

License Agreement for homebuilding one copy of the aircraft MJ-



Three copies of this form must be completed, signed and returned to the Marcel Jurca Committee before using the drawings. The Committee Marcel Jurca validates this commitment through the building license agreement of which shall be attached to the application for certification.

Definitions and abbreviations

By "Homebuilt", it is expressly understood the construction of a single aircraft, made by an amateur or a club for his own personal use. In this case, this commitment must be signed by the president/chairman of the club. In this document, the Marcel Jurca Committee is mentioned as "CMJ". In this document, the person holding the building license agreement will be mentioned as «the signatory».

Builder commitment

I, the undersigned,

First name Name

Profession:

Postal address: Country:

Phone:

E-mail:

Hereinafter referred to as "the signatory", hereby request, in order to build as an amateur, to be sent a set of plans of an amateur-built aircraft MJ-, and agree formally, on the honor, the following License Agreement [A / to E /]:

A / Drawings use

The drawings are copyrighted and remain the property of the CMJ. The set of construction drawings will not be communicated, reproduced or sold without the written permission of the CMJ. The building license agreement shall only be used for a single copy of the aircraft object of this commitment, to the exclusion of any commercial purpose. In order to get its Certificate of Airworthiness, the aircraft reproduced from these drawings should have its own License Agreement and a valid serial number related to the name of the signatory. There will be no exchanges or refunds for the set of construction drawings and/or the building license agreement.

B / Construction

The aircraft will be built according to the State of the Art and will be strictly conform to the construction drawings, with the materials and corresponding settings exactly to specifications. The weight and balance remain within the limits defined in the construction drawings. The signatory will make no change, however small, unless formally agreed, written of the CMJ. The signatory will control the construction by the competent authority according to the regulations of his country. The CMJ keeps the right to enforce, under the control of the competent authority, any changes it considers necessary to the aircraft under construction or in use, without any compensation. Any modification or improvement occurred during the construction or development on the ground or in flight cannot change this License Agreement. The CMJ may solely integrate these changes into the standard drawings without any compensation. Given the multitude of available engines, the study of respective engine mount and is under the responsibility of the signatory. Given the evolution of aircraft instrumentation and electrical practices, these equipments are under the responsibility of the signatory.

C / Identification

The plane will clearly outside the following inscriptions:

- MJ- [Type] License number.
- Aircraft logo for MJ-2, MJ-5, MJ-51 & MJ-53
- Registration mark (according to country regulation)
- Designer: Marcel Jurca
- Builder: «name of the signatory»

D / Certification & Test flights

The signatory is in charge of the Airworthiness Certification process, in relation with his national Aviation Agency. He undertakes to provide the CMJ, upon request, name of the artisan or industrial uses to which it will if you buy prefabricated parts (elements wood, landing gear, powerplant, etc.). Test flights must be performed by a qualified pilot, the CMJ keeps the right to appoint a person to visit the aircraft during construction and ban flights as some reserves have not been solved. Resale of the unit after use shall be communicated to the CMJ mentioning the full details about the new owner.

E / Risks knowledge and acceptance, liability

It is further agreed and I understand that the CMJ makes no warranty, expressed or implied, as to the quality or the safety of this aircraft.

The signatory understands that no warranty, express or implied, is being given by the CMJ as to the accuracy, airworthiness, suitability or flyability of the construction drawings or the aircraft to be built with the drawings or that the aircraft once built is able to be certified by the National Aviation Agency of his country.

The signatory shall accept full legal responsibility for the construction, certification, flight or operation of the aircraft and hold totally and completely harmless from any legal liability or damages whatsoever the principals, the CMJ, Marcel Jurca's heirs and their beneficiaries. Further understand that any aircraft constructed with the Plans shall only be built and operated in strict compliance with Regulations promulgated by the National Aviation Agency of his country. The signatory also acknowledges that these drawings were prepared by Marcel Jurca makes no guarantees as to their accuracy or currency. It is also agreed that while the CMJ will try to direct any questions regarding the drawings and construction to experienced builders, the CMJ itself cannot provide any technical builder support.

All subsequent signatory, buyers, heirs, successors, or assigns are also bound by all terms of this agreement.

Consequently, it is expressly stipulated that the signatory, the undersigned,

First name Name

will exclusively take all risks that could result from the construction, implementation or operation of the aircraft in accordance with the record that was provided by the CMJ.

[In this frame, precede the date and signature with the handwriting «*read and approved*» of signatory]

City: Date: Signature:

Construction license agreement

[To be completed by the CMJ representative]

This commitment matches the building license agreement No.

For one copy of the aircraft type MJ-

Issued date:

To Mr / Ms: