

SERVICE AGREEMENT FOR TRUCKEE TAHOE AIR SHOW AND FAMILY FESTIVAL

This Agreement is made and entered by and between the Truckee Tahoe Airport District, ("TTAD"), a California Airport District and the Truckee Tahoe 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. The Airshow Committee wishes to present a 2022 Airshow and Family Festival (Airshow) at the Truckee Tahoe Airport.

B. The Airshow Committee wishes to present the Airshow and can provide the services needed to present a proper Airshow 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 September 1st or as soon as all Airshow expenses have been reconciled.
3. The Airshow Committee has proposed to provide an Airshow which will endeavor to provide and include the following:
 - A. An Airshow on (date to be determined) that includes live aircraft performers and static displays as approved by TTAD and the additional activities set forth in Subsections B, C, E, F and G.
 - B. A family festival that includes a series of activities for children of all ages such as puppet shows, live small venue type music, bounce houses, face painting, stilt walkers, a shaded grass-area to participate in family- focused interactive activities and to enjoy various live performers. Airshow performers will visit the family festival throughout the day and provide opportunities for families to learn about their performances, training, and their aircraft. Truckee's KidZone Museum staff and volunteers will provide many of the elements of this event.
 - C. An enhanced STEM Expo will be a key 2022 event component. The STEM Expo will work toward giving youth an interactive experience to explore the

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wonders of science, technology, engineering, mathematics, and the arts. Young people and adults alike will be stimulated by their engagement with various exhibitor displays. Past STEM Expo exhibitors included UC Davis Tahoe Environmental Research Center, Headwaters Science Institute, Sierra Wildlife Coalition, Gateway Mountain Center, Pathways to Aviation, Society of Women Engineers, Sierra Watershed Educational Partnership, Team 12763 The Rolling Bots, and Truckee Donner PUD, and Liberty Utility.

- D. The Airshow will extend its STEM focus on the following day of the Airshow with an opportunity for young people and families to talk with pilots, become educated about careers in aviation, and have an opportunity for a free flight offered by local volunteer pilots as a part of the EAA's Young Eagles Program unless such event is cancelled due to weather considerations.
 - E. The Airshow will make an effort to feature an exhibit highlighting advancement in electric-powered equipment, cars, and aircraft (e.g., snowblowers, drills, bikes, autos, and aircraft).
 - F. The Airshow will make an effort to feature the history of aviation with classic aircraft and civilian performers, a focus on careers in aviation, and a salute to veterans.
 - G. Local vendors will be offered an opportunity to sell food, merchandise, and promote their local businesses and community organizations.
4. 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 locally, staffing for crowd control, movement and parking of automobiles and aircraft, providing activities for youth attending the Airshow, arranging for vendors, and assisting with setup, take-down and cleanup.
 5. 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.
 6. In addition to the payments for the services identified above, TTAD shall pay the costs of presenting the Airshow, 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. In the spirit of keeping this a local event, each member organization of the Airshow Committee agrees that all advertising and publicizing of the Airshow shall only be within the Truckee Tahoe

- Airport District boundaries. Out of area advertising, whether paid by the District or the airshow committee is not permitted as part of this Agreement.
7. TTAD's funding requirement under this Agreement shall not exceed \$124,000 for Airshow expenses plus an additional \$66,000 for the three member organizations of the Airshow Committee per Item 4 for a total not to exceed \$190,000, unless a higher amount is agreed to by the TTAD Board of Directors, in its 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.
 8. This Agreement shall be for a period of 1 year. The TTAD and Airshow Committee can mutually agree to change the date of the Airshow should a need arise. Nothing prevents the parties from extending the terms and provisions of this Agreement for future airshows, if agreed to in writing by all parties.
 9. If TTAD determines that it will cancel, alter, or modify the schedule and/or scope of the Airshow, the parties acknowledge that the TTAD Board of Directors may discuss and determine the appropriate level of, and TTAD may reduce or eliminate, the annual payment under Section 2 to each of the three member organizations of the Airshow Committee. TTAD acknowledges that it will consider the time, commitment, and work effort the Airshow Committee put forward prior to decision to cancel Airshow in its determination of an appropriate level of compensation, which may be zero.
 10. The parties agree that although they all intend to work for the successful presentation of the Airshow, 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.
 11. 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.
 12. TTAD agrees to obtain and maintain an insurance policy rider for the Airshow in a sum not less than \$10,000,000 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.
 13. 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 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.
 14. To the fullest extent permitted by law, the Airshow Committee and its members shall hold harmless and indemnify TTAD 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 TTAD related to this Agreement; provided excepting claims arising out of the sole, active negligence of

TTAD or its willful misconduct.

15. 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;
16. 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 3rd 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: _____

17. 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).
18. 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.
19. 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.
20. This Agreement will be governed by and construed in accordance with the laws of the

State of California.

21. Each member organization of the Airshow Committee shall be jointly and severally liable for any breach of this Agreement by any member organization or the Airshow Committee.

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

TRUCKEE TAHOE AIRPORT DISTRICT

By: _____
Title: Kat Rohlf, 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: _____