

WINGS OVER HOUSTON AIRSHOW

MERCHANDISING BOOTH SPACE AGREEMENT rev.7-5-23

DEADLINE- Agreement, insurance & full payment due by 9-15

Thank you for your interest in this year's Airshow. If you would like to participate in this event, please fill out this form and return it along with your payment made payable to **WINGS OVER HOUSTON AIRSHOW**, **include a certificate of insurance naming Wings Over Houston Airshow & City of Houston as additional insured's.** **Space is limited & No space will be allocated until all requirements are fulfilled PRIOR to the deadline.** Consider applying early for the best locations assigned on a first paid basis.

Mail, email, fax or send to:

WINGS OVER HOUSTON AIRSHOW
17222 GROSCHKE RD.
HOUSTON, TEXAS 77084

Office: 281-579-1942

Fax: 281-579-1876

e-mail: director@wingsoverhouston.com www.wingsoverhouston.com

Business Name/s: _____

Contact Person/s: _____

Complete address: _____

Mail passes to if not above: _____

Telephone/C/O/F: _____

E-mail/other: _____

Vendor participant Pass limits: 10x10-2 passes, 10x20-4 passes, 20x20-6 passes, additional pass \$20 each (limited for workers only)

Number of participants (workers) each day for: Booth set up Thu/Fri: _____ Airshow days: Saturday: _____ Sunday: _____

Vendor Vehicle Pass for: Wed-Fri setup; Sat. & Sun. parking & for vehicle access to restock before 7:30 am & after 5 pm Qty: _____

Static Ramp pass for supply vehicle to be parked in allocated space area. (No additional cost, limit one) Qty: _____

Static Ramp pass for supply vehicles to be parked behind display space (additional space allocated) \$100.00 ea. \$ _____

VENDING SPACE IN A-B-C GRASS CONCESSION ISLANDS AT SHOW CENTER:

GROUND SPACE ONLY: no tent provided- (you supply tent, table's chairs etc.)

10x10 10x20 10x25 10x30 20x20 other _____ Qty: _____
\$950 \$1350 \$1600 \$1850 \$2150 \$ _____ \$ _____

TENTED BOOTHS: We supply tents, tables & chairs.

10x10- \$1250 10x20- \$1750 20x20- \$2500 40x40- \$4500 other _____ \$ _____

VENDING AREAS IN OPEN CONCRETE RAMP-TYPICALLY LARGER DISPLAYS OR 360 DEGREE ACCESS BY CROWD:

AIRPLANE (AERO BOOTH DISPLAY) needs quoted size/plane type: _____ \$ _____

OPEN RAMP DISPLAYS size of space, needs quoted _____ \$ _____

GENERATED POWER- available only in main vendor grass islands A-B-C and you supply power cords.....\$75.00..... \$ _____

Any additional needed items: _____ \$ _____

Products/service to be sold: _____

ANY SPECIAL PROVISIONS:

Payment check #: _____ M.O./Cashiers Check #: _____ cash **Total: \$** _____

M/C VISA AMEX DISCV **Check/EFT preferred- please call or fax CC info** Exp: _____ 3dig.code: _____

Vendor has read and agrees to all the terms and conditions of the agreement, the refund policy, as well as the detailed Merchandising and Sponsor Booth Space Agreement and Information pages. THIS CONTRACT SUPERSEDES ANY AND ALL PRIOR WRITTEN OR ORAL AGREEMENTS AND MAY ONLY BE AMENDED BY WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES. I/we agree to the following terms, conditions, and rules of the Wings Over Houston Airshow listed on pages 2-4.

Vendor Signature: _____ Date: _____

WOH Signature: _____ Date: _____

Merchandising and Sponsor Booth Space Agreement Detailed Information Sheet

INSURANCE: Vendor shall always purchase and maintain in force **general public liability insurance**, shall include coverage on and to WOH property, and WOH's employees, agents, representatives, providers, and suppliers while such representatives are at, on, in, entering, or leaving the event site. In addition, the public liability insurance policy shall include coverage to Vendor's customers, guests, visitors at, on, in, entering, or leaving Vendor's exhibit area, in an amount not less than \$250,000.00 small "Mom & Pop" vendors, \$1,000,000.00 for corporate vendors, classification determined solely by WOH. Vendors shall furnish a certificate to WOH at least 45 days before the Airshow evidencing such insurance, stating that such insurance shall not be terminated, modified, or cancelled without ten days prior written notice to WOH. **Please name Wings Over Houston Airshow, and City of Houston as additional insured. This is a requirement by the City of Houston & WOH.** Non-Profit organizations not selling merchandise, or a service may be exempt from insurance requirement. A Certificate of non-profit status must be submitted for consideration of exemption.

