



AOPA Fly-In Request for Proposals

2016 - 2018

Issue Date: April 17, 2015

Proposal Response Deadline: June 30, 2015

Point of Contact: Chris Eads, AOPA Director of Outreach and Events – 301-695-2183; chris.eads@aopa.org; 421 Aviation Way, Frederick, MD 21701

REQUEST FOR PROPOSALS (RFP) SUMMARY: The AOPA Fly-ins were created in 2014 to “meet our members where they fly” and create an atmosphere of flying, fun, friends, and food. During our first year of events, over 16,000 members, guests, and aviation enthusiasts gathered in seven locations throughout the United States for a weekend of celebrating aviation and building relationships. From attendees to exhibitors, from airport management to local municipalities, the verdict was clear: the AOPA Fly-Ins were a huge success! Four all new locations and our Frederick, MD AOPA Homecoming event in 2015 promise yet another year of engaging events and activities celebrating all things aviation.



With the vision to bring future fly-ins to new locations all over the United States, AOPA is inviting airports, cities, and aviation communities to propose hosting an AOPA Fly-In in coming years. This **Request for Proposals** seeks to draw interest and information from potential communities who would like to host an AOPA Fly-In at their airport in 2016, 2017, or 2018.



Proposals should be co-presented by the bidding airport manager, at least one on-field FBO/fuel provider, the governing airport authority (airport commission, board, municipality, etc.), and the local Air Traffic Control tower (if applicable). Additional signatories such as local aviation organizations or clubs, local Convention and Visitors Bureau, AOPA Airport Support Network Volunteers, etc. are encouraged.

About AOPA

Since 1939, Aircraft Owners and Pilots Association has protected the freedom to fly for thousands of pilots, aircraft owners and aviation enthusiasts. AOPA is the world's largest aviation member association, with representatives based in Frederick, MD, Washington, D.C., and seven regions across the United States. AOPA provides member services that range from advocacy at the federal, state, and local levels to legal services, flight planning products, safety programs and award-winning media. To learn more, visit www.aopa.org.



About the AOPA Fly-Ins

Hosting an AOPA Fly-In is a significant undertaking, but one that brings a great sense of accomplishment and positive attention for the entire aviation community involved. Feedback from 2014 fly-in locations has provided great insight into the value an airport and its community can expect to receive in return for the effort and commitment to host.

- **Contribution to the aviation industry** – participating in this event brings your strengths to our shared aviation community, helps to grow the pilot population, inspires new people to explore flying, and helps active pilots grow in their skills and passion.
- **Exposure and branding for local airport businesses** – with more than 2,500 pilots and aviation enthusiasts attending an average fly-in event, your airport and businesses will gain highly valuable exposure. Attendees are sure to remember your airport and want to return many times as they fly around the region.
- **National notoriety** – through AOPA's nationwide media channels, the story of your airport and businesses will be told to hundreds of thousands of AOPA members. We'll share details of the event, fascinating opportunities that exist in your area, and unique features of your local aviation community.
- **Financial impact to community** – the financial value of an AOPA fly-in goes well beyond the immediately obvious sale of aircraft fuel or hotel nights. There is a much broader value to the long-term economic impact as attendees make choices to return again and again to your community based on their positive experiences at the fly-in.
- **Public exposure** – the value of general aviation can be shared with those from your community who chose to come to the event, creating a positive experience at the airport for local families.



Event Structure

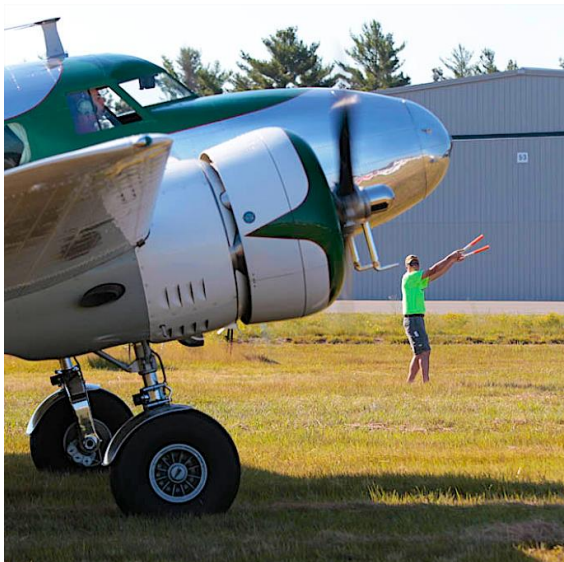
The AOPA Fly-In is a roughly 24-hour event focused around the local airport that seeks to draw pilots and aviation enthusiasts together for flying, fun, friends, and food. The event consists of two parts:

Friday Afternoon / Evening

- Daytime local activities and excursions available to the early arrivals
 - Golf outings, tours of local attractions, pilot workshops, etc.
- Evening social events
 - Barnstormers Party – BBQ and entertainment
 - Aircraft camping

Saturday Daytime

- Pancake Breakfast and entertainment
- Exhibits, static aircraft display, educational seminars
- Aeronautical demonstrations
 - Fly-bys, vintage aircraft rides, aerobatic performance, etc.
- Lunch
- Pilot Town Hall with AOPA President Mark Baker
- Event ends at 4:00 p.m.



