

Requirements and Letter of Agreement between the RED THUNDER AIRSHOW TEAM (referred herein as “PERFORMER”) and _____ (Referred to as “PRODUCER”)

This Agreement is made and entered into this ____ day of _____, 20__ by and between _____, hereafter called **PRODUCER** and the **Red Thunder LLC**, hereinafter called **PERFORMER**.

1. **PERFORMER OBLIGATIONS.** PERFORMER shall:

a. Perform aerial demonstration performances 15 to 30 minutes in duration using the 500 foot showline or as required, as set by PRODUCER’S itinerary, on the following date(s):

_____, 20__ and _____, 20__

b. Arrive, weather permitting, on the day before the first performance. Depart, weather and visibility permitting, as soon as practical after the last performance. (Depending upon weather conditions, PERFORMER may depart on the day following the last performance.)

c. Provide pre-event promotional materials including photos, brochures, and biography, to the PRODUCER if available, and be available for Press appearances on the day before, and day of each performance.

3. **PRODUCER OBLIGATIONS.** PRODUCER shall:

a. Provide aircraft services as follows:

All on-site fuel: Fuel provided on arrival, after each practice, media and performance flight, and upon departure. (approximately 500 gallons of 100LL)*

Engine Oil As needed on arrival and departure. (approximately 9 gallons of Aeroshell 100w)*

Smoke Oil Texaco canopus 13 or equivalent. (approximately 80 gallons)*

Hangar Covered and secure hangar space if severe weather is experienced. If no hangar space is available, PERFORMER may, at his discretion, cancel his performance and depart the airport prior to experiencing potentially damaging weather conditions.

b. Provide lodging consisting of six non-smoking rooms, in close proximity to the AIR SHOW site for one night before and each night of the scheduled performance.

c. Provide two (2) vehicles for PERFORMER’S use the day of arrival, each performance day, and one day after the last performance (if performer does not depart the day of last performance).

*NOTE: Producer’s obligations in section 3.a. are based on a two day show, and are for PRODUCER’S planning purposes. The actual amounts required may vary.

d. Provide ramp space in a prominent, appropriate area in which performer and/or performer's representatives may park an RV or set up tent space for autographs and the sale of performers promotional material.

e. Pay PERFORMER a performance fee of \$_____. \$_____ of the performance fee is due upon signing this letter of agreement. The balance of \$_____ is due prior to the PERFORMER'S departure on the final day of the AIR SHOW. Payments must be in the form of a single check or money order made out to the RED THUNDER, LLC. and provided to the TEAM FLIGHT LEAD or PERFORMER REPRESENTATIVE.

4. PERFORMER'S INABILITY TO PERFORM.

a. If prior to arrival, the PERFORMER is unable to perform for reasons within PERFORMER'S responsibility, including health and equipment failure, PERFORMER shall refund to the PRODUCER the deposit stated in SECTION 3.d. above, within 10 business days, PERFORMER shall not be liable for any loss of revenue experienced by PERFORMER'S inability to PERFORM and neither the PRODUCER nor the PERFORMER shall have any further obligations according to this agreement.

b. Should the PERFORMER be unable to perform for reasons within PERFORMER'S responsibility, including health and equipment failure, after arrival at the AIR SHOW site, the deposit covered in SECTION 3.d. will not be refunded. PERFORMER shall not be liable for any loss of revenue experienced by PERFORMER'S inability to PERFORM. The PRODUCER may retain the performance fee according to section 3.d., and otherwise this contract shall remain in effect.

5. AIR SHOW NON-PERFORMANCE.

a. If, after PERFORMER'S arrival, the AIR SHOW, or the PERFORMERS portion of the AIR SHOW, is cancelled due to weather, or any other reasons not under the control of the PERFORMER, the PRODUCER agrees to pay the PERFORMER the performance fee according to SECTION 3.d., and all services as covered in SECTION 3.a of this agreement.

b. If the PRODUCER provides PERFORMER with written notice of cancellation prior to PERFORMER'S arrival, the deposit covered in SECTION 3.d. will be retained by PERFORMER and neither the PRODUCER nor the PERFORMER shall have any further obligations according to this agreement.

6. FORCE MAJEURE. If the AIR SHOW is abandoned, cancelled, or prevented, on account of causes not due to the fault or negligence of either party, such as, but not limited to, national emergency, disaster, or an act of God, neither party hereto shall be liable to the other for any expense incurred in connection with the AIR SHOW, Except that PRODUCER shall compensate PERFORMER as outlined in SECTION 5.

7. INDEPENDENT CONTRACTOR. The PRODUCER and the PERFORMER shall be, and act as independent parties, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between either. The PRODUCER shall be solely responsible for the conduct of its employees, personnel, and agents in connection with their performance of the PRODUCER'S obligations hereunder.

9. ENTIRE AGREEMENT. The terms set forth in this instrument supersede all prior oral or written understandings and constitute the entire agreement between PRODUCER and PERFORMER, and may be amended or altered only by a subsequent writing signed by both parties.

10. ADDENDUMS.

11. SIGNED

PERFORMER REPRESENTATIVE: _____

DATE: _____ **PHONE:** _____

EMAIL: _____ **FAX:** _____

ADDRESS: _____

PRODUCER: _____

DATE _____ **: PHONE:** _____

EMAIL: _____ **FAX:** _____

ADDRESS: _____