

Dear Event Sponsor and Exhibitors,

The IRCHA Board of Directors would like to thank each of you for helping make the IRCHA Jamboree a successful event in the past. If you have never attended in the past, we invite you to join us at this one-of-a-kind event. The level of participation continues to exceed our expectations and now it is time to prepare for another exciting event. We would like to announce the 2023 IRCHA Jamboree will be held on **August 9th -August 13th** at the AMA headquarters in Muncie, IN.

Last year we were really excited to formally announce our IRCHA "WEST" Jamboree! IRCHA Jamboree - WEST takes on a parallel format to the world jamboree and is intended to add many new prospects to view your offering. We had partnered with a professional and qualified team, in California, and decided that this makes sense to improve IRCHA scope of benefit and help our loyal sponsors reach a new volume of audience that should prove to add to your bottom line. Unfortunately, after months of planning, unforeseen circumstances involving the venue the event was to take place at caused us to have to postpone the event. This choice was made in effort to put on the best event possible, even if it meant waiting a year. The IRCHA Board is still dedicated to making this happen, so be on the lookout for more information in the future.

The terrific news for our sponsors is that there will be NO ADDITIONAL sponsorship cost (as long as you are a paid world jamboree sponsor) for the WEST event! The only added cost to you is a small fee to provide an appropriate tent and amenities requested for inside of the tent. You will also need to provide a smaller value of items for a pilot drawing.

PLEASE FAMILIARIZE YOURSELF WITH THE JAMBOREE CONTRACT AS IT HAS CHANGED FROM PREVIOUS YEARS.

Application forms and full payment are due by June 26th, 2023.

In our efforts to provide you with the opportunity to showcase your products, the IRCHA Jamboree offers many different levels of sponsorship. Event sponsors may choose Silver, Gold or Platinum sponsorships, and may also choose to sponsor the 2023 World Night Fly Championship, 2023 IRCHA Speed Cup, or the IRCHA Grand Prize. It is our goal, as always, to provide you with every opportunity to maximize your marketing opportunity in the RC helicopter market.

Listening to sponsor's feedback from previous events we have seen the need to make it fairer for sponsors to take advantage of the marketing benefits that the IRCHA Jamboree provides.

Providing a new much lower entry fee of the Silver and Gold sponsorship levels achieves a fairer way for single-brand sponsors, such as an original manufacturer, that wants to do a Gold or a Platinum sponsorship and a way to proportion the cost to the number of brands that benefit from the sponsorship.

Such sponsors otherwise get penalized with an unnecessarily high fee to promote a single brand. Having a much lower fee for a single brand and an additional much smaller fee for each brand added opens the possibility of more sponsors getting the marketing benefits of a platinum or gold sponsorships without additional fees they would have no use for. Another benefit of this approach is that this fee structure allows for a clear way for a an exhibitor to sign up as a Platinum or Gold exhibitor paying the base fee and to then pass the cost of each brand's small marketing fee to each original manufacturer sharing the cost with their suppliers. Large distributors get the benefit of marketing multiple Simple-brands with a clear way to present the corresponding manufacturer with the cost of adding their Simple-brand to the promotional benefits of the IRCHA Jamboree presence and name in their marketing.

New this year, we have added the ability for sponsors to represent multiple brands in their sponsorship package. This new opportunity is available to gold and platinum sponsors. To facilitate this change, and to increase your sponsorship value, <u>the base cost of these sponsorship levels have been</u> <u>decreased</u>. The base level will now include representation of your primary business name, along with all the allowances as before (feather banner placement, logo on shirt, etc.) Additional brands distributed by your company can now also be represented as noted in the summary below. Fees for additional brands are noted below. Please see terms and conditions for further clarification. As an example of this new opportunity... XYZ Heli Shop, who distributes RAM Airframes, Third Servos, and Hurricane Blades, chooses5 a Gold Sponsorship, and adds an additional brand for RAM Airframes. Both XYZ Heli Shop and RAM Airframes will be listed as gold sponsors, and each will receive the marketing allowance noted in the sponsorship summary. While XYZ Heli Shop would still be allowed to do their own in-booth marking of their additional brands during the Jamboree, these additional brands would not receive the allowances noted in the sponsorship summary, nor would XYZ Heli Shop be allowed to use those additional brands in any public marketing related to or referencing IRCHA and/or the Jamboree.

