UNE 2 & 3, 2018

U.S.NAVY

NAS PATUXENT RIVER

Celebrating the 75th Anniversary of NAS Patuxent River

Show Site Exhibitor

www.PaxRiverAirExpo.com



Thank you for the privilege of presenting this opportunity to you. As you may know, the NAS Patuxent River Air Expo '18 will be taking place June 2 & 3 of this year. Our air show committee has already confirmed the 2018 lineup to include the US Navy Blue Angels, Geico Skytypers, and many more! The Pax River Air Expo has been a staple in Southern Maryland and we anticipate it being an amazing weekend for NAS Patuxent River and for the surrounding community. The estimated attendance for the air show has been set at over 120,000 people over a two day period.

In sending this to you, we are hoping that your organization will take advantage of an amazing opportunity to be a part of the Air Expo. We believe that being an exhibitor on our Show Site will help you reach a wide demographic and help generate a number of leads for your organization. Please see below for more Show Site Exhibitor details:

- The Show Site Exhibitors will be located along the main walkway of the event and behind the food & beverage vendors.
- Spaces will be available at 10'x10', 10'x20', 20'x20' or larger upon request. Each space comes with one 8 ft. table and three chairs (additional tables and chairs available upon request).
- Show Site spaces will NOT include power, so please be prepared with appropriate batteries. If your display will use a generator, you will be required to have a fire extinguisher at your site.
- Each exhibitor will be issued a Vendor parking pass which will allow them to conveniently park near the show entrance.
- If your application is received by the deadline, your organization will be listed on the official air expo website http://www.paxriverairexpo.com as well as the official air show programs that will be distributed at the event.
- Please note that show site exhibitors are NOT official sponsors and will not be listed among sponsors nor have your company logo displayed. If you are interested in becoming an official sponsor, please call Dave Cardinale at 301-342-3635 or email him at david.cardinale@navy.mil

If you have any further questions, please call or email me at the contact information listed below.

Air Expo '18 Show Site Exhibitor Coordinator

Frank Pace

Morale, Welfare & Recreation 47402 Buse Rd. Bldg 467 Patuxent River, MD 20670

Office: 301.757.3365 Fax: 301.342.3637 Email: francisco.pace@navy.mil

AUTER AIR SHO	Naval Air Station Patuxent River Air Expo '18 Show Site Exhibitor Application				
CHINE 2nd : 310 2010	*Please return this form, signed contract, and base access info by mail, email, or fax no later than <u>May 3, 2018</u> .				
Mail forms to the address listed on the previous page					ous page
		Or Fox forms to 2	01 010	2627	
		Fax forms to 3			
POINT OF CONTACT:			TITLE:		
ADDRESS:					
CITY:			STATE: ZIP CODE:		
PHONE:			FAX:		
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	Bri	efly describe the mission of y	our compai	ny/organizatio	on.
	note that acc	be your show site exhibit (iter cepting donations or selling o s for <u>each</u> display space inclue Please select the size displa	fitems is st udes one ta	rictly prohibit	ed on the Show Site.
	10x10 \$2,500	10x20 \$3,250	20x20 \$4,500		Other: For larger displays, please contact david.cardinale@navy.m
	. ,	ving company to bring your ex	. ,		No
Name of Moving Con	ıpany:		Pc	int of Contact:	
Address:					
		or exhibitors to access NAS n your exhibit need access to form and return it to Frank	the base,	please comp	ne gates open to the public. lete the attached Base Access

*Show *Site Exhibitor* spaces will be assigned after contract and payment is received.



Show Site Exhibitor Contract

This agreement is made and entered into by and between the Morale, Welfare & Recreation Department (MWR), Naval Air Station Patuxent River, Maryland and the Business or Non-Profit Organization (mentioned in the attached application), in reference to Air Expo '18 to be held on June 2-3, 2018.

In consideration of the premises and mutual promises set forth herein, the parties, intending to be legally bound, hereby agree as follows.

1. MWR shall provide:

- a) A display space as indicated on the previous page, with one eight-foot table and three chairs at Air Expo '18 on June 2-3 located on the main show site space.
- b) An opportunity for the organization to display merchandise, offer free samples, literature, coupons, etc.

