

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

I. TERMS & CONDITIONS

1. BINDING AGREEMENT.

- a. These *Terms and Conditions* and the *Operational Rules and Regulations* (collectively, the "**Contract Terms**") are part of, and incorporated into, the *Exhibitor Application* ("**Application**"). The entity or individual whose name appears on this Application ("**Exhibitor**") understands and agrees that, upon acceptance in writing by Experimental Aircraft Association, Inc. ("**EAA**"), this Application, will be a binding and fully enforceable contract between Exhibitor and EAA. (References herein to the Application shall include the legal meaning of "contract" only if and when EAA has explicitly accepted the Application in writing, and not upon EAA's mere acknowledgement of receipt. See also Section 2.g. of these Terms and Conditions). The Contract Terms and Exhibitor Documents (defined below) will govern the parties' rights and obligations, Exhibitor's use of the space covered hereunder and Exhibitor's activity on the EAA® AirVenture® Oshkosh™ ("**AirVenture**") grounds. EAA will consider all requests for modification or termination of this Application in its sole discretion. Exhibitor's right to terminate or cancel this Application is also limited by Section 4.f. of these Terms and Conditions.
- b. Any failure by Exhibitor to abide by the Contract Terms may result in Exhibitor's immediate removal from AirVenture and/or EAA's refusal to allow admittance at any future EAA events. The Operational Rules and Regulations may be amended by EAA for all Exhibitors, by additions, deletions, or changes, through Exhibitor bulletins, issued by EAA, in EAA's sole and absolute discretion (the "**Exhibitor Bulletins**"). As used in these Contract Terms, and the Exhibitor Documents the term "**Exhibitors**" includes Exhibitor and all other exhibitors attending AirVenture.
- c. Exhibitor acknowledges that it has read, understands, and will abide by all terms, and conditions of the: (i) Application; (ii) the EAA Exhibitors webpage located at www.eaa.org/airventure/airventure-exhibitors; (iii) all documents and webpages that are linked to the EAA Exhibitors webpage including, without limitation, the "How to Exhibit" and "Preparing Your Exhibit" linked webpages and the 2023 Booking Process and 2023 Exhibitors Guide Checklist documents; (iv) all documents contained in the online Exhibitor portal; and (v) all Exhibitor Bulletins, as may be amended and updated from time to time by EAA (collectively, the "**Exhibitor Documents**"). Exhibitor may obtain a copy of the Exhibitor Documents upon written request to EAA.
- d. The Application contains the entire understanding and the full, complete and exclusive understanding and agreement of the parties and supersedes and replaces any and all prior or contemporaneous agreements, understandings, communications and/or representations, whether oral or written, between the parties with respect to the subject matter hereof. Except for amendments and updates through Exhibitor Bulletins, which may be issued from time to time by EAA, and subject to EAA's right of cancellation as set forth in Section 2.b. of these Terms and Conditions, the Application may be altered, amended or modified only in writing, signed by both of the parties hereto.
- e. EAA shall have no obligation to provide any equipment or supplies to Exhibitor other than as set forth in this Application. Exhibitor shall use only EAA's official suppliers for the rental, drayage and set-up of chairs, tables, incidental equipment, canopies, tents, and structures. A list of the official suppliers is contained in the online Exhibitor portal, and is subject to amendment by EAA through Exhibitor Bulletins.

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

2. EXHIBITOR APPLICATION.

- a. EAA reserves the right to refuse or deny space to any applicant or Exhibitor whose products or services are not directly related to aviation, or for any other reason, in EAA's sole discretion.
- b. EAA reserves the right to terminate and cancel this Application at any time, for any reason.
- c. Exhibitor may not assign or sub-license this Application nor sublet any space provided hereunder in whole or in part. In no event may Exhibitor grant permission to share its exhibit(s) to any individual or entity, or to occupy adjacent areas, without EAA's prior written approval.
- d. Applications that are incomplete or not signed will not be accepted.
- e. Applications may be filed with EAA only through the online Exhibitor portal. Applications will not be accepted by U.S. Mail, courier, fax, e-mail, telephone, text, via social media or in any other form.
- f. Exhibitor is not automatically assured of acceptance by EAA or of being assigned an exhibit space upon submitting a completed Application and making payment. EAA's written acceptance of the Application, and exhibit space assignments, will be sent on or around October 15, 2022, or later for Applications and payments received after that date.

3. BOOTH/SITE LOCATION.

- a. Exhibitor shall conform to all exhibit space sizes on the floor plan/layouts that are provided.
- b. Exhibitors with outdoor displays must submit a diagram of exhibit layout(s) to EAA within two (2) weeks of EAA sending Exhibitor its booth confirmation e-mail. For more information, see the Site Design Layout Form located on the Exhibitor portal.
- c. All standard indoor booths provided by EAA are furnished with an 8-foot backdrop of drapery material and two side dividers each 36" high. EAA shall provide Exhibitor a 7" x 44" sign containing the Exhibitor's name.

4. PAYMENT INFORMATION.

- a. Full payment made via corporate check, credit card, certified check, money order or ACH (Automated Clearing House) funds transfer must be received by EAA within two (2) weeks after receipt of Application, unless the EAA Exhibits Office has provided prior written approval for a payment plan.
- b. After April 1, 2023, all exhibit space/site payments must be in the form of certified check, credit card, money order, or ACH funds transfer.
- c. Partial payments or post-dated checks will not be accepted unless the EAA Exhibits Office has given prior written approval.
- d. EAA shall have a right of offset, and may offset any funds received or amounts that EAA may owe to Exhibitor against any invoices or other amounts owed by Exhibitor to EAA, including without limitation Application payments.
- e. Exhibitor cancellation of exhibit space must be made in writing. Exhibitor cancellation notices received by EAA before April 1, 2023, will be processed promptly and paid Exhibitor fees will be refunded (subject to EAA's right of offset). On or after April 1, 2023, cancellation is subject to EAA's approval; cancellation will be approved and a refund of Exhibitor fees will be made only if and when exhibit display areas are completely full and Exhibitor's space has been reassigned (allow 6-8 weeks for refund).

Cancellations made on or after July 1, 2023 will not be issued a refund or credit.

5. **INDEPENDENT CONTRACTORS.** EAA and Exhibitor acknowledge and agree that the relationship of Exhibitor and EAA as a result of this Application is that of independent contractors. Nothing in this Application or

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

otherwise will cause the parties to have, or be deemed or construed to have, a relationship of partners, employer and employee, principal and agent, master and servant, joint venturers, members of a joint enterprise, or legal representative. Neither party shall have any authority to represent the other nor make any commitment for the other.

6. LIMITATION OF LIABILITY.

- a. **Irrespective of any other term or condition of this Application, neither party hereto shall be liable to the other party for any lost profits or consequential, special, punitive, exemplary, indirect or incidental damages of any kind arising directly or indirectly from or in any manner connected with: (i) AirVenture; (ii) the actions, omissions or inaction of either party in connection with AirVenture; (iii) this Application; (iv) any activity of either or both parties in connection with this Application; (v) any breach by the other party or its agents of the terms of this Application; or (vi) any other cause whatsoever under any legal theory (including without limitation contract, tort, indemnity, contribution or any other theory of liability). This limitation of liability is complete and exclusive and shall apply even if the party has been advised of the possibility of such potential claims, losses or damages. If either party is proven to have materially breached this Agreement, the other party shall only be entitled to recover compensatory damages, if any.**
- b. **Under no circumstances shall EAA's aggregate liability to Exhibitor hereunder exceed the total price paid by Exhibitor hereunder.**

7. **FORCE MAJEURE EVENTS.** Neither party (the "**Non-Performing Party**") shall be liable to the other party for damages or losses on account of delay or failure of performance by the Non-Performing Party (except for any delay or failure to make payments to the other party under this Agreement) if said delay or failure was caused, whether directly or indirectly and whether in whole or in part, by a "**Force Majeure Event**" (defined for this Agreement as: fire, explosion, flood, earthquake, tornado, or other natural disaster; war or military operations of any kind; civil unrest, terrorism, riots, sabotage, or threats or reasonable expectation of any of the foregoing; labor disorder, embargoes, blockades, or government orders, preventing transportation or timely delivery of supplies or services; government intervention or binding governmental directive; laws and ordinances; serious general danger of disease or infection, including without limitation the then-current circumstances of the ongoing COVID-19 coronavirus pandemic; national or regional emergency; Acts of God; or other circumstances beyond the control of the parties), even though such Force Majeure Event may have been foreseeable. A "Force Majeure Event" under this Agreement may consist of a single occurrence or event, a series of events, and/or an ongoing and continuing circumstance, situation, condition, or state of affairs. The Non-Performing Party must so notify the other party in writing as soon as reasonably possible following the occurrence of the Force Majeure Event, or, alternatively, if the Force Majeure Event is ongoing and continuing, then the Non-Performing Party must provide written notice to the other party after the Non-Performing Party has had a reasonable opportunity to fully assess and evaluate the risks, impacts, and effects of the ongoing and continuing Force Majeure Event with respect to AirVenture. Irrespective of the type of Force Majeure Event, the Non-Performing Party shall act in good faith and use reasonable efforts and honest judgment to attempt to avoid the Force Majeure Event and to mitigate the delay or failure of performance under this Agreement resulting from the Force Majeure Event.