What it Takes to Host

Hosting an AOPA Fly-In requires an airport community ready to work together to co-create an event that is much larger than any one group could put together by itself. Enthusiasm, creativity, flexibility, and collaboration are all attributes of successful fly-in hosts. Due to the enormous popularity of these events measured partly by the volume of attendees and their aircraft and automobiles, physical space is an important minimum criteria that will be defined in the pages ahead. Infrastructure and systems that can accommodate 500+ aircraft and 1,000+ automobiles safely and efficiently are a must. An enthusiastic aviation community that pulls together will ensure a successful, impactful, and safe event. Section 2 of this Request for Proposals contains valuable insights and lessons learned from successful fly-in venues.

Section 1 – Host Airport Criteria

Airfield and Airspace

Minimum Criteria

- Not located within Class-B airspace
- Minimum runway length of 4,000' (more in certain elevations)
- Restricted Airspace does not exist in size or proximity to the airport that would hinder high volume of VFR traffic flowing to or from the airport
- Instrument approach available
- Identified capacity on airport to park no less than 500 single-engine general aviation aircraft on a combination of paved surfaces (ramps, taxiways, runways), with consideration given to potential grass surfaces if conditions allow
- Air Traffic Control Tower facilities prepared to handle a high-volume inbound aircraft flow of 500+ aircraft during two waves of arrival (Friday evening and Saturday morning), or for non-towered airfields, willingness of airport management to explore proactive safety and traffic control solutions
- On-field FBO/fuel provider with desire and ability to participate in the event, with the capacity to provide 100LL fuel service to approximately 250 aircraft within 6 hours, and to expand manpower as needed to meet service demands. AOPA is able to assist FBOs with recruiting volunteers to serve under FBO direction.
- On-call minor airframe and aircraft powerplant maintenance services



Special Criteria

Generally speaking, AOPA considers the following criteria most ideal, and can consider airports that *do not* meet these criteria only in cases where unique solutions can mitigate the concerns:

- **Non-air carrier airport not currently regulated under Transportation Security Administration Regulation (TSAR) 49CFR Part 1542** – At issue are three factors: wake turbulence concerns with large jet traffic; potential capacity strain mixing scheduled air carrier service with high volume VFR traffic; TSA regulations limiting free movement of general public around the aircraft ramp and show areas.
- **Minimum of two paved runways** – At issue are two factors: capacity for airport to handle inbound traffic flow; capacity to maintain normal operations in the event of a disabled aircraft temporarily blocking a runway.
- **Not located below the lateral limits of Class-B airspace** – At issue are three factors: proximity of the event to established arrival and departure routes; complexity of airspace to unfamiliar pilots not comfortable or proficient operating in airspace with high density traffic; increased potential of airspace violations.
- **Not located in or around significantly high-elevation terrain** – At issue are two factors: density altitude operations for unfamiliar pilots; access to/from the airport through mountain passes or other constricting terrain that may create a hazardous situation with a high volume of traffic along routes with poor radar coverage.
- **Available space for aircraft camping** – This is a preferred scenario; we have found robust interest from our attendees to camp with their aircraft, and it adds a significant dimension to the event dynamic. While not a minimum criteria, it is high on our list of desirables.



AOPA makes every effort to plan our events to meet the skill level of our community's least experienced pilots. With safety as our highest concern, it is of utmost importance that we develop event plans that allow for these pilots to enjoy their time coming to the event without incident or difficulty. Airports expressing interest that do not meet these special criteria are encouraged to call for discussion prior to submitting a proposal.

Infrastructure, Venues, and Logistics

AOPA depends upon the generosity of airports and their tenants to provide ample space for the fly-in events. With more than 2,500 people in attendance at an average show in 2014, it is vital to build a significant "show center" to accommodate the crowds and activities that the AOPA Fly-In generates (see **Appendix B**). Generally speaking, AOPA seeks to establish the following physical event venues:

- 10,000+ square foot "main stage" for keynote presentations, pancake breakfast and lunch seating
- 10,000+ square foot "exhibit hall" for trade-show style exhibit booths
- Three 3,500+ square foot venues for seminar space

- 90,000+ square foot contiguous aircraft ramp space for static aircraft display, food vendors, and other tented displays
- Identified capacity for vehicle parking for no less than 1,000 automobiles on the airport or in close walking proximity; generally requires 300,000+ square feet paved or suitable grass areas



