

CHICKASHA MUNICIPAL AIRPORT AUTHORITY

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
MARCH 7, 2022

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

1. **Call to Order / Roll Call.**
2. **Consent Docket:**
 - a. Acceptance of the Minutes of the February 21, 2022 regular meeting.
 - b. Acceptance of the Claims List.
 - c. Accept and ratify Council Item 6 l - waive the bidding process and authorize the purchase from Standley's Systems, which is an authorized local vendor under state contract SW103s.
3. **Discussion/Approval of Items Removed from Consent Docket:**

4. Consideration and Discussion Items:

- a. Discussion, consideration and possible action to enter into a contract with David Schultz Airshows LLC for 2022 Chickasha Wings & Wheels Airshow Coordination in an amount not to exceed \$5,750 and authorize City Manager to execute the same.

5. Motion for Adjournment.



City of
CHICKASHA

Meeting Type: CMAA Agenda 3-7-2022

Meeting Date: 3/7/2022

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the February 21, 2022 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the February 21, 2022 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Susan M. McDaniel, City Clerk

Meeting Date:

March 7, 2022

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

V. ATTACHMENTS:

1. CMAA 2-21-2022

February 21, 2022

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AIRPORT AUTHORITY** was held in the council chambers in city hall on the 21st day of February 2022 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Mosley called the meeting to order at 6:45 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

Chris Mosley, Chairman
Zachary Grayson, Vice-Chairman
David Sikes
Georgianne Hebblethwaite
Kelly Boyd
Brian Gerdes
Nate McCalla

ABSENT:

Oscar Nelson
R P. Ashanti-Alexander

STAFF

PRESENT:

Tyler, Brooks, City Manager
Amanda Mullins, City Attorney
Cindy Rogers, Finance Director
Susan M. McDaniel, City Clerk
Chief Rowell, Police Chief
Lillie Huckaby, Library Director
Tony Samaniego, Fire Chief
Rachel Bernish, Community Development Director
Shae Mortimer, Marketing & Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a thru ITEM 2d

ITEM 2a.

Acceptance of the Minutes for the February 7, 2022, regular meeting.

ITEM 2b.

Acceptance of claims list.

ITEM 2c.

Acceptance of the Financials for January 2022.

ITEM 2d. Accept and ratify Resolution 2022-03R amending the FY 21-22 Budget.

*Motion by Trustee Sikes, second by Trustee Boyd to approve Item 2a thru Item 2d.

Roll call vote:

Ayes:” Boyd, Grayson, Hebblethwaite, Gerdes, Sikes, McCalla and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 7-0

ITEM 3. Discussion / Approval of Items Removed from Consent Docket:

No action taken on Item 3.

ITEM 4. Discussion and Consideration:

ITEM4a. Discussion, consideration, and possible action to accept approximately 240 acres, more or less, located in the East ½, Section 7 and the SE ¼, Section 6, T7N, R7W, Grady County, Oklahoma (commonly referred to as the Chickasha Industrial Park) from the Chickasha Industrial Authority.

*Motion by Trustee Member Sikes and second by Trustee Member Grayson to accept approximately 240 acres, more or less, located in the East ½, Section 7 and the SE ¼, Section 6, T7N, R7W, Grady County, Oklahoma (commonly referred to as the Chickasha Industrial Park) from the Chickasha Industrial Authority.

Roll call vote:

“Ayes:” Grayson, Sikes, Hebblethwaite, Gerdes, McCalla, Boyd and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 7-0

ITEM4b. Discussion, consideration, and possible action to solicit RFQs for qualified consulting firms for qualified consulting firms for the development of airport project documents, planning, construction plans and specifications, and construction oversight, and project management for various projects at the Chickasha Municipal Airport.

*Motion by Trustee Member Gerdes and second by Trustee Member Grayson to solicit RFQs for qualified consulting firms for qualified consulting firms for the development of

TIME 6:45 P.M.

airport project documents, planning, construction plans and specifications, and construction oversight, and project management for various projects at the Chickasha Municipal Airport.