8. **GOVERNING LAW; CONSTRUCTION; FORUM.** This Application shall be governed by the internal laws of the State of Wisconsin, without regard to any rules of construction concerning the drafting hereof and without regard

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

to such State's conflict of laws principles. EAA and Exhibitor hereby irrevocably submit to the exclusive jurisdiction of any United States Federal or Wisconsin State court sitting in Winnebago or Milwaukee Counties in the State of Wisconsin, in any action or proceeding arising out of or relating to AirVenture, this Application, any Exhibitor Documents or any related documents, or any action or inaction of the parties. Exhibitor hereby irrevocably waives any objection that Exhibitor may now or hereafter have to the venue of any such suit, action or proceeding brought in such a court, or that such court is an inconvenient forum.

9. **EXHIBITOR CONDUCT.** Exhibitor shall cause its employees, agents, guests, volunteers and contractors to conduct themselves in an appropriate, courteous, professional, and workmanlike manner when on EAA or AirVenture grounds and when interacting with any person or persons as part of AirVenture or any event sponsored or hosted by EAA. EAA may remove and exclude any person or persons including without limitation Exhibitor employees, agents, guests, volunteers and contractors if, in EAA's sole and absolute discretion, EAA determines that this provision has been violated.
10. **INDEMNIFICATION.** Exhibitor covenants and agrees that it will at all times indemnify, release, defend, and hold harmless EAA and EAA Aviation Foundation, Inc., ("Foundation"), and their respective directors, officers, employees, volunteers, agents, affiliates, and divisions (collectively, the "EAA Indemnitees"), from and against any and all claims, liabilities, demands, loss and expense (including without limitation reasonable attorneys' fees and other costs of litigation) (collectively, "Claims") to the extent such Claims arise directly or indirectly from: (i) negligence or willful act or omission or other fault of the Exhibitor or its or his or her representatives, agents, employees, contractors, volunteers, suppliers, customers, guests or invitees; or (ii) failure of the Exhibitor to fully perform all of its or his or her obligations under this Application; or (iii) Exhibitor's use of the exhibit space or area assigned to Exhibitor.
11. **INSURANCE.**
 - a. Exhibitor shall obtain and maintain occurrence-based insurance policies that are valid and in effect while Exhibitor or its officers, directors, employees, members, volunteers, agents, representatives, affiliates or divisions are present on EAA or AirVenture grounds and in transit to and from EAA or AirVenture grounds, but not less than from July 15, 2023 through August 1, 2023.
 - b. The insurance policies shall name Experimental Aircraft Association, Inc., EAA Aviation Foundation Inc., and each of their respective officers, directors, employees, members, volunteers, agents, affiliates, and divisions as additional insureds; provide that such insurance is primary insurance and that any similar insurance in the name of and/or for the benefit of EAA is excess and non-contributory; and waive any right of subrogation of the insurers against EAA.
 - c. Insurance shall provide the following coverages:
 - i. General Liability Insurance to include coverage for products and completed operations liability, with a combined single limit of bodily injury and property damage in the amount of not less than \$1,000,000 per occurrence.
 - ii. Auto Liability insurance including non-owned liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000.
 - iii. Workers' Compensation insurance that conforms to applicable statutory requirements and employer's liability insurance with a minimum coverage limit of not less than \$500,000.
 - iv. Property insurance sufficient to cover Exhibitor's property and goods while on EAA grounds or AirVenture grounds and while in transit to and from EAA and AirVenture grounds.

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

- d. All insurance policies shall be provided by insurance carriers acceptable to EAA and shall be evidenced by current certificates of insurance, and shall be mailed to Experimental Aircraft Association, Inc., ATTN: Risk Management, 3000 Poberezny Road, Oshkosh, WI 54902 or e-mailed to eaainsurance@eaa.org within ten (10) days after EAA's written acceptance of this Application, and thereafter not later than the expiration date of each policy. A 30-day cancellation or modification notice (10 day for non-payment of premium) with respect to any insurance policy shall be given to EAA Risk Management by registered mail at the same address.
- 12. COMPLIANCE WITH LAW.** Both parties covenant and agree that they will fully perform their respective duties hereunder and will comply with all applicable local, state and federal rules, regulations and statutes including without limitation the Americans with Disabilities Act. Except as may otherwise be specified herein, Exhibitor agrees that, as an independent contractor, it will secure, furnish and maintain all necessary equipment with proper licenses, authorities and permits.
- 13. LIABILITY FOR DAMAGE.** Exhibitor shall be solely responsible for any loss, damage, disappearance or other casualty to any of its (or its employees', agents', or volunteers') personal property, including vehicles, equipment and supplies (collectively "**Exhibitor Personal Property**"), caused by accident, negligence of any person or entity (including that of EAA and individuals acting on its behalf), theft, natural disaster, or otherwise, or other reason, and shall indemnify and hold the EAA Indemnitees harmless from any and all claims arising from the same. Exhibitor shall be solely responsible to protect the Exhibitor Personal Property.
- 14. NOTICES.** Any and all notices, consents, documents, or communications provided for in this Application shall be given in writing and shall be personally delivered, sent by U.S. mail, electronic mail with confirmed receipt requested and received, or sent by courier, and addressed to the other party at the address listed on the first page of this Application with all information provided by Exhibitor (or to such other address as the receiving party may have substituted by notice pursuant to this Section). E-mail notices to EAA may be sent to exhibits@eaa.org. Such notice, consent, document or communication shall be deemed given to a party when actually delivered to such party as evidenced by certified mail return receipt (or statement that delivery was refused), receipt of a recognized national courier service, receipt of a recognized national courier service, return receipt of e-mail received, or affidavit of a person that he or she made personal delivery.
- 15. OBLIGATIONS OF EXHIBITOR.** If Exhibitor fails to perform any of its obligations hereunder, EAA may, in its absolute and sole discretion, do any or all of the following in addition to any specific remedy stated elsewhere in the Contract Terms: (a) cancel and terminate this Application; (b) immediately remove Exhibitor (and its employees, agents, guests, volunteers and contractors) from the EAA and AirVenture grounds; (c) immediately remove Exhibitor's Personal Property from the EAA and AirVenture grounds; (d) bar Exhibitor from future EAA events; (e) seek damages or other legal relief against Exhibitor; (f) retain Exhibitor's payment and charge Exhibitor an early termination fee of One Thousand U.S. Dollars (U.S. \$1,000); and (g) take any other actions permitted at law or in equity.
- 16. SALES TAX.** Payment of Wisconsin State Sales Tax on Exhibitor transactions is the exclusive responsibility of the Exhibitor. Exhibitor may obtain information on regulations from: Wisconsin Department of Revenue, Temporary Events Program MS 3-80, P.O. Box 8902, Madison, WI 53708-8902, (608) 264-4582 . Additional information is also available at <http://www.revenue.wi.gov/Pages/HTML/temevent.aspx> or by e-mailing DORTempEvents@wisconsin.gov.
- 17. SEVERABILITY; HEADINGS.** This Application contains several separate provisions. If any court of competent

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

jurisdiction determines that any provision of these Contract Terms or this Application is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the parties expressed therein. Section headings contained in these Contract Terms and this Application are included for convenience only and form no part of the contract between EAA and Exhibitor, and shall not affect the interpretation or construction of these Contract Terms or this Application.

18. WAIVER. No delay or failure by any party to exercise any right or remedy under this Application will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the party waiving its rights. A waiver by any party of any breach or covenant shall not be construed as a waiver of any succeeding breach of the same or any other covenant.