An opportunity for 2023 will allow sponsors (limited number and limited to first come first serve) to utilize one (or more) of our shuttle van services for marketing purposes throughout the jamboree. The shuttle will be labeled (via magnetic sign - need artwork) on the outside as well as having literature or special announcements available inside the shuttle for people to see. To give you an idea of the additional marketing attention, in the past we estimate over 400 rides per day.

With respect to the generous manufactures and dealers that have provided "grand prize" products in the past, we want to clear up a few items:

1) IRCHA has, and will continue, to offer all vendors the chance to provide all or part of our grand prize(s). This prize (or prizes) has the benefit of having the logo of the model or models on the commemorative IRCHA shirt for the year of the event. IRCHA prints over 1,000 shirts to help market the companies that provide the grand prize.

2) The grand prize(s) have traditionally been included as "part of the value" of the product donation. If a combined grand prize is provided (i.e.: a helicopter manufacturer and a radio manufacturer), only one "G.P." sponsorship value is required.

Note: ANY "combined" (multiple vendors) MUST be approved, in writing, by IRCHA before any grand prize marketing promotion is issued by any vendor. Each of the IRCHA vendors must (in writing) endorse this process to be eligible. Without specific permission, ONLY the value of product from the contract originator will POSSIBLY (must be approved by IRCHA) be eligible for a portion of the "product donation" requirement AND all other vendors will be responsible to fulfill all of their product donation responsibility.

The Grand Prize is normally a "stand alone" donation and may not fulfill your entire required amount (regardless of the value combined).

As we believe in long-term relationships with our event sponsors, please note we consider previous year's sponsors the first right of refusal for the following year's event up to the 2023 deadline. If you are interested in becoming an event sponsor, please let us know in advance so that we may put you on our list in the event a sponsorship slot becomes available.

Part of the information you will need to fill out includes "Requested Flight Demo/Power Hour time". This is the time frame allotted to sponsors to provide a dynamic and active demonstration of the products or technologies you choose. We ask that you provide the top three time slots requested. Once a final schedule is completed (no later than the set-up day on Wednesday) you will be able to prepare for your time.

As flight demo times are limited, sponsorship flight times are granted to airframe manufacturers first, as we feel they should receive the first opportunity to market their new products. We realize each of you wishes to showcase your flight team and ask you to understand our decision-making process concerning flight time scheduling. Flight time slots (please choose your appropriate form) will be at the discretion of the organizers, and we will do our very best to accommodate one of your requests.

NOTE: Final flight time schedules will be issued no later than Wednesday Aug 9th. It will be the responsibility of the vendor to completely fulfill the agreed upon times.

This is your opportunity to show the world your best pilots and your best products, so join us in Muncie, IN for the 2023 IRCHA Jamboree.

INSTRUCTIONS FOR COMPLETING AGREEMENT

• Choose your level of participation (Platinum, Gold, or Silver Sponsor; OR exhibitor) and fill out the Vendor Agreement page contained within this document. List any additional brands you wish to represent in the space provided.

• Sign and date the Exhibitor/Sponsor Contract contained within this document.

• Review the 2023 Vendor Addons and Upgrades contained within this document. Indicate any addons you would like. Addon and tent upgrade availability is limited, and all items are first come first serve.

