



RULES AND REGULATIONS FOR EXHIBITORS & VENDORS

September 9-10, 2023

DEFINITIONS: The Commemorative Air Force and its directors, officers, employees, staff, contractors, consultants, agents, and advisors and the “CAF High Sky Wing AIRSHO” event (hereafter “CAF HSW AIRSHO”). Vendors, exhibitors, and applicants to this form (hereafter “Exhibitor”). The CAF HSW AIRSHO show site at Commemorative Air Force located at 9600 Wright Drive, Midland, TX (hereafter “Site”). EXHIBITOR AUTHORIZED SITE REPRESENTATIVE: Exhibitor, at all times during CAF HSW AIRSHO shall have a designated representative available to CAF HSW AIRSHO staff for the purpose of making all decisions necessary on behalf of Exhibitor at or during the CAF HSW AIRSHO. Exhibitor’s Authorized Site Representative shall have all authority to represent and/or commit Exhibitor at or during the CAF HSW AIRSHO and CAF HSW AIRSHO may rely without reservation upon all such representations and/or commitments.

SET UP AND INSTALLATION OF EXHIBITS: Site will be open for Set-up and Installation on Friday, September 8 from 1:00pm – 6:00pm. All set-ups must be completed by 6:00pm Friday, September 8. Vehicle access to exhibit space is only permitted during this time.

AIRSHO HOURS OF OPERATION: Shall be Saturday, September 9 and Sunday, September 10, from 9:00am – 4:00pm for Exhibitors.

FEES: Exhibit space fee includes space and applicable credentials.

RESERVING SPACE: CAF HSW AIRSHO reserves the right to relocate displays at any time, either before or during the CAF HSW AIRSHO. A **20% deposit** will be due with reservation for outdoor space. Full payment, with all forms, will be due on or before **August 25, 2023. MAKE CHECKS PAYABLE TO CAF HSW AIRSHO.**

CLEANING AND EARLY BREAKDOWN: All common access areas will be maintained by CAF HSW AIRSHO. All Exhibitors are required to clean their booths at the close of each day. Breakdown and departure are not permitted before 4:00pm on Sunday, September 10, 2023, unless inclement weather requires an early breakdown and departure, and you will be advised. Vehicle access is permitted at 4:00pm on breakdown day. Any exhibitor leaving bulk material, garbage, mulch, or debris of any kind will have an after-show charge of \$250.00.

NO SHIPMENTS TO CAF HSW AIRSHO SITE.

PERMITTED DISPLAYS: The use of sound devices, disturbing to adjacent Exhibitors, megaphones, loudspeakers, side-show tactics and other undignified methods of attracting attention are prohibited. The use of sound films or narrated slides is acceptable when operated at conversational level.

VEHICLE ACCESS: During CAF HSW AIRSHO, vehicle access is permitted from 7:30am until 9:00am and after show closes only. Vehicles will not be allowed to remain on or at exhibit space during the day. Any vehicle outside designated parking area will be towed at owner's expense.

VEHICLE PARKING: Exhibitors will be issued two (2) vehicle passes per exhibit space. A designated area will be provided for such Exhibitor parking. All additional vehicles shall be parked in the general admission parking areas. All trucks and trailers must park in the areas designated by CAF HSW AIRSHO. Vehicles improperly parked will be towed at owner's expense.

PETS: Animals of any kind are not permitted in the Exhibit Areas unless they are an approved service animal.

CERTAIN VEHICLES PROHIBITED: *The use of all-terrain vehicles (ATVs), non-CAF HSW AIRSHO golf carts, mini-bikes, roller blades, scooters, bicycles, and skateboards by Exhibitors is strictly prohibited.*

HANDICAPPED PARKING: Handicapped parking will be provided at the Site. Please contact CAF HSW AIRSHO staff for details.

NATURE OF EXHIBITS: Only those products documented on this Application/Contract as approved by CAF HSW AIRSHO shall be allowed to be sold or shown at Exhibitor's exhibit space. Food, drinks, coin-operated games, raffles, film, solicitations, charitable or otherwise, or sales of credit cards or phone cards, or items bearing off-color material, in the sole and absolute determination of CAF HSW AIRSHO staff, shall not be allowed.

LOGO USE: Any item depicting CAF HSW AIRSHO, Commemorative Air Force, American Airpower Heritage Museum, Ghost Squadron, or Confederate Air Force name or trademark logos or any part thereof without permission is prohibited and shall be confiscated by CAF HSW AIRSHO staff.

UTILITY SERVICE: Utility service is available by reservation only and with limited availability in the Hangar only.

SUBLETTING OF SPACE: Exhibitors shall sublet exhibit space in whole, ONLY with approval of CAF HSW AIRSHO Committee. In a sublease, the sublessee agrees to the terms and conditions in the primary lease.

SOLICITATION OF BUSINESS—RESTRICTIONS: Solicitation will be confined to the Exhibit Area and to those persons or firms who are bona fide Exhibitors by virtue of paying for exhibit space and being party to this Application/Contract. Exhibitor shall not conduct business outside Exhibitor's assigned exhibit space without permission.

CAMPING: Camping by exhibitors shall be permitted in the general admission parking areas only. No hookups are available.

SECURITY: The CAF AIRSHO 2023 staff will lock the indoor exhibit area during closed hours. The outdoor exhibits will need to close the flaps on their tents or otherwise secure their exhibit during closed hours. IT IS THE EXHIBITOR'S RESPONSIBILITY TO PROVIDE THIS PROTECTION DURING SHOW HOURS. In no event does CAF AIRSHO 2023 assume liability for loss or damage by any cause.

