

21 January 1947

CNRRA Air Transport
c/o Mrs. Loreen Lonberg
Hotel Washington
Washington, D. C.

1. In consideration of the payments to be made and the performance of the agreements hereinafter specified, by CNRRA Air Transport, the Air Transport Command will make available its facilities and services at Wheeler Army Air Base, T. H.; Johnston Island, Kwajalein Island (prior approval of the Navy Department having been obtained by CNRRA Air Transport for the use of Kwajalein and Johnston); Harmon Field, Guam; Kiangwan Airfield, Shanghai, China; and also at Nichols Field, Manila, P. I. in the event of emergency or adverse weather conditions, in connection with the ferrying of 17 C-46 type aircraft from Honolulu to China by CNRRA Air Transport. The use of the foregoing facilities and services will be provided unless the same are reasonably available from other sources, as follows:

a. Landing rights, access to weather briefing and communication facilities, and messing and billeting of crews and personnel travelling on such aircraft.

b. Gas, oil and maintenance facilities.

c. Procurement of spare parts, if necessary.

2. CNRRA Air Transport represents that the aircraft mentioned have been certificated for a flight of the nature contemplated.

3. The above facilities and services will be available to CNRRA Air Transport in connection with the flight of its aircraft subject to the following:

a. Reimbursement for maintenance services and spare parts will be made in cash at the base furnishing such service. Charges therefor will be computed at said base in accordance with applicable Army Regulations and War Department directives.

b. Reimbursement for aviation gas and aviation oil will be made pursuant to the following procedures:

(1) CNRRA Air Transport has selected as its authorized supplier of aviation gas and oil Standard Vacuum Oil Company, who will supply this Command with a statement accepting responsibility for payment of products furnished pursuant to this agreement.

APPROVED FOR RELEASE DATE: 29-Sep-2009

F.N.# 106

(2) When CNRRA Air Transport, by its duly authorized agent, secures any gas or oil, said agent will execute Form 81, acknowledging receipt of the fuel and the quantity thereof. This Form 81 will be forwarded by the base in question to the Air Materiel Command, Wright Field, Dayton, Ohio (Attention: Fuels and Lubricants Division, Symbol TSSM 3-C), who will in turn bill Standard Vacuum Oil Company for the cost of such gas and oil. Thereupon, Standard Vacuum Oil Company will reimburse Army Air Forces on a cash basis, and Standard Vacuum Oil Company in turn will bill CNRRA Air Transport for the aviation gas and oil received by it.

c. Reimbursement for messing and billeting will be made in cash at the base furnishing such services. Charges therefor will be computed by the Base Commanding Officer and will be collected at said Base.

4. a. CNRRA Air Transport, for itself, its successors and assigns, by operation of law or otherwise, does hereby forever release and discharge the United States, its agencies, agents, and/or military, civilian or contract personnel, their heirs, successors, executors, administrators or assigns from any and all liabilities, claims, demands, actions or causes of action of every nature and character whatsoever arising out of or from any act, omission, negligence, quality of supplies, services rendered or manner of performance of services rendered, or any cause whatsoever in connection with the use of any Air Transport Command base or bases or facilities by CNRRA Air Transport or from the sale of services or supplies by the Air Transport Command to CNRRA Air Transport, excepting such liabilities, claims, demands, actions or causes of action as result from the willful misconduct of any agency, agent, military, civilian or contract personnel of or under contract with the United States.

b. CNRRA Air Transport, for itself, its successors and assigns, by operation of law or otherwise, assumes and agrees to defend, pay or otherwise settle any and all present or future liabilities or claims of liabilities, demands, actions or causes of action of every nature and character whatsoever by or in favor of third persons or parties, their heirs, successors, executors, administrators and assigns (including any government or agencies thereof) against the United States, its agencies, agents, and/or military, civilian or contract personnel, their heirs, successors, executors, administrators or assigns, arising out of or from any act, omission, negligence, quality of supplies, services rendered or manner of performance of services rendered, or any cause whatsoever in connection with the use of any Air Transport Command base or bases or facilities by CNRRA Air Transport, or from the sale of services or supplies by the Air Transport Command to CNRRA Air Transport, and CNRRA Air Transport will hold the United States and such other agencies, agents, or persons harmless and defend them against any such liabilities, claims, demands, actions, causes of action of every nature and character whatsoever hereafter

asserted or brought by third persons or parties (including any government or agencies thereof) including costs of suit, attorney's fees or other expenses in connection therewith excepting such liabilities, claims, demands, actions or causes of action as result from the willful misconduct of any agencies, agents, military, civilian or contract personnel of or under contract with the United States.

c. CNRRA Air Transport, for itself, its successors and assigns, by operation of law or otherwise, assumes, and agrees to pay or otherwise settle any and all present or future liabilities for loss, damage, or injury to personnel, equipment, or installations of or under the control of the United States caused by or resulting from the operation of aircraft by CNRRA Air Transport in connection with the use of any Air Transport Command base or bases or facilities, excepting such loss, damage or injury as results from the negligence or willful misconduct of any agencies, agents, military, civilian, or contract personnel of or under contract with the United States.

5. Prior to any flight pursuant to this agreement, an authorization therefor shall be obtained from A-3/Plans, Air Transport Command.

6. Signature hereon by the duly authorized representative of CNRRA Air Transport will constitute a formal agreement by CNRRA Air Transport to all conditions and terms hereinabove set forth.



C. V. ROBINSON
Major, A. C.
Executive

APPROVED: CNRRA AIR TRANSPORT

BY: 
Executive Secretary