



## WINGS, STRINGS & OTHER CLASSICS MAY 26, 2012

By submitting an application to participate in the WarBirds & Classics Fly-in (Event), the applicant (herein after referred to as the "Exhibitor" or "Vendor") agrees to comply with the terms and condition clauses set forth in this Exhibitor Agreement ("Agreement") with Wings Over Miami Museum, Inc. Failure by the exhibitor to abide by the terms and conditions of this agreement gives Wings Over Miami Museum, Inc. and its agents the right to (1) terminate this agreement without notice to the exhibitor, (2) require the exhibitor, immediately upon notice of violation of this agreement to cease operations and vacate the Event premises and (3) forfeit any and all fees paid to Wings Over Miami Museum, Inc. in connection with this Agreement and Exhibitor's participation in the Event. This agreement may not be altered or amended except in writing signed by Wings Over Miami Museum, Inc.

### **BASIC EXHIBITOR AGREEMENT**

1. Wings Over Miami Museum, Inc. agrees to provide the exhibitor with the space and materials as set forth in the application.
2. In the event the exhibitor fails to appear at the Event and claim its exhibition space by 10:15 AM on Saturday, May 26, 2012 Wings Over Miami Museum, Inc. reserves the right to eliminate, reassign or resell such space to another prospective exhibitor without refund or notice to the Exhibitor.
- 3. The Exhibitor agrees to obey rules and instructions as directed by Wings Over Miami Museum, Inc. staff and designated volunteers during the Event. This Event is on an operating airport and strict safety regulations will apply. There are no exceptions.**
- 4. The Exhibitor agrees and acknowledges that animals (other than guide dogs), amplified sound, power generators of any kind, or other open flame devices, are strictly prohibited within the hangar or in close proximity to the aircraft.** Requests for exception to generator space exclusion must be approved by Wings Over Miami Hangar Operations and Safety Officers.
5. The Exhibitor agrees to abide by all applicable laws and to obtain all permits necessary or advisable in connection with its participation in the Event, and agrees to indemnify and hold harmless Wings Over Miami Museum, Inc., its employees, officers, directors and agents, in connection with any breach of law or regulation committed by the exhibitor, its employees, officers, directors or agents.
6. Wings Over Miami Museum, Inc. retain the exclusive rights to serve, sell or assign permission to sell for all food and beverages (including, but not limited to, alcoholic beverages, soft drinks and water) at the Event. Sales or service of food or beverages by the Exhibitor is strictly prohibited, unless a rider specifically permitting Food and Beverage sales and service by the exhibitor is attached hereto.

7. The Exhibitor acknowledges and agrees that no materials of an adult nature or subject to federal, state, or local regulation as “obscene” shall be displayed, distributed or sold by the Exhibitor at the Event.
8. Wings Over Miami Museum, Inc. reserves the right to prohibit, within any Event booth or on the Event grounds, the display, advertisement or other promotion of any business, company or organization that may be in conflict with a current Wings Over Miami Museum, Inc. sponsors or mission. Any questions concerning current Wings Over Miami Museum, Inc. sponsors should be directed to the President of Board of Directors Wings Over Miami Museum, Inc. prior to the event.
9. The Event space assigned to the Exhibitor may not be re-assigned or leased by the exhibitor without the written permission of Wings Over Miami Museum, Inc., which may be granted or withheld at the sole discretion of Wings Over Miami Museum, Inc.
10. The Exhibitor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold Wings Over Miami Museum, Inc., its employees, officers, directors or agents responsible for any type of permits other than the Event itself.
11. Cancellation policy: A refund will be given to the Exhibitor if it submits a written request to cancel exhibit space based on the following schedule: Notice received by May 15 and 23, 2012, 50% of fees paid will be returned to the exhibitor. No refunds will be given for any request received after May 23, 2012.
12. The Exhibitor is solely responsible for the security of all its employees and merchandise in its booth at all times.
13. Wings Over Miami Museum, Inc. makes no representation or guarantees towards actual Event attendance. Exhibitor understands that Wings Over Miami Museum, Inc. has no control over weather, acts of God, acts of terrorism, governmental intervention or any other cause that may prevent or interrupt the Event, and Exhibitor shall hold Wings Over Miami Museum, Inc. harmless for any losses that could arise because of such event.
14. Wings Over Miami Museum, Inc. reserves the right to assign booth spaces to the various exhibitors at the Event at Wings Over Miami Museum, Inc.’s sole discretion and makes no guarantee of an Exhibitor’s booth location. Wings Over Miami Museum, Inc. makes no representation, nor does it guarantee any volume of “foot-traffic” of Event attendees in any specific area of the Event. The Vendor will be responsible for “attracting” foot traffic to their booth.
15. Limited electricity access is available. Request must be made by May 20, 2012. All vendors needing electricity are responsible for providing their own heavy duty rated extension cord and a way to secure it for safety purposes. Electricity is available on first come first served basis only and is not guaranteed.
16. Booth Space: Sponsors and vendors are prohibited from selling products/merchandise outside of their booth space. The Exhibitor is required to clear its booth space of all trash and that such trash shall be disposed of by the exhibitor’s own means. Wings Over Miami does not have the capacity to accept trash from individual exhibitors. All trash should be packed up and taken with the exhibitor.
17. This agreement incorporates all agreements and understandings, either verbal or written, between the Exhibitor and Wings Over Miami Museum, Inc.

