



8. **CARE OF DISPLAY:** Exhibitor Space must be in order and all rubbish removed by 8:45 am each show morning. At the end of the air show, exhibitor space must be clean and in same condition as possession. All equipment provided to Exhibitor, must be returned to VDAS or Exhibitor will be subject to replacement cost.
9. **LOSS/DAMAGE/RULES AND REGULATIONS:** Exhibitor assumes full responsibility for the safety of Exhibitor Space against any loss or damage by fire, theft, robbery accident or any other destructive cause while on the air show grounds. Exhibitor is to comply with all requirements, rules and regulations of VDAS as set forth in this agreement. Violation of these restrictions will entitle VDAS to cancel the rights and retain any fees paid by the exhibitor.
10. **SOUND:** No voice amplifiers of any kind are permitted. Sound level of TV, radio, or stereo must be kept to the confines of the exhibit space.
11. **ELECTRICITY:** Power is NOT available or supplied. If power is needed, Exhibitor must supply their own generator which must be approved by VDAS.
12. **HELIUM:** Helium filled objects of any kind are not permitted on the Air Show grounds.
13. **DISPUTES:** All disputes, arising from any cause, among exhibitors, shall be settled by VDAS management, whose decision shall be final. VDAS management further reserves the right to discontinue any exhibit which is in violation of these conditions, and all rules governing the VDAS. All points not covered here are subject to decision by VDAS management.
14. **REMOVAL OF EXHIBITS:** No exhibits are to be removed before **6:00 pm, Sunday, June 23, 2019**, except with written permission. However, it is required that the exhibit be immediately dismantled and removed at the close of VDAS on Sunday, June 23, 2019.
15. **NON-REFUNDABLE:** All Exhibit Space Agreement payments are non-refundable. VDAS operates rain or shine and is only cancelled in the case of sever weather or other acts of God. If the exhibitor cancels the lease, no refund will be made.
16. **RELEASE AND INDEMNIFICATION:** The undersigned (Exhibitor), at its own cost and expense, agrees to indemnify, defend (with counsel acceptable to VDAS), release and hold VDAS harmless from any damages incurred in connection with the Air Show which is caused, directly or indirectly, by the Exhibitor. For purposes of this section, the following definitions shall apply:
  - a. "Exhibitor" means the Exhibitor, its shareholders, directors, officers, employees, agents, guests, invitees, vendors, successors, and assigns.
  - b. "Damages" means any and all losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement, and clean-up, and all expenses incurred by VDAS in connection therewith.
  - c. "Expenses" means any and all expenses incurred by VDAS in connection with a claim for damages (as defined in paragraph "b." above) caused, directly or indirectly, by the Exhibitor.
  - d. "VDAS", "Vectren Dayton Air Show" and "Air Show" means U.S.A.T.S. Inc., an Ohio non-profit corporation, Vectren, and Grevious & Associates, Inc. and its directors, officers, agents, representatives, successors, and assigns, and the Air Show event.
  - e. "Release" is intended by the parties to include any and all claims for money, fees damages, injuries or losses to Exhibitor's person, property, real or personal, whether known or unknown, foreseen or unforeseen, patent or latent that Exhibitor may now have against VDAS or which may arise in the future relating to the Air Show. Exhibitor understands and acknowledges the significance and specific intention to release all claims and assumes full responsibility for its participation.
17. **NAME AND IMAGE USAGE:** VDAS reserves the right to use the Exhibitor name and images taken within the Exhibit Space area for future advertising campaigns to promote the VDAS Exhibit Space program.

**EXHIBITOR**

**VECTREN DAYTON AIR SHOW**

By: \_\_\_\_\_  
Its authorized representative

By: \_\_\_\_\_  
Its authorized representative

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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