

## **SERVICE AGREEMENT**

This Agreement is made and entered into by and between the Truckee Tahoe Airport District, ("TTAD"), a California Airport District and the Truckee Airshow Committee, an unincorporated association, which is comprised of the EAA Chapter 1073, Inc., a California non-profit corporation, the Sierra Nevada Children's Museum, dba KidZone Museum, a 501(c)(3) California non-profit corporation, and the Truckee Optimist Club, a registered 501(c)(4) fundraising organization, (collectively "Airshow Committee"). This Agreement is made with reference to the following facts:

### **RECITALS**

A. TTAD wishes to present an annual Airshow and Family Festival at the Truckee Tahoe Airport. Although it is willing to provide some funding and other support for the Airshow and Family Festival, it needs additional services to present a proper Airshow and Family Festival.

B. The Airshow Committee wishes to assist in the presentation of the Airshow and Family Festival and can provide the services needed to present a proper Airshow and Family Festival and its members are jointly and severally willing to provide those services in return for certain compensation, as set forth below.

C. Each member of the Airshow Committee has as its stated purpose funding for local children and youth programs and by providing services as outlined below and receiving compensation for providing those services, they will be able to fund those local programs, all as set forth below.

### **AGREEMENT**

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. All of the above recitals are true and correct.
2. In return for the services described below, TTAD shall pay the sum of \$22,000 to each of the three member organizations of the Airshow Committee on or before the August 1<sup>st</sup> immediately following that year's annual Airshow and Family Festival.
3. Each member organization of the Airshow Committee agrees to provide services for the planning, production, organization and implementation of the annual Airshow and Family Festival. These services include, by way of description but not by way of limitation, the following: arranging for Airshow acts, publicizing the Airshow and Family Festival (including the option of paying for advertising outside of TTAD's jurisdictional boundaries), staffing for crowd control, movement and parking of automobiles and aircraft, providing activities for youth attending the Airshow and Family Festival, arranging for vendors and assisting with setup, take-down and cleanup.
4. The funds paid to each member of the committee by TTAD shall be used solely and exclusively for funding programs for local youth, all as set forth in each organization's charter, mission statement or statement of objectives. Each member of the committee shall each individually report back to TTAD, in writing and under penalty of perjury, on or before December 1, of each year the use of those funds; if

- the funds have been designated but not yet expended, such planned expenditures shall be included in that report. No funds shall be used for administrative or overhead costs. TTAD may request, in writing, clarifications, confirmation and/or further assurances be provided, in writing, regarding the planned future expenditures. Such written clarification, confirmation and/or further assurances shall be provided within 30 days of such request.
5. In addition to the payments for the services identified above, TTAD shall pay the costs of presenting the Airshow and Family Festival, which shall include, but not be limited to, paying for performers, air boss, announcers, public relations consulting, advertising within TTAD's jurisdictional boundaries, permits and infrastructure. TTAD's funding requirement under this subsection shall not exceed \$160,000 per year, unless a higher amount is agreed to by the TTAD Board of Directors, in their sole and absolute discretion. TTAD's financial contribution shall not include or be used for the acquisition or providing of alcohol to any recipient although vendors may sell alcohol with all proper permits.
  6. This Agreement shall be for a period of 5 years, covering the Airshow and Family Festival for the years of 2017, 2018, 2019, 2020 and 2021. If TTAD determines, in its sole and absolute discretion, to not fund an Airshow and Family Festival for the years after 2017, or to reduce the amount of their monetary commitment under section 5, they shall notify each individual committee member, in writing, by February 1<sup>st</sup> of each year. In such event, no party has any further obligation for that cancelled Airshow and Family Festival and this Agreement shall be terminated unless the parties agree otherwise, in writing. Nothing prevents the parties from extending the terms and provisions of this Agreement for future airshows, if agreed to in writing by all parties.
  7. If any members of the Airshow Committee determine to not participate in an upcoming Airshow and Family Festival, written notification shall be given to the other members of the Airshow Committee and to TTAD within 15 days of that determination. In such event, the remaining parties to this Agreement shall meet and confer to determine if the remaining members of the Airshow Committee will continue to provide all obligated services, or one or more entities shall be substituted in the place of the withdrawing member, or the Airshow and Family Festival will be cancelled. In the absence of such agreement, the Airshow and Family Festival will be cancelled. Any such notification shall be effective only if provided prior to February 1 of any year.
  8. The parties agree that although they all intend to work for the successful presentation of the Airshow and Family Festival, this Agreement does not create a partnership, joint venture or employment agreement between TTAD and the Airshow Committee, either collectively or individually with any of the members of the Airshow Committee.
  9. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by any party without the prior written consent of all of the other parties, including the individual members of the Airshow Committee.
  10. TTAD agrees to obtain and maintain an insurance policy rider for the Airshow and Family Festival in a sum not less than \$1,000,000 and shall add the Airshow Committee and each individual member organization of the Airshow Committee as additional named insureds. Proof of such rider shall be provided within 30 days of

such request.

11. Each of the individual organizations of the Airshow Committee shall obtain and maintain during the term of this Agreement, at their sole expense, comprehensive general liability and personal injury insurance protecting TTAD against any and all claims related to their activities during the Airshow and Family Festival in the amount of \$1,000,000 per occurrence. TTAD shall be named as an additional named insured on such policy and shall be provided a copy of that policy at least 45 days prior to each Airshow and Family Festival.
12. To the fullest extent permitted by law, each party shall hold harmless and indemnify the other from and against any and all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any person or damages to property, economic and consequential damages and attorney's fees) asserted by third parties against any party to this Agreement; provided, however, that no party to this Agreement shall be required to indemnify any other party from the consequences of that party's own negligence, intentional wrongful act or omission.
13. Notwithstanding any other provision of this Agreement, this Agreement will terminate automatically on the occurrence of any of the following events:
  - A. Bankruptcy or insolvency of any party;
  - B. Cessation of the operations of any party;
  - C. Assignment of this Agreement by any party without the written consent of all other parties;
14. Any notices required to be given under this Agreement by any party to any other party may be effected by personal delivery in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses below, but any party may change the address by giving written notice in accordance with this paragraph to all other parties. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the 3<sup>rd</sup> day after mailing.

Truckee Tahoe Airport District  
10356 Truckee Airport Road  
Truckee, California, 96161  
Attention: General Manager

EAA Chapter 1073, Inc.  
10356 Truckee Airport Road  
Truckee, California, 96161  
Attention: \_\_\_\_\_

Sierra Nevada Children's Museum  
11711 Donner Pass Road  
Truckee, California, 96161  
Attention: \_\_\_\_\_

Truckee Optimist Club  
P.O. Box 1859  
Truckee, California, 96160  
Attention: \_\_\_\_\_

15. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Agreement and contains all of the representations, covenants and agreements between the parties with respect to the rendering of the above described services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement and that no other Agreement, statement or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be

effective only if it is in a writing signed by all parties (including each individual organization of the Airshow Committee).

16. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
17. If any legal action, including an action for declaratory relief and any matter submitted to arbitration is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees and court costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
18. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Truckee, California on the date opposite each party's signature.

TRUCKEE TAHOE AIRPORT DISTRICT

By: \_\_\_\_\_  
Title: Lisa Wallace, President of the Board of  
Directors

Date: \_\_\_\_\_

TRUCKEE AIRSHOW COMMITTEE

By: \_\_\_\_\_  
Title: \_\_\_\_\_,  
EAA Chapter 1073, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_,  
Sierra Nevada Children's Museum

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_,  
Truckee Optimist Club

Date: \_\_\_\_\_