

# DOCTOR SMOKE AIR SHOWS

## Contractual Terms

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DEFINITIONS: DSA= Doctor Smoke Airshows  
Client = \_\_\_\_\_

GENERAL: All parties enter this agreement in good faith. Unless specified otherwise all terms and conditions contained within this document shall be binding.

ITEM 1. The DSA agrees to perform an air show on:

Date: \_\_\_\_\_

Location: \_\_\_\_\_

ITEM 2. The Client will be responsible for all necessary FAA waivers and FAA air show operational requirements for all scheduled DSA air show performance times.

ITEM 3. The Client agrees to pay DSA the Basic Fee for a \_\_\_\_\_ day commitment consisting of (ONE) ( TWO) (circle one) Display(s). The Basic Event Fee is \_\_\_\_\_ U.S. Dollars. **The basic fee includes one complete show per day, a teaser flight and/or circle jumpers.** A retainer of Ten percent of the Basic Fee plus the Aircraft Positioning fee will be required upon signing this contract.

ITEM 4. In addition to the above, the Client agrees to the following Items (unless specifically waived)

1. Aircraft Transit and Positioning Fee for this site venue (@ \$0.50/sm from and to N07).
2. Based upon the air show schedule, overnight stay accommodations may be required for up to \_\_\_\_\_ **night(s)**  
These accommodations shall consist of \_\_\_\_\_ room per night, with the stipulation that accommodations will be approved by DSA in advance. Reservations and arrangements shall be the responsibility of the Client.
3. An additional nights stay may be required if IFR weather conditions do not permit departure after the last display.
4. DSA land transport requirements shall be **ONE** rental car available for pick up and drop off at the Airport, or transportation to and from the hotel.
5. Fuel requirements shall be 100LL Av-Fuel from an approved and certified fueling device for all Displays (approximately 10 gallons), and **including top off tanks post show** (Approximately 40 gallons.)
6. 2 quarts per day of air show of 100-50 wt Aeroshell Aircraft Oil.
7. 8 gallons of Corvus Smoke Oil or approved equivalent for each Display flown.
8. A fully enclosed hanger shall be provided for the Siai Marchetti SF260 overnight during the air show. This hanger should be secure from the general public with limited access by authorized personnel only. This hanger space must be available for the entire air show commitment in the event of hazardous or inclement weather.
9. The Client shall provide protection from the public while the aircraft are parked on the ramp during the air show, and will be liable for loss or damage to DSA aircraft or property that is not covered by the owner's aircraft hull insurance.

10. A vendor's booth (or display area).

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ITEM 5. DSA will provide documentation of insurance as specified by the Client. The Client will be named on the policy. DSA MUST RECIEVE NOTIFICATION OF THE NAMED INSURED AT LEAST TEN WORKING DAYS PRIOR TO THE SHOW.

ITEM 6. The following will be the basis for cancellation eventualities:

1. Prior two weeks before Commit (air show date) either party may cancel. Deposit will be retained if Client cancels and will be returned to client if DSA cancels.
2. If the show is canceled for any reason by the Client within fourteen days of the Commit, yet prior to aircraft positioning, the DSA will be entitled to the retainer.
3. If the show is canceled for any reason by the Client, after aircraft positioning, the DSA will be entitled to the full agreed upon amount defined by ITEM 3 and ITEM 4.
4. If the show is canceled for any reason by the DSA, after aircraft positioning, the Client will be liable for expense items only (defined by page one, ITEM 4, sections 1-8), and not ITEM 3, the Basic Fee.

ITEM 7. Meteorological conditions must be suitable for air show performance as determined by either the specifications of the waiver or by DSA minimum flight operation requirements whichever is more restrictive. DSA Flight Operation minimums for a full Display Air show Performance are: 2000 AGL ceiling, 3 statute miles visibility, no precipitation or impending inclement weather, and winds less than 20 knots.

1. The SIA will not be responsible for weather conditions, which preclude an air show performance and will be entitled to all specifications outlined by ITEM 3 and ITEM 4.
2. The Client will hold harmless the DSA if the DSA determines a reasonable safety of flight hazard exists resulting in a performance being canceled, aborted, curtailed or delayed. The SIA shall afford the Client every opportunity to correct any safety of flight issues, and will reasonably endeavor to complete the flight display.
3. The SIA reserves the right to determine whether a "Full", or "Flat" Display shall be flown if the weather is below "Full" Display minimums yet still within Air show Waiver minimums.

ITEM 8. DSA will be allowed to seek sponsorship from business and commercial interests. The Client will be notified at least thirty days prior to the air show of any sponsorship agreements for their approval.

Agreed to this \_\_\_\_\_

On Behalf of DSA: \_\_\_\_\_ On Behalf of the Client: \_\_\_\_\_  
Print Name: Ron Saglimbene Print Name