Roll call vote:

“Ayes:” Grayson, Sikes, Hebblethwaite, Gerdes, McCalla, Boyd and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 7-0

ITEM 5. **Motion to Adjourn.**

*Motion by Trustee Boyd, second by Trustee Hebblethwaite to adjourn.

Meeting adjourned.

TIME: 6:48 PM

Approved this 7th day of March 2022.

Chris Mosley, Chairman

(ATTEST)

Susan M. McDaniel, City Clerk



City of
CHICKASHA

Meeting Type: CMAA Agenda 3-7-2022

Meeting Date: 3/7/2022

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Cindy Rogers, Finance Director

Meeting Date:

March 7, 2022

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 3-7-2022

Meeting Date: 3/7/2022

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to enter into a contract with David Schultz Airshows LLC for 2022 Chickasha Wings & Wheels Airshow Coordination in an amount not to exceed \$5,750 and authorize City Manager to execute the same.

I. BACKGROUND/DESCRIPTION:

The contract provides for:

- Payment of \$5,750 for services
- Lodging
- Payment for additional site visits, if necessary
- Event Site Access
- Smoke Oil Transportation/Power Requirement
- Site Logistics
- Site Ramp Transportation
- Communications
- Event Location Emergency Plan
- Conference Room
- Airshow Announcements
- Airshow Advertisements
- Allowance for Signage
- Photo Copyright Acknowledgement

II. RECOMMENDED ACTION:

Approve contract with David Schultz Airshows LLC for 2022 Chickasha Wings & Wheels Airshow Coordination in an amount not to exceed \$5,750 and authorize City Manager to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Shae Mortimer, Marketing & Civic Engagement Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: Monday, March 7, 2022	39-539-5210-004		\$5,750

V. ATTACHMENTS:

1. Chickasha 2022-DSA Contract-R0



Corporate Headquarters
David Schultz Airshows LLC
365 Sunset Ridge Road
Clearfield, PA 16830
Tel (814) 765-8520

Regional Offices
David Schultz Airshows LLC - Atlanta
213 Grant Road
Brooks, GA 30205
Tel (770) 355-0070

David Schultz Airshows LLC - Oklahoma
1003 N Mississippi Avenue
Ada, OK 74820-2211
Tel (580) 421-7132

Email: airboss@schultzairshows.com

www.schultzairshows.com

Airshow Sponsor: _ Chickasha Municipal Airport Authority
Airshow Date(s): _ June 04, 2022 (Rehearsal 06/03/2022)
Airshow Location: _ Chickasha Municipal Airport, Chickasha, OK

Contract of Airshow Coordination

This Contract is a total of 3 pages.

The above referenced Airshow Sponsor (hereby referenced as the SPONSOR) hereby agrees to pay David Schultz Airshows LLC (DSA) the Contract Price as shown below for the following services rendered in support of the Chickasha Wings & Wheels on Chickasha Municipal Airport (hereby referenced as the EVENT) currently scheduled for the dates referenced above. A signed copy of this contract along with a non-refundable deposit of \$1,500 is due upon receipt of this contract but no later than February 28, 2022. The show date(s) requested above will only be reserved once the deposit is received. The required deposit is to be mailed to the DSA Corporate Headquarters address above. The remaining balance of the contract amount shall be made payable to "David Schultz Airshows LLC" no later than the last day of the event.

Contract Price: \$5,750 (1-day public event on 06/04/2022 and a Friday Rehearsal Event on 06/03/2022)

Cancellation Terms

This is not to be considered an AT-WILL Contract. This contract shall remain whole and is not subject to cancellation in parts or particular services once executed. Cancellation is not permitted after April 1, 2022 unless the entire event is cancelled. After April 1, 2022, cancellation of contract will result in cancellation charges equal to the contract amount of \$5,750 minus any deposit as mentioned above. Cancellation of this Contract cannot be due to hiring of a competitive services provider for any or all services listed in this contract, nor after confirmation of a military demonstration team at your location.

