



RULES AND REGULATIONS FOR CAF AIRSHO EXHIBITORS

DEFINITIONS: The Commemorative Air Force and its directors, officers, employees, staff, contractors, consultants, agents and advisors and the "CAF AIRSHO 2013" event (hereafter "AIRSHO 2013"). Vendors, exhibitors and applicants to this form (hereafter "Exhibitor"). The AIRSHO 2013 show site at Commemorative Air Force Headquarters (hereafter "Site").

EXHIBITOR AUTHORIZED SITE REPRESENTATIVE: Exhibitor, at all times during AIRSHO 2013 shall have a designated representative available to AIRSHO 2013 staff for the purpose of making all decisions necessary on behalf of Exhibitor at or during the AIRSHO 2013. Exhibitor's Authorized Site Representative shall have all authority to represent and/or commit Exhibitor at or during the AIRSHO 2013 and AIRSHO 2013 may rely without reservation upon all such representations and/or commitments.

SET UP AND INSTALLATION OF EXHIBITS: Site will be open for Set-up and Installation on Friday, October 11 from 1:00pm – 7:00pm. All set-ups must be completed by 7:00pm Friday, October 11. Vehicle access to exhibit space is only permitted during this time period.

AIRSHO HOURS OF OPERATION: Shall be Saturday, October 12, **Indoor Exhibitors** 8:30am – 6:00pm and Sunday, October 13, 8:30am – 5:00pm; **Outdoor Exhibitors** Saturday, October 12 8:30am – 7:00pm and Sunday, October 13 8:30am – 5:00pm

FEES: Exhibit space fee includes space and applicable credentials.

RESERVING SPACE: AIRSHO 2013 reserves the right to relocate displays at any time, either before or during the AIRSHO 2013. A deposit of \$150.00 will be due with reservation for indoor space. A 20% deposit will be due with reservation for outdoor space. Full payment, will be due on September 6, 2013.

CLEANING AND EARLY BREAKDOWN: All common access areas will be maintained by AIRSHO 2013. All Exhibitors are required to clean their booths at the close of each day. **Breakdown and departure are not permitted before 5:00pm on Sunday October 13, 2013, unless inclement weather requires an early breakdown and departure.** Vehicle access is permitted at 5:00pm on breakdown day. Any exhibitor leaving bulk material, garbage, mulch or debris of any kind will have an after show charge of \$250.00.

NO SHIPMENTS TO AIRSHO 2013 SITE: Shipments by Exhibitor to the AIRSHO 2013 site prior to October 4, 2013 shall only be made following written authorization by AIRSHO 2013 staff and must be performed as authorized by such staff and in accordance with these Rules and Regulations.

PERMITTED DISPLAYS: The use of sound devices, disturbing to adjacent Exhibitors, megaphones, loud speakers, side-show tactics and other undignified methods of attracting attention are prohibited. The use of sound films or narrated slides is acceptable when operated at conversational level.

VEHICLE ACCESS: During AIRSHO 2013, vehicle access is permitted before 8:00am and after show close only. **Vehicles will not be allowed to remain on or at exhibit space during the day. Any vehicle outside designated parking area will be towed at owner's expense.**

VEHICLE PARKING: Exhibitors will be issued two (2) vehicle passes per exhibit space. A designated area will be provided for such Exhibitor parking. All additional vehicles shall be parked in the general admission parking areas. All trucks and trailers must park in the areas designated by AIRSHO 2013.

Vehicles improperly parked will be towed at owner's expense.

PETS: Animals of any kind are not permitted in the Exhibit Area(s).

CERTAIN VEHICLES PROHIBITED: The use of all terrain vehicles (ATVs), non AIRSHO 2013 golf carts, mini-bikes, roller blades, scooters and skateboards by Exhibitors is strictly prohibited.



HANDICAPPED PARKING: Handicapped parking will be provided at the Site. Please contact AIRSHO 2013 staff for details.

NATURE OF EXHIBITS: Only those products documented on this Application/Contract as approved by AIRSHO 2013 shall be allowed to be sold or shown at Exhibitor's exhibit space. Food, drinks, coin-operated games, raffles, film, solicitations, charitable or otherwise, or sales of credit cards or phone cards, or items bearing off-color material, in the sole and absolute determination of AIRSHO 2013 staff, shall not be allowed.

LOGO USE: Any item depicting the AIRSHO 2013, Commemorative Air Force, American Airpower Heritage Museum, Ghost Squadron, or Confederate Air Force name or trademark logos or any part thereof without permission is prohibited and shall be confiscated by AIRSHO 2013 staff.

UTILITY SERVICE: Utility service is available by reservation only.

SUBLETTING OF SPACE: Exhibitors shall sublet exhibit space in whole, with approval of CAF AIRSHO Committee. **In a sublease, the sublessee agrees to the terms and conditions in the primary lease.**

SOLICITATION OF BUSINESS—RESTRICTIONS: Solicitation will be confined to the Exhibit Area and to those persons or firms who are bona fide Exhibitors by virtue of paying for exhibit space and being party to this Application/Contract. Exhibitor shall not conduct business outside Exhibitor's assigned exhibit space without permission.

CAMPING: Camping by exhibitors shall be permitted in the general admission parking areas only. No hookups are available.