2. Your organization agrees to the following:

- a) Sales transactions by the company or organization are prohibited on air show grounds.
- b) Raffles and other games of chance are prohibited on air show grounds.
- c) Organizations may not charge any fees for entry into their display area.
- d) Organizations are responsible for the conduct of their employees.
- e) If company or organization is a non-profit, they will provide MWR with proof of non-profit status (copy of tax-exempt ID or other official documentation)
- f) Provide MWR with completed base access forms for all exhibitors requiring base access NO LATER THAN May 3, 2018.
- g) Have exhibit set up by 8:30 a.m. on Saturday, June 2 & Sunday, June 3.
- h) Member(s) of the organization must be present at the exhibit space at all times during the air show.
- i) Organizations may not have a donation box at their booth or anywhere else on the air show grounds.
- j) Organizations may give away promotional items with the exception of food products, beverages, toys, hats and t-shirts.

3. Remedies.

- a) Disputes. Any dispute or claim concerning this Agreement which is not disposed of by consensus among the parties shall be decided by the Regional Commander, whose decision will be final; however, the Sponsor shall proceed diligently with the performance of this Agreement.
- b) Termination for Default. The Fund, by written notice, may terminate this Agreement in whole or in part for failure of the Sponsor or any Sponsor's Subcontractors to perform any of the provisions herein. In such event, the Sponsor shall be liable for damages, including the excess cost of procuring similar supplies or services. The Fund will be able to keep any consideration already delivered to the Fund.
- c) Termination for Convenience. The Fund, by written notice, may terminate this Agreement, in whole or part when it is in the best interest of the Fund. If this Agreement is for supplies, the Sponsor shall be compensated for any supplies tendered prior to the effective date of the termination at fair market value unless the supplies are returned to the Sponsor, in which case no compensation is required. To the extent that this Agreement is for services, the Fund shall be liable only for payment of services rendered prior to the effective date of termination in accordance with the Fund Responsibilities provision.

4. Independent Contractor. Sponsor and Fund shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, legal partnership or joint venture of employment between Fund and Sponsor.

5. Force Majeure. No party shall be responsible for events beyond its reasonable control, such as acts of God, weather delays, government restrictions, security alerts, or unforeseen commercial delays. If the event is postponed due to inclement weather or other conditions beyond the Fund's control, it may be rescheduled for another time. The Sponsor shall then be entitled to, and Fund agrees to give Sponsor, all of the advertising and sponsorship rights set forth herein at no additional charge to Sponsor.

6. Assignment. This Agreement is not assignable in whole or in part by any party hereto without prior written consent of the other.

7. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any and all prior agreements, arrangements, communications, or representations, whether oral or written concerning the same subject matter. This Agreement may not be amended, altered, modified or changed except in writing, signed by both parties.

8. Disclaimer. Neither MWR nor Navy or any other part of the federal government officially endorses any company, sponsor, or their products or services.

9. Costs of Agreement. Sponsor, by signing this Agreement, acknowledges that its costs of sponsorship has not and will not be charged to any part of the Federal Government unless agreed to by separate legally binding contracts issued by the Federal Government.

10. Notices. All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the addresses cited under the authorizing signatures.

HOLD AND SAVE HARMLESS

The Organization, shall indemnify, save harmless and defend NAFI (MWR), its outlets and customers from any liability, claimed or established for violation or infringement of any patent, copyright or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. The Organization further agrees to hold NAFI (MWR) harmless from all claims or judgments from damages resulting from the use of products listed in this contract, except for such claims or damages caused by or resulting from the negligence of NAFI customers, employees, agents or representatives. Also the organization shall at all times hold and save harmless NAFI, its agents, representatives and employees from any and all suits.

IDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the MWR Department and the United States (including its agencies and instrumentalities) and their officers, agents, and employees against liability of any and all claims for loss, death, injury, property damage (including costs and expenses) arising out of or in connection with, (1) the performance of this contract, (2) the contractor's activities and action, or (3) the activity or actions of the contractor's representatives, agents, or employees.

IN WITNESS WHEROF, the parties hereto have caused the agreement to be executed.