David Schultz Airshows LLC (DSA) will provide the following services to the EVENT and the SPONSOR:

1) David Schultz Airshows LLC will provide the following personnel for your event:

<u>Description</u>	<u>No. of Personnel</u>	<u>Arrival Date</u>	<u>Departure Date</u>
☒ RAB/MV Certified Professional Airboss	1	06/03/2022	06/04/2022
☒ Professional Ground Operations Staff	1	06/03/2022	06/04/2022
☒ Professional Announcer (less sound system)	1	06/03/2022	06/05/2022
☐ Jet Team Project Manager			

2) David Schultz Airshows LLC will provide the following services for your event:

<u>Description</u>	<u>Detailed Information</u>
☒ Military Aircraft Acquisition Services	- DD2535/1 CAD Submittal and Approval. DSA will contact available military aircraft squadrons and will, to the best of their ability, acquire aircraft for the static and aerial displays of the EVENT and will be the sole point of contact for military units participating in the event per these approvals.
☒ Civilian Aircraft Contract Solicitation & Review	- DSA will coordinate with local FAA offices for the airshow waiver, filing of the NOTAM, and the TFR for the EVENT. DSA will review civilian aviation contracts in support of the event prior to signing of formal contract between the SPONSOR and the performer. Review of civilian performer contracts by our company is for the protection of the SPONSOR from excessive requirements from performers that would increase the costs to the airshow (i.e. additional engine oils, fuel, hotel rooms, cars, etc.) Aircraft acquisition from civilians will be via written contract in which the SPONSOR will receive a copy of the contract for execution and payment. All civilian appearance fee deposits and final payments for appearance fees will be paid directly from the SPONSOR. Any logistical support (i.e. oil, hangar space, tugs, towbars, etc.) shall also be supported (i.e. procurement and payment) by the SPONSOR.
☒ Computerized Ramp/Aerobatic Box Layout	- DSA will provide a computerized static display/aerobatic box map for EVENT.
☐ Event Website Development & Maintenance	- DSA will produce and maintain an EVENT website for the purpose of public information and publicity.
☒ FAA Waiver/NOTAM/TFR Coordination	- DSA will coordinate with local FAA offices for the airshow waiver, filing of the NOTAM, and the TFR for the EVENT.
☒ Supply of UHF/VHF Communications Equip.	- DSA will provide UHF/VHF communications equipment for use by our staff at your EVENT.
☒ Supply of Smoke Oil Transfer System	- DSA will provide their own smoke oil pumping system (with back up) for use by our personnel. SPONSOR will be responsible for shipping costs to and from the show site.
☒ Supply of Aviation-Grade Weather Equipment	- DSA, at their discretion, and based upon the historical reliability of the local airport AWOS, may elect to provide a mobile weather station for use by our staff in support of your event.
☒ Jet Team/DOD Team Paperwork Completion	- DSA will be the focal point for the completion and submission of all DOD and Jet Team paperwork/appendices.
☒ Development of Master Event Project Plan	- DSA will develop a detailed Master Project Plan for key tasks associated with the execution of the EVENT.
☒ Internet based Aircrew Registration	- DSA will provide on-line Aircrew Registration services and support for the EVENT.
☒ Master Rostering of all Aircrew Needs	- DSA will provide to the EVENT information pertaining to the number of aircrew/pilots expected in attendance, hotel rooms required, and number of rental cars/vans required in support of attendees of the EVENT.
☐ Food/Merchandise Concessions, Security, Traffic/Parking, FBO, & Tower Consultation	- DSA will provide consultation services in support of airshow activities involving consultation related to the solicitation of food and merchandise vendors, media kits, FBO coordination, FAA Tower coordination, and security.
☒ Insurance(s) Coordination	- Standard Liability Insurance for DSA is \$1MM in coverage. Any additional coverage would be at additional cost to the SPONSOR. The SPONSOR will be listed as additional insured on DSA policy only if DSA is listed as an additional insured on the SPONSOR's event insurance. Adder for additional insurance coverage will be invoiced separately within 90 days of the event dates.

