

Pacific Coast Air Museum

“Wings Over Wine Country” Air Show

To All Prospective Exhibitors:

Welcome to the Pacific Coast Air Museum’s Annual “Wings Over Wine County” Air Show, September 28 & 29, 2019, at the Charles M. Schulz-Sonoma County Airport.

All potential exhibitors must complete an exhibitor’s agreement and submit it with their contract, permits, insurance and payment in full to the PCAM Admin Office by August 15, 2019 in order to participate in the show. **Food vendors shall deliver all their information to the County Health Department at least four weeks prior to the show.** Exhibitors are encouraged to sign up early as the number of exhibitors in each category is limited. Contracts are available online at www.wingsoverwinecountry.org. If you want a copy to be mailed to you, please contact the Pacific Coast Air Museum at 707 575-7900.

Please note **there is a prohibition on selling or giving away toy firearms of any kind, including replicas.** Also note that trademarked items (for example, “Remove Before Flight” items, trademarked by Born Aviation) may only be marketed if they have been produced by the holder of the trademarks. “Knock-offs” are not allowed and any marketing of them will result in expulsion from the air show.

All gate and vehicle passes will be mailed to the exhibitor’s address in the contract prior to the show. Please be sure to clearly print your name and address or you may not receive your passes. Exhibitors must use the gate passes or they will be required to pay gate admission. Directions to the exhibitor gate will be mailed with your passes.

Finally, all exhibitors are reminded not to drive outside of the Air Show venue on the airport ramp. Violation of these boundaries can result in stiff fines imposed on you by the airport authorities and the TSA.

Exhibitors with questions may contact the vendor coordinator at 707-575-7900 or 707-703-0696 or by e-mail at vendors@pacificcoastairmuseum.org. Thank you for your interest in the 2019 “Wings Over Wine Country” Air Show.

Vendor Coordinator

Exhibitors Agreement

Pacific Coast Air Museum

June 15, 2019

Agreement for Exhibition Space (effective dates September 28-29, 2019)

This agreement is made between the Pacific Coast Air Museum (PCAM) and _____
_____(Exhibitor).

Both Parties Agree:

1. PCAM hereby grants the sole right to use for the period of the air show, an exhibit space being _____x_____ = (_____) square feet on the Sonoma County Airport ramp, on which the exhibitor agrees to exhibit and or offer for sale only the following: _____

2. Exhibitor shall pay to PCAM for the use of the space, \$_____ dollars in U.S. currency, in full with the return of this agreement. There shall be no refund if exhibitor fails to occupy the space.

3. Exhibitor, in full compliance with the provisions of this agreement, shall have the right to occupy the space during the dates listed above.

4. This agreement permits the use of exhibit space for exhibition and sales of approved goods only. Exhibitor acknowledges that no exclusive item sales are granted for exhibits or products unless stated in an addendum to this agreement. Booth space is to be staffed at all times during the open hours of the event. If the exhibitor fails to comply in any respect with the terms of this agreement, all payments for the space shall be deemed earned and non-refundable by PCAM. PCAM shall have the right to re-lease or occupy the space in any manner without further notice or obligation to the exhibitor.

5. Insurance certificates are required from all Exhibitors in accordance with the attached "Insurance Requirements" document, showing effective dates for the term of this agreement. All required documents must be completed and submitted to PCAM with the application. No exceptions.

6. LIABILITY, LOSS, OR DAMAGES. Exhibitor, (enter the full company name on line below)

agrees to indemnify The Pacific Coast Air Museum, its directors, officers, employees, volunteers, agents and assigns from any and all liability, loss, or damage as a result of claims, demands, costs, or judgments against The Pacific Coast Air Museum, its directors, officers and volunteers arising from or alleged to have arisen from this contract or Exhibitor's participation in the Wings over Wine Country Air Show.

7. Retail permits are required for Exhibitors selling merchandise per the California State Board of Equalization. PCAM does not issue these permits.

8. PCAM is permitted to enter and inspect Exhibitor's booth at any and all times.

9. Exhibitor shall not assign or sublet said space, or any part thereof, without the written consent of PCAM.

10. Exhibitor agrees to not exhibit, sell or give away any alcoholic beverages, illegal substances, pornographic items, toy firearms of ANY KIND, including replicas, Trademarked items or any items that are deemed inappropriate by PCAM. Exhibitor must submit a written request for permission to give away promotional materials. PCAM must be present during any contest drawing. No gambling or lotteries will be allowed.

11. Allocation of exhibit space: The exhibit space consists of open ramp. Exhibitors who desire shelter from the wind or sun will need to furnish such shelter at their own expense. No tent or other structure

shall exceed 12 feet in height unless express permission is granted for a greater height. Exhibit space shall be allotted on a first come basis after this agreement has been completed and is on file at the PCAM office.

Rental and pass allotments are:

Basic Space = 10' X 10' & 4 passes –	Standard	Non-Profit W/Sales	Non-Profit W/O Sales	Total Amount
Payment received by Aug 15th, 2018	\$750	\$425	\$325	
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Medium Space = 10' X 20' & 6 passes				
Payment received by Aug 15th, 2018	\$1400	\$800	\$600	
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Large Space = 10' X 30' & 8 passes				
Payment received by Aug 15th, 2018	\$2,100	\$1150	\$875	

12. This agreement, when executed by PCAM, constitutes a license only to Exhibitor and is limited to the space(s) that are expressly described in paragraph 1. All activities of the Exhibitor must be confined within the designated space(s). All aisle space and open ramp space belongs to PCAM. All access routes shall be designated by PCAM. Exhibitor shall have no right or privileges in any respect whatsoever to use any other part of the ramp for any purpose. No vehicles will be permitted on the ramp outside the booth space commencing one-half hour prior to the opening of the event and continuing through conclusion of the event each day.

