



ACE MAKER AVIATION

2023 2 Ship Demonstration Agreement

Ace Maker Aviation LLC - DBA "Ace Maker Airshows" hereinafter referred to as Ace Maker Airshows agrees to perform on behalf of Airshow Network hereinafter referred to as THE EVENT) as follows:

Name of Event:

Date:

Location:

Performance: 2 Ship Formation Aerobatic Demo(s) in the T-33 Shooting Stars, 15-minute duration with smoke.

1. COMPENSATION: in consideration for the above flights, THE EVENT agrees to compensate the "Ace Maker" Airshows as follows:

"Ace Maker" Performance Fee	\$15,000
Deposit Due	\$

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. 4 Hotel rooms for crew for the duration of the event, including early arrival and final night of show. (if all rooms not need will advise prior to show)
- C. JET A/JP fuel *estimated* at 350 gallons per demo, 300 gallons on Departure
- D. Access to a bottle of Aviators Breathing Oxygen (2,200psi)
- E. 60 gallons smoke oil 13 or equivalent per performance/practice
- F. Access to Air Show sound system for the Ace Maker Announcer to narrate live
- H. access to Hangar in Inclement weather
- I. All necessary credentials and access to facilities at show site required by "Ace Maker's" 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 _____, 2023 through departure on _____ 2023 NOTE: Aircraft and pilots will be available for appearances and flights beginning, AFTER 2 pm on arrival day. Any other scheduling must be arranged prior to pilot's arrival.

3. Ace Maker Airshows will provide up to 3 - 15-minute Formation aerobatic demonstrations, including a twilight/sunset show. We will be available for at least 1 hour either before or after performance(s) for Fan interaction/autograph signing etc. Ace Maker Airshows will provide free of charge photos and other memorabilia to the fans. Ace Maker Airshows will be available for Media and or other functions at the request of 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 onsite support at your air show. Due to the Uniqueness of these vintage warbirds, it should be understood that mechanical problems could arise, every effort will be made to repair the aircraft and fly the show. In the extremely unlikely event that the aircraft have mechanical difficulties and do not fly any performances at the EVENT, Ace Maker Airshows shall prorate and performance fee of no more than 25%

6. 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.

7. MERCHANDISING RIGHTS – ability for Ace Maker Aviation LLC to sell and or market Ace Maker items

8. 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 there from, including cost, expenses, and reasonable attorney fees. Ace Maker Airshows carries \$1,000,000.00 liability Ins.

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 there from, 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.

BY:  _____

DATE: November 28, 2023

**Gregory W. Colyer,
President Ace Maker Airshows
215 Locust Ave
San Rafael CA 94901
415-531-0970
Acemaker33@aol.com**

BY: _____ DATE: _____

Name: _____

Title: _____

Event: _____