INSURANCE, LIABILITY, INDEMNITY RELEASE AND HOLD HARMLESS: CAF HSW AIRSHO, The Commemorative Air Force, and its directors, officers, employees, staff, contractors, consultants, agents and advisors shall not be liable or responsible for any liability, loss, damage, or personal injury, including death, which may occur to the Exhibitor, to the Exhibitor's officers, directors, managers, partners, agents, representatives, contractors, employees, customers, providers, suppliers, or guests, or to the Exhibitor's property from any cause whatsoever at any time. The Exhibitor hereby expressly releases CAF HSW AIRSHO, The Commemorative Air Force and their respective directors, officers, employees, staff, contractors, consultants, agents and advisors

from and agrees to indemnify and hold CAF HSW AIRSHO, The Commemorative Air Force and their respective directors, officers, employees, staff, contractors, consultants, agents and advisors, harmless from and against any and all claims for any such claims, liability, loss, damage, or personal injury, including death. Without limiting the foregoing, CAF HSW AIRSHO, The Commemorative Air Force and their respective directors, officers, employees, staff, contractors, consultants, agents and advisors, shall not be responsible for the loss of any exhibit or part thereof because of fire or lightning, wind storm or hail, smoke, explosion, riot or civil commotion, vandalism or malicious mischief, burglary, robbery, hold-up, water damage, strike, or any accident involving damage to property or goods in transit, or for any personal injury, including death, that may occur to the Exhibitor, to the Exhibitor's agents, representatives, servants, employees, customers, providers, suppliers, or guests, or to the Exhibitor's property from any cause whatsoever at any time for any exposure to any claims, liability, loss, damage, or personal injury including death. CAF HSW AIRSHO requires that the Exhibitor obtain, at its expense, general liability insurance and such other insurance as may be required by CAF HSW AIRSHO, prior to the AIRSHO 2023 to insure the Exhibitor and to name CAF HSW AIRSHO, the Commemorative Air Force and their respective directors, officers, employees, staff, contractors, consultants, agents and advisors as an additional insured against any claims, liability, loss, damage, or personal injury, including death, whether during transit or while at or during the CAF HSW AIRSHO.

LIABILITY INSURANCE: Each Exhibitor shall provide, **on or before August 25, 2023**, to CAF HSW AIRSHO, current Certificates of Insurance coverage then in full force and effective September 8 thru 10 as follows: (1) general liability insurance coverage in a minimum amount of \$1,000,000 per event, which may be provided by umbrella coverage as well as individual policy coverage for general or specific events and (2) workers or employee compensation insurance policies which shall include coverage on and to the Exhibitor's property and on and to the Exhibitor's employees, agents, representatives, servants, providers, and suppliers while such property and such employees, agents, representatives, servants, providers, and suppliers are at, on, in, entering, or leaving the Exhibitor's exhibit area.

This is what should be on the insurance: for additional insured:

THE COMMEMORATIVE AIR FORCE, INC., Officers, Directors, Members, employees, and Agents

THE AMERICAN AIR POWER HERITAGE FLYING MUSEUM, INC.

THE AMERICAN AIR POWER HERITAGE MUSEUM, INC.

THE AMERICAN AIR POWER HERITAGE FOUNDATION, INC.

P.O. BOX 764769

Dallas, Texas 75376

LICENSES AND PERMITS: Exhibitor shall timely obtain all applicable government federal, state, and local permits, licenses and authorizations, and register to do business at the Site as required by law, and timely file all tax and other reports and returns required by any such government.

SALES TAX: Exhibitor shall timely collect and remit all Texas state and local sales and use taxes imposed on the sale of products or services by Exhibitor at the Site as required by law.

SAFETY: No smoking, explosives, flammable, or other dangerous items will be allowed in the Exhibit Areas. Decorations must be flame resistant.

GOVERNING LAW: This Application/Contract shall be governed by and construed in accordance with the laws of the State of Texas, without respect to principles of choice or conflicts of law.

ATTORNEYS' FEES, VENUE, AND WAIVER OF TRIAL BY JURY: In any action brought to enforce or to interpret this Application/Contract, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees including, without limitation, attorneys' fees incurred in connection with any appeal or certiorari proceeding, and the sole and exclusive venue of any such action shall be in the appropriate state or federal court having subject matter jurisdiction in and for Midland County, Texas. CAF HSW AIRSHO and Exhibitor renounce and waive any right to have any such controversy litigated, arbitrated, mediated or resolved by any other legal or quasi-legal proceeding in any other place whether pursuant to the doctrine of forum non convenienc or otherwise. CAF HSW AIRSHO and Exhibitor renounce and waive any right whatsoever to a trial by jury. For the purposes of this Application/Contract any action brought to enforce or to interpret this Application/Contract shall be construed to mean litigation, arbitration, mediation, and any other legal or quasilegal proceeding.

MODIFICATION, REVISION, OR AMENDMENT: This Application/Contract shall not be modified, revised, or amended except by an instrument in writing agreed to and signed by both CAF HSW AIRSHO and the Exhibitor.

INVALID OR VOID PROVISION: If any part of this Application/Contract shall prove to be invalid or void, it shall in no manner affect or impair any of the remaining provisions of this Application/Contract which can be given effect without the invalid or void part.

PLEASE KEEP A COPY OF THE EXHIBITOR RULES & REGULATIONS.

If you have questions, contact Gena Linebarger 432-528-0997 cell or gena@highskywing.org

P.O. Box 61064, Midland, TX 79711 www.AIRSHO.org