18. The Exhibitor certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person whom maybe a patron within the confines of, or as a result of activities arising from, the exhibitor's booth space.

19. The Exhibitor is required to have its booth open and staffed from 10:30 AM to 9:00 PM on Saturday, May 26, 2012. All Event Exhibitors are expected to close by 9:00 PM.

20. Any Exhibitor purchasing a booth as a non-profit organization will be required to provide proper documentation declaring their 501(c) (3) status.

21. Exhibitor will load-in and out at the time and through the gate designated by Wings Over Miami Museum, Inc. – **The gates will open at 9:00 am for offloading. At 10:00 am, all non-display vehicles will be removed from the exhibit areas. Earlier set-up is permitted by request.**

23. All Vendors who chose to bring a tent must have a tent that can be weighted or held down by blocks or weighted buckets. "In-ground" stakes, such as straight or hammer-driven will NOT be permitted unless you are assigned to a grassy area. The vendor is responsible for a safe and clear path around their premises. Please mark your guide lines with ribbon or other safety indicators.

24. Each vendor will be provided two passes for the event. One for the exhibitor and one for the exhibitor's assistant.

25. Wings Over Miami Museum, Inc., upon written notice to the Vendor, may amend or alter this Agreement at any time.

# Forms for Exhibitors

## FEES

Payment is due at the time the contract is turned in. Wednesday prior to the event is the deadline for fees.

**Please note that the event participation fees do NOT include tents, tables or chairs.**

## Exhibitor/Vendor Application

Vendor/Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Cell: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Description of booth (activities, items, etc)

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## BOOTH SET-UP TIME

**Gates open Saturday Morning, 9:00 am. Gate Access will be closed by 10:00 AM!**

The Exhibitor is expected to be on site until the close of the event at 9:00 pm. No early breakdowns will be allowed.

**Please note that the fees do NOT include tents, tables or chairs.**

Vendor Initials \_\_\_\_\_

**Vendor Fees**

(Non-Profit vendor must provide proof of Non-Profit Status prior to application approval)

Booth space (10x10) \$60.00 \$\_\_\_\_\_

Multiple Spaces \_\_\_\_ X \$\_\_\_\_\_ - 10% discount = Total: \$\_\_\_\_\_

Late Fee \$25 \$\_\_\_\_\_

Other Fee Amount (as noted by Director) \$\_\_\_\_\_

**Total Enclosed \$\_\_\_\_\_**

**Please note that the above booth fees do NOT include tents, tables or chairs**

Please make checks payable to Wings Over Miami Air Museum and send with completed application to:

Wings Over Miami  
Vendor  
14710 SW 128th St  
Miami, FL 33186

You may also fax the application and call to pay by credit card.

Emailed forms are acceptable.

Wingsuz@aol.com

Please include Vendor on the subject line. Place credit card information in body or your contact information to call for it.

**Wings Over Miami Operating Hours**

Open Thursday through Sunday  
10:00 AM to 5:00 PM.  
Closed Monday-Tuesday

(305) 233-5197 Or Cellular (786) 445-0096 (if no answer at museum)

Vendor Initials \_\_\_\_\_

## Contract Agreement

I have read the Vendor Information regarding Wings, Strings & Other Classics. By paying the vendor fee, I have agreed to the conditions and terms of this contract. I understand payment must be received with a completed Agreement by May 23, 2012.

Acceptance of money by the Wings Over Miami Museum, Inc. is not binding if fee is returned before acceptance and confirmation of this contract. Verbal agreements or promises made verbally and not specifically stated and confirmed in writing, as part of this Contract, shall not be binding. I have read the aforementioned Rules and Regulations and agree to all of the terms and conditions as they are written.

Signed: \_\_\_\_\_ Title \_\_\_\_\_

Date: \_\_\_\_\_ Phone number: \_\_\_\_\_

For Office Use:

Received agreement: \_\_\_\_\_ 2012 \_\_\_\_\_ Taken by: \_\_\_\_\_ Cash      Check      Credit Card

Paid in full: \_\_\_\_\_ Owes: \$ \_\_\_\_\_

Vendor Initials \_\_\_\_\_

