EXHIBITOR AGREEMENT FOR 2020 AOPA FLY-IN EVENTS SPONSORS
Terms and Conditions

BY BEING DESIGNATED AS, OR PARTICIPATING AS AN "EXHIBITOR" AT A 2020 AOPA FLY-IN (THE "FLY-IN" OR "EVENT"), EXHIBITOR (FOR ITSELF, ITS EMPLOYEES, OFFICERS, AGENTS, AND CONTRACTORS, COLLECTIVELY HEREINAFTER REFERRED AS "THE EXHIBITOR") AGREES AS FOLLOWS:

1. Exhibition Space: AOPA agrees to provide to Exhibitor a limited license to use an "exhibition space" and act as an exhibitor at the Fly-In as selected by the Exhibitor for the limited time period listed above. Although Exhibition spaces may have been assigned, they shall not be guaranteed or reserved until full payment of any applicable Exhibitor Fees. Final booth placement shall be subject to AOPA's sole discretion.

2. General Guidelines/Rules of Conduct:
   a. AOPA reserves the right to terminate this agreement and any license granted to Exhibitor to use or act as an Exhibitor at the Event without refund upon the occurrence of any Exhibitor non-compliance or violation of any provision stated within this Agreement.
   b. All Exhibitors must abide by all the rules and requests of AOPA and its staff concerning the AOPA Fly-In Event, its facilities, equipment, event attendees, and property (including Airport property) (collectively, "Fly-In Event property"), which may be issued orally.
   c. No Exhibitor may engage in behavior injurious to reputation, safety, or enjoyment of AOPA, other Exhibitors, or any AOPA Fly-In Event attendee.
   d. Compliance with Laws: Exhibitor agrees to comply with all applicable federal, state and local laws, rules and regulations, including health and safety codes and, related to its use of the AOPA Fly-In event property.

3. Term: Term of this Agreement shall commence upon the date of online registration by Exhibitor ("Effective Date"), and shall continue until the conclusion of the Event and completion of any outstanding payment obligations by Exhibitor.

4. Payment of Exhibitor Fees.
   a. If Exhibitor Fees as described during the online registration process have not been paid at time of Order placement by Exhibitor, AOPA shall invoice Exhibitor for any Exhibitor Fees due.
   b. Exhibitor Fees are payable upon registration and in no case later than ten (10) business days after AOPA's invoice to Exhibitor.
   c. Exhibitor Fees not paid in full and still outstanding ten (10) days after invoice date shall be cause for AOPA to immediately terminate this Agreement and to offer such exhibition space to another 3rd party.

5. Cancellations by Exhibitor.
   a. All Exhibitor cancellations requests must be made in writing for any applicable refund to be

processed.

b. Exhibit Hall Booth Spaces: A 25% cancellation fee will be charged for cancellations received thirty (30) days or more prior to the Event. No refund will be provided for cancellations received within thirty (30) days of the Event unless the cancelled booth space is resold. If resold, a 25% cancellation fee and the difference between the original sale price and resold sale price will be charged.

c. Aircraft Displays and Mobile Sales Units: A 25% cancellation fee will be charged for cancellations received thirty (30) days or more prior to the respective AOPA Fly-In Event. No refunds will be provided for cancellations received within 30 days, unless the cancellation is a safety of flight issue or due to an airspace restriction, in which case either a 25% cancellation fee will be charged or the fees to exhibit can be applied to a future 2020 AOPA Fly-In.

6. Termination by AOPA. Without limiting any other remedies available to it, AOPA may immediately suspend Exhibitor's access to the Event or Airport Property and/or terminate this Agreement immediately upon any (i) unauthorized or illegal use by Exhibitor; (ii) Exhibitor non-compliance with AOPA instructions or with any term/provision of this Agreement, or (iii) non-payment of applicable Exhibitor Fees. Upon the termination of this Agreement by AOPA, any rights and/or licenses granted to Exhibitor hereunder will automatically terminate, and Exhibitor may not continue to use the AOPA Fly-In Event property. AOPA will have no liability to Exhibitor for any costs, losses, damages, or liabilities arising out of or related to AOPA's termination of this Agreement.

