



2008 Air Show Performance Agreement

MiG Fury Fighters, hereinafter referred to as MFF, agrees to perform on behalf of

_____ (hereinafter referred to as THE EVENT) as follows:

Name of Event: _____

Date: _____, 2008

Location: _____

Performance: _____

1. **COMPENSATION:** In consideration for the above flight(s), THE EVENT agrees to compensate MFF as follows:

MiG Fury Fighters Performance Fee (2-3) \$ _____

Additional Day(s) Fee \$ _____

Mileage (Nautical Miles, RNAV Direct) _____ NM

Computed From: KDLJ to _____

Cash equal to current JET A price at 4 gal per nautical mile (subtract 350 miles and Air show will "top off" both Jets prior to departure from air show) "Estimated" \$ _____

.85 Cents per nautical mile for Support Vehicle \$ _____

25% Performance Fee due at time of booking (Non-refundable) \$ _____

Total "Estimated" Cost of Performance "Estimated" \$ _____

2. **SUPPORT:** In addition to the above fee, THE EVENT agrees to provide the following to MFF:
- A. **ONE** fully insured, fully Fueled vehicle (mini-van size / seat six) for use by MFF for the duration of the event, including early arrival.
 - B. **SIX** Hotel rooms for 3 pilots, 1 announcer, and 2 mechanics for the duration of the event, including early arrival and final night of show.
 - C. **JET A** fuel for local orientation / safety performance rehearsal flight prior to main event (“estimated” 500 gallons)
 - D. **TWO** bottles High Pressure Nitrogen (3000psi).
 - E. **ONE** bottle of Aviators Breathing Oxygen (2,200psi).
 - F. **JET A** fuel per 3 aircraft performance (“estimated” 500 gallons)
 - G. 110 gallons (2 barrels) or Shell Virea #13 smoke oil.
 - H. Access to Air Show sound system for MFF Announcer to narrate live performance.
 - I. Hangar all 3 aircraft at show(in inclement weather).
 - J. Ramp access for support vehicle with 120v (15amp) overnight receptacle.
 - K. Payment of State, County, City or Local service taxes, etc. relevant to MFF’s performance.
 - L. All necessary credentials and access to facilities and show site required by MFF’s performance for all MFF personnel, prior to show day.

THE EVENT will provide the items A, B and C above from MFF’s arrival through MFF’s departure – specifically for arrival on _____ through departure on _____. NOTE: Aircraft and pilots will be available for appearances and flights beginning _____, **AFTER 12PM**. Any other scheduling must be arranged prior to pilot’s arrival.

3. **MiG 15 PASSENGER FLIGHTS** MFF cannot offer flights to the public for hire, nor carry passengers during our air show exhibition flights. However, MFF is able to carry a passenger on our Local Area Orientation (LAO) Flights or local training flights. Fuel loads for all flights are part of our consideration for our air show travel and aircraft exhibition expenses, whether or not passengers are carried on those flights. Should the EVET organizers have a person who would like to be a passenger in the back seat of the MiG 15 on our LAO flight or training flight, it may be organized prior to the Event.
4. **WEATHER** No refunds shall be issued if MFF is prepared to fly a scheduled air show flight, and is precluded from doing so due to meteorological conditions. MFF pilots reserve the right to deem what meteorological conditions are safe for their air show performance.
5. **MFF NON-PERFORMANCE:** MFF provides a specialized warbird mechanic to provide on site support at your air show. Due to the uniqueness of these vintage warbirds, it should be understood that mechanical problems could arise. Should both be on air show premises and 1 has mechanical difficulties, MFF shall fly it’s performance as a 1 ship show with a 50% Performance fee price reduction. In the extremely unlikely event that both MFF aircraft have mechanical difficulties and do not fly any performances at the EVENT, MFF shall not charge the EVENT a performance fee.

- 5. **THE EVENT NON-PERFORMANCE:** In the event of non-performance due to difficulties under the control of THE EVENT (failure to obtain proper clearances, improper fuel available, etc.) the total fee shall be due MFF.
- 6. **MERCHANDISING RIGHTS:** MFF reserves the right to merchandise and sell products at the show site without any further compensation to any other party.
- 7. **INDEMNIFICATION:**
 - A. MFF assumes the risk of all injuries, including death resulting therefrom, to THE EVENT, its subcontractors, agents, employees, volunteers and any members of the public, and damage to and destruction of property by whomsoever owned, including loss of use thereof proximately caused by the negligent acts or omissions of MFF or its employees or representatives, and it will indemnify and save harmless THE EVENT from and against any and all liability arising therefrom, including cost, expenses, and reasonable attorney fees.
 - B. THE EVENT assumes the risk of all injuries, including death resulting therefrom to MFF, its subcontractors, agents, employees, volunteers and any members of the public, and damage to and destruction of property by whomsoever owned, including loss of use proximately caused by the negligent acts or omissions of THE EVENT or its employees, agents, volunteers, or representatives, and indemnify and save harmless MFF from and against any and all liability arising therefrom, including cost, expenses and reasonable attorney fees.
- 9. **AUTHORITY TO SIGN:** The person signing below for THE EVENT acknowledges he/she is duly authorized to sign contracts for THE EVENT and by doing so hereby bind THE EVENT into agreement with MFF.

BY: _____
 Peter Kline, Director of Operations
 MiG Fury Fighters

DATE: _____-2008

BY: _____
 Name: _____
 Title: _____
 Event: _____

DATE: _____