







Fresh Ingredients
Fresh On-site Cooking
Fresh to Your Event

We're More Than a Caterer, We're Your Hospitality Specialist!







"You did a fabulous job, and I would be happy to use your services again, or recommend you to anyone!!" **Vanessa Blakely- Business Development Associate, Terrafugia – 2013 EAA Airventure Oshkosh**

"We could not have been more pleased! I am hoping to use you guys again next year for this event. Thank you again and it was a pleasure working with you guys!!" **Patricia Qualls, Jeppessen – 2013 EAA Airventure Oshkosh**

"I can't thank you and your team enough for the AMAZING service we had at every single event. The food was delicious!! You guys really do such a great job, I wish I would have found you all sooner!" **Jenni Rosenthal- Events Planner, AOPA – 2013 EAA Airventure Oshkosh**

"You girls are awesome!!!" **Lon Damon- Trade Show Event Coordinator, Lincoln Electric Company – 2013 EAA Airventure Oshkosh**

On-site Mobile Kitchen with Executive Chef and Team

TPi

UNIQUE EVENT SOLUTIONS

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New Bern, North Carolina * 252.636.0033 Office

EXHIBITOR APPLICATON TERMS

TERMS & CONDITIONS

1. BINDING AGREEMENT.

a. The Company or individual ("Exhibitor") whose name appears on this Exhibitor Application ("Application") understands and agrees that this Application, when accepted by Experimental Aircraft Association, Inc. ("EAA"), will be a binding contract between Exhibitor and EAA. References herein to the "Application" shall include the meaning of "contract" only if and when EAA has accepted the Application. 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 the Terms, as defined below.

b. These Terms and Conditions and the Operational Rules and Regulations (both available at http://www.airventure.org/exhibitors.how.html, under "How to Exhibit") (collectively, the "Terms") are part of the Exhibitor Application and are binding on the parties. The Terms will govern the parties' rights and obligations and Exhibitor's use of the space covered hereunder and its activity on the EAA AirVenture Oshkosh Grounds.

c. Any failure by Exhibitor to abide by the Terms may result in Exhibitor's immediate dismissal from EAA AirVenture Oshkosh and any subsequent or future EAA events. The Operational Rules and Regulations may be amended for all Exhibitors (by additions, deletions, or changes) by EAA through Exhibitor Bulletins.

d. Exhibitor acknowledges receipt of the Exhibitor's Guide (the "Guide"). References herein to the "Exhibitor Documents" shall include the Application, the Guide, and Exhibitor Bulletins, as amended and updated from time to time by EAA. Exhibitor may obtain a copy of Exhibitor Documents upon written request to EAA.

e. The Application contains the entire understanding and the full and complete agreement of the parties and supersedes and replaces any prior understandings and agreements 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 set forth in Section 2.a of the Terms and Conditions, the Application may be altered, amended or modified only in writing, signed by both of the parties hereto.

f. 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 and tents. A list of the official suppliers is contained in "How to Exhibit/Service Contractors" in the Guide, and is subject to amendment by EAA through Exhibitor Bulletins.

2. EXHIBITOR APPLICATION.

a. EAA reserves the right to refuse/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 cancel this Application at any time, for any reason.

c. Exhibitor does not have any right to assign or sublicense this Application nor sublet any space provided hereunder in whole or in part. In no event may Exhibitor grant permission to share its exhibit area to any person or company, or to occupy adjacent areas without prior written approval of EAA.

d. Applications that are incomplete or not signed will not be accepted and will be returned to sender.

e. Applications may be filed with EAA only by U.S. Mail, fax, or e-mail. Applications will not be accepted over the telephone.

f. Application and payment acknowledgment will be e-mailed or mailed to Exhibitor upon receipt of properly completed and signed Application.

g. Exhibitor is not automatically assured of acceptance by EAA or of being assigned a space upon submitting a completed Application and making payment. Confirmations and space assignments will be sent approximately February 1, 2014.

EXHIBITOR APPLICATON TERMS
TERMS & CONDITIONS

3. BOOTH/SITE LOCATION.

a. Exhibitor shall conform to all space sizes on the floor plan/layouts that have been provided.

b. Outdoor display Exhibitors must submit a diagram of exhibit layout with Application. See Site Design Layout form at "How to Exhibit/Additional Forms" in the online Guide.

c. All standard indoor booths provided by EAA are furnished with an 8-foot backdrop of drapery material and two side dividers 36" high. EAA shall provide Exhibitor a 7" x 44" sign containing the Exhibitor's name.