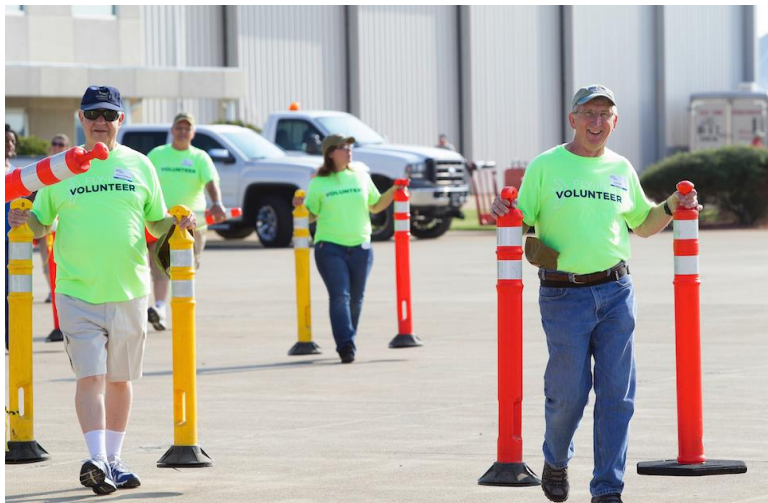
The event venues listed above for main stage, exhibits, and seminars can be developed using a combination of donated hangar space and/or large tent infrastructure. Due to the nature of the programs, they must be separate venues and cannot be combined into single large spaces. In cases where tents would be required, asphalt pavement beneath the tent space is ideal. Strongest consideration will be given to airports that can accommodate most of these venues inside donated hangar space.

AOPA Fly-Ins take place rain or shine; available event space must be committed to use from Thursday through Sunday for set-up, event, and clean-up, regardless of weather.

Community Participation

Hosting an AOPA Fly-In is more than just creating space for an event. It is about drawing together the entire aviation community for a celebration of our common love of flying. Therefore, the ideal airport community to host an AOPA Fly-In will have:

- A strong, active, and engaged local general aviation community
- Airport management and controlling authority that is a demonstrated supporter of general aviation
- Availability of local groups interested in participating and volunteering, such as state or local pilots associations, local aviation clubs, EAA chapters, Civil Air Patrol, Boy/Girl Scouts, etc.
- Local hotels and other amenities interested in offering discounts or other incentives to help draw attendees to “make a weekend” of their visit to the airport



Financial Partnership

A frequently asked question is “who pays for this?” The short answer is that this is an AOPA Fly-In, and we bear the expense to put it on. However, since most of our event costs are funded by generous donations from the AOPA Foundation, we are vigilant to make the most of our members’ contributions. Airports and communities that can offer financial support in a variety of ways make a tremendous difference and will garner special attention in the proposal process. Such participation may include, but not be limited to:

- Donated hangar and ramp space for the event venues noted above
- In-kind provision of items that may be in easy reach for the airport or city
 - i.e. traffic control supplies (cones, stanchions, barricades, signage), golf carts, ground transportation shuttles, water connections, fork-lifts, electrical generators, portable restrooms, two-way radios, etc.
- Donated time from public safety personnel and equipment
 - i.e. Fire and Rescue services, on-site EMS personnel, vehicular traffic control, overnight security services, etc.
- Cash contribution from an economic development fund or other grant

Legal, Insurance, Use Agreements

A vital part of any large-scale event is ensuring all the essential parameters to protect assets and people are in place. To that end, AOPA generally prefers to enter into a standard Use Agreement with airports and airport tenants on whose property or leaseholds the event is conducted. AOPA will provide certificates of insurance with these entities named as “additional insured” in amounts detailed in the attached Use Agreement instruments (**Appendix D**). AOPA prefers to use these instruments that have been carefully developed with several airports for previous events; in your proposal please indicate if your airport governing authority finds these instruments to be adequate to meet your needs, or if another set of parameters would be required.

Section 2 – Patterns of Success—Lessons Learned From Successful Venues

The year 2014 marked a new chapter in AOPA’s event history. Building upon decades of experience hosting major aviation conventions (AOPA Aviation Expo and AOPA Aviation Summit), and many years holding an annual fly-in at our Frederick, MD headquarters, AOPA embarked on a new adventure in 2014 to create fly-ins around new locations all over the United States. Coupled with the selection and early implementation of new venues in 2015, these two years of activity have helped form a solid understanding of what makes a successful fly-in venue. These lessons learned include:

Airport and Aviation Partnerships

- **Proactive airport management** – While the AOPA event is ultimately our responsibility to organize and execute, there is no more vital player to the success of



the event than the airport manager and his or her team. The airport management team will invest significant time in courting healthy relationships, helping design the event layout, establishing air and ground operations plans, and assisting with city permitting and other legal matters. It is AOPA's goal to have every aspect of the event meet the airport manager's highest expectations, and we strive to have a dynamic working relationship with everyone in airport leadership.



- **Cooperative FBOs or Fuel Providers**— Where multiple FBOs and/or fuel providers exist on an airfield, it is important to have those entities work collaboratively to provide unified customer service to event attendees. This is an event to enjoy our shared loved of flying, and on-field businesses that make it a cooperative weekend find the highest return of customer satisfaction. AOPA will work carefully with FBOs to recruit talented volunteers to support them in their work, and will seek to provide balanced exposure, opportunity, and appreciation to participating FBOs or fuel providers.
- **Well-prepared Air Traffic Control** – With more than 500 aircraft converging upon the airport between Friday afternoon and Saturday morning, the challenges to accommodate all these pilots in a safe and efficient manner are obvious. AOPA will collaborate with surrounding ATC facilities and the local tower to develop NOTAMs, special flight procedures, and ground operations plans, building upon years of learning and best practices forged through AOPA's large scale events. At locations where no control tower exists, additional proactive safety or traffic control measures may be carefully explored.
- **Engaged flying associations, clubs, groups, and communities** – Local aviation organizations who come together to help make this event their own find an important opportunity to share the local flavor of their community.