3) The SPONSOR shall provide the following to David Schultz Airshows LLC as part of this contract:

<u>Description</u>	<u>Detailed Information</u>
☒ Payment as specified on page 1 of this contract.	- David Schultz Airshows LLC's FED ID is 65-1160526. SAM/DOD Cage Code is 1BVU9.
☒ Lodging	- 4 hotel rooms (Non-smoking, King/Queen Bed) arriving on 06/03/2022 with 3 departing on 06/04/2022 and 1 departing on 06/05/2022. Hotel rooms shall be in a quiet setting and all in one hotel. Lodging must be within 20 minutes of airport. A hotel with high speed internet access is required. An arrangement shall be made in order to waive all hotel charges for parking, internet, and local and toll free phone calls. DSA
☒ Payment for Additional Site Visits	- This contract includes 0 advanced pre-show site visits. Additional pre-show visits to the show location or alternate locations for meetings shall be paid at the rate of \$350/meeting and will be invoiced separately within 10 days of visit. All lodging, transportation, or any overnight stays would be provided at SPONSOR's expense. Travel costs are included in the site visit cost. Pre-Show meetings are encouraged via WEBEX or Teleconference due to expense of travel.



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Tel (580) 421-7132

Email: airboss@schultzairshows.com

www.schultzairshows.com

Contract of Airshow Coordination

Part 3) Continued: The SPONSOR shall provide the following to David Schultz Airshows LLC as part of this contract:

<u>Description</u>	<u>Detailed Information</u>
☐ Ground Transportation	- 0 full size sedan AND 0 large SUV (Expedition Size), fully fueled, clean, and insured for use during the duration of our stay in support of the EVENT. These vehicles shall be made available upon our arrival at the closest commercial airport. Proper identification shall be included with all vehicles to allow full access to the airshow location/airport, including ramps, flightline, taxiways, and runways, in support of the airshow, including gate access cards/codes. David Schultz Airshows LLC shall bear sole responsibility for assuring that all operators of said vehicles are duly licensed and competent to drive. Should a jet team place your event on the schedule or a pre-site visit be deemed necessary, it may be necessary to make additional trips to your location. If the vehicle transportation is arranged by David Schultz Airshows LLC for a jet team pre-show site visit or additional trips to your location, the SPONSOR shall submit payment to David Schultz Airshows LLC for the costs associated with the roundtrip travel to and from the pre-site visit within 30 days of invoicing for mileage. This is an additional travel cost that is NOT included in the original contract amount.
☐ Aerial Transportation	- 0 confirmed, roundtrip coach airline tickets from _____ to _____. Travel arrangements and times shall be confirmed no less than 60 days prior to the travel dates and be approved by David Schultz Airshows LLC prior to purchase of the airline tickets. The SPONSOR shall NOT be responsible for paying the aerial transportation costs as stated in this paragraph if the SPONSOR selects the higher contract fee option wherein David Schultz Airshows LLC pays travel costs for airfare. Should a jet team place your event on the schedule or a pre-site visit be deemed necessary, it may be necessary to make additional trips to your location. If this happens, the SPONSOR shall arrange travel, at their expense, for (1) person from David Schultz Airshows LLC roundtrip from <u>NA</u> to <u>NA</u> for these meetings. This is an additional travel cost that is NOT included in the original contract amount.
☒ EVENT Site Access	- FULL <u>unrestricted access</u> to the airport and airshow functions including access to the entire airport except private leased hangars, airshow related social and sponsorship events, airport briefings, and media day events.
☒ Smoke Oil Transportation/Power Requirement	- Two (2) 12-Volt DC small automobile batteries shall be provided to DSA as a power source for our smoke oil pumps. Each battery shall be recharged each evening at the expense of the SPONSOR. A safe method of transporting up to 4 barrels of smoke oil shall also be provided by the SPONSOR.
☒ Site Logistics	- (1) ONE Portable Toilet within 15 feet of Airboss/Announcers Stand for non-public use (down wind). The SPONSOR shall provide AC Power for our equipment at the airshow control area for the event. This AC Power shall be provided with a backup power system in case of primary power failure. All electric cabling and power strips shall be the responsibility of the airshow with terminations of the AC power at the announcers stand/airboss control point starting the Friday AM of the event and lasting throughout the duration of the event.
☒ Site Ramp Transportation	- (1) One Golf Carts or Gators for On-site (airport) transportation during the event (golf cart, etc).
☒ Communications	- Full access to telephone during the full duration of the event for attending aircrews and for airshow coordination.
☒ EVENT Location Emergency Plan	- A copy of your airport emergency plan shall be submitted to our office no later than 1 month prior to your event.
☐ VIP/Complementary Tickets	- VIP/COMP tickets shall be made available to DSA for families and friends. Amount of VIP/COMP tickets shall not exceed 15 unless otherwise agreed to in advance between DSA and the SPONSOR.
☒ Conference Room/Overhead Projector/Screen	- A conference rooms shall be obtained for usage for the daily FAA safety briefings in a quiet, non-public location. These briefings generally take place between 0700 and 1000 hours each day (including rehearsal days). A computer compatible overhead projector shall be supplied for our use, along with an appropriate display screen and access to a copy machine during these briefings.
☐ EVENT Liability Insurance	- The SPONSOR shall handle all liability insurance for the EVENT. "David Schultz Airshows LLC" shall be listed as additional insured on the airshow liability policy with the insurance certificate being sent to our office no later than 1 month prior to the EVENT.
☒ Airshow Announcements	- We will also provide your announcer with information about our company to read over the PA system. The readings shall not be less than 5 per day during the public hours. Announcements will not convey any endorsements by the SPONSOR to David Schultz Airshows LLC.
☒ Airshow Advertisement	- No smaller than 1/2 page full color advertisement in any airshow program that may be produced for the EVENT. A copy of the David Schultz Airshows LLC Logo shall appear on all posters, flyers, website for the airshow as well as on the cover of any airshow program. Failure to place the logo on the flyers or airshow poster will result in the additional charge of \$500. Failure to place the advertisement in the airshow program, will result in an additional charge of \$500 as well. Mention of airshow coordination and operations by David Schultz Airshows LLC is also required when placed on any publications for sponsorship, media, or publicity. No modification of our logo is permitted.
☒ Allowance for Signage	- The SPONSOR shall grant permission for DSA to place up to 3 vinyl banners, ranging from 2 ft x 4 ft. in size, and one windfeather display in the display area. These banners are not endorsements from SPONSOR but are informational banners about our company. These banners will be displayed at ground level or on buildings and will not obstruct the view of airshow patrons.
☒ Photo Copyright Acknowledgement	- Acknowledge as "David Schultz Airshows LLC" in any literature using information or photos from the library of DSA.
☐ EVENT Ticketing	- The SPONSOR shall grant under a separate contract to DSA and/or TicketPony for online airshow ticketing. This electronic ticketing service will allow patrons to buy online and have electronic and/or printed tickets from a website for access to the airshow.