19. EAA TRADEMARKS.

- a. Exhibitor has no right to use, and will not use, any of EAA's trademarks or trade names or those of its affiliates including Foundation; Experimental Aircraft Association Canada Inc. (EAA Canada); International Aerobatic Club, Inc.; EAA Vintage Aircraft Association, Incorporated; and EAA Warbirds of America, Inc.; whether registered or unregistered, including without limitation those listed below in these Terms and Conditions, in any manner, shape or form, commercial or private. This applies regardless of the type or form of use, including without limitation: goods or services, whether sold, worn by employees, or distributed free; signage, advertising, website or other promotional use in any media; or any other display of any kind.
- b. EAA may enforce its rights against any individuals or entities that violate EAA's Copyright, Media and Trademark Policy ("**Policy**"), available at <http://www.eaa.org/airventure/about-eea-airventure-oshkosh/policies>, including without limitation those who attempt to sell Recordings (as described and defined in the Policy) or use EAA trademarks or trade names for commercial purposes without express written permission from EAA. Violators shall be subject to all available remedies of U.S. and International law, including without limitation injunctive relief.
- c. Use of EAA or AirVenture-related logos, words, graphics, designs, photographs (film or digital) or any other images that depict or directly or indirectly reference the annual AirVenture convention (including any use that references, denotes, commemorates, or otherwise makes some association with the AirVenture convention/fly-in) is strictly prohibited. This includes, without limitation, commercial uses, giveaways, advertising, promotions, endorsements, sales, rentals, displays, or products or services.
- d. Any use, attempted use, or registration of any trademark or trade name that is the same as or confusingly similar to any of the marks listed below is strictly prohibited. EAA reserves the right to amend and update the Policy and the list below at any time. A current version of the Policy and list of marks can be found at <http://www.eaa.org/airventure/about-eea-airventure-oshkosh/policies>.
- e. To confirm Exhibitor's marketing materials are not in violation of EAA's [Copyright, Media and Trademark Policy](#), Exhibitor shall, on or before May 31, 2023, submit all graphics and other art for merchandise sales to Scott Powers, EAA Director of Retail Operations, at spowers@eaa.org, for written approval in EAA's sole discretion. Exhibitor may call or e-mail with any questions: (920) 426-6582.
- f. EAA, Foundation and Affiliate Trademarks and Trade Names. Use of any of the following names, logos

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

and designs, or combinations thereof, or any trademark or name that is confusingly similar thereto, is strictly prohibited:

EAA, Foundation and Affiliate Trademarks and Trade Names

Aero Club™
Aerobatics USA™
AeroEducate™
AeroEducate™ (Logo)
Aeromart™
Aeronautica™
AirVenture Today™
AirVenture®
Aluminum Overcast®
Aviators Club™
Aviore™
Berlin Express™
C-Plan™
EAA®
EAA® (Stylized)
EAA® AirVenture® Oshkosh™
EAA AirVenture Museum™
EAA and Airplane Design® (Logo)
EAA Aviation Foundation and Design™ (Logo)
EAA Aviation Museum™
EAA Canada™
EAA Convention™
EAA Design® (Logo)
EAA Eagle Flights®
EAA Flight Advisor™
EAA Heritage™ (Logo)
EAA Homebuilders™
EAA Lifetime Member™
EAA Sky Shoppe™
EAA Sport Pilot™
EAA Tailwinds™
EAA The Leader in Recreational Aviation™
EAA The Spirit of Aviation & Design®
EAA Ultralights and Design® (Logo)
EAA Vintage™ (Logo)
EAA Virtual Flight Academy™
EAA Vision of Eagles™
EAA Warehouse™
EAA X-Flyer™
Experimental Aircraft Association™
Experimenter® (Stylized)
First Wing™
Fly Market™
Fly With The First Team™
Flying Start®
Founder's Innovation Prize™
GA Airfoils™
IAC™/International Aerobatic Club™
KidVenture EAA and Design™ (Logo)
KidVenture®
OSH2023™
#OSH2023™
#OSH23™
Oshkosh and Airplane™ (Logo)
Oshkosh Convention™
Oshkosh Fly-In™
OSHKOSH2023™
Oshkosh365™
Oshkosh™
Proficiency365®
Props for Women™
SkillScore®
Spirit of Aviation Week™
Sport Aerobatics™
Sport Aircraft Association™
Sport Aviation®
Sport Pilot Academy™
Sport Pilot™
SportAir®
TG & Design® (The Gathering Logo)
TG The Gathering & Design® (Logo)
The Gathering®
The Spirit of Aviation®
Warbirds of America®
We Put The Fun In Flying™
Women Soar Society™
WomenVenture™
World of Flight®
World's Greatest Aviation Celebration®
Young Eagles EAA and Design® (Logo)
Young Eagles®

Any mark or design that includes an explicit or implied reference to the City of Oshkosh or any location in or near Oshkosh with an aviation theme.

II. OPERATIONAL RULES & REGULATIONS

1. SHOW SCHEDULE

a. **EXHIBIT SETUP.** Exhibitors may begin set-up and installation of their exhibit area, site, space, display, tent and/or booth (collectively these may be referred to herein as, "**Exhibit Space**") on THURSDAY, JULY 20, 2023 at 8:00 AM and must be fully completed and ready for display by 9:00 A.M., Monday, July 24, 2023. Exhibitors must be registered by 12:00 Noon on July 23, 2024. If there is a conflict with travel plans, please notify the Exhibit Office.

i. Exhibitors that did not choose to have their check-in credentials packed and pre-shipped will check-in for credentials at the Exhibitor Check-In Point, located at the corner of Waukau Avenue and Foundation Road. Admission wristbands are provided free of charge for Exhibitor's convention staff, based on the number and type of booths assigned. Additional weekly and daily admission wristbands may be purchased. All Exhibitors and staff must wear a wristband at all times while on EAA and AirVenture grounds.

2. **EXHIBIT HOURS OF OPERATION.**

a. MONDAY, JULY 24 – SATURDAY, JULY 29 FROM 9:00 A.M. TO 5:00 P.M.

b. SUNDAY, JULY 30 FROM 9:00 A.M. to 4:00 P.M.; ULTRALIGHT AREA CLOSURES AT 3:00 P.M.

c. Exhibitor agrees to maintain and operate its complete Exhibit Space during all hours of operation for the entire duration of AirVenture. Exhibitor must ensure its Exhibit Space is open between these hours to actively promote its products and/or services, and to maintain a positive and consistent AirVenture experience for all attendees. Space allocation priority will not be available to any Exhibitor who fails to comply (See Section 32 of these Operational Rules and Regulations). Outdoor Exhibit Space may be open prior to 9:00 A.M. (8:00 A.M. at the earliest) and remain open after 5:00 P.M. (7:00 P.M. at the latest). Exhibitor is required to staff its Exhibit Space as stated above.

3. **BOOTH TEAR DOWN.** Sunday, July 30, 2023 at 4:00 P.M. is the official closing of all Exhibit Spaces. The Ultralight area will close at 3:00 P.M. Below is a timeline established by EAA for Exhibitor's dismantling of its Exhibit Space.

a. Sunday, July 30, 2023

i. 3:00 P.M. – 5:00 P.M.: EAA will pull aircraft from the aircraft display areas. This does not mean that Exhibitors may close the rest of their display down. Exhibit booths and tents must remain open until 4:00 P.M. (3:00 P.M. in Ultralight area).

ii. 3:00 P.M.: Tear down may begin in Ultralight display area ONLY.

iii. 4:00 P.M.: All exhibits close (Indoor, Main & North Aircraft Display and Fly Market).

iv. 4:00 P.M. – 5:00 P.M.: Aircraft departure; Exhibitors may manually tear down Exhibit Space.

v. 4:00 P.M. – 6:00 P.M.: GES will deliver fiber cases and cardboard boxes. Exhibitors that are unsure if Exhibitor's case qualifies to be delivered should contact GES for clarification.

vi. 5:00 P.M.: Exhibitors may pull vehicles (no semi-trailers) up to their building/space.

1. GES forklift services will not be available until Monday, July 31, 2023, at 8:00 A.M.

2. GES will deliver all empty crates overnight; they will be delivered to Exhibitors by 8:00 A.M.

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

Monday, July 31, 2023. Empty crates will not be available or delivered to the Exhibitor before this time.

b. Monday, July 31, 2023

- i. 8:00 A.M.: GES will start loading outbound shipments.
- ii. 8:00 A.M. – 6:00 P.M.: Exhibitor tear down with GES services.

c. Tuesday, August 1, 2023 – 8:00 A.M. – 5:00 P.M.: Exhibitor tear down.

d. Wednesday, August 2, 2023 – 8:00 A.M. – 5:00 P.M.: Exhibitor tear down.

2. AIR CONDITIONERS. Use of air conditioners in the Exhibit hangars is strictly prohibited.

3. AIRCRAFT ARRIVAL/PLACEMENT INFORMATION.

- a. How to Fly In To AirVenture? On or around July 1, 2023, EAA will send Exhibitor an e-mail with check-in process information which will contain a pass that Exhibitor will complete to indicate Exhibitor's Name and Site No.(s). This pass must be placed in the aircraft window upon landing. EAA's volunteer ground crew will direct you to the appropriate area and EAA's volunteer placement crew will place you into your Exhibit Space on a first come first served basis. **Note: All pilots flying in to AirVenture must be familiar with the FAA NOTICE!**
- b. Who Places Your Aircraft In Your Site? EAA has a wonderful team of qualified volunteers who will place your aircraft in your display area. Please be sure to thank them for all their hard work. Without them things would not run as smoothly as they do.
- c. Aircraft Placement Times. EAA volunteers will start placing aircraft on Thursday, July 20, 2023. EAA asks that all aircraft arrive no later than Sunday, July 23, 2023 for placement in your site. We will place aircraft from 8:00 A.M. to 5:00 P.M. from Thursday, July 20, 2023 through Sunday, July 23, 2023. Any aircraft arriving later than 5:00 P.M. on any one of these days will temporarily be placed overnight and moved in your display the following morning. If your aircraft arrives after 5:00 P.M. on Sunday, July 23, 2023 you run the risk of EAA not being able to accommodate your aircraft in your display space during AirVenture. Please keep in mind that Sunday July 23, 2023 is one of EAA's busiest days for Exhibitor Check-In and aircraft arrivals, so please feel free to arrive on or before Saturday, July 22, 2023, to avoid that traffic. All special arrival requests must be submitted to the Exhibit Office and must receive prior written approval from EAA.
- d. Have Your Site Ready. When designing your aircraft display, please keep in mind that EAA needs adequate clearance to maneuver your aircraft into your display for placement. If part of your design will interfere with the placement of your aircraft, we ask that you wait to erect it until your aircraft has been placed within your display. If your site is not ready upon your aircraft's arrival, your aircraft will be temporarily placed so that EAA can continue the aircraft placement process. When your site is ready, EAA will do its best to place your aircraft in your display as soon as reasonably possible.
- e. Contact Cards. If EAA has to temporarily place your aircraft in an area other than your display space, Exhibitor will be asked to fill out a contact card (Company Name, Site No.(s), Contact Person Name & Mobile Phone Number). This will help EAA locate Exhibitor or its representative when EAA is ready to place the aircraft in the display.

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

4. AIRCRAFT/ENGINE REGULATIONS.

- a. Aircraft Plans and Kits. In the event Exhibitor wishes or intends to offer aircraft plans and/or kits for sale at AirVenture and/or to advertise aircraft plans and/or kits for sale in EAA publications, then at least one example of such plans or kits must have: (i) received airworthiness certification by the FAA, or the civil aviation authority in the country of origin; (ii) reached the completion of any initial flight test requirement assigned by regulations and/or operating limitations; and (iii) satisfactorily demonstrated its advertised qualities.
- b. Engines. Exhibits for non-certified engines must meet the following requirements prior to being exhibited or offered at AirVenture and/or advertised in EAA publications:
 - i. An engine identical to the one to be promoted has been operated for a period of sixty (60) hours. The engine must have been operated in the configuration in which it will be operated on an aircraft - that is with the same electrical system, fuel system, cooling apparatus (baffling, radiator, etc.), and reduction unit (if applicable). The propeller may be a test club. The sixty (60) hours running time may be: (a) entirely on a test stand; (b) in an airframe (static); (c) flight time; or (d) any combination of (a) to (c).
 - ii. The running of engines in aircraft display areas (without prop) is authorized only if monitored and deemed safe by EAA Exhibit Co-Chairman and/or his or her designated representative, and if it is properly muffled so as not to disturb fellow Exhibitors. Exhibitor must supply the EAA Exhibit Office a letter stating that the test times as outlined above have been completed.
- c. Aircraft Movement. Aircraft display is STATIC DISPLAY ONLY. No aircraft movement is allowed. If Exhibitor displays an aircraft, it must be in place prior to the start of the opening day of AirVenture and may not be moved until AirVenture has officially ended. Violations will be subject to a movement fee of One Thousand U.S. Dollars (U.S. \$1,000.00) per aircraft, per occurrence, plus any other applicable remedies hereunder or at law.
- d. Ultralights/Hang Gliding. Participation in EAA sponsored events and/or publications is accepted with the following conditions: Ultralight products and services shall perform as represented. Aircraft and engines must have successfully operated for a minimum of ten (10) hours in the configuration advertised for sale.

5. **FOOD & BEVERAGES/ALCOHOLIC BEVERAGES AND INTOXICANTS.** An Exhibitor or sponsor may wish to hold a private (by invite only) function that includes food and beverages (non-alcoholic and/or alcoholic) within its Exhibit Space or at another designated location (a "**Private Event**"). With written approval from EAA, permission will be granted for such Private Events based on the event location and time and the date the request is made. All food being served at such Private Events must be provided by and contracted with an EAA approved and preferred caterer. **EXHIBITOR IS LEGALLY AND CONTRACTUALLY PROHIBITED FROM CONSUMING, SERVING, SELLING, OR OTHERWISE PROVIDING ANY ALCOHOLIC BEVERAGES IN ITS EXHIBIT SPACE OR ANYWHERE ELSE ON THE EAA OR AIRVENTURE GROUNDS, EXCEPT FOR ALCOHOLIC BEVERAGES PROVIDED BY EAA AS THE LICENSE HOLDER.** All alcohol beverage service must be provided by EAA and contracted with EAA's Director of Events, and Food & Beverage or other designated EAA Events team employee. All food and beverage (non-alcoholic and/or alcoholic) inquiries must be provided to events@eaa.org or (920) 426-6126.

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

6. **POLITICAL ACTIVITIES.** Exhibitors are prohibited from holding any kind of political fundraiser, campaign event, or engaging in other partisan political activity in their Exhibit Space or anywhere else on EAA or AirVenture grounds. "Political activity" includes, without limitation, all sales or distribution of political posters, pennants, and banners, pins, hats, caps, and other apparel, books, brochures, pamphlets, magazines, and other written materials; all political merchandise; and all other political materials of any kind. This rule is required because, as a 501(c)(3) organization, EAA is strictly prohibited from directly or indirectly participating or intervening in, any political campaign in support of, or in opposition to, any candidate for public office. **THERE ARE NO EXCEPTIONS.**
7. **ANTENNA/DISHES.** Small antennas/dishes are allowed in the Exhibit Space provided that they do not interfere with AirVenture radio activity and are approved, in writing, in advance by the Exhibits Office. Support equipment (e.g., antenna/dish installations on buildings) will be allowed if a written request has been made to the Exhibits Office and written authorization is provided by EAA prior to AirVenture. Only EAA's approved contractor may perform installation of antennas/dishes. EAA will provide a quote for the installation prior to work being started.
8. **ATTENTION-GETTING DEVICES.** Noisemakers, disruptive audio, flashing signs and other attention getting devices, in EAA's sole and absolute judgment, are prohibited in all Exhibit Spaces.
9. **CAMPING.**
 - a. Exhibit Space Camping. Exhibitors camping in their assigned space in the Fly Market, Main Aircraft Display and the Homebuilt Aircraft Display will be charged a flat camping fee. Please contact the Exhibit Office for pricing. Camping in Ultralight Exhibits is complimentary. No other camping in the Exhibit or display areas is permitted. Exhibitors who desire to camp in their assigned spaces shall register and purchase camping credential(s) on the Pass Request and Registration form.
 - b. Camp Scholler Camping. Exhibitors requesting to camp in Camp Scholler must be an EAA member. Exhibitor will need to register at the Main Admission Gate in Camp Scholler to purchase the appropriate credentials. Strictly NO CAMPING in the parking lots. Violators will be towed.
10. **CLEANING.** EAA will cause all aisles to be kept clean during AirVenture, including set up and tear down. To maintain maximum cleanliness, Exhibitors shall appoint a member of their staff to clean the Exhibit Space at the close of each day; debris should be placed neatly in the aisle where it will be collected by EAA. The Exhibitor will be responsible for additional cleaning as is required and shall keep its Exhibit Space clean and orderly at all times. **IF THERE IS ANY ONGOING RISK OF INFECTION RELATING TO COVID-19 OR ANY OTHER PANDEMIC OR KNOWN DISEASE, EXHIBITOR MUST COMPLETELY SANITIZE AND DISINFECT ITS EXHIBIT SPACE AND ALL HARD SURFACES AND MERCHANDISE AT LEAST AS FREQUENTLY AS REQUIRED OR RECOMMENDED BY CREDIBLE AND/OR AUTHORIZED EXPERTS AND AUTHORITIES, OR BY EAA. EAA may charge liquidated damages of One Thousand U.S. Dollars (U.S. \$1,000.00) per occurrence for cleaning Exhibitor's Exhibit Space either during or after AirVenture. Exhibitor agrees that such liquidated damages are reasonable and fair, and will pay any such liquidated damages promptly upon written notice from EAA.**
11. **DEMONSTRATIONS.** Any demonstrations that result in an increased likelihood of liability will not be allowed (e.g., fires). **NOTICE:** EAA will not assign indoor Exhibit Space to Exhibitors performing demonstrations using or involving drilling, sanding, machining, etc. If Exhibitor has any questions regarding product demonstrations, please contact EAA's Exhibit Office for clarification.