The Right Location (What Else Is There To Do?)

The most effective AOPA Fly-In location will be one where there are other reasons to come to town than just the aviation event. AOPA values creating opportunities for pilots to bring their families and “make a weekend of it.” When the pilot can engage the family in positive, memory building experiences, everyone wins. The family gains new appreciation for the place of flying in mom and/or dad's lifestyle. The local community benefits from new interest in the surrounding attractions. The airport businesses benefit from ongoing interest to return to see more.



AOPA is most interested in working with local communities, CVB's, amenities, and attractions to provide additional reasons to attend, thereby increasing both the value proposition to the attendee and the value proposition to the local economy. Working together to incentivize activity and overnight stays beyond the airport event are healthy additions to the AOPA Fly-In.

Section 3 – Submittal Requirements

Copies and Format

Your proposal will be reviewed by a committee of AOPA leadership, to include two distinct operational teams: event leadership, and air operations/safety teams. To help both teams quickly review your proposal, please submit **two** printed hard copies to:

*AOPA Outreach and Events
Attn. Chris Eads
421 Aviation Way
Frederick, MD 21701*

- Additionally, please include one electronic PDF version of the proposal on data stick or disc in your mailed package. An electronic copy of the PDF may be emailed for back-up purposes only to chris.eads@aopa.org
- Please format to standard 8 ½ x 11 size. There is no page limit to your proposal.

Required Content

To provide for efficient consideration by our selection committee, please ensure that your proposal contains the following information placed in this order:

Cover / Cover Page

- Please list airport name and ICAO airport identifier in large font
- Please list email and phone contact information for all parties desiring follow-up and communication

Sections and Headings – Please provide detailed proposal information in the following order:

- **Introductory comments**
 - Why you are interested in hosting an AOPA Fly-In?
 - Who is involved from your airport and community in this proposal?
 - What leadership / governing structure will be involved in approving an AOPA Fly-In?
- **Host Airport Criteria**
 - Please provide detailed responses to each element of Section 1 of this RFP:
 - Airfield and Airspace: Minimum and Special Criteria
 - Infrastructure, Venues and Logistics
 - Community Participation
 - Financial Partnership
 - Legal, Insurance, and Use Agreements
- **Community Information**
 - Please provide detailed information on surrounding attractions and amenities, to include information on hotels interested in participating with the AOPA Fly-In
- **Maps and Diagrams** – Please provide detailed maps of the airport environment to include:
 - Areas designated for primary “show center”
 - Hangars, ramps, and other facilities available for “show center” with dimensions and square footages noted

- Aircraft parking areas with aircraft parking counts highlighted to scale (see **Appendix C**)
- Automobile parking areas with square footage noted
- **Photos** – Please provide photographs of:
 - Show center area
 - Show center hangars or other facilities – interior and exterior photos
 - Aircraft and automobile parking areas
- **Signatories** – please co-submit this proposal with the following signatories indicating commitment to your proposed solutions:
 - Airport manager
 - Senior official of airport governing authority
 - FBO owner(s)/manager(s)
 - ATC Tower manager (if applicable)
 - Any owner(s) or leaseholder(s) on whose property event elements could occur (including parking)

Deadlines

To ensure fair consideration of your proposal along with all the others we will receive, please submit your proposal no later than Tuesday, June 30, 2015. A confirmation email will be sent from AOPA to your signatories upon receipt.

Section 4 – Selection Process and Timeline

Depending on the number of responses to this Request for Proposals and the workload while also executing our 2015 events, AOPA anticipates investing 8 – 12 weeks in the selection process, with the goal of announcing our 2016 sites by the 4th Quarter of 2015. To achieve this goal, we will utilize the following process:

- **Initial receipt and review** – The AOPA Outreach and Events Team will confirm receipt of your proposal via email. Review of the proposals will be conducted by a selection committee of AOPA leadership from multiple departments.
- **Regional consideration** – We place a high value on positioning our events in varying locations so that we can maximize our exposure throughout the nation. Highest consideration will be placed on proposals from locales that help us move our events around to new locales and regions.
- **Interviews and discovery** – Phone interviews will be conducted with airport leadership of a select number of sites, not necessarily in order of priority, but rather in order of internal and regional considerations.
- **Site visits** – While we would love to make a physical visit to every airport that submits a proposal, time and resource may limit our visits to a handful of final candidates.
- **2016 selection** – 2016 sites will be selected and confirmed, with ongoing consideration placed on potential candidates for future years
- **2017-2018 potentials** – sites not selected for 2016 but that hold great promise for a potential event will be considered for placement in a “queue” of leading contenders for 2017-2018 cycles
- **Commitment** – final commitment to host an AOPA Fly-In will be confirmed by signature of a finalized Use Agreement to be determined in cooperation between AOPA and the host airport (see **Appendix D**).