• Include artwork of a one (1) correct logo each for your companies and each brand you choose to represent with your application. Failure to do so will not guarantee that the proper logo is used for all marketing that IRCHA provides (web site, literature, signage, shirt's, etc.). It is the applicant's responsibility to provide this at the time of contract issuing. Sleeve logos are included if preferred by Platinum sponsors (please choose); Gold and silver have an additional \$250 fee if space is available.

• Email <u>dan.lucente@ircha.org</u> your completed forms, along with a list of any addons you choose.

• Your email response should include all pages of this packet, signed on page 7, 9, and 18. Additionally, please fill out page 7 completely, and indicate any desired upgrades by checking the appropriate box(s) on page 8 and 9.

• IRCHA will confirm your choices and generate an invoice for you to pay from.

Sponsorships are limited in number. Please be advised that you should secure your sponsorship level as soon as possible

SPONSORING LEVELS FOR THE IRCHA JAMBOREE

	Platinum	Gold	Silver	Standard	Community Tent
Tent Size	20'x30' - Includes 4 Tables & 8 chairs	20'x20' - Includes 2 Tables & 4 Chairs	20'X20' - Includes 2 Tables & 4 Chairs	20'x20' - Includes 2 Tables & 4 Chairs	20'x10' space inside community tent - Includes 1 Table & 2 Chairs
Placement of flag at entrance to AMA	Plus 4 for each simple-	Plus 1 for additional simple-	×	X	X
Placement of feather banners. along flight safety line	Plus 4 for each simple- brand contracted	Plus 2 for additional simple- brand if contracted	×	×	×
Placement of feather banners in front of vendor tent	Plus 4 for each simple brand contracted	Plus 2 for additional simple- brand if contracted	🗸 x 1	🗸 x 1	🗸 x 1
Placement of feather banners along entrance road to Jamboree site	Plus 8 for each simple- brand contracted	Plus 4 for additional simple- brand if contracted	🗸 x 1	×	×
Product demo hour as center stage	Sat.	Fri.	🗸 Thu.	×	×
Company logo(s) on event t-shirt	Base-brand logo and one logo for each simple-brand contracted	Base sponsor logo and one simple-brand logo if contracted	×	X	×
Company logo on pilot badge	1	X	×	×	×
Complimentary Pilot Registration	Base-brand logo only	√x 4	🗸 x 2	×	×



2023 Vendor Agreement

COMPANY NAME	CONTACT PERSON				
ADDRESS					
CITY	_ST	ZIP	PHONE		
EMAIL ADDRESS					
<u>Sponsorship</u>					
PLATINUM -\$2,950 is to be paid directly to IRC -\$2,700 is to be provided in the form Additional Brands (unlimited)	n of product of	lonations for IRC	HA pilot drawings*		
GOLD -\$1,750 is to be paid directly to IRCHA, plus \$500 for one (1) additional brand if desired -\$1,650 is to be provided in the form of product donations for IRCHA pilot drawings * Additional Brand (one max)					
SILVER -\$1,150 is to be paid directly to IRC -\$825 is to be provided in the form of		nations for IRCH.	A pilot drawings *		
Requested Flight Demo/Power Hour tir Tent Location Preferences:					
***Traditional status will be considered for by dates outlined in this agreement. All oth of full payment.					
Exhibitor Only					
STANDARD -\$550 is to be paid directly to IRCH. -\$100 is to be provided in the form of COMMUNITY TENT -\$250 is to be paid directly to IRCH. -\$100 is to be provided in the form of	of product do A				
Note: Product donation must be of cu accepted but will not count towards t					

All fees and applications must be provided a minimum of 45 days prior to the event beginning.

Upgrades and Add-Ons

Mark check boxes next to wanted items.

Tent Size Upgrades

• Availability of larger tent sizes may be limited. In the event a selected size is not available, the IRCHA board will contact you with alternative options. Please keep this in mind when designing any signage that is dependent on tent size.