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

12. ELECTRICAL.

- a. Indoor Exhibits. All standard indoor exhibit booths provided by EAA are furnished with standard electrical service. A maximum of 750 watts or 6 amps at 120 volts.
- b. Outdoor Exhibits. All standard outdoor booths provided by EAA are furnished with standard electrical service (Main/Homebuilt Aircraft Display – 1500 watts or 12 amps at 120 volts; Fly Market – 750 watts or 6 amps at 120 volts). Electricity is not available in the Ultralight/Rotorcraft area.

13. EMERGENCY INFORMATION.

- a. Emergency Procedures Dial 911. In the event of an emergency, please dial "911". Be prepared to furnish the dispatcher with the location and nature of your emergency. The EAA Communication Center is open 24 hours each day throughout AirVenture, (920) 230-7800.
- b. On-Site Exhibit Office Contact. Contact the Exhibit Office during AirVenture to report an issue you may have or to receive messages, at (920) 230-7706 during July 18 – July 31, 2023. Please make sure that family members, business associates and others know your BOOTH NUMBER and COMPANY NAME when calling.
- c. Medical Facilities. EMS (Emergency Medical Services) is located north-east of the FAA Control Tower off Waukau Avenue. It is staffed by volunteer doctors and nurses and is open daily from 8:00 A.M. to 7:00 P.M.



14. **FIRE REGULATIONS.** Exhibitor shall not bring, hold or use any explosives or flammable materials on the EAA or AirVenture grounds, except those that are in strict compliance with fire ordinances and insurance requirements. If Exhibitor has any questions concerning this requirement, contact the Exhibit Office. Fire regulations prohibit the use of crepe paper, corrugated paper and cardboard, cloth draperies, or table covers that have not been flame proofed or treated for fire resistance. Exhibitors may contact the Oshkosh Fire Marshal at (920) 236-5241 or (920) 236-5242 for compliance requirements. **NOTE: This not a complete listing of the fire regulations, only an example of commonly violated regulations. The Fire Marshal may modify the below regulations at any time. The Fire Marshal has the ultimate authority over regulations under Local & State law.**

- a. All Indoor and Outdoor Exhibitors.
 - i. Fire Protection Certificate must be submitted to EAA by JULY 1, 2023 (See How to Exhibit/ Additional Forms of the online Exhibitors' Guide to fill out the Fire Protection Certification form.)
 - ii. For questions regarding the below Fire Regulations or compliance requirements, please contact the Fire Marshal at (920) 236-5241 or (920) 236-5242 or by visiting <http://www.ci.oshkosh.wi.us/Fire/prevention.htm>.

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

- iii. Materials used in the construction and decoration of an Exhibit Space must be flame retardant. Any Exhibitor not using GES's or Arena's material(s) in the construction and decoration of their Exhibit Space will be asked by the Fire Marshal to show certification of flame resistance. Fire extinguishers and other fire protection equipment must be provided in every Exhibit Space containing an outdoor tent as follows: One (1) 2A:10B:C type extinguisher must be provided in every tent having a floor area of more than 500 square feet but less than 1,000 square feet and also one (1) in each adjacent tent. One (1) additional 2A:10B:C type extinguisher must be provided for each additional 1,000 square feet or fraction thereof. Fire extinguishers are the responsibility of each Exhibitor.
 - iv. All cartons, crates, containers, and packing materials necessary for repackaging or other combustible items should not be stored behind drapes or display walls. All unwanted packing material should be deposited in the nearest trash receptacle. Exhibitors may contact the Fire Marshal at (920) 236-5240 for compliance requirements.
 - v. No fires are allowed in any Exhibit Space to demonstrate products, and absolutely no fuel is allowed in an Exhibitor's Exhibit Space.
- b. All Indoor Exhibitors.**
- i. Exhibitors shall not block fire extinguishers, exit ways, or exit doors, or cover exit signs under any circumstances.
 - ii. Booths and table curtains, table drapes and decorations must be fire retardant. (NFPA 701). No plastic table drapes are permitted. Table draping must be treated by the manufacturer or Exhibitor.
 - iii. Natural vegetation is only allowed as decoration if treated with fire retardant.
 - iv. Spark producing devices are allowed subject to the approval of the Fire Marshal. (A 2-½ pound Dry Chemical (2A) fire extinguisher is required). No open flame or open flame devices are allowed. No welding, soldering, or brazing is allowed.
 - v. Vehicles or trailers on display must contain less than five (5) gallons of fuel. The fuel fill cap must be taped over, and all batteries must be disconnected.
 - vi. Fueled accessories (generators, blowers, chain saws, etc.) must not be running or operable. Batteries must be disconnected if applicable. Little or no fuel in the fuel tank is permitted, and the fuel tank cap must be taped over.
 - vii. The Fire Marshal must approve the display or use of flammable and/or combustible liquid.
- c. All Outdoor Exhibitors.**
- i. All tents must be fire retardant (NFPA 701). Flame resistance labels must be on the tent fabric or manufacturer's certification. A tent shall not be located within 20 feet of buildings, other tents, parked cars, or internal combustion engines. There shall be no smoking permitted inside the tent and no smoking signs must be posted.
 - ii. A minimum of one (1) 2-½ pound Dry Chemical (2A:20B:C) fire extinguisher is required in each Exhibit Space. The maximum travel distance to a fire extinguisher shall be 75 feet. A fire extinguisher shall be mounted or secured to prevent accidental discharge. The fire extinguisher shall be nearby for welding and any other spark producing demonstrations or exhibits.

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

- iii. All Exhibit Space exits shall be spaced at approximately equal intervals and must swing out. Exit distance shall never exceed 100 feet. The number of exits located in an Exhibit Space shall conform to the following: (i) Two (2) exits at least 72 inches wide for an occupancy load of 10 to 199 persons; (ii) Three (3) exits at least 72 inches wide for an occupancy load of 200 to 499 persons; and (iii) Four (4) exits at least 96 inches wide for an occupancy load of 500 to 999 persons.
- iv. All aisles shall be at least 44 inches wide, be clearly marked, and maintained free and clear at all times to the public way. Guidewires, ropes, or supports shall not obstruct any means of egress, which shall include any aisle ways.
- v. Exit signs shall be installed over required exits. Lighted exit signs and emergency lighting are required if the tent is occupied at night.
- vi. No open flame or open flame devices are to be used unless prior approval is provided to the Exhibitor by the Oshkosh Fire Department.
- vii. No hay, straw, shavings or similar combustible materials shall be located within any assembly or occupancy type tent. Sawdust or wood chips inside tents shall be kept damp.
- viii. Fireworks shall not be used inside a tent.
- ix. Gas, liquid and solid fuel-burning heating equipment shall be designed to vent to the outside air. Such vents shall be equipped with approved spark arresters when required. All portions of the tent or canopies shall be not less than 12 inches from the flue or vent. All heating equipment shall comply with the ICC Electrical Code.
- x. Portable LP-gas containers 500 gallons or less shall have a minimum separation of at least 10 feet.
- xi. Refueling shall be performed in an approved location not less than 20 feet from any tent.
- xii. Generators shall be separated from tents and canopies by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means.

15. GENERATORS/COMPRESSORS. Exhibitor must contact the Exhibit Office and receive prior written approval for the use of generators in their Exhibit Space. No generators are allowed within indoor Exhibit Spaces. If approved, generators, air compressors or other engine or motor driven equipment are allowed within the outdoor Exhibit Space, but may not be operated before 6:00 A.M. or after 9:00 P.M. The EAA Exhibit Chairman, Co-Chairman and/or a designated representative are authorized to stop such use and demonstrations if safety, security, or other exhibitor or public complaints become a concern, in such Chairman, Co-Chairman and/or designated representatives sole and absolute discretion.

16. GIVEAWAYS. The State of Wisconsin requires that EAA, as the host of AirVenture, obtain and maintain information on any giveaway promotions by any entity or individual taking place during AirVenture. Because EAA must comply with Wisconsin law, and given EAA also wishes to serve EAA members and AirVenture attendees who inquire as to the winners of a particular giveaway, EAA requires all Exhibitors register any and all giveaway promotions with the Exhibit Office and timely advise EAA of the winner(s) name(s), once determined.

17. HEATERS. The marketing of heaters (for hangars and aircraft) is allowed in Exhibit Space, however, the operation of heaters INDOORS is NOT ALLOWED. The safety and comfort of both the Exhibitor and the public is EAA's highest concern.