Appendix:

- A - FAQ's
- B - Site Layout Examples
- C - Aircraft Parking Diagram Examples
- D - Use Agreement Drafts

Appendix A - FAQ's

Who pays for this? This is an AOPA event, and we fund the event entirely through donations and other resources internal to AOPA. We do not make a profit on these events; only about 10-15% of the event costs are underwritten through modest fees charged to exhibitors. However, as outlined in Section 1, host airports and communities that can assist with in-kind donations or other contributions make a significant difference, and will garner special attention in the proposal process.

Can we combine this event with our existing big event? Many airports express interest in combining an AOPA Fly-In with an existing airshow, airport community day, or other successful pre-existing event. We cherish the success of any aviation event, and therefore find it unwise to attempt combining our programming agenda with an existing event.

Can we combine the main stage and exhibits into one large hangar? The programs that exist on the main stage have audio components that would not mix well with the exhibitors' expectations, therefore we cannot combine these two large venues into a single large space.

What do you do for food? We cater the Friday evening BBQ social, we recruit a large group of volunteers to cook the Saturday morning pancake breakfast, and we either cater or bring in gourmet food trucks for the midday lunch. All food arrangements are made by the AOPA team.

Can the general public come? Yes, all are welcome, and the event is free to everyone who attends. We do, however, work closely with the local leadership to ensure that any public promotion sets the right expectation for the local community (i.e. this is not an airshow, etc.)

How do you market the event? We utilize a variety of marketing methods, most of which focus on our electronic media (email, website, social media, AOPA Live broadcasts) and our AOPA Pilot Magazine. Additional local marketing will be developed in cooperation with the airport leadership.

How many volunteers are needed? We typically engage between 250 and 300 volunteers to help produce the AOPA Fly-In.

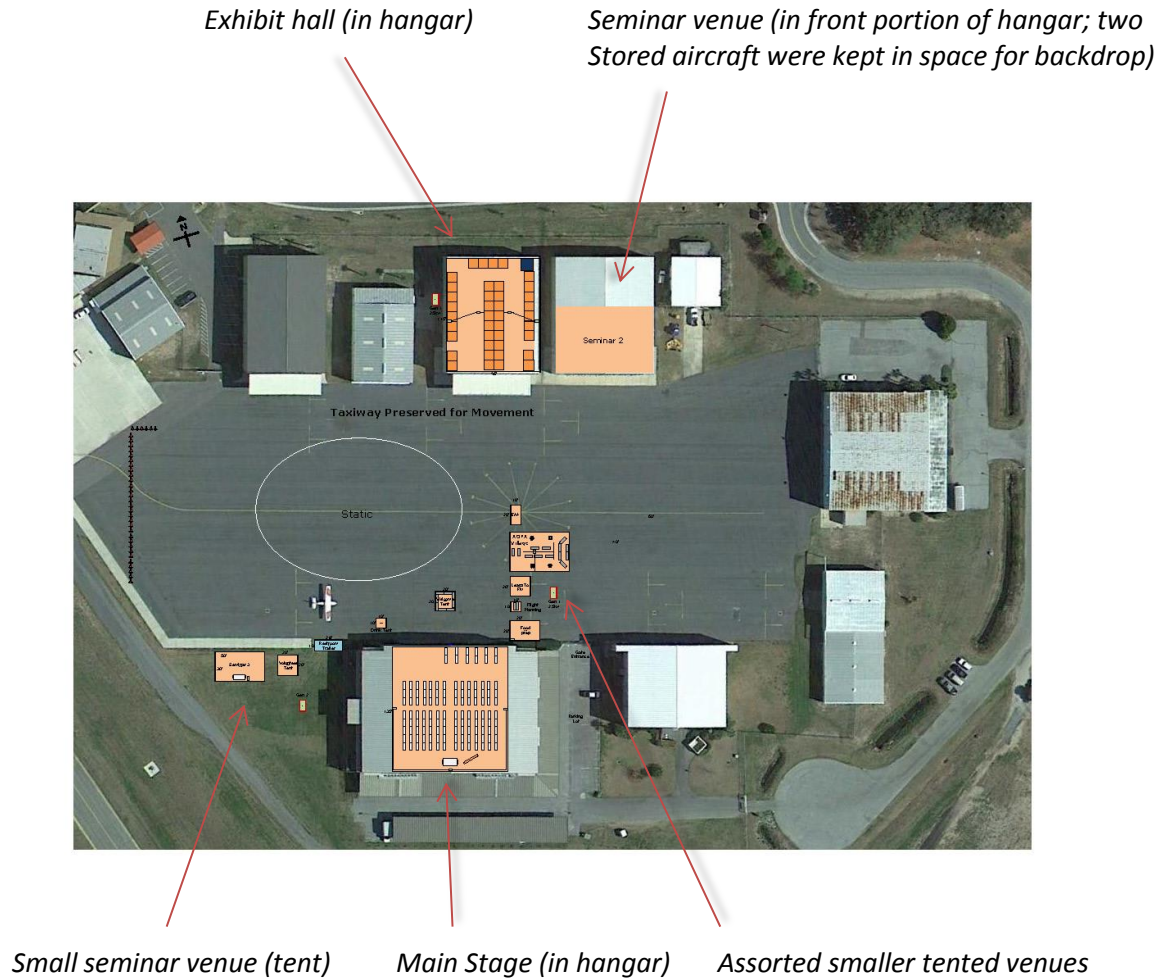
What do we have to do to help recruit volunteers? AOPA bears the burden of volunteer recruitment through an online registration system, but we do look to the local aviation community to help rally interested volunteers. Members of pilots associations, EAA, Civil Air Patrol, the 99s, or other aviation groups are essential partners with us in developing a solid volunteer core.