SECURITY: The AIRSHO 2013 staff will lock the indoor exhibit area during closed hours. The outdoor exhibits will need to close the flaps on their tents or otherwise secure their exhibit during closed hours. **IT IS THE EXHIBITOR'S RESPONSIBILITY TO PROVIDE THIS PROTECTION DURING SHOW HOURS.** In no event does the AIRSHO 2013 assume liability for loss or damage by any cause.

INSURANCE, LIABILITY, INDEMNITY RELEASE AND HOLD HARMLESS: AIRSHO 2013, The Commemorative Air Force, and its directors, officers, employees, staff, contractors, consultants, agents and advisors shall not be liable or responsible for any liability, loss, damage, or personal injury, including death, which may occur to the Exhibitor, to the Exhibitor's officers, directors, managers, partners, agents, representatives, contractors, employees, customers, providers, suppliers, or guests, or to the Exhibitor's property from any cause whatsoever at any time. The Exhibitor hereby expressly releases AIRSHO 2013, The Commemorative Air Force and Western National Bank and their respective directors, officers, employees, staff, contractors, consultants, agents and advisors from and agrees to indemnify and hold AIRSHO 2013, The Commemorative Air Force and Western National Bank and their respective directors, officers, employees, staff, contractors, consultants, agents and advisors, harmless from and against any and all claims for any such claims, liability, loss, damage, or personal injury, including death. Without limiting the foregoing, AIRSHO 2013, The Commemorative Air Force, and Western National Bank and their respective directors, officers, employees, staff, contractors, consultants, agents and advisors, shall not be responsible for the loss of any exhibit or part thereof because of fire or lightning, wind storm or hail, smoke, explosion, riot or civil commotion, vandalism or malicious mischief, burglary, robbery, hold-up, water damage, strike, or any accident involving damage to property or goods in transit, or for any personal injury, including death, that may occur to the Exhibitor, to the Exhibitor's agents, representatives, servants, employees, customers, providers, suppliers, or guests, or to the Exhibitor's property from any cause whatsoever at any time for any exposure to any claims, liability, loss, damage, or personal injury including death. AIRSHO 2013 requires that the Exhibitor obtain, at its expense, general liability insurance and such other insurance as



may be required by AIRSHO 2013, prior to the AIRSHO 2013 to insure the Exhibitor and to name AIRSHO 2013, The Commemorative Air Force and Western National Bank and their respective directors, officers, employees, staff, contractors, consultants, agents and advisors as an additional insured against any claims, liability, loss, damage, or personal injury, including death, whether during transit or while at or during the AIRSHO 2013.

LIABILITY INSURANCE: Each Exhibitor shall provide, on or before September 6, 2013 to AIRSHO 2013, current certificates of insurance coverage then in full force and effect through at least November 1, 2013 as follows: (1) general liability insurance coverage in a minimum amount of \$1,000,000 per event, which may be provided by umbrella coverage as well as individual policy coverage for general or specific events and (2) workers or employee compensation insurance policies which shall include coverage on and to the Exhibitor's property and on and to the Exhibitor's employees, agents, representatives, servants, providers, and suppliers while such property and such employees, agents, representatives, servants, providers, and suppliers are at, on, in, entering, or leaving the Exhibitor's exhibit area.

LICENSES AND PERMITS: Exhibitor shall timely obtain all applicable government federal, state and local permits, licenses and authorizations, and register to do business at the Site as required by law, and timely file all tax and other reports and returns required by any such government.

SALES TAX: Exhibitor shall timely collect and remit all Texas state and local sales and use taxes imposed on the sale of products or services by Exhibitor at the Site as required by law.

SAFETY: No smoking, explosives, flammable, or other dangerous items will be allowed in the Exhibit Areas. Decorations must be flame resistant.

GOVERNING LAW: This Application/Contract shall be governed by and construed in accordance with the laws of the State of Texas, without respect to principles of choice or conflicts of law.

ATTORNEYS' FEES, VENUE, AND WAIVER OF TRIAL BY JURY: In any action brought to enforce or to interpret this Application/Contract, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees including, without limitation, attorneys' fees incurred in connection with any appeal or certiorari proceeding, and the sole and exclusive venue of any such action shall be in the appropriate state or federal court having subject matter jurisdiction in and for Midland County, Texas. AIRSHO 2013 and Exhibitor renounce and waive any right to have any such controversy litigated, arbitrated, mediated or resolved by any other legal or quasi-legal proceeding in any other place whether pursuant to the doctrine of *forum non conveniens* or otherwise. AIRSHO 2013 and Exhibitor renounce and waive any right whatsoever to a trial by jury. For the purposes of this Application/Contract "any action brought to enforce or to interpret this Application/Contract" shall be construed to mean litigation, arbitration, mediation, and any other legal or quasi-legal proceeding.

MODIFICATION, REVISION, OR AMENDMENT: This Application/Contract shall not be modified, revised, or amended except by an instrument in writing agreed to and signed by both AIRSHO 2013 and the Exhibitor.

INVALID OR VOID PROVISION: If any part of this Application/Contract shall prove to be invalid or void, it shall in no manner affect or impair any of the remaining provisions of this Application/Contract which can be given effect without the invalid or void part.