____ (Sponsor's Initials)



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Contract of Airshow Coordination

Terms & Conditions

- 1) David Schultz Airshows LLC shall be the sole company for airshow operations support, aircraft acquisition, and announcing. With prior agreement, other parties may provide aircraft acquisition support services to David Schultz Airshows LLC. Contracts for vendors shall be handled solely by the SPONSOR.
- 2) David Schultz Airshows LLC does not guarantee military and civilian aviation support. Operational commitments, inclement weather, security concerns, budgets, last minute deployments, and mechanical problems may preclude the attendance of a military or civilian aircraft.
- 3) David Schultz Airshows LLC does not take any responsibility, legally or financially, for airshow lack of funds or payment to/from vendors, for aircraft not attending the event, lack of crowd attendance, inclement weather, aircraft/ground accidents, any vehicular accidents regardless of location, legal fees on behalf of any party, including David Schultz Airshows LLC, or violations of FAA/State DOT/military regulations in relation to any parts of this event.
- 4) David Schultz Airshows LLC does not accept any unauthorized costs without prior written agreement. David Schultz Airshows LLC does not accept any contingent liability or consequential damages of any kind to attendees or property. David Schultz Airshows LLC does not guarantee payments of any kind or amount to vendors or participants of the event.
- 5) Under no circumstances are participants to be held liable for hotel room rates or rental car agreement charges. These items should be direct billed to the airshow site. Participants will also be liable for any charges above the standard room rate such as room service, premium TV viewing, damaged hotel property, etc.
- 6) The SPONSOR and David Schultz Airshows LLC shall be considered independent contractors one to the other and each party shall be legally responsible for its own acts and omissions. Each party shall release the other party and all its officers, agents, and employees from all civil liability, except this release shall not apply to any gross negligence, recklessness, or willful misconduct. Subject to all defenses and limitations of liability provided by law, the SPONSOR shall defend, indemnify, and hold harmless David Schultz Airshows LLC (and all of its officers, agents, and employees) from all civil liability arising out of the acts or omissions of the SPONSOR; and likewise David Schultz Airshows LLC shall defend, indemnify, and hold harmless the SPONSOR (and all of its officers, agents, and employees) from all civil liability arising out of the acts and omissions of David Schultz Airshows LLC.
- 7) Local US Air Force, USAF-ANG, US Navy, US Marine Corps, US Coast Guard, US Army, and US Army National Guard recruiters shall all be invited and allowed to exhibit around aircraft of their respective service without charge to the recruiters (vendor fee).
- 8) Airshows contracting David Schultz Airshows LLC for Aviation Consultation/Coordination shall provide airshow attendees (aircrews, pilots, and recruiters) with water/gatorade/etc. during airshow hours so that they may stay on station with their aircraft/exhibits. A Hospitality Tent is sufficient. Single Hot Dogs/Hamburgers are not sufficient for lunches for military and civilian aircrews that are required to stay at their aircraft during the long airshow days. Bottled water shall also be iced down and available on the performer hot ramp each day.
- 9) To the extent permissible by law and regulatory limitations, the SPONSOR agrees to provide transportation, housing arrangements, fuel/oil for aircrews and aircraft and meal service for aircrews that have been approved and contracted with in accordance with the provisions of this contract. The SPONSOR will also pay for civilian aviation fuel and oil and transportation requirements as spelled out in the civilian contracts. Military fuel shall be at the contract fuel rates that are current at the time of the event. Any costs over the military fuel rate shall be the responsibility of the airshow sponsoring agency per DD Form 2535.
- 10) The SPONSOR will handle ALL transportation, housing, and meal service for aircrews during the duration of their event at NO COST to aircrews. The SPONSOR will also arrange for DOD fuel via valid DOD forms or AVCARD at contract fuel prices in effect at the time of the event. Military aviation fueling arrangements shall be handled between the sponsoring organization and the appropriate fueling depot on the airport vicinity.
- 11) The SPONSOR must provide security for the duration of the event for all aircraft and displays. Armed security must be on the field at all times when a military aircraft is at the airshow location.
- 12) The SPONSOR will provide and obtain the proper evacuations of surrounding venue properties as required by the FAA and the Department of Defense (if required). The SPONSOR shall also obtain and procure any approvals necessary to hold the event at the airshow site. If pyrotechnics are used, the SPONSOR shall bear the responsibility of procurement of the licenses and permits for storage and use of pyrotechnic equipment and charges. FAA Waiver approval and Temporary Flight Restrictions will be coordinated and held by David Schultz Airshows LLC.
- 13) Copyright and approval use of music over your public address system is not included as part of this contract. Proper licensing for use of music shall remain the sole responsibility of the SPONSOR. Licenses for music used during the performances can be obtained from ASCAP, BMI, and SESAC via David Schultz Airshows LLC for the reduced price of \$975 per airshow day. This is a discounted fee established for ICAS (International Council of Airshows) members such as David Schultz Airshows LLC. This price is not included for in this contract and is a cost to be paid by the SPONSOR.
- 14) All Documentation, maps, diagrams, templates, plans, etc. generated by David Schultz Airshows LLC (DSA) for the event shall remain the property of David Schultz Airshows and not duplicated nor used for any other purpose than that approved in advance by DSA.

This contract is governed under the laws of the State of Oklahoma.

By signing this contract, David Schultz Airshows LLC and the SPONSOR agree to the conditions as spelled out in this contract and will honor this contract for its total duration. Cancellation of this contract must be sent to the parties per the cancellation terms of this contract. Prices involved in this contract are firm throughout the contract's duration based on the services as described above. The mutual promises and consideration supporting this agreement are intended to be only for the benefit of the parties. There shall not be any third party beneficiaries to this contract.

David Schultz Airshows LLC
Bruce Huddleston Airboss / Event Coordinator

02/08/2022

Date

SPONSOR

Title

Date