4. PAYMENT INFORMATION.

a. Full payment must accompany completed and signed Application. If submitting an e-mailed application, payment in the form of a company check, credit card, certified check, or money order must be received within two weeks after receipt of Application.

b. Applications that are incomplete, not signed or not fully paid as required will not be processed and will be returned to sender.

c. After April 1, 2014 all booth/site payments must be in the form of certified check, credit card or money order.

d. Partial payments or post-dated checks will not be accepted unless the EAA Exhibits Office has given written approval in advance.

e. 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.

f. Exhibitor cancellation of exhibit space must be made in writing. After April 1, 2014, refund of exhibit fees will be made only if and when display area is full and Exhibitor's space has been reassigned (allow 6-8 weeks for refund).

5. INDEPENDENT CONTRACTORS. It is understood and agreed that the relationship of Exhibitor to EAA as a result of this Application is that of an independent contractor. Nothing in this Application or the activities of the parties shall be deemed or construed by the parties hereto or by any third party as creating a relationship of employment, principal and agent, partnership, joint venture or joint enterprise between EAA and Exhibitor.

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, consequential, indirect, incidental, punitive, or multiple damages arising from or in any manner connected with EAA AirVenture Oshkosh or the actions or inaction of either party in connection with EAA AirVenture Oshkosh, or in connection with this Application or any activity of either or both parties in connection with this Application, or any breach by the other party or its agents of this Application's terms, or any other cause whatsoever, whether based on contract, tort 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.

b. Under no circumstances shall EAA's aggregate liability to Exhibitor hereunder exceed the total price paid by Exhibitor hereunder.

7. EXCUSABLE EVENTS. Neither party shall lose any rights hereunder or be liable to the other party for damages or losses on account of failure of performance by the non-performing party if the failure is occasioned by government or military action or inaction, war, terrorism, civil disturbance, fire, earthquake, explosion, flood, severe weather, strike or labor dispute, lockout, embargo, act of God, action or inaction by the other party, or any other cause beyond the reasonable control of the non-performing party (each, a "Force Majeure Event"), provided that the party claiming the Force Majeure Event has exerted all reasonable efforts to avoid or remedy such 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 to such State's conflict of laws principles. EAA and Exhibitor hereby irrevocably submit to the exclusive jurisdictions of any United States Federal or Wisconsin State court sitting in Winnebago, Milwaukee or Dane Counties in the State of Wisconsin, in any action or proceeding arising out of or relating to this Application or any other 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, and volunteers to conduct themselves in an appropriate, professional and workmanlike manner when on EAA AirVenture Oshkosh grounds and when interacting with any person or persons as part of any gathering sponsored by EAA. EAA may remove and exclude any person or persons including without limitation Exhibitor employees, agents and contractors if, in EAA's sole and absolute discretion, EAA determines that this provision has been violated.

10. **INDEMNITY.** Exhibitor covenants and agrees that it will at all times protect, defend, indemnify, and hold EAA and the EAA Aviation Foundation, Inc., and their respective directors, officers, employees, volunteers, agents, affiliates and divisions (collectively, the "EAA Indemnitees") harmless from and against any and all claims, liability, loss and expense, including reasonable attorneys' fees and other costs of litigation, or other liability in connection with any accident or other occurrence arising directly or indirectly from the willful or reckless misconduct or negligent acts or omissions or other fault of Exhibitor, its agents, employees, contractors, representatives or volunteers.

11. **INSURANCE.**
    a. Exhibitor shall obtain and maintain during EAA AirVenture Oshkosh 2014 occurrence-based insurance policies providing the following coverages, which shall endorse 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, and provide primary insurance coverage:
        i. General Liability Insurance to include products 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. Workers' Compensation insurance that conforms to applicable statutory requirements and employer's liability insurance with a minimum coverage limit of $1,000,000.
        iii. 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.
        iv. Property insurance sufficient to cover Exhibitor's property and goods while in transit and while at the EAA AirVenture Oshkosh grounds.

    b. All insurance policies shall be provided by insurance carriers acceptable to EAA and shall be evidenced by current certificates of insurance and insurance policy endorsements issued by the insurance company, and shall be provided to EAA Risk Management, Attn: Karen Kryzaniak, at Experimental Aircraft Association, Inc., 3000 Poberezny Road, Oshkosh, WI 54902. Such certificates shall be provided within ten (10) days after execution of this Application, and thereafter not later than the expiration date of each policy. A 10-day notice of cancellation or modification notice with respect to any insurance policy shall be given to EAA Risk Management by registered mail at the same address.