- All tent upgrades are of the "stake and pole" type, unless otherwise noted.
- □ 20x30 \$115 (INCLUDED with Platinum)
- □ 20x40 \$150
- □ 20x60 \$200
- □ 30x40 \$245
- □ 30x60 \$480
- □ 40x60 \$620
- □ 30x30 Tension Frame \$575

Tent Sides

- White canvas sides are available for an additional cost. Costs vary by tent size
- □ 20x20 Sides \$80
- □ 20x30 Sides \$100
- □ 20x40 Sides \$120
- □ 20x60 Sides \$160
- □ 30x40 Sides \$140
- □ 30x60 Sides \$180
- □ 40x60 Sides \$200
- □ 30x30 Sides \$240
- 30x30 Tension Frame sides will be 2 sides with windows, and 2 solid white sides.

Tables and Chairs

□ x _____ Additional Tables - \$20 each

□ x _____ Additional Chairs - \$5 each

Lighting

• Interior tent lighting. Each string of lights is approximately 20 feet long, multiple strings can be connected for additional lighting.

• 120v AC power required to run lights. Sponsor is responsible for providing power (generator rental available)

 \Box x _____ Cost: \$20 per string

Generators

• 2000watt gasoline generator. Availability is limited.

• Each generator includes one extension cord, a full tank of fuel, and an empty gas can for additional refueling. Renter is responsible for additional fuel.

□ Cost: \$250 for the duration of the event (Wed-Sun)

Courtesy Van Sponsorship

• Magnetic signage on each of the front doors of the shuttle. Artwork to be provided to IRCHA by April 1, 2022

- Placement of product literature inside van for rider to read and/or take.
- Only 2 shuttle vans are available, and each van will be allowed only one sponsorship.

□ Cost: \$350

Flight Line Cart Sponsorship

- Company signage to be displayed on flight line carts.
- Company to provide signage in the form of feather banners or flags.
- Other types of signage may be allowed upon IRCHA approval.
- 4 carts available.
- \Box x _____ Cost: \$250 each cart.

World Night Flying Championship

• Sponsorship is available for the traditional night flying and "under the lights" night flying championships.

☐ This is a company driven sponsorship, company is responsible for promoting event in ways they see fit, with IRCHA approval. Please contact the IRCHA board directly if interested in this sponsorship.

Light Tower Sponsorships

- Company signage to be displayed on the light tower during the duration of the event.
- Company to be allowed to perform limited marketing during night flying on Wed, Thur, and Fri night.
- 2 light towers are available.
- \Box x _____ Cost: \$500 each tower.

Grand Prize Sponsorship

- Grand prize to be depicted on event t-shirt
- Company to be included in design considerations for event shirt.
- *IRCHA Board to have final approval of all design aspects.

□ Cost: \$500

SIGNATURE_____

DATE_____



EXHIBITOR/SPONSOR CONTRACT

WHEREAS the INTERNATIONAL RADIO CONTROL HELICOPTER ASSOCIATION (hereafter referred to as "IRCHA") is holding its annual Radio-Controlled Helicopters Jamboree Event, Funfly and Exhibition (hereafter referred to as "Jamboree" or "Exhibit") from August 9th -August 13th, 2023 at the Academy of Model Aeronautics International Aeromodelling Center, Muncie, Indiana,

WHEREAS the undersigned Exhibitor (hereafter referred to as "Exhibitor") wishes to display his, her and/or its products at the Jamboree,

WHEREAS the Academy of Model Aeronautics (hereafter referred to as "AMA") is the owner and operator of the facility where the Jamboree is taking place,

AND WHEREAS IRCHA grants the Exhibitor an area of a specific size of space (hereafter referred to as "Booth") for the Exhibitor's use at the Jamboree,

NOW, THEREFORE the parties hereto agree as follows:

1. EXHIBIT BOOTH ASSIGNMENT

IRCHA designs all exhibitor booth spaces and assigns all booth spaces based on an internal priority point system. This allocation is determined by many factors including but not limited to: years involved with the event, existing contracts & agreements in other related areas or with outside contractors.

