its shareholders, Directors, officers, agents, servants, and employees, from and against any and all loss, expense, damage or injury that Seller may sustain as a result of any such claim.

3. BUYER HAS PURCHASED THE PLANS AND SELLER HAS SOLD THE PLANS UNDER THE EXPRESS UNDERSTANDING AND AGREEMENT THAT THEY ARE SOLD WITHOUT ANY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE PLANS SOLD PURSUANT TO THIS ARTICLES OF AGREEMENT ARE SOLD AS IS. Seller shall not be liable for any direct, incidental or consequential damages resulting from the use of the plans or arising out of any alleged breach of any obligation on the part of the Seller.

In no event and under no circumstances shall Seller be liable for lost profits or other consequential damages, nor shall Seller be liable for any claim or demand by any third party against Buyer or Seller.

Dated: _____, 20 _____ Signed: ______ Seller (Corey D. Butcher), by authorized agent

I HAVE READ THE ABOVE WAIVER OF LIABILITY AGREEMENT. I REALIZE I AM NOT REQUIRED TO SIGN THE AGREEMENT. I FREELY CHOOSE EITHER OPTION A OR OPTION B:

A. Pay an extra \$1,000.00, and not sign the agreement;

Dated: _____, 20_____ Signed: ____

Buyer (sole owner, primary owner or build partner), by authorized agent

- OR -

B. Pay nothing extra, and sign the agreement of my own free will.

SERL Paid:	AL #:	
	(Office use)	