18. HEIGHT RESTRICTIONS.

- a. Indoor Height Restriction. Indoor Exhibitors may install, at their own expense, special signs, displays, counters, shelving and similar items not to exceed eight (8) feet in height along the rear of the booth and eight (8) feet in height along no more than one half (1/2) of the side dividers from the rear of the booth. In designing and setting up an Exhibit Space, each Exhibitor shall comply with the following requirements: (a) No materials may be hung from the building structure (e.g., no guy wires from building to rafters, no signs attached to walls); and (b) Shelving, signs, etc., extending above the side dividers must be approved in advance by EAA and have the backside thereof covered to the satisfaction of the EAA Exhibit Chairman, Co-Chairman and/or designated representative. Any deviation from the standard booth size must have prior written approval by the Exhibit Office along with a diagram of the booth set-up.
- b. Outdoor Height Restriction. Outdoor displays may not exceed twenty-five (25) feet in height.

19. **INFLATABLES.** Inflatables (including helium balloons) are not allowed within indoor or outdoor displays.

20. MEDIA/RECORDINGS POLICY.

- a. EAA acknowledges that the taking and making of Recordings (of any nature, to include moving and still images, sound, etc. regardless of the means of capture or storage used - e.g. film, digital, video, or other format/media) allows attendees to capture the excitement and color of AirVenture, and provides them with a personal record of their experience at the event. To that end, EAA permits those individuals attending AirVenture to make such Recordings for their personal enjoyment only.
- b. As the creator and producer of AirVenture, EAA has a great investment in the intellectual property rights to the event. EAA takes this investment seriously, and has an obligation to protect it on behalf of its membership - not only during the event but on a continuing, perpetual basis. EAA retains all worldwide rights to AirVenture and to any video or audio recordings ("**Recordings**") or images taken at or of AirVenture, either on or off EAA grounds.
- c. EAA is the owner of trademarks, copyrights and other proprietary rights connected to the Experimental Aircraft Association, Inc., and the AirVenture event. The event and organization names may be used for news purposes and consistent with the First Amendment. Nothing in these Contract Terms authorizes or allows violation or infringement of any EAA trademarks, copyright or other proprietary rights.
- d. The sale or use of any Recording of any aspect or activity connected with AirVenture (including but not limited to aircraft, crowds, air shows, forums, exhibits, etc.) for commercial purposes without EAA's written permission is strictly prohibited, not only during the event but on a continuing, perpetual basis, except as may be expressly permitted by a written agreement with EAA. This includes, but is not limited to, "Non-linear" use such as archived television content on the Internet, television content available on a video - on- demand basis, and television content made available via PVR downloads. This also includes images distributed through electronic formats that include (but are not limited to) cellular, personal communications services and other methods of providing content to handheld digital devices pages, specialized mobile radio and wireless internet (including WiFi).
- e. Legitimate media representatives seeking to cover EAA events must first seek accreditation from EAA. EAA grants accreditation at its discretion, and requires that any Recordings made are used ONLY by

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

the publication(s) the media representative is officially representing, and only for the purposes stated in the accreditation request. Any accreditation or permission which may be granted is not assignable or transferable, and the use of said Recordings or accounts by any other publication(s) or for other purposes is strictly prohibited, unless additional written permission is obtained by said publication(s) from EAA. The taking of Recordings for such uses as photo or video stock houses is also prohibited, unless written permission from EAA has first been obtained.

- f. This Media/Recordings Policy also prohibits use of AirVenture Recordings, and EAA trademarks and trade names in secondary promotional usages, such as promotional portfolios, websites and other settings that endorse a specific photographer or company. Written permission must be obtained before such uses are allowed.

21. MERCHANDISE SELLING.

- a. Exhibitor shall not display, license, rent or sell any goods other than those manufactured, licensed, rented or sold by Exhibitor in the regular course of its business.
- b. Exhibitor shall not sell or distribute any type of kite, Chinese lantern or balloon; any type of motorized mini-bike, bicycle, skateboard, scooter, Segway, golf cart, or other vehicle or means of transportation other than standard three- or four-wheeled mobility scooters; any object or device that in EAA's sole judgment is a safety risk; or any food or drink.
- c. Exhibitor shall not make any solicitation or sales of credit cards.
- d. Exhibitor shall not use any photos or videos taken at AirVenture for commercial gain.
- e. Exhibitor staff shall not leave their Exhibit Space to accost or approach potential customers in the aisle.
- f. EAA reserves the right to bar from any Exhibit Space any material, literature, person, or thing that is not, in EAA's sole and absolute discretion, consistent with the character, purpose and/or objectives of EAA or of AirVenture. Prohibited items include, without limitation, items displaying, glorifying or supporting racist or other discriminatory or hateful attitudes (including historical items of such nature), or of an unacceptable sexually suggestive or explicit nature, in EAA's sole judgment. For example, Nazi propaganda and the Confederate flag, and similar materials, are prohibited.

22. MUSIC LICENSING. It is the Exhibitor's responsibility to obtain the proper license if Exhibitor chooses to use copyrighted music in its Exhibit Space. Music licensing is a legal requirement.

23. PETS. No pets are allowed on AirVenture grounds. Service Animals, as defined under the Americans with Disabilities Act ("ADA"), are permitted. (Note that emotional support animals, comfort animals, and therapy animals do not meet the definition of Service Animals under the ADA.)

24. RADIO SPECTRUM POLICY.

- a. Exhibitor shall not operate any wireless communication or other device that operates within any of the following frequency ranges: 902-928 MHz, 2.400-2.500 GHz, 3.650-3.700 GHz, 5.150-5.350 GHz, 5.470- 5.900 GHz, or 24.000-24.250 GHz, nor any other device that interferes with communications used in the operation of AirVenture and related activities and/or offerings.
- b. Microphones/Audio Visual and other similar equipment are not to be used in Exhibit Space. Past abuse and disregard for neighboring Exhibitors has forced the Exhibit Committee to monitor video recording machine use. We ask that Exhibitor designs Exhibitor's Exhibit Space so that DVDs allow for

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

customer viewing without blocking aisles and the efforts of your neighboring Exhibitors.

25. **RAFFLES.** Raffles, lotteries, and other activities involving consideration for “chance” are strictly prohibited.
26. **RESTRICTIONS.** EAA reserves the right to restrict Exhibit Space which, because of noise, method of operation or any other reasons, become objectionable. Please plan appropriate booth size. If many people are expected to congregate at one time, demonstration areas should not be placed on the aisle line of the Exhibit Space. Normal aisle traffic may not be interfered with at any time.
27. **SAFETY.** While on the AirVenture grounds, Exhibitor shall comply with the general requirements imposed upon the public and any special AirVenture requirements concerning safety, health, and welfare.
28. **SHIPPING.** Exhibitor shall not ship anything to Wittman Regional Airport, Oshkosh, Wisconsin. Exhibitor shall comply with the shipping instructions below for shipping booth/products to AirVenture. All items shipped to EAA or the Exhibit Site that do not use the addresses below will be refused and sent back.
 - Advanced Shipments to EAA Warehouse (Shipments to arrive on or between June 15 - July 14, 2023): GES, EAA AirVenture Oshkosh 2023, Exhibiting Company Name, Booth Number, TForce Freight, 1700 Tower Dr., Kaukauna, WI 54130, USA.
 - Direct Shipments to Exhibit Site (Shipments will be accepted between July 20 – July 30, 2023): GES, EAA AirVenture Fly-In 2023, Exhibiting Company Name, Booth Number, Wittman Field, 1001 W. Waukau Ave., Oshkosh, WI 54902, USA.
29. **SIMULATORS (AMUSEMENT RIDES).** Exhibitors who operate aircraft simulators or other “Amusement Rides”, as defined in the Wisconsin Administrative Code, must register with the Wisconsin Department of Safety and Professional Services (DSPS). Section 334.04(1) of the Wisconsin Administrative Code requires that amusement rides be registered with the DSPS annually. Definition of Amusement Rides (Wis. Stat. § 101.19(1b)(b)): “‘Amusement or thrill ride’ means any device that carries frequenters in an unusual, entertaining or thrilling mode of motion or any vehicle providing entertainment or transportation to, from or within an amusement area.” Registration for Simulators and other Amusement Rides is the exclusive responsibility of the Exhibitor. EAA will enforce the registration of all Amusement Rides, which is mandatory by the State of Wisconsin. Exhibitors may obtain information on Amusement Ride regulations from: DSPS Industry and Services Division, 4822 Madison Yards Way, Madison, Wisconsin 53705, (608) 266-2112, <https://dsps.wi.gov/Pages/Programs/AmusementRides/Default.aspx#> .
30. **SITE IMPROVEMENTS.** Outdoor Exhibitors may enhance their Exhibit Space by trees or shrubbery that are no taller than twelve (12) feet. Any outdoor Exhibitor requesting to enhance its Exhibit Space by other means such as, without limitation, concrete improvements or non-mobile structures, must submit the Site Improvement Request form located on the “How to Exhibit” webpage under additional forms, for approval by EAA, to the Exhibit Office for approval by EAA no later than December 31, 2022. See the Service Contractors area on the Exhibitor Portal Page for approved landscapers.
31. **SMOKING.** Exhibitor and its employee, agents, volunteers, guests and contractors shall not smoke in Exhibit buildings, or within twenty-five (25) feet of any aircraft located on EAA grounds, or in areas posted with No Smoking signs.
32. **SOLICITATIONS/DEMONSTRATIONS.** All business solicitations/demonstrations must be confined exclusively to registered Exhibitors in their Exhibit Space. Advertising material of any description may be displayed and distributed only within the Exhibit Space assigned to the Exhibitor presenting such material.