2. EXHIBIT BOOTH SPECIFICATIONS

Booths include the following as per contracted sponsorship levels selected above:

Platinum:

- 20' x 30' booth

- 4 tables and 8 chairs

- 4 placements of flags at entrance of AMA plus 4 per additional Simple-brand added

- 4 placement of feather banners along flight safety line plus 4 per additional Simple-brand added

- 4 placements of feather banners in front of vendor tent plus 4 per additional Simple-brand added

- 8 placements of feather banners along entrance of road to Jamboree site plus 8 per additional Simple-brand added

- Saturday Product Demo Hour at center stage

- Company logo(s) on event t-shirt:
 - 1 Base Sponsor Logo plus 1 per additional Simple-brand added
 - As many Simple-brand Logos as contracted (unlimited)
 - Sleeve Logos available if wanted at no extra fee
- Company logo on pilot badge (Only Platinum has Logo on Pilot Badge)
- 6 complimentary pilot registrations

Gold:

- 20' x 20' booth
- 2 tables and 4 chairs
- 1 placements of flags at entrance of AMA plus 1 if the additional Simple-brand added
- 2 placement of feather banners along flight safety line plus 2 if the additional Simple-brand added
- 2 placements of feather banners in front of vendor tent plus 2 if the additional Simple-brand added
- 4 placements of feather banners along entrance of road to Jamboree site plus 4 if the additional Simple-brand added
- Friday Product Demo Hour at center stage
- Company logo(s) on event t-shirt:
 - 1 Base Sponsor Logo plus 1 if the additional Simple-brand added
 - Sleeve Logo at an extra fee of \$250 but only if space available
- 4 complimentary pilot registrations

Silver:

- 20' x 20' booth
- 2 tables and 4 chairs
- 1 placements of feather banners in front of vendor tent
- 1 placements of feather banners along entrance of road to Jamboree site
- Thursday Product Demo Hour at center stage
- 2 complimentary pilot registrations

Standard:

- 20' x 20' booth
- 2 tables and 4 chairs

- 1 placements of feather banner in front of vendor tent

Community Tent:

- 2 tables and 4 chairs
- 1 placements of feather banner in front of tent

3. DEFINITIONS OF MARKETING CHANNELS

For the purpose of this agreement the terms "marketing" "to market", "advertise", "advertising", "promote", "promotion" and similar all refer to the action of promotion, advertising and/or dissemination of information to the public by any method the reaches the public such as but not limited web, social media, emails, TV, Radio, Podcasts, Broadcasts and similar.

4. DEFINITIONS OF BRANDS AS THEY APPLY IN THIS AGREEMENT

In order to allow for a much lower sponsoring fee than previous years and to make it more fair for all vendors, for the purpose of this agreement the mark, name and logo of the entity executing this agreement also known as the Exhibitor is considered and is known in this agreement as the "base-brand". Any other product brand carried by the Exhibitor such as brands of products distributed by the Exhibitor will count as and be known as a "Simple-brand".

Exhibitors can use their Base-Brands at all sponsorship levels which include Platinum, Gold, Silver, Standard and Community Tent in connection with the event using the IRCHA or IRCHA Jamboree name together with mention of their corresponding sponsorship level in their marketing materials when using their Base-Brand. Example: XYZ Shop is a Silver Sponsor of the IRCHA Jamboree.

Platinum and Gold Exhibitors can market Simple-brands using the IRCHA or IRCHA Jamboree name and their corresponding sponsorship level in their marketing materials but <u>ONLY</u> if the Gold or Platinum Sponsor carrying Exhibitor has purchased the rights to promote that Simple-brand. Example: Third Servos <u>CAN NOT</u> use the phrase *"Third Servos is a Gold Sponsor of the IRCHA Jamboree"* unless its Gold or Platinum sponsor Exhibitor buys the right to market the *Third Servos* Simple-brand as a sponsor by paying that Simple-brand's right to use the IRCHA sponsor marketing fee.