Appendix B – Site Layout Examples

An example of a typical “show center” layout shows the basic venues that we try to create at each event. Every airport is different, and therefore our layouts adapt event-to-event based on available space, hangar and ramp layout, operational needs of the participating hosts, etc.

From 2014, our layout for the St. Simons Island, GA (KSSI) event looked like this:



Appendix C – Aircraft Parking Diagram Examples

Successful proposals provide excellent visual maps and layouts to help us understand the dynamics of available space—especially for aircraft and automobile parking. It will be incredibly helpful if you are able to design visuals with to-scale drawings of where and how you envision aircraft being parked. Two examples of what this might look like are:



Appendix D – Use Agreement Drafts

AOPA has developed the following Use Agreement with help from a number of airports during our 2014 and 2015 show cycles. This is our preferred instrument for securing the necessary legal and insurance requirements from an airport. If your airport requires a different instrument for signature, please include that in your proposal.

AIRPORT USE AND LICENSE AGREEMENT

between

Aircraft Owners and Pilots Association

and

THIS AIRPORT USE AND LICENSE AGREEMENT, made and entered into this ___ day of _____, 2015, by _____ and _____ between _____, a _____ organized under the laws of the State of _____, hereinafter referred to as "Licensor," and Aircraft Owners and Pilots Association, a non-profit, tax-exempt corporation, organized under the laws of the State of New Jersey with its principal place of business at 421 Aviation Way, Frederick, MD 21701, hereinafter referred to as "Licensee";

WITNESSETH:

WHEREAS, the Licensor administers and operates _____ Airport, hereinafter referred to as "Airport" and Licensee desires to utilize certain portions of the Airport and its facilities in conjunction with a fly-in ("Event") to be conducted from _____ to _____, 2015; and

WHEREAS, the parties desire to enter into an Airport Use and License Agreement, hereinafter referred to as "Agreement", to provide for the terms and conditions of the use of the Airport and its facilities;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree, for themselves, their successors and assigns, as follows:

1. Premises: The Licensor does hereby grant unto the Licensee permission to utilize such portions of the Airport runways, taxiways, ramp space, improved and unimproved areas, roads, walkways and such other facilities as shall be from time to time approved by the Licensor or the Licensor's Executive Director; and Licensee shall submit, for such approval, an Airport Use Plan and Location Layout (the "Premises"). In connection therewith, Licensee shall have the right to arrange, coordinate, host, and manage the Event, including the sale of food and beverages excluding alcoholic beverages, aircraft static displays, airplane rides, and specialty novelty sales, and Licensee shall be solely responsible for arranging for and contracting with all parties invited by Licensee to participate in or provide services to the event. It is understood by both parties that in so permitting such use for purposes of conducting the Event, close contact and cooperation between Licensee and the Licensor shall be required. Licensee commits itself to make every effort to keep the Licensor apprised of developments concerning the event through its designated representative.

2. Term: The term of this Agreement shall commence as of 6:00 a.m., _____ Time, on _____, _____, 2015, and terminate at 8:00 p.m. on _____, _____, 2015. Notwithstanding the foregoing, the parties acknowledge that they shall mutually cooperate in establishment of concession stands, designated parking areas, parking and storage of aircraft and equipment so as to cause the least disruption of normal aviation and business activity at the Airport prior to, during and subsequent to the Event.

3. Rights of Ingress and Egress: Licensee shall, upon the days of the fly-in, be allowed the right to control ingress and egress for its participants, members, employees, agents, and invitees in accordance with standards for the same to be agreed upon between the Licensee and the Licensor, not to derogate against contractual rights of tenants. Licensee is

required at all times to maintain safe and complete crowd control. Licensee shall be granted access to Airport facilities on _____, 2015 for the purpose of setting-up displays or other required appurtenances without disrupting normal business activities.

4. Airport Surfaces Closure: Licensee acknowledges that only representatives of the Licensor are authorized to close or open Airport taxiways and runways and issue applicable Notices to Airmen (NOTAMs). The parties hereto agree that Airport shall remain open and there shall be no disruption to normal business activities on the Airport during the Event.