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

33. SPACE ASSIGNMENT & PRIORITY RATING.

- a. Application for Exhibit Space must be made directly to EAA.
- b. Exhibit Space assignments will begin in September 2022. EAA will attempt to accommodate each applicant's preferred location. However, if all Exhibit Space choices indicated by an applicant are unavailable, EAA will assign the best available Exhibit Space, in EAA's sole and absolute discretion.
- c. All Exhibit Space floor plans and layouts are subject to change. EAA reserves the right to rearrange the AirVenture schedule, floor plans, layouts, etc., and to relocate any Exhibitor and any Exhibit Space, at any time and for any reason. Exhibitor agrees that any such rearrangement or relocation shall not affect Exhibitor's obligation to pay the fee amount.
- d. Exhibitor cancellation of Exhibit Space must be made in writing to the Exhibit Office via e-mail or mail.

34. 2023 APPLICATION/PAYMENT DEADLINES

- a. Discount Registration: (2% discount, if paid in full).....9/1/2022
- b. Priority Rating*: (first right of refusal).....9/1/2022
- c. Regular Registration: (2023 posted rates).....9/2/2022 - 3/31/2023
- d. Late Registration: (2% added to posted rates).....Begins 4/1/2023
- e. Application and payment Q&A.

i. **What is the discount registration?** EAA is offering a discounted Exhibit Space rate to those applicants that submit their Application with full payment by September 1, 2022. Instead of paying the 2023 rates applicants can book your space with a 2% discount off of the posted prices.

ii. **How to retain your Prior Year's Exhibit Space?** Applications for AirVenture 2023 Exhibit Space must be submitted directly to EAA with a 50% deposit paid by September 1, 2022, with the remaining balance due by December 31, 2022. If Exhibitor's Application is submitted after September 1, 2022, there is no guarantee Exhibitor will be able to reserve the same Exhibit Space that Exhibitor had at AirVenture 2022.

* Note that any Exhibitor that failed to maintain and operate its Exhibit Space during all exhibit hours of operation for the entire duration of AirVenture 2022 will not receive any space allocation priority in 2023.

iii. **How to expand or relocate your Prior Year's Exhibit Space?** Application for AirVenture 2023 Exhibit Space must be submitted directly to EAA with a 50% deposit paid by September 1, 2022, with the remaining balance due by December 31, 2022 to guarantee Exhibitor is included in the first round of Exhibit Space assignments. Exhibitor is responsible for making sure that its expansion or relocation request is clear and obvious on the submitted Application.

iv. **How do new Exhibitors apply for Exhibit Space?** Application for AirVenture 2023 Exhibit Space must be submitted directly to EAA with a 50% deposit paid by September 1, 2022, with the remaining balance due by December 31, 2022 to guarantee Exhibitor is included in the first round of Exhibit Space assignments.

v. **When will Exhibit Space placement begin?** Exhibit Space assignments will begin September 9 2022. EAA will start by placing all applicants who participated as an Exhibitor at AirVenture 2022, who have submitted their Application by the September 1, 2022 deadline and who are

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

requesting to retain their 2022 Exhibit Space. EAA will then follow the "Priority Rating for Exhibit Space Allocations", as set forth below, for all Exhibitors requesting to expand and/or relocate their Exhibit Space, along with all new Exhibitors. EAA will attempt to accommodate each applicant's preferred Exhibit Space location; however, if all Exhibit Space choices indicated by applicant are unavailable, EAA will assign the best available space, in EAA's sole and absolute discretion, unless applicant indicated on application to be contacted with options.

f. Priority Rating for Exhibit Space Allocations.

Priority 1 – EAA Partners/Past Aviation-Related Exhibitors

- Total Partnership
- Longevity (consecutive)
- Aviation-related
- Lottery Draw

Priority 2 – Aviation-Related New Exhibitors

- Registered Date
- Lottery Draw

Priority 3 – Non-Aviation-Related Past Exhibitors

- Registered Date
- Longevity (consecutive)
- Partnership
- Lottery Draw

Priority 4 – Non-Aviation Related New Exhibitors

- Registered Date
- Lottery Draw

Priority 5 – Applications Postmarked/e-mailed after September 1, 2022

- Product Type
- Registered Date
- Lottery Draw

*** Note that any Exhibitor who fails to maintain and operate its Exhibit Space during all hours of operation for the entire duration of AirVenture will not receive any Exhibit Space allocation priority in the following year.**

35. VEHICLES AND MOBILITY DEVICES. The use of golf carts, mini-bikes, bicycles, Segways, and other personal vehicles and mobility devices are generally prohibited on the AirVenture grounds, except for standard four-wheeled or three-wheeled mobility scooters, whether owned by the rider or rented from EAA's authorized on-site vendor. Persons who require use of a personal mobility device because of a mobility disability may obtain a special sticker for his or her own qualifying mobility device, issued by EAA Security personnel under EAA guidelines. Golf carts are not permitted as mobility disability devices.

- Display. If Exhibitor requires the use of a vehicle in its Exhibit Space during show hours, Exhibitor must contact EAA's Exhibit Office and receive prior written approval.
- Movement. All approved display vehicles must be in place in the Exhibit Space prior to the start of the opening day of AirVenture and may not be moved until AirVenture has officially ended. Violations

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

will be subject to a movement fee of One Thousand U.S. Dollars (U.S. \$1,000.00) per vehicle, per occurrence, plus any other applicable remedies hereunder or at law.

- c. Parking. Exhibitor parking is located in G Lot, which is north of Waukau Ave.
- d. Site Access. Exhibitors may drive vehicles with proper vehicle passes onto the AirVenture grounds to re-stock product before the exhibits open (7:00 A.M. – 9:00 A.M.) and one (1) hour after Exhibit Space closes (5:00 P.M. – 6:00 P.M.). Unapproved vehicles on AirVenture grounds other than during these times will be towed at the owner's sole cost and expense. During AirVenture hours vehicles shall be parked in the assigned Exhibitor parking lot. Trailers and oversized vehicles will park in an area designated by EAA. **There are no exceptions.**

36. WIRELESS.

- a. Cost. EAA's wireless local area network (Wi-Fi) is complimentary (at no charge) from July 24, 2023 through July 30, 2023.
- b. Service Level. Exhibitors will find the Wi-Fi inside each Hangar A-D as well certain areas on EAA and AirVenture grounds as illustrated in the AirVenture Visitor's Guide or depicted by EAA Wi-Fi signage displayed in coverage areas. Outdoor exhibitors may only see the SSID if they are in very close proximity to one of these areas. The Wi-Fi is a BEST EFFORT service, with no guarantee of connectivity or performance. Exhibitors are encouraged to use the SSID "EAAVENDOR" where visible as you will be given prioritized service when using this network. If guaranteed service is required for Exhibitor's operations or activities at AirVenture, please make arrangements for fixed, hardwired access to be provided.
- c. What You Will Need. A computer or wireless device that supports the 802.11g Wi-Fi standard at minimum. Please refrain from using personal wireless routers or mobile Wi-Fi hotspots (as they may interfere with EAA's wireless system). All rogue Wi-Fi devices are subject to deactivation.
- d. Configuration. Configure your wireless network card (device) TCP/IP settings to "Obtain an IP address automatically." Make sure your internet browser is automatically detecting settings (i.e., not using manual settings or an automatic configuration script). The browser should also not be using a proxy server.
- e. Setup. Have your wireless network card (device) associate with the SSID "EAAVENDOR." Input the password (will be issued the password in your 2023 check-in packet). After association, you should have an IP address automatically assigned and can begin using the service. If you have difficulty connecting, please contact the EAA Wi-Fi Help Desk number at (920) 230-7831 for assistance or to report an issue.

