

# **ACE MAKER AIRSHOWS**

## **2016 Air Show Performance Agreement**

“Ace Maker” Airshows, hereinafter referred to as “Ace Maker” Airshows agrees to perform on behalf of:

(hereinafter referred to as THE EVENT) as follows:

Name of Event:

Date:

Location:

Performance: Solo Aerobatic Demo(s) in the T-33 Shooting Star, 15 minute duration and 15 passes with smoke including twilight show ( will race jet car at discretion of Event)

**1. COMPENSATION:** in consideration for the above flights, THE EVENT agrees to compensate the “Ace Maker” Airshows as follows:

|                           |                  |
|---------------------------|------------------|
| “Ace Maker” Performance   | Base Fee \$ 6000 |
| additional travel Fee     | \$               |
| 25% deposit due           | \$               |
| Total Cost of Performance | \$               |

**2. SUPPORT:** In addition to the above fee, THE EVENT agrees to provide the following to “Ace Maker” Airshows:

- A. ONE fully insured, fully Fueled vehicle for use by “Ace Maker” Airshows for the duration of the event, including early arrival.
- B. Two Hotel rooms for crew for the duration of the event, including early arrival and final night of show. ( or two cars and one room depending on crew)
- C. JET A/JP fuel \*estimated\* at 165 gallons per demo, top off on departure.
- D. Access to a bottle of Aviators Breathing Oxygen (2,200psi).
- E. 25 gallons smoke oil 13 or equivalent per performance/practice
- F. Access to Air Show sound system for the Ace Maker Announcer to narrate live
- H. Access to Hangar for aircraft at show
- I. All necessary credentials and access to facilities at show site required by “Ace Maker’s” Crew and personnel prior to show day.

THE EVENT will provide the items A, B and C above from “Ace Maker’s” arrival through “Ace Maker’s” departure – specifically for arrival on through departure on NOTE: Aircraft and pilots will be available for appearances and flights beginning, AFTER 3 pm. Any other scheduling must be arranged prior to pilot’s arrival.

**3. Ace Maker Airshows will provide up to (4) 15 minute solo aerobatic demonstrations and be made available for at least 1 hour either before or after performance(s) for Fan interaction/autograph signing etc. Ace Maker Airshows will provide free of charge photo's and other memorabilia to the fans. Ace Maker Airshows will be available for Media and or other functions at the discretion of the event.**

**4. WEATHER** No refunds shall be issued if the "Ace Maker" is prepared to fly a scheduled air show flight, and is precluded from doing so due to meteorological conditions. "Ace Maker" pilots reserve the right to deem what meteorological conditions are safe for their air show performance.

**5. "Ace Maker" NON-PERFORMANCE:** "Ace Maker" Airshows provides a Specialized warbird mechanic to provide onsite support at your air show. Due to the Uniqueness of these vintage warbirds, it should be understood that mechanical problems could arise. In the extremely unlikely event that the aircraft have mechanical difficulties and do not fly any performances at the EVENT, Ace Maker Airshows shall prorate the performance fee at the discretion of the Event.

**6. THE EVENT NON-PERFORMANCE:** In the event of non-performance due to difficulties under the control of THE EVENT (failure to obtain proper clearances, improper fuel available, etc.) the total fee shall be due "Ace Maker" Airshows.

**7. MERCHANDISING RIGHTS:** "Ace Maker" Airshows reserves the right to Merchandise and sell "Ace Maker" products at the show site without any further compensation to any other party. (Ace Maker T-shirts, sweat shirts)

#### **8. INDEMNIFICATION:**

**A. "Ace Maker" Airshows assumes the risk of all injuries, including death resulting therefrom, to THE EVENT, its subcontractors, agents, employees, volunteers and any members of the public, and damage to and destruction of property by whomsoever owned, including loss of use thereof proximately caused by the negligent acts or omissions of "Ace Maker" Airshows or its employees or representatives, and it will indemnify and save harmless THE EVENT from and against any and all liability arising there from, including cost, expenses, and reasonable attorney fees.**

**B. THE EVENT assumes the risk of all injuries, including death resulting there from to "Ace Maker" Airshows, its subcontractors, agents, employees, volunteers and any members of the public, and damage to and destruction of property by whomsoever owned, including loss of use proximately caused by the negligent acts or omissions of THE EVENT or its employees, agents, volunteers, or representatives, and indemnify and save harmless "Ace Maker" Airshows from and against any and all liability arising there from, including cost, expenses and reasonable attorney fees.**

**9. AUTHORITY TO SIGN:** The person signing below for THE EVENT acknowledges he/she is duly authorized to sign contracts for THE EVENT and by doing so hereby bind THE

**EVENT into agreement with “Ace Maker” Airshows.**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Gregory W. Colyer,  
President Ace Maker Airshows  
362 Mountain View Ave  
San Rafael CA 94901  
415-531-0970  
Acemaker33@aol.com**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Event:** \_\_\_\_\_