



# 2010 Air Show Performance Agreement

“Ace Maker” Airshows and the T-33 Heritage Foundation, 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: \_\_\_\_\_, 2010

Location: \_\_\_\_\_

Performance: \_\_\_\_\_

1. **COMPENSATION:** In consideration for the above flight(s), THE EVENT agrees to compensate the “Ace Maker” Airshows with a Donation to the T-33 Heritage Foundation as follows:

“Ace Maker” Performance Fee \$ \_\_\_\_\_

Additional Day(s) Fee \$ \_\_\_\_\_

Mileage (Nautical Miles, RNAV Direct) NM \_\_\_\_\_ NM

Computed From: KDWA to \_\_\_\_\_

Cash equal to current JET A price at 2 gal per nautical mile

(subtract 400 miles and Air show will “top off” Aircraft

prior to departure from air show with 100 gal plus 2 gallons per NM

(200 gallon minimum) “Estimated” \$ \_\_\_\_\_

25% Performance Fee due at time of booking (Non-refundable) \$ \_\_\_\_\_

Total “Estimated” Cost of Performance “Estimated” \$ \_\_\_\_\_

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.

C. JET A/JP5/JP8 fuel for local orientation / safety performance rehearsal flight prior to main event (“estimated” 125-150 gallons)

D. ONE bottle of Aviators Breathing Oxygen (2,200psi).

F. JET A fuel per aircraft performance (“estimated” 125-150 gallons)

G. 55 gallons (1 barrel) or Shell Virea #13 smoke oil.

H. Access to Air Show sound system for the Ace Maker Announcer to narrate live

I. Hangar aircraft at show(in inclement weather).

J. All necessary credentials and access to facilities at show site required by “Ace Maker” 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** \_\_\_\_\_ am/pm. Any other scheduling must be arranged prior to pilot’s arrival.

**3. “Ace Maker” PASSENGER FLIGHTS:** “Ace Maker” Airshows/T-33 Heritage Foundation cannot offer flights to the public for hire, nor carry passengers during our air show exhibition flights. However, T-33 Heritage Foundation is able to carry a VIP/Media/Sponsor passenger on our Local Area Orientation (LAO) Flights or local training flights. Fuel loads for all flights are part of our consideration for our air show travel and aircraft exhibition expenses, whether or not passengers are carried on those flights. Should the **EVENT** organizers have a person who would like to be a passenger in the back seat of the “Ace Maker” on our LAO flight or training flight, it may be organized prior to 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 on site 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 not charge the **EVENT** a performance fee.

**5. 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.

**6. MERCHANDISING RIGHTS:** “Ace Maker” Airshows reserves the right to merchandise and sell products at the show site without any further compensation to any other party.



**7. 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 therefrom, including cost, expenses, and reasonable attorney fees.**

**B. THE EVENT assumes the risk of all injuries, including death resulting therefrom 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 therefrom, 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 and the T-33 Heritage Foundation.**

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

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

**Gregory W. Colyer, President  
T-33 Heritage Foundation**

**or**

**Bernie Vasquez, Director of Operations  
T-33 Heritage Foundation**

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

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

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

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

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