12. **COMPLIANCE WITH LAW.** Exhibitor covenants and agrees that it will fully perform its duties hereunder and 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 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 or facsimile, or sent by courier, and addressed to the other party at the address listed on the first page of this Application (or to such other address as the receiving party may have substituted by notice pursuant to this Section). 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, normal facsimile machine journal of the sending party, 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 sole discretion, do any or all of the following in addition to any specific remedy stated elsewhere in the Terms: (a) terminate this Application; (b) remove Exhibitor (and its employees, agents, and volunteers) from the EAA AirVenture Oshkosh grounds; (c) bar Exhibitor from future EAA events; (d) seek damages or other legal relief against Exhibitor; (e) retain Exhibitor's payment and charge Exhibitor an early termination fee of $1,000.

16. SALES TAX. Payment of Wisconsin State Sales Tax on Exhibitor transactions is the exclusive responsibility of the Exhibitor. Exhibitors may obtain information on regulations from: Wisconsin Department of Revenue, Temporary Events Program, 265 W. Northland Avenue, Appleton, WI 54911, (920) 832-2910. Additional information is also available at http://www.revenue.wi.gov/html/temevent.html or by e-mailing tempevtprg@revenue.wi.gov

17. SEVERABILITY; HEADINGS. This Application contains several separate provisions. If any court of competent jurisdiction determines that any provision of 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 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 the contract.

18. EAA TRADEMARKS.

a. Exhibitor has no right to and will not use any of EAA's trademarks or trade names, whether registered or unregistered, or those of its divisions or affiliates, including without limitation those listed below in Sub-Section 18.f of the Terms, without express written permission from EAA. This applies regardless of the type or form of use, including without limitation: goods or services, whether sold 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 person(s) violating EAA's Copyright/Media and Trademarks Policy, available at http://www.airventure.org/about/policies.html , including without limitation those who attempt to sell Recordings (as defined therein) 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 AirVenture Oshkosh-related logos, words, graphics, designs, photographs (film or digital) or any other images that depict or directly or indirectly reference the annual EAA AirVenture Oshkosh convention (including any use that references, denotes, commemorates, or otherwise makes some association with the EAA AirVenture Oshkosh convention/fly-in) without the prior written consent of EAA 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 the marks listed below is strictly prohibited. EAA reserves the right to amend and update this policy and the list below at any time. See www.eaa.org/disclaimer.html for a current version of this document.

e. Exhibitor shall submit all graphics and other art, not later than May 31, 2014, to Nancy Tribble (ntribble@eaa.org), EAA Director, Retail Operations, for written approval in EAA's sole discretion. Exhibitor may call or e-mail with any questions: 920-426-4853.

f. EAA and Affiliate Trade Marks and Trade Names. Use of names, logos and designs, and combinations thereof, is prohibited.

EXHIBITOR APPLICATON TERMS
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Aeronautica™	EAA Tailwinds™	Oshkosh 2014™
Aerobatics USA®	EAA The Leader In Recreational Aviation & Design™ (Logo)	Oshkosh Fly-In™
Airplane Design® (Logo)	EAA Ultralights & Design®	Oshkosh365®
AirVenture®	EAA Vintage®	Sport Aerobatics™
AirVenture Oshkosh™	EAA Vision of Eagles™	Sport Aviation®
AirVenture Today™	EAA Wearhouse™	SportAir®
EAA®	EAA X-Flyer™	Sport Pilot®
EAA & Airplane Design® (Logo)	Experimental Aircraft Association™	The EAA Sky Shoppe™
EAA AirVenture Museum®	Experimenter® (Stylized)	The Spirit of Aviation®
EAA Aviation Foundation & Design ™ (Logo)	Fly With The First Team™	We Put The Fun In Flying™
EAA Convention™	Flying Start®	Warbirds of America®
EAA Eagle Flights™	GA Airfoils	World's Greatest Aviation Celebration®
EAA Flight Advisor™	Gateway To Aviation™	World of Flight®
EAA Flying Start™	IAC™/International Aerobatic Club™	Young Eagles®
EAA Homebuilders™	KidVenture EAA & Design ™ (Logo)	Young Eagles EAA & Design®
EAA Sport Aviation®	Oshkosh™	
EAA Sport Pilot®	Oshkosh Convention™	

19. 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.