AGREEMENT FOR SPACE

- Vendors shall abide by the terms and conditions which may be amended and updated on merchandising booth agreement or supporting documentation, or on website. Vendors will conform to all space sizes allocated and agreed to.
- Full payment and insurance certificate must accompany completed/signed original agreement. A detailed description of the service or products you plan to sell must be listed on the agreement to ensure no conflicts with any other vendor exclusive agreements.
- Agreements that are incomplete, do not include payment or insurance certificate, or are not signed will not be processed until all items are fulfilled.
- **Agreement, full payment, and Insurance certificates must be received prior to September 15** to allow for logistics planning and vendor kit to be sent out. Payments received after the deadline are subject to a \$100.00 fee for remapping and layout expense. **Space is allocated on a "first come basis" with a completed agreement, paid in full, & with insurance certificates.** WOH will attempt to accommodate each applicant's preferred location. However, if booth choice by applicant is unavailable, WOH will assign the best available space.
- Space availability is subject to the changing airport facility, new construction, and airport leased space.
- WOH reserves the right to deny an agreement or limit products sold which conflict with other agreements, contracts or deemed inappropriate for the event.
- **Subletting of space** is restricted and allowed only with prior approval of WOH.

NO REFUNDS.

- If all or any portion of the Airshow is cancelled due to inclement weather or for any reason beyond the control of the Board of Directors, no refunds will be given for tickets, sponsorships or vendors spaces purchased. Any monies so paid or other consideration given may be considered a tax-deductible contribution to the Airshow, an IRC 501(c)(3) organization.
- The Airshow schedule and aircraft participating are subject to change and availability. No refunds will be given due to the failure of any acts or aircraft to appear or participate.

SET UP INFORMATION

- **NO INITIAL BOOTH SET UP ALLOWED ON SATURDAY AND SUNDAY. Everything must be in place by 7:30 am.**
- **Vendor-Please furnish the "WOH Airshow Reminder-HEIGHTENED SECURITY" sheet to your staff so that they can sign and hand over to security upon arrival at the vendor gate. This will speed up their entry into the display area.**
- **Wed. Thu Fri., and Mon.,** ALL vendors, participants, and volunteers will be required to have proper identification to gain entry to the airport. Wristbands will be issued to all those without WOH issued photo I.D. badges. Wristbands will be worn on the left wrist only. Please have all your workers' names and driver's licenses or an ID card available, fill out page 4 and present to security staff upon arrival at the vendor gate. This will speed up their entry into the display area.
- **Saturday & Sunday-** Participant tickets needed for entry. (Wristbands for preliminary setup are not valid Sat. & Sun.).
- **18-wheeler heavy displays** should enter through gate 05 for easier access Thursday & Friday only, 7:30 am to 5:30 pm.
- **Set up and installation** of exhibits will be permitted on Thursday and Friday prior to the weekend show. Large displays may be allowed on Wednesday with prior agreement. Setting up on the aircraft ramp will be subject to large military aircraft arrivals and may not be able to be placed until such aircraft have been placed. We cannot control all military scheduling of aircraft & arrival times as they change frequently due to military operations, so please check with us and coordinate in advance.
- **Set up times-**Initial booth set up is allowed between 7:30 am and 5:30 pm Thursday, and Friday 5:30 a.m. to 6:00 pm. Entrance to display area is through Vendor gate, refer to map supplied in vendor kit.
- **Daily restocking/vehicles/arrival Sat & Sun.** Restocking or drop off supplies **must be done by 7:30** am Saturday and Sunday. All vehicles must be off the field by this time and in designated vendor/participant parking area to allow patron entry. **Any vehicle on the airport ramp (inside airport fence) area or without proper vendor ramp parking pass will be towed at owner's expense.**
- **Display vehicles Sat. & Sun.** All display vehicles must be in place prior to 7:30 am and remain in place until the end of show Saturday & Sunday at 5 pm for the safety of everyone and airport regulations. **Any vehicle outside designated parking area or without proper Static Ramp parking pass will be towed at owner's expense.**
- **Speed limit is always 6 mph while on airport ramp.**
- **Aircraft and pedestrians always have the right of way- stop & yield to aircraft & pedestrians.**
- **Vendor supplied tents or trailer** must be properly secured for the safety of everyone. Tents must be staked or secured with water barrels and must be fire retardant. Water is available on site, but WOH does not rent or supply stakes or water barrels.
- **Power supply-**WOH has limited areas available with generated power supply only in the grass A-B-C panels for an additional \$75.00 for the weekend. (Bring your own extension cords)

