



Terms and Conditions for the Sponsors and Exhibitors of the Aircraft Owners and Pilots Association 2024 General Aviation Events.

THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) WILL APPLY TO ALL EXHIBITORS AND SPONSORS WHO REGISTER WITH THE AIRCRAFT OWNERS AND PILOTS ASSOCIATION (“AOPA”) AND AGREE TO THESE TERMS, FOR AOPA’S 2024 GENERAL AVIATION EVENTS (“EVENT”). BY BEING DESIGNATED OR PARTICIPATING AS AN “EXHIBITOR” AND/OR A “SPONSOR” (“EXHIBITOR/SPONSOR”) AT AN EVENT, EXHIBITOR/SPONSOR (FOR ITSELF, ITS EMPLOYEES, OFFICERS, AGENTS, AND CONTRACTORS) AGREES AS FOLLOWS:

1. Exhibition Space: If AOPA agrees to provide, or if an Exhibitor/Sponsor purchases, an exhibition space from AOPA, AOPA hereby grants to the Exhibitor/Sponsor a limited license to use an exhibition space and act as an exhibitor or sponsor (as agreed upon between the parties) at the selected Event. Although Exhibition spaces may be assigned, the spaces shall not be guaranteed or reserved until full payment of any applicable 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/Sponsor to use an exhibition space or act as an exhibitor or sponsor at an Event without refund upon the occurrence of Exhibitor’s/Sponsor’s non-compliance or violation of any provision stated within these Terms and Conditions.
 - b. All Exhibitors/Sponsors must abide by all the rules and requests of AOPA and its staff concerning the Event, its facilities, equipment, event attendees, and property (including Airport property) (collectively, “Event Property”), which may, without limitation, be issued orally.
 - c. No Exhibitor/Sponsor may engage in behavior injurious to reputation, safety, or enjoyment of AOPA, other Exhibitors/Sponsors, or any Event attendee.
 - d. Compliance with Laws. Exhibitor/Sponsor agrees to comply with all applicable federal, state, and local laws, rules and regulations, and health and safety codes related to its use of the Event Property.
 - e. Exhibitors/Sponsors are expected to ensure their exhibition booths, displays, materials, staffing, and all other items and activities related to their participation in AOPA events are accessible and welcoming to all attendees regardless of race, ethnicity, gender, age, sexual orientation, disability status, or other protected characteristics.
 - f. AOPA, in its sole discretion, may review Exhibitor/Sponsor’s booth or display and remove any materials or images that AOPA finds offensive, objectional, or otherwise

damaging to AOPA and its reputation. Any booths or displays must still comply with all other terms and conditions related to use of event facilities, safety regulations, etc.

- g. Exhibitors/Sponsors may only use AOPA trademarks, logos, event names/logos, and other branded materials in connection with their participation in the specific AOPA event. Any other use requires separate written approval from AOPA. Violation of AOPA intellectual property may result in termination of Exhibitor/Sponsor privileges for current and future AOPA events.
- 3. Term: These Terms and Conditions will begin on the date of registration by Exhibitor/Sponsor for an Event (“Effective Date”) and continue until the conclusion of: (1) the last Event at which Exhibitor/Sponsor is an exhibitor or sponsor; and (2) the completion of any outstanding payment obligations by Exhibitor/Sponsor.
- 4. Payment of Exhibitor/Sponsor Fees.
 - a. If Exhibitor/Sponsor have not been paid the fees at time of registration by Exhibitor/Sponsor as described during the registration process and/or the agreement, AOPA will invoice Exhibitor/Sponsor for any fees due.
 - b. Exhibitor/Sponsor Fees are payable upon registration and in no case later than ten (10) business days after AOPA’s invoice to Exhibitor/Sponsor.
 - c. Exhibitor/Sponsor 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 third party.
- 5. Cancellations by Exhibitor/Sponsor.
 - a. All Exhibitor/Sponsor cancellation requests must be made in writing for any applicable refund (if any) to be processed.
 - b. 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 by AOPA 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 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, at AOPA’s discretion, either a 25% cancellation fee will be charged or the fees to exhibit can be applied to a future 2024 or 2024 Event.
- 6. Termination by AOPA. Without limiting any other remedies available to it, AOPA may immediately suspend Exhibitor’s/Sponsor’s access to the Event or Airport Property or terminate the Agreement immediately upon: (i) any unauthorized or illegal use of the Airport Property by Exhibitor/Sponsor; (ii) Exhibitor/Sponsor non-compliance with AOPA instructions or with any term/provision of the Agreement; or (iii) non-payment of applicable Exhibitor/Sponsor Fees. Upon the termination of the Agreement by AOPA, any rights or licenses granted to Exhibitor/Sponsor will automatically terminate, and Exhibitor/Sponsor may not continue to use the Event property. AOPA will have no liability to Exhibitor/Sponsor for any costs, losses, damages, or liabilities arising out of or related to

AOPA's termination of the Agreement pursuant to this paragraph.