Notice that this fee is only available in an unlimited fashion for the Platinum sponsors and a limit of one additional Simple-brand is available for Gold sponsors.

Simple-brands CAN NOT be used in marketing indicating that such Simple-brand is an IRCHA sponsor unless they are carried by a Gold or Platinum sponsor and their fee to do so is paid by the sponsor.

A Gold or Platinum Exhibitor CAN NOT add a Simple-brand that's not normally carried by such exhibitor in the course of their normal business.

5. FAILURE TO FOLLOW THE RULES THAT APPLY TO BRANDS

Gold and Platinum Exhibitors agree that failure to follow clause 3 above makes the Exhibitor liable for that Simple-brand's upgrade fee which is \$350 for Platinum sponsors and \$500 for Gold Sponsors that have not used their single Simple-brand marketing upgrade.

If a Gold sponsor already used their Simple-brand upgrade then they are liable for the difference in the fees to upgrade to Platinum level as well as the balance of the fees for the additional Simple-Brand fee.

Other sponsorship levels will be liable for the difference in the fees between their sponsor level and either the Gold level, if it's a single Simple-brand breach of clause 3 of this agreement, or Platinum level, if more than one Simple-brand has been used in the breach of clause 3 of this agreement.

Exhibitor agrees that IRCHA has a right to deny the Exhibitor from setting up the booth at the Jamboree until those upgrade fees are paid.

Exhibitor also agrees that if the breach of clause 3 of this agreement happens after the event starts then IRCHA can request the exhibitor to vacate the booth if the upgrade fees are not paid. In the event that the Exhibitor refuses to comply with such request the Exhibitor agrees that IRCHA can ask officers of the law to remove the Exhibitor from the AMA premises and not hold AMA and IRCHA or its officers legally responsible or liable for the risks, damages or injuries occurring from this removal.

6. **POWER OF ATTORNEY FOR REMOVAL OF BREACHING CONTENT**

If a request to delete, terminate or any other way to stop the use of the IRCHA or Jamboree brand in marketing is not executed within a reasonably time frame and in no case longer than one day then Exhibitor grants IRCHA the power to act in its name to request takedowns, deletions, non-dissemination, termination, or any method necessary to eliminate a material/content that is in breach of clause 3 of this agreement. Such power of attorney grants IRCHA the right to request deletion of posts, replies, website content or any other content in any advertising or dissemination channel. The presentation of their signature executing this agreement showing this clause should suffice as proof for that request. Exhibitor agrees to not hold either IRCHA or the entity in charge of stopping the breach of clause 3 for any damages or liabilities of any kind emanating from the execution of this action.

7. **EXHIBIT FEES**

Exhibitor Fees are clearly outlined above and will be totaled as the sum of the selected sponsorship levels as well as any additional fees for extra brands if applicable, add-ons, and product donations. All fees need to be paid on or before 45 days prior to the event's beginning.

8. MOVING TIME AND DATE.

Exhibitor may move in its equipment at 8 a.m. on Wednesday August 9th, 2023, and agrees to remove, or assign to a common carrier for removal, all of his or her equipment by noon on Monday August 14th. If the equipment is not removed or assigned to a common carrier by that time, The Exhibitor hereby authorizes IRCHA and/or AMA personnel to remove the equipment, charge the Exhibitor for the cost of removal, and hold the equipment until such costs are paid. The Exhibitor hereby acknowledges that neither IRCHA or AMA will be liable by damages caused by this removal.

9. ADVANCED SHIPMENT OF BOOTH ITEMS

Shipments going directly to the AMA must be coordinated with the AMA shipping department. IRCHA assumes no responsibility for these shipments or any booth items whatsoever.