- Vendor supplied generators must meet all local codes and vendor must have an appropriate fire extinguisher of at least a 2A10BC near the generator.
- **Security**-Event site is within a secured airport environment with 24-hour security. Vendors shall assume full responsibility for the security of their assets.
- **Safety**-No smoking allowed inside airport fenced grounds, explosives, flammables, or other dangerous items will not be allowed in exhibit area. You will be in an active airport environment with many flammable fuels in the vicinity (also refer to restricted items). All Tent displays will be made of fire-retardant material.
- **Texas State Sales Tax**-Vendor will be responsible to collect and report all sales tax to the state of Texas.
- **Aircraft Displays**-Display aircraft are expected to stay in designated location during show hours. Aircraft movement and engine starts are prohibited during show hours of 7:30 am to 5:00 pm Saturday and Sunday. Movement to and from display areas must be approved by WOH staff prior to movement. Only those aircraft with access to the taxiway without causing another aircraft to be moved may be taken out of exhibit area. **Please plan accordingly.**
- **Tear Down on Sunday**-please expedite dismantling of your booth immediately after show ends at **5:00 pm. No driving on the ramp is allowed until it is cleared of airshow guests and approval of airport system.** All trailers, tents and booths must be off the field Sunday Evening - this area becomes an active airfield & all equipment must be removed. If needed, you can drop a trailer off in the outside parking lot area. See a staff member for assistance. Please dispose of all trash in trash collection sites and clean up your exhibit space.

OTHER RESTRICTIONS-RULES-GUIDELINES

WARNING: The WOH Airshow aerial and pyrotechnic performances produce loud noises, smoke and fire. Ear protection is recommended.

- **Certain vehicle restrictions**-The use of all terrain vehicles (ATVs) bicycles, golf carts, minibikes, scooters, skateboards, Segway, and other personal transportation vehicles are restricted and allowed only with proper passes issued with permission of WOH in advance.
- **HAND GRENADES, FAKE OR REAL GUNS AND OTHER WEAPONS ARE RESTRICTED FROM BEING SOLD. YOU DO NOT WANT THE BOMB SQUAD, FBI OR OTHER SECURITY SURROUNDING YOUR BOOTH, AND STOPPING THE SHOW. NO BALLOONS, KITES OR FLYING TOYS ARE ALLOWED, THAT COULD INTERFERE WITH FLYING DEMONSTRATIONS.**
- **DUE TO HEIGHTENED SECURITY ALL VEHICLES SUBJECT TO SEARCH.**
- No personal coolers allowed in gates other than vendor gate. **NO PERSONAL** coolers allowed through any other gate.
- No unauthorized drones.
- **Thank you for being a part of WOH Airshow and following the above guidelines for everyone's safety.**
- ***Have fun! Be safe, we want you back next year. Wishing you great success!***