7. Cancellation or Rescheduling of Event.

- a. Rescheduling of the Event(s). The Parties understand, acknowledge, and agree that due to factors beyond the control of either Party, such as, without limitation, weather, COVID-19 related government (federal, state, and/or local) restrictions, rules, regulations, etc., and/or environmental factors, AOPA may need to reschedule or cancel the Event(s) up to twenty-four (24) hours before the Event. If such rescheduling of an Event shall be required:
 - i. Aviator Showcase Events. If AOPA reschedules an Aviator Showcase Event, AOPA shall make reasonable efforts to reschedule such Aviator Showcase Event within four (4) to six (6) months of the originally scheduled Aviator Showcase Event date. If AOPA is unable to reschedule the Aviator Showcase Event within six (6) months of the originally scheduled Aviator Showcase Event date, AOPA will cancel the Aviator Showcase Event and refund to Exhibitor/Sponsor all Exhibitor/Sponsor fees paid.
 - ii. Fly-in Events. If AOPA reschedules a Fly-in Event, AOPA shall make reasonable efforts to reschedule such Fly-in Event within four (4) to six (6) months of the originally scheduled Fly-in Event date. If AOPA is unable to reschedule the Fly-in Event within six (6) months of the originally scheduled Fly-in Event date, AOPA will cancel the Fly-in Event and refund to Exhibitor/Sponsor all Exhibitor/Sponsor fees paid.
- b. Cancellation of the Event(s). If AOPA cancels an Aviator Showcase Event or Fly-in Event, AOPA shall refund to Exhibitor/Sponsor all Exhibitor/Sponsor fees paid.
- c. Except to the extent as stated in these Terms and Conditions, the Parties agree that AOPA shall not be liable to Exhibitor/Sponsor for any costs or damages whatsoever which may be incurred by Exhibitor/Sponsor due to AOPA's rescheduling or cancellation of an Event, or any portion thereof.

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

9. 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/Sponsor understands that the activities related to participating within or for the Event may include activities that may be hazardous to the Exhibitor/Sponsor and its agents. Exhibitor/Sponsor 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/Sponsor is expected and required to

obtain its own medical or health insurance coverage.

- c. Release Waiver, and Covenant not to Sue. Exhibitor/Sponsor 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 any kind or nature, either in law or in equity, which arise or may hereafter arise from Exhibitor's/Sponsor'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/SPONSOR. IN NO EVENT SHALL AOPA, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND/OR CONTRACTOR'S BE LIABLE TO EXHIBITOR/SPONSOR 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 EVENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE ANY SERVICES, OR FOR ANY INFORMATION OBTAINED FROM OR THROUGH THE EVENT, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE.
10. Indemnity. Exhibitor/Sponsor will indemnify, defend, and hold AOPA (and its employees, directors, officers, agents, and contractors) and each of the parties for which it is required to name as an additional insured pursuant to Section 11, Insurance, below, harmless from and against any and all loss, damage, costs, liabilities or claims, including third party claims and including property damage, injury, or death and reasonable attorneys' fees, directly arising out of or related to Exhibitor/Sponsor's activities, or use of the AOPA exhibition space (or Airport Property), including but not limited to Exhibitor/Sponsor's negligence, gross negligence, intentional misconduct, or criminal activities.
11. Insurance. Exhibitor/Sponsor shall satisfy the following insurance requirements throughout the entire Event:
- a. Exhibitor/Sponsor 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) as additional insured. Exhibitor/Sponsor shall present a valid Certificate of Insurance to AOPA prior to the Event Date.
 - b. Exception for Static Aircraft Displays. In the event an Exhibitor/Sponsor is only

displaying an aircraft owned by the Exhibitor/Sponsor at an AOPA 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) named as additional insureds; and (iv.) a waiver of subrogation in favor of those additional insureds. Exhibitor/Sponsor 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/Sponsor is displaying one or more automobiles owned by the Exhibitor/Sponsor at an AOPA Event, Exhibitor/Sponsor shall provide Property or Auto Exhibition coverage with a limit more than that of the displayed automobiles at the Event. All automobiles on display must be insured by Exhibitor/Sponsor in event of a loss during the Event. The insurance shall name as additional insureds, those entities required by AOPA, and include a waiver of subrogation in favor of those additional insureds. Exhibitor/Sponsor shall present a valid Certificate of Insurance to AOPA prior to the Event.
- d. No Waiver. Exhibitor/Sponsor's failure to obtain, 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. On any insurance policy Exhibitor/Sponsor is required to provide pursuant to this Agreement, Exhibitor/Sponsor shall also name as an additionally insured party, those entities listed by AOPA applicable to the Event which you are attending.

12. Miscellaneous.

- a. Assignment. Exhibitor/Sponsor may not assign, transfer, or delegate its rights or interests in this Agreement, in whole or in part, without prior written consent of AOPA.
- b. Relationship of the Parties. No agency, partnership, association, joint venture, employer- employee, or franchiser-franchisee relationship is intended or created by this Agreement, and the Parties will always 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, liable, or deemed in default for any

delay or failure of performance due to but not limited to accidents, acts of God, labor disputes, pandemics, epidemics, 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. The Agreement, along with these Terms and Conditions, including terms and conditions as referenced throughout the Event application and/or registration process and as posted at the Event, constitutes the complete and exclusive understanding and agreement between the Parties regarding Exhibitor/Sponsor's access to the Event or use of the exhibition space and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to this subject matter. The person accepting this Agreement warrants and represents to AOPA that they have the authority to bind the corporate entity applying as an Exhibitor/Sponsor.

**[End of Terms and
Conditions]**