5. Rights and Privileges: While it is contemplated the Licensee shall be, and is hereby, granted the right to conduct its Event upon the Premises on the dates designated herein, said rights shall be subordinate to Federal Aviation Administration rules and regulations, regulations of the Airport, and needs of the flying public. Notwithstanding the foregoing, the parties acknowledge their mutual intent that arrangements be made satisfactory to all involved, including third parties, to the end that the general public as well as the flying public may benefit from both the contemplated event and utilization of the Airport for its normal purposes.

6. Taxes and Assessments: If Licensee is required to pay any taxes, charges, or fees with respect to its Event, together with the planning therefore, cleanup, or in any other fashion connected therewith, Licensee shall pay the same when due, and shall defend, indemnify and hold harmless the Licensor, its agents and employees from any claims, actions or expenses in conjunction therewith.

7. Maintenance, Utilities and Cleanup: Licensee shall be solely responsible for maintenance and utilities necessary or utilized in conjunction with the conduct of its Event and shall make appropriate arrangements for acquisition of those items. Licensee shall furnish appropriate personnel and equipment to clean up the Premises, the Airport areas utilized in conjunction with the Event, any areas affected thereby, and shall restore the same to the condition that prevailed immediately prior to commencement of the Event. If Licensor incurs any reasonable expenses to return the grounds and facilities to the original state that existed prior to the fly-in, Licensee agrees to reimburse Licensor for those expenses.

Licensee shall clean up the Air Operations Area of the Airport and the remainder of the Airport no later than 8:00 p.m. on _____, _____, 2015.

8. Airport Personnel: Licensee acknowledges that Airport personnel shall not be engaged in activities on behalf of the Licensee except at the direction of the appropriate staff of Licensor.

9. Rules and Regulations: Licensee agrees to observe and obey all existing Licensor, Federal, State and Local rules and regulations with respect to the use of the Airport and the conduct of Licensee's Event, including aircraft operations; and, provided further, that such rules and regulations shall not be inconsistent with the provisions of this Agreement or the procedures or orders prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of aircraft at Airport, as well as any ground activities subject to Federal Aviation Administration authority. Licensee shall ensure that vendors of food, beverages and novelties shall, at a minimum, meet all requirements of law, including those laws, ordinances and regulations with respect to public health and sanitation.

10. Security: Licensee shall provide such security on or about the Premises as shall be required by the Licensor through the Licensor's CEO or the FAA. The Licensor shall advise Licensee of such security requirements upon execution of this Agreement to allow Licensee adequate time to schedule necessary services. Licensee shall observe all rules and regulations regarding safety as shall be required by the Licensor through the Licensor's CEO or the FAA. Licensee shall be responsible for the enforcement of such rules and regulations amongst its agents, employees, volunteers, guests, and invitees. Crowd control is the responsibility of the Licensee and any unsupervised activities will not be allowed.

11. Damage or Destruction of Premises: If any Airport facilities or those of tenants of the Licensor at Airport are damaged in any fashion by Licensee's negligence or willful misconduct in its conduct of the Event, said damage shall be repaired, or the damage items replaced, with due diligence by Licensee at Licensee's own cost and expense,

except, however, to the extent caused by the negligence or willful misconduct of Licensor, its officers, directors, agents or employees.

12. Insurance:

A. Licensee shall, at its expense, maintain insurance in full force and effect for the Event during the term of this Agreement as defined in Article 2 in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of _____ and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be the standard comprehensive insurance coverage, for operations of the Licensee and shall cover bodily injury; property damage; automobile liability including owned, non- owned, leased and hired; aviation risks excluding aircraft owned or operated by Licensee; and contractual coverage. The Licensor shall be named as additional insured with respect to Licensee's use of the Premises which are subject of this Agreement. Licensee shall promptly upon execution of this Agreement, furnish to the Licensor appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than Two Million Dollars (\$2,000,000), combined single limit equal or split limits equal to and not less than Two Million Dollars (\$2,000,000), for bodily injury and property damage with respect to each occurrence.

B. Licensor shall, at its expense, maintain insurance in full force and effect during the term of this Agreement as defined in Article 2 in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of _____ and carry a Best's rating no lower than A-. The insurance policy(ies) shall cover bodily injury; property damage; premises liability, automobile including owned, non- owned, leased and hired; and hangar keepers liability. Licensor shall promptly upon execution of this Agreement, furnish to the Licensee appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than Two Million Dollars (\$2,000,000), combined single limit equal or split limits equal to and not less than Two Million Dollars (\$2,000,000), for bodily injury and property damage with respect to each occurrence.

13. Indemnification of Licensor:

A. The Licensee shall indemnify, hold harmless and defend the Licensor, its officers, directors, officials, and employees from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, or caused by, Licensee's conduct of the Event, or from any activity or other things done, permitted, or suffered by Licensee in, or about the Premises and/or Airport or other act or failure to act, excluding only claims or actions arising out of the negligence or willful misconduct of the Licensor, its officers, directors, officials, and employees, provided that the Licensor shall give the Licensee prompt and reasonable notice of any such claim or actions made or filed against it.

