

Pacific Aero Ventures
2020 Air Show Performance Agreement

“Pacific Aero Ventures” (hereinafter referred to as “PAV”) 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 TA-4 Skyhawk, 15 minute duration and at least 8 passes (will race jet car at discretion of THE EVENT), and/or _____.

1. COMPENSATION: in consideration for the above flights, THE EVENT agrees to compensate “Los Altos Investments and Aviation Co LTD” on behalf of “PAV” as follows:

*Base Fee: \$8,900**

Additional Travel Fee \$ _____

25% Deposit Due: \$2,225

*Total Cost \$ _____ *see support manual*

2. SUPPORT: In addition to the above fee, THE EVENT agrees to provide the following to “PAV”:

- A. ONE fully insured, fully Fueled vehicle and ONE golf cart or equivalent for use by “PAV” for the duration of the event, including early arrival.
- B. Two Hotel rooms for crew for the duration of the event.
- C. JET A/JP fuel estimated at 180 gallons per demo plus top off on departure. (_____ Gallons)
- D. Access to a bottle of Aviators Breathing Oxygen (2,000psi).
- E. *Access to an Air Start Cart will be provided for starting (*PAV provided in most cases)
- F. Access to Air Show sound system for the announcer to narrate live.
- G. Access to Hangar or Covered Parking for aircraft at show (overnight)
- H. All necessary credentials and access to facilities at show site required by “PAV” Crew and personnel prior to show day. (6 VIP Passes unless otherwise arranged) _____

*THE EVENT will provide the items A, B and C above from “PAV’s” arrival through “PAV’s” departure.

NOTE: Aircraft and pilots will be available for appearances and flights, however, scheduling for these must be arranged prior to pilot’s arrival.

3. “PAV” will provide a 15 minute solo aerobatic demo per event day (take-off to landing) and be made available for at least 1 hour either before or after performance(s) for Fan interaction/autograph signing etc. “PAV” will provide free-of-charge photos and other memorabilia to the fans. “PAV” will be available for Media and or other functions at the discretion of the event.

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

5. "PAV" NON-PERFORMANCE: "PAV" may provide 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, "PAV" 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 to "PAV," payable to "Los Altos Investments and Aviation Co Ltd."

7. MERCHANDISING RIGHTS: "PAV" reserves the right to Merchandise and sell "PAV" products at the show site without any further compensation to any other party. Parking for support vehicle in or near Aircraft Display Area for crew rest, autograph signing, and merchandise sales.

8. INDEMNIFICATION:

A. "PAV" 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 "PAV" 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 therefrom, to "PAV," 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 "PAV" 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 "PAV."

BY: _____ Jerod P. Flohr,

Director of Operations, Pacific Aero Ventures

(432)213-5189 skyhawkn518ta@gmail.com

DATE: 11/13/2019

BY: _____ DATE: _____

Name: _____

Title: _____ Event: _____