LEGAL STUFF

- **Governing Law:** This agreement shall be governed by and construed under the laws of the State of Texas and any action arising under or related to this Agreement or the WOH shall be maintained only in Harris County, Texas.
- **Attorney's fees, Venue:** In any action brought to enforce or to interpret this agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees including without limitation, attorney's fees incurred in connection with any appeal or certain proceeding.
- **Modification, revision, or amendment**-This vendor agreement shall not be modified, revised, or amended except by an instrument in writing signed by both WOH and vendor.
- **Invalid or void provision**-If any part of this agreement proves to be invalid or void, it shall in no matter affect or impair any of the remaining provisions of this application/contract which can be given effect without the invalid or void part.
- WOH reserves the right in its sole and absolute direction to bar any exhibit, person, or entity that is not in keeping with the character and purpose of WOH, as determined solely and exclusively by WOH. WOH is a private, nongovernmental entity, and controls all access to the AirShow and all access and use of its leased property and exhibit site and reserves the right to exclude anyone at any time from the AirShow. The signing of this agreement by vendor on page one is acknowledgement of and agreement to be bound by WOH airshow rules and regulations as set forth in this agreement.
- No consent is given, and no authority is granted for the taking or making of any photograph, movie, or sound or video recording, for any part of the WOH Airshow, for any commercial purpose, except with the express written permission of the Airshow Board of Directors.
- The performers and organizations appearing at the WOH Airshow are protected by federal and state copyright laws and any use for a commercial purpose of a reproduction of their work made at any Airshow event is unauthorized and constitutes a violation of applicable law.
- WOH may limit or terminate Vendor's activities and/or remove Vendor from the premises at WOH's sole discretion at any time without any liability to Vendor. Vendor's sole remedy for any breach of this agreement or any injuries or damages suffered by Vendor shall be an amount not to exceed the amount paid by Vendor under this agreement. As a condition of this agreement, Vendor covenants and agrees never to assert any claim or seek any damages against WOH or its employees and agents and all provisions of this agreement shall inure to the benefit of WOH. Vendor releases and shall hold harmless WOH and its agents from all liability for injury, damages or loss to persons or property sustained in connection with Vendor's presence or participation at WOH.

INITIAL HERE X

Turn this page into vendor gate when arriving -WOH office does not need this copy

HAVE ONSITE CREW FILL IN NAMES & ID'S ON THIS FORM IN ADVANCE TO SPEED ENTRY INTO SECURED AIRPORT AND TURN INTO VENDOR GATE SECURITY STAFF, KEEP A COPY FOR YOURSELF IN THE VEHICLE.

WOH Airshow Vendor Reminders-HEIGHTENED SECURITY Please send forms with on-site crew for entry.

A map is on the back of the vehicle passes; it shows how to get to the booth space area. Follow the map for easy access.

- Contact: **KRISTY DOWDELL C-832-233-9301** for further assistance upon arrival at vendor gate.
- Vehicles are allowed on the ramp for setup Thursday, and Friday with your vehicle "vendor" pass issued to you.
- **Speed limit is 6 mph while on airport grounds.**
- **Aircraft always have the right of way; stop & yield to aircraft & pedestrians.**
- Saturday and Sunday vehicles are to be off the airport ramp before **7:30 am** each day. Gates open to the public at 8:00 am. (If you need to re-stock your booth, do so early. Police will force you off the field).
- **HAND GRENADES, FAKE OR REAL GUNS AND OTHER WEAPONS ARE RESTRICTED FROM BEING SOLD. YOU DO NOT WANT THE BOMB SQUAD, FBI OR OTHER SECURITY SURROUNDING YOUR BOOTH, AND STOPPING THE SHOW.**
- Thurs., Fri., and Mon., ALL vendors, participants, and volunteers will be required to have proper identification to gain entry to the airport. Wristbands will be issued to all those without WOH issued photo I.D. badges. Wristbands will be worn on the left wrist only. Please have all your workers' names and driver's licenses or an ID card available, present to security staff upon arrival at the vendor gate. You may use the form below for names/id's to expedite entry.
- **Sunday**-please expedite dismantling of your booth immediately after the show ends at 5:00pm. **No driving on the ramp is allowed until 5:00 pm**, unless released earlier by the Houston Airport System and Airshow staff. All trailers, tents and booths must be off the field Sunday Evening - this area becomes an active airfield & all equipment must be removed. If needed, you can drop a trailer off in the outside parking lot area. See a Staff member for assistance.
- **Thank you for being a part of WOH Airshow and following the above guidelines for everyone's safety.**
- **Have fun! Be safe, we want you back next year. We wish you a successful experience.**
- Vendor set up times through vendor gate: Thurs-7:30 am to 5:30 pm, Friday 5:30 am to 6:00 pm
- 18-wheeler heavy displays through gate 05 for easier access Thurs.- Fri only. 7:30 am-5:30 pm
- Due to heightened security all vehicles subject to search.
- No personal coolers allowed in gates other than vendor gate due to Heightened Security.

Read, understood, and will comply: Company:

X _____

On Site booth Supervisor: **X** _____

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PRINT 2 COPIES OF THIS PAGE --- KEEP ONE COPY WITH VEHICLE --- GIVE one COPY TO VENDOR GATE STAFF

Workers Name	D.L./ID #	Workers Name	D.L./ID #
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