10. LAWS, RULES, AND REGULATIONS

Exhibitor agrees to be bound by all, and shall ensure its personnel do not violate any, applicable local, state, federal, rules and regulations (e.g., fire, utility codes, the Americans with Disabilities Act, etc.) as well as any regulations required by IRCHA or the AMA.

11. REIMBURSEMENT OF EXPENSES FOR DAMAGES

Exhibitor agrees to abide by all applicable laws and governmental regulation in the conduct of the exhibit, and to reimburse the Academy of Model Aeronautics and/or IRCHA for any damage to the premises.

12. NO DANGEROUS MATERIALS ALLOWED

Exhibitor agrees not to bring into the exhibit any dangerous materials. These include, but are not limited to, the following:

- Functional guns of any kind.
- Knives or any other personal security devices.
- Noise makers, bells, horns, or laser pointers or similar.
- Fireworks of any kind or any destructive devices or explosives.
- Controlled substances or items used with controlled substances.
- IRCHA does not endorse or condone any activities that go against regulations by the Indiana

Gaming Commission.

- Items that infringes copyright including but not limited to illegal copies of products.
- No items that maintain vulgar/crude/inappropriate messages.

- Any item that IRCHA or the AMA, in their sole judgment believes poses a safety hazard or diminishes the enjoyment of the event by others.

13. CONFINE EXHIBIT TO BOOTH SPACE; NO ASSIGNMENT OR SHARING OF BOOTH SPACE

Exhibitors and any materials or activities in connection therewith, must be confined to the Exhibitor's own booth except for the activities expressly authorized by IRCHA such as the "Power Hour" and such authorized activities. If the level of sponsorship allows for advertising items such as flags to be on display at specific locations, these items can only be displayed and installed at such locations and nowhere else.

14. POSTPONEMENT AND/OR CANCELLATION/TERMINATION

If the Jamboree is postponed, canceled, or is terminated before the scheduled termination date because of circumstances beyond the control of IRCHA, IRCHA shall not be liable for damages. Exhibitor shall be entitled to a refund of any fee charged by IRCHA only in proportion to any reduction of the fees of any kind charged to IRCHA by its suppliers.

15. RESERVED RIGHTS OF THE AMA

The Academy of Model Aeronautics has reserved the right to eject persons whom it believes to be objectionable, to retain the right to control the use of the premises, and to terminate any showing for good cause. IRCHA and the Academy of Model Aeronautics shall not be liable to the Exhibitor for any actions taken by the Academy of Model Aeronautics in accordance with such reserved rights.

16. **INDEMNITY AND LIABILITY**

Exhibitor agrees to indemnify IRCHA from all claims resulting from injuries or death to any persons or property damage or loss suffered by IRCHA, Exhibitor, or any other persons, arising in whole or in part from the activities of Exhibitor at the Jamboree during the period covered by this agreement.

17. PAYMENTS.

Payments may be made via check, bank transfer, or PayPal. Please add 3.6% for PayPal transaction fees.

18. PROFESSIONAL CONDUCT CLAUSE.

Vendors and their professional relationships are expected to behave (at the event as well as regarding social media prior and after the event) in a manner that provides mutual respect. Mutual respect is fully expected. If IRCHA feels that a vendor or its relationships are displaying disrespectful behavior (virtual or in person); IRCHA reserves the right to discontinue the business relationship at any point up to and including the event date. IRCHA may, at the discretion of the organization, reimburse some of the vendor's booth cost within 90 days to the end date of the event.

19. **REFUNDS DEADLINE.**

There will be no refunds for Exhibitor/Sponsor registration after 45 days prior to the start of the event.

20. NO REFUNDS FOR REMOVAL DUE TO BREACH OF CONTRACT

Removal of an Exhibitor from the AMA premises due to failure to comply with any of the clauses of this contract releases IRCHA, its officers and the AMA from any obligation to refund any fees of any kind derived from this agreement.