B. Licensee hereby agrees to release and hold harmless the Licensor, its officers, directors, officials and employees, from any damages to the Licensee caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on Airport; and the Licensee does hereby fully waive and release any right or cause of action which it may now have or which it may have in the future against the Licensor, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

C. Licensee further agrees to hold the Licensor, its officers, directors, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of Licensee's equipment excluding any claims arising out of the negligence or willful misconduct of the Licensor, its officers, directors, officials, and employees.

14. Termination by Licensor: If Licensee fails to timely and fully perform any provision of this License Agreement, the Licensor may, at its sole option, after providing Licensee notice of such deficiency and a reasonable opportunity

to cure, terminate this Agreement immediately, regardless of whether the contemplated event has commenced, is in process, or has been terminated.

15. Surrender of Possession: Within the cleanup period referred to herein, Licensee shall surrender all Airport premises, or portions thereof, utilized in conjunction with the contemplated event, and shall cease and vacate Airport premises without delay.

16. Inspection by Licensors: The Licensors, through any of its members, agents, or other Airport staff, may enter any premises, including concessionaires' premises placed or allowed to be placed on Airport premises by the Licensee in conjunction with the Event, at any time for any purpose necessary or incidental to Airport operations for assurance of proper performance of this Agreement by Licensee.

17. Prohibition Against Assignment: Parties acknowledge this Agreement is personal to Licensee, which shall have no authority to assign, sublet, delegate, or any other way alienate this Agreement or its responsibilities or its benefits hereunder.

18. Signs - Advertising: No signs or other advertising matter or devices shall be used or displayed in or about Airport premises without the prior express approval of Licensors or Airport management. Any such signs, advertising, tickets, promotional devices, or the like, shall clearly and expressly designate Licensee as the promoter of the Event, and shall in no fashion indicate, imply nor suggest that the Licensors are the sponsor of or responsible for the Event.

19. Nondiscrimination Clause: In the Event Licensee engages in service to the public in its contemplated activity conducted on or from Airport, Licensee agrees and promises to furnish such services to the public on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided, that the Licensee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers of services. Licensee further promises and agrees that it will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal law and regulations in providing such services. Licensee's breach of any promise or agreement contained in this paragraph shall constitute grounds of immediate termination of this Agreement; and, in addition thereto, the Licensors shall have the right to take such other remedial action as the United States Government may direct.

20. Non-liability of Licensors: In the event of termination of this Agreement by the Licensors pursuant to the provisions of Paragraph 14 or Paragraph 23 of this Agreement, neither the Licensors, its officers, directors, officials or employees shall be responsible for any damages, claims or actions ("Damages") either from the Licensee, its intended participants, observers, ticket holders, concessionaires, nor any other persons. Licensee agrees to hold harmless, defend and indemnify the Licensors, from such Damages provided that the Licensors give the Licensee prompt and reasonable notice of, and shall not voluntarily accept responsibility for, such Damages.

21. Relationship of the Licensors and Licensee: Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Licensee and the Licensors shall be deemed to create any relationship other than that of Licensee and the Licensors.

22. Notices and Contacts: All notices and demands required herein shall be deemed to be properly served if hand delivered, or if sent by certified or registered mail, to the last address previously furnished by the parties hereto. Unless changed by the parties, in writing, notices shall be sent to the following addresses:

(LICENSORS)

Aircraft Owners and Pilots Association
Chris Eads, Director –Outreach & Events
421 Aviation Way
Frederick, Maryland 21701

_____, ____

Telephone contacts for the Event shall be as follows:

LICENSOR-

- FAA coordination: _____, (office) (____) ____-____, (cell) (____) ____-____
- Airport operations: _____, (office) (____) ____-____, (cell) (____) ____-____
- For airport facilities and maintenance issues: _____, (office) (____) ____-____, (cell) (____) ____-____

LICENSEE:

- Event coordination: Chris Eads, Director of Outreach and Events, (301) 695-2183(office); (703) 999-4845 (cell)
- FAA coordination/airside operations, Toni Mensching, (office) (301) 695-2149, (cell) (662) 402-0713

(FBO):

- _____, (office) (____) ____-____, (cell) (____) ____-____

23. Force Majeure. Neither party shall be responsible or liable for, or deemed in default for, any delay or failure of performance due to causes beyond its control, including but not limited to accidents, acts of God, labor disputes, acts of a government agency, interruptions or delays in transportation, fuel supplies or electrical power.

24. Integration, Venue and Attorney Fees: This Agreement contains the entire understanding of the parties. Any attempted modification or addition hereof shall be enforceable only if in writing and signed by the party to be charged. This Agreement shall be governed by the laws of the State of _____. In the event of litigation to enforce the rights and obligations hereunder, venue shall lie in _____ County, _____; and the prevailing party shall be entitled to its reasonable attorney fees in addition to court costs.

IN WITNESS HEREOF, the parties have fixed their signatures hereto the day and year first above written.

AIRCRAFT OWNERS AND PILOTS ASSOCIATION

Erica J. Saccoia
Title: Senior VP, Finance and Accounting

(LICENSOR)

By: _____