13. Exhibitors may purchase any combination of spaces to accommodate their needs. Exhibitors who fly in aircraft for display will be contracted with separately.

14. **Beverages- Exhibitors selling bottled water or canned or bottled carbonated beverages shall charge the following minimum prices:** Prices will be announced before day of event.

15. Utilities- Electricity and other utilities are not supplied by PCAM. Exhibitors requiring electricity furnish their own generator. Propane tanks must have a minimum ten-foot gas supply hose between the tank and the burner(s) or appliance. No supply of potable water is available on site.

16. Parking- All exhibitors will be required to park their vehicles in the Exhibitors parking area. No vehicles will be permitted on the ramp during the open hours of the event unless they are within the exhibitor's rented space.

17. Security- Although PCAM will take reasonable precautions for the protection of the property of its exhibitors and vendors. However, PCAM cannot and does not guarantee the exhibitors safety from, damage, theft, vandalism or personal injury. Exhibitor agrees to accept the risk of loss and hold PCAM, its directors, officers, employees, volunteers, agents and assigns harmless from any damage, theft, vandalism or personal injury which arises or is alleged to have arisen from the Wings Over Wine Country Air Show.

18. Exhibitor, its officers, agents and employees are independent contractors and are not employees, partners, joint ventures, agents or representatives of PCAM and shall not suggest to any person that they are such in any manner.

19. Recycling & Trash- Exhibitors shall be notified of available recycling sites. Each Exhibitor will maintain its rented space in a clean and orderly manner. Exhibitors will transport their recycling and trash to the designated bins provided. Receptacles on the ramp and aisles are for public use and not for use by the exhibitors. Recyclable cardboard shall be flattened. Exhibitors shall leave their space clean and free of debris upon departure. Exhibitors will be billed for clean up if their space is not left clean.

20. Entrance Passes- Each exhibitor will receive only one (1) vehicle gate pass and the worker passes listed above. Additional worker passes can be purchased from PCAM for \$15 each for workers listed on this contract. Absolutely no one will be admitted at the gate without a pass worn on the wrist. Passes will be mailed to the address specified below prior to the air show.

21. Exhibitors are reminded that all activities shall be conducted in strict conformity with all applicable Federal and State laws, local ordinances, and all safety orders of the Division of Industrial Safety and the Department of Industrial Relations.

22. Exhibitors will be permitted to move onsite between 12 noon and no later than 5pm on September 27th or 7am to 8am on Sept. 28 & 29. All exhibitors must vacate the airport by 6:00 P.M. Sunday, September 29, 2019.

THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES HAVING READ AND ACCEPTED ALL OF THE TERMS OF THIS AGREEMENT AND EXHIBITS. (Please print information clearly)

Exhibitor _____ Ph # _____

Address _____ Email _____

City _____ State _____ Zip _____

Name (print) _____ Sign _____ Title _____

Accepted for PCAM _____ Date _____

If we cannot read your name, address and phone number you will not get your passes in the mail.

Insurance Requirements for Airshow Vendors and Exhibitors

Workers' Compensation Insurance & Employers Liability Insurance

- ❑ Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- ❑ Employers Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- ❑ Required Evidence of Coverage: Certificate of Insurance.

General Liability Insurance

Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO for CG 00 01.

Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.

Pacific Coast Air Museum, its officers, directors and members; the County of Sonoma, its officers, agents and employees; Kaiser Air-Santa Rosa Jet Center LLC, its officers, agents and employees; and Sonoma Jet Center, its officers, agents and employees shall be additional insureds for liability arising out of the Vendor/Exhibitor's ongoing operations. (ISO endorsement CG 20 26 or equivalent.)

The insurance provided to Pacific Coast Air Museum, County of Sonoma and Kaiser Air-Santa Rosa Jet Center as additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance they maintain.

The policy shall cover inter-insured suits between the Vendor/Exhibitor and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.

Required Evidence of Coverage: (1) Copy of the additional insured endorsement or policy language granting additional insured status; (2) Copy of the endorsement or policy language indication that coverage is primary and non-contributory; and (3) Certificate of Insurance.

Liquor Liability

(Required of Vendors/Exhibitors who sell or provide alcohol.)

- Minimum Limits: \$1,000,000 for each Occurrence; 1,000,000 Aggregate.
- Required Evidence of Coverage: Certificate of Insurance

Standards for Insurance Companies

- Insurers shall have an A.M. Best's rating of at least A:VII

Documentation

- All required Evidence of Coverage shall be submitted to Pacific Coast Air Museum 45 days prior to the Airshow
- The name and address for Additional Insured endorsements and Certificates of Insurance is: (1) Pacific Coast Air Museum, One Air Museum Way, Santa Rosa, CA 95403; (2) County of Sonoma, its officers and employees, c/o Airport Manager, Charles M. Schulz-Sonoma County Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403 (3) Kaiser Air-Santa Rosa Jet Center LLC, 2240 Airport Boulevard, Santa Rosa, CA 95403. (4) Sonoma Jet Center, 6000 Flightline Drive, Santa Rosa, CA 95403