7. Media Release. Exhibitor hereby grants all rights, titles and interests to AOPA for any photographic images, or audio/video captured by AOPA (or its authorized agents) during the Event. Exhibitor hereby grants to AOPA a worldwide, non-exclusive, perpetual license in: any and all photographic images and/or video or audio recordings that may capture Exhibitor's face(s), sound or likeness by AOPA (or its authorized contractors) during the Exhibitor's engagement with the Event. AOPA may use these recordings in media channels, marketing activities or otherwise in the discretion of AOPA.

8. Limitation of Liability.

a. AOPA shall not be responsible for Exhibitor personal or business property.

b. Assumption of Risk of Personal Injury and/or Death**.** Exhibitor understands that the activities related to participating within or for the Event may include activities that may be hazardous to the Exhibitor and its agents. Exhibitor hereby expressly and specifically assumes the risk of injury or harm that may arise from its participation at the Event and releases AOPA from all liability for injury, illness, death, or property damage resulting from participation in any way within the Event. Each Exhibitor is expected and required to obtain his or her own medical or health insurance coverage.

c. Release Waiver, and Covenant not to Sue. Exhibitor does hereby release and forever discharge, covenants not to sue, and holds AOPA harmless (including its employees, officers, affiliated companies, and authorized agents/contractors) from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Exhibitor's activities related to the Event except to the extent such liability or claim shall have been caused by the negligence or willful misconduct of AOPA. AOPA HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR

USAGE OF TRADE AND IN NO EVENT SHALL AOPA'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM EXHIBITOR. IN NO EVENT SHALL AOPA, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND/OR CONTRACTOR'S BE LIABLE TO EXHIBITOR FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY INFORMATION OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE.

9. Indemnity. Exhibitor will indemnify, defend, and hold AOPA (and its employees, directors, officers, agents, and contractors) and each of the parties identified in Paragraph 10(f) below harmless from and against any and all loss, damage, costs, liabilities or claims (including 3rd party claims and including property damage, injury, or death and reasonable attorneys' fees) directly arising out of or related to Exhibitor's activities, or use of the AOPA exhibition space (or Airport Property) including but not limited to Exhibitor's negligence, gross negligence, intentional misconduct, and/or criminal activities.

10. Insurance. Exhibitor shall satisfy the following insurance requirements throughout the entire Event:
    a. Exhibitor agrees to maintain Commercial General Liability Insurance, including at least but not necessarily limited to: bodily injury, property damage, (aircraft liability, when applicable), independent/sub-contractors, completed operations, contractual liability, and personal injury liability, with a combined single limit of at least $1,000,000 each occurrence, and including a waiver of subrogation in favor of AOPA and naming AOPA and the appropriate local entities at the event (as identified by AOPA in 10(f) below) as additional insured. Exhibitor shall present a valid Certificate of Insurance to AOPA prior to the Event Date.
    b. Exception for Static Aircraft Displays. In the event Exhibitor is only displaying an aircraft owned by Exhibitor at an AOPA Fly-In Event, Exhibitor may satisfy the insurance requirements set forth in Paragraph 10(a) by maintaining a Pleasure and Business aircraft insurance policy with: (i) hull coverage in the estimated value of the aircraft; (ii) BI/PD liability limits of at least $1,000,000 each occurrence and sub-limits, if any, of no less than $100,000 per passenger; (iii) AOPA and the appropriate local entities at the event (as identified by AOPA in 10(f) below) named as additional insureds; and (iv) a waiver of subrogation in favor of those additional insureds. Exhibitor shall present a valid Certificate of Insurance to AOPA prior to the Event Date.
    c. Automobile Displays. In addition to any insurance requirements herein, in the event Exhibitor is displaying one or more automobiles owned by the Exhibitor at an AOPA Fly-In Event, Exhibitor shall provide Property or Auto Exhibition coverage with a limit in excess of that of the displayed automobiles at the Event. All automobiles on display must be insured by Exhibitor in event of a loss during the Event. The insurance shall name as additional insureds, those listed in Paragraph 10(f) below and include a waiver of subrogation in favor of those additional insureds. Exhibitor shall present a valid Certificate of Insurance to AOPA prior to the Event.
    d. No Waiver. Exhibitor's failure to obtain, and/or AOPA's failure to request, or receive

such Certificate of Insurance from Exhibitor shall not waive or otherwise relieve Exhibitor from its obligations otherwise stated within this Section or listed elsewhere in this Agreement.