21. COLLECTION COSTS

Exhibitor agrees to pay or reimburse the costs of collection (including, without limitation, third party collection agency expenses, attorney fees and court costs). Under all circumstances, IRCHA retains the right to resell any booth space canceled by Exhibitor, or not paid when due. Payments made to IRCHA are non-transferable and cannot be used for payment towards other IRCHA products, services, or exhibitions. IRCHA may cancel the Exhibition for any or no reason whatsoever. In such an event, IRCHA shall attempt to notify Exhibitor as much in advance as reasonably possible, and IRCHA shall refund Exhibitor amounts paid to IRCHA by Exhibitor, less a pro-rata portion of expenses actually incurred by IRCHA in connection with the Exhibition or such cancellation.

22. NOTICES

Any notice or correspondence required or permitted to be given or forwarded hereunder or by law shall be effective on receipt and shall be considered properly given if orally stated to Exhibitor at the Exhibition, or presented in writing and delivered personally, faxed, emailed or sent by any commercially reasonable means, addressed, with respect to Exhibitor, to the address of Exhibitor most recently provided in writing to IRCHA, and with respect to IRCHA, to the address of IRCHA appearing on its web site at the time of such notice. Email correspondence is also acceptable provided that it is sent to individuals who have apparent authority to act in respect to the subject matter hereof.

23. REMISSION OF INDIANA SALES & USE TAX

Exhibitors will be permitted to sell goods from their booths. All applicable sales tax due the State of Indiana shall be the sole responsibility of exhibitors. Exhibitors shall be responsible for complying with all rules and regulations of the Indiana Department of Revenue regarding direct sales of goods. IRCHA reserves the right to prohibit any exhibitor from engaging in direct sales

should IRCHA determine, in its sole judgment, that such direct sales are not in the best interest of IRCHA.

24. ENTIRE AGREEMENT

This Agreement, including the pages above the agreement represents the complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, whether written or oral, between the parties. The Exhibitor Agreement may not be modified or amended, except by a written instrument executed by each of the parties hereto. The parties hereto shall be deemed to be independent contractors hereunder, and as such, neither party shall be, nor hold itself out to be, an employee or agent of the other party. The language used in the Exhibitor Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of the Exhibitor Agreement. The Exhibitor Agreement shall only become effective when countersigned or initialed by a duly authorized representative of IRCHA within forty five days of the date of Exhibitor's signature. The acceptance or deposit of any payment does not constitute acceptance of the Exhibitor Agreement by IRCHA until that happens.

25. ACKNOWLEDGMENT OF RECEIPT OF ADVICE TO CONSULT AN ATTORNEY

All Exhibitors are required to read and fully abide by all items listed within this document and acknowledge to having received the advice of having an attorney at law review this agreement to understand its obligations before executing it.

26. **ARBITRATION CLAUSE**.

Any controversy or claim arising out of or relating to the Exhibitor Agreement, or the breach thereof, shall be settled by binding arbitration utilizing expedited procedures and one arbitrator, in accordance with the Rules of the American Arbitration Association, and the written decision of the arbitrator shall be conclusive and binding on the parties and enforceable by a court of competent jurisdiction. Arbitration will be held in the State of Indiana and governed by the laws of the State of Indiana, without regard to conflict of laws principles. The arbitrator shall be empowered to award to the prevailing party, if any, such party's cost and expense.

27. **DISCLAIMERS**

Except as expressly provided in this agreement, IRCHA makes no representations or warranties of any kind with respect to the Exhibition and disclaims all warranties including any implied warranties of merchantability, fitness for particular purpose, accuracy, non-infringement, and noninterference. The Exhibition and booth are provided "as is" and on an "as available" basis.

Exhibitor:

PRINTED NAME	 	
SIGNATURE	 	

DATE_____

INTERNATIONAL RADIO CONTROLLED HELICOPTER ASSOCIATION (IRCHA)

Dan Lucente IRCHA, President

DATE_____