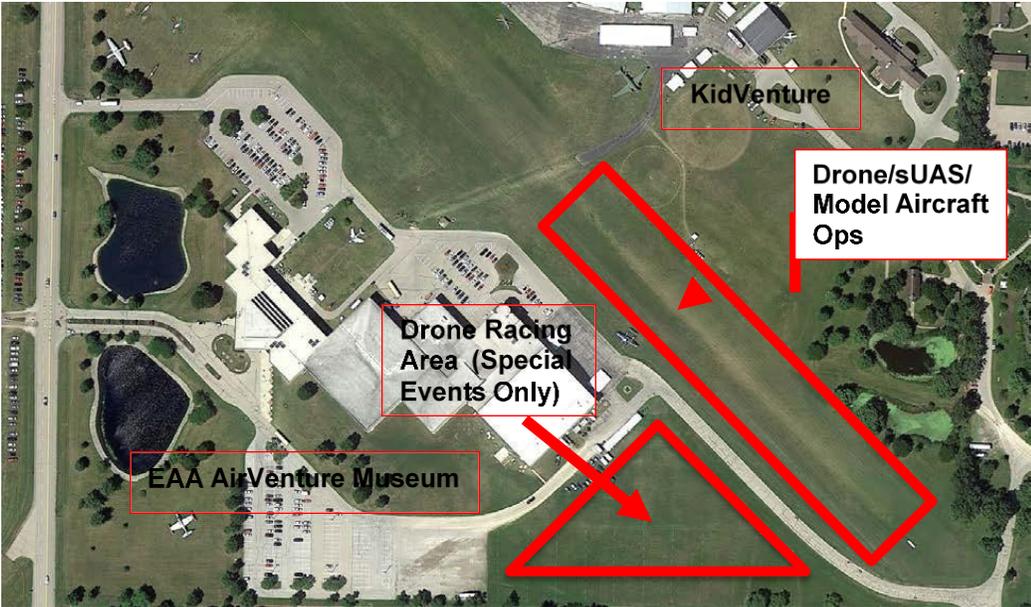
- 37. DRONE/sUAS/MODEL AIRCRAFT OPERATIONS.** As small-unmanned aircraft systems continue to increase in sophistication, popularity, and sales, it has become necessary for EAA to issue a clear policy regarding all Drone/sUAS/Model Aircraft operations on the EAA grounds during AirVenture. Utilizing much of the existing Academy of Model Aeronautics ("AMA") model aircraft safety code, the following restrictions are issued regarding any operation of these types of devices during the entirety of AirVenture. All Drone/sUAS/Model aircraft may only be flown in the designated outdoor area (see attached diagram) adjacent to the EAA Aviation Museum™ on EAA grounds, Monday – Saturday during the hours of 7:00 P.M. to 9:30 P.M. **Operations not sponsored by EAA on any part of EAA or Wittman Regional Airport property are prohibited.** *This policy is not applicable*

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT

to KidVenture®, pre-approved AirVenture acts incorporating Drones/sUAS/Model Aircraft as part of their performance, or any other operations sponsored by EAA. **The following limitations will be in effect for operations in the designated model aircraft area during AirVenture.**

- a. Drone/sUAS/Model Aircraft Pilots Must:
 - i. Be Academy of Model Aeronautics (“**AMA**”) members.
 - ii. Never fly in a careless or reckless manner.
 - iii. Fly aircraft registered under Federal Aviation Administration sUAS registration program, if greater than 0.55 pounds.
 - iv. Fly aircraft less than or equal to five (5) pounds takeoff weight.
 - v. Not fly more than sixty (60) miles per hour.
 - vi. Only operate 2.4 GHz radios (no 72 MHz radios allowed).
 - vii. Not fly for compensation or hire.
 - viii. Never fly directly over unprotected people, vehicles, or structures, and/or in a manner that endangers the life and property of others.
 - ix. Never fly at a location where model aircraft activities are prohibited.
 - x. Always yield the right-of-way to all human-carrying aircraft.
 - xi. See and avoid all aircraft and utilize a spotter when appropriate (See AMA Document #540-D, attached hereto).
 - xii. Not operate first-person view (FPV) devices (persons not acting as PIC or as a required observer may use such devices).
 - xiii. Never fly higher than four hundred (400) feet above ground level.
 - xiv. Ensure the aircraft is identified with the name and address or AMA number of the owner on the inside or affixed to the outside of the model aircraft.
 - xv. Not operate aircraft with metal-blade propellers or with gaseous boosts except for helicopters operated under the provisions of AMA Document #555.
 - xvi. Never operate model aircraft while under the influence of alcohol or while using any drug that could adversely affect the pilot’s ability to safely control the model (including both prescription and over-the-counter medications).
 - xvii. Not operate model aircraft carrying pyrotechnic devices that explode or burn, or any device which propels a projectile or drops any object that creates a hazard to persons or property.

EAA® AIRVENTURE® OSHKOSH™ EXHIBITOR APPLICATION CONTRACT



Academy of Model Aeronautics

5161 East Memorial Drive Muncie, Indiana 47302
(800) 435-9262 – Membership Services
www.modelaircraft.org



“SEE AND AVOID” GUIDANCE

A. General:

1. The primary means to avoid collisions between all aircraft flying within our National Airspace System (NAS) is “See and Avoid.”
2. Vigilance must be maintained by each person operating an aircraft (whether model or manned) so as to “see and avoid” other aircraft.
3. Model aircraft must avoid manned aircraft. Our privilege to fly model aircraft in the NAS depends on our commitment to remain “well clear” of manned aircraft.
4. Simply avoiding an actual collision is not enough. A “near miss” is not acceptable.
5. Unless flying at a mixed-use site where manned and model aircraft routinely share airspace through their own site-specific rules, model aircraft must fly sufficiently far away from manned aircraft so as not to create a collision hazard.
6. Model aircraft flying must not only be safe, it must be perceived to be safe by the greater manned aviation community. Modelers must continually demonstrate their respect for the safety of manned aircraft by remaining vigilant and well clear.
7. Whenever a potential conflict arises between model aircraft and manned aircraft, the pilot of the model aircraft must always give way to the manned aircraft.
8. The pilot of a model aircraft must never assume the pilot of a manned aircraft can see the model or will perform any maneuver to avoid the model’s flight path.
9. Visual Line of Sight is required by the Safety Code. It means that visual contact with the aircraft must be maintained without enhancement other than by corrective lenses prescribed for the model aircraft pilot. All RC flying must remain clear of clouds smoke or any other obstruction to the line of sight.
10. “Blue Sky” is a term used to explain the method used to increase separation between a model and a manned aircraft in the same vicinity. The modeler should maneuver the aircraft in such a way as to increase the amount of blue sky perceived between the model and the manned aircraft. By increasing the blue sky separation, the question about depth perception is taken out of the equation and the modeler need not worry whether the model is closer to him than the manned aircraft or further away. Increasing the blue sky between the model and the manned aircraft automatically increases separation between them.

Academy of Model Aeronautics 5161 East Memorial Drive Muncie, Indiana 47302
(800) 435-9262 | Membership Services | www.modelaircraft.org

Academy of Model Aeronautics

5161 East Memorial Drive Muncie, Indiana 47302
(800) 435-9262 – Membership Services
www.modelaircraft.org



11. A modeler should never place any consideration for the well-being of the model aircraft above the safety of manned aircraft. Maneuvering to avoid the conflict may require that the model aircraft be sacrificed.

12. Free flight models should not be launched with relatively low altitude manned aircraft in sight and downwind or headed downwind from the launch site.

B. Spotters:

1. Before a flight, the pilot must insure that the spotter understands his/her duties and expectations.

2. A spotter should be used to assist in monitoring the surrounding airspace for manned aircraft whenever a flight is expected to exceed 400 feet above the ground and that operation is expected to be in proximity to known manned aircraft traffic such as at a mixed-use facility or within three miles of an airport. The spotter must have sufficient visual acuity and be mature enough to take this responsibility very seriously.

3. A spotter should also be prepared to assist his/her pilot in the event that another model aircraft or spectators become endangered or in turn are perceived to be a danger to the pilot or the pilot's model aircraft.

4. If a model aircraft pilot experiences what he or she considers a near miss with a manned aircraft, that model aircraft pilot should notify AMA Headquarters with a written report of the incident, including action taken by the model aircraft pilot to avoid the manned aircraft. This report is intended to help the modeler, the club, and the AMA capture as much detail as possible so that it may be used to assist all parties in recalling the particulars of the incident at a later time. Call 1-800-435-9262 (1-800-IFLYAMA) extension 230 or 251 for assistance with this report.

Academy of Model Aeronautics 5161 East Memorial Drive Muncie, Indiana 47302
(800) 435-9262 | Membership Services | www.modelaircraft.org