e. Additional Insurance Requirements. The minimum insurance coverages required herein are subject to increases at AOPA's sole discretion.

f. Additionally Insured Requirements. On any insurance policy Exhibitor is required to provide pursuant to this Agreement, the following local entities shall be named as additionally insured:

For San Marcos, TX 2020 Fly-In

Aircraft Owners and Pilots Association 421 Aviation Way Frederick, MD 21701	City of San Marcos 630 E. Hopkins Street San Marcos, TX 78666	San Marcos Regional Airport 1807 Airport Drive Suite 200 San Marcos, TX 78666	Texas Aviation Partners 4400 HWY 21 Suite 200 San Marcos, TX 78666
Go Wheels Up! Texas, LLC 18875 Rabon Chapel Rd. Montgomery, TX 77316	Vast Concerts & Events, LLC 18875 Rabon Chapel Rd. Montgomery, TX 77316		

For Rochester, NY 2020 Fly-In

Aircraft Owners and Pilots Association 421 Aviation Way Frederick, MD 21701	County of Monroe County Office Bldg Rochester, NY 14614	Greater Rochester International Airport 1200 Brooks Ave Rochester, NY 14624	US Airports 1295 Scottsville Rd Rochester, NY 14624
			AVFlight 1205 Scottsville Rd Rochester, NY 14624

For Casper, WY 2020 Fly-In

Aircraft Owners and Pilots Association 421 Aviation Way Frederick, MD 21701	Casper/Natrona County International Airport 8500 Airport Parkway Suite 208 Casper, WY 82604	Natrona County 8500 Airport Parkway Suite 208 Casper, WY 82604	Atlantic Aviation 7956 Fuller St. Casper, WY 82604

11. Miscellaneous.

a. Assignment. Exhibitor may not assign, transfer, or delegate this Agreement, in whole or in part, without prior written consent of AOPA.

b. Relationship of the Parties. No agency, partnership, association, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement and the Parties shall at all times be considered independent companies/contractors to one another.

c. Governing Law, Forum, and Attorney's Fees. This Agreement shall be governed by and

construed in accordance with the laws of the State of Maryland and shall be subject to the jurisdiction and forum of the same. The parties hereby consent to personal jurisdiction and venue in the State of Maryland waiving both Parties' rights to objection for inconvenient forum. Should AOPA be required to seek the services of an attorney to enforce its rights under this Agreement, upon AOPA's prevail it shall be entitled to recover reasonable attorney fees, legal costs, and other collection fees and costs incurred it in connection with such action.

d. Force Majeure. AOPA shall not be responsible or liable for, or deemed in default for, any delay or failure of performance, including but not limited to accidents, medical outbreaks and/or pandemics, acts of God, labor disputes, actions of any government or regulatory agency, interruptions or delays in transportation, fuel supplies or electrical power, or any reason which is due to causes beyond its AOPA reasonable control.
e. Severability and Waiver. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The waiver, modification, or failure to insist by AOPA of any conditions or terms of this Agreement shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of AOPA's right to future performance of any such term or terms.
f. Complete Agreement. This Agreement, along with any and all other terms and conditions as referenced throughout the Event application process constitutes the complete and exclusive understanding and agreement between the Parties regarding Exhibitor's access and use of the exhibition space and shall supersede all prior or contemporaneous agreements or understandings, written or oral, relating to this subject matter. AOPA may modify the terms of this Agreement at any time and without notice to Exhibitor. The person accepting this Agreement warrants and represents to AOPA that he/she has the authority to bind the corporate entity applying as an Exhibitor.

[End of Exhibitor Agreement]