I UICIUSE REQUISITOR 5065 (for purchases over \$500.01) City of Crossville Dept. Air port 99 Municipal Avenue Crossville, TN 38555 Date: 9-30-17 (931) $456-5675 \sim (931)$ 707-5596Suggested Vendor(s): Date Needed: 9-29-17 Dixie Wing ACCOUNT DISTRIBUTION Commemorative Air Force 1200 Echo C+ Peachtree City, Ga 30269 UNIT PRICE AMOUNT DESCRIPTION QUANTITY UNIT DELIVERY INSTRUCTIONS:

Department Head Signature CITY MANAGER WHITE & CANARY: Finance Department ~ PINK: Requisitioning Department 9/13/2017



DIXIE WING

AIR SHOW APPEARANCE CONTRACT

The <u>Crossville Memorial Airport Celebration</u> (known in this document as the "Client") located in <u>Crossville Tenn.</u> and the Commemorative Air Force, Dixie Wing (known in this document as the "CAF") agree to the following commercial and delivery terms for the <u>Crossville 2016 Show</u> ("known in this document as the "Client Event").

1.0 Date and Contact Info

The following constitutes mutually agreed upon transit and operational information for the Client event as well as terms reflected in Attachment A:

Arrival Date	Departure Date	Event Start Date	Event End Date
9/29/2017	9/30/2017	9/30/2017	9/30/2017
City/State	Airport Name	Airport Identifier	Special Considerations
Crossville, Tenn.	Whitson Field	KCSV	FAX: 931-707-7922
Contract Name	Contract Address	Contact Phone	Contact Email
Chris Bennet	Contact Address	931-456-4810	Cbennett38572@yahoo.cor

2.0 Purchase Schedule

The Dixie Wing of the CAF agrees to provide the following aircraft to Client as indicated below to the Client Event:

Client Selection	Aircraft	Price	Crew	Estimated Fuel Requirements And Type	Estimated Oil Requirements And Type	Rooms	Cars
X	P-51 Mustang	\$4250.00	1	150 gallons	2 Gallons(A)	2	l
			1		2 Gallons (B)	1	
	LT-6 Mosquito	\$	2	180 gallons	2 Gallons (A)		
	PT-26 Trainer		2	45 gallons	2 Quarts (A)	2	
	Nakajima Kate	\$	2	180 gailons	2 Gallons (A)		
	Subtotal	\$4250.00					
	Deposit	(0)					
	Total	\$4250.00					

⁽A) Aeroshell 120W 60 weight Ashless Dispersant In Plastic Sealed Containers or Bulk by Agreement.

⁽B) Aeroshell 120 60 weight Mineral Oil In Plastic Sealed Containers or Bulk by Agreement.

-9/13/2017



DIXIE WING

(C) Phillips 25X60 In Plastic Scaled Containers or Bulk by Agreement.

3.0 Services

The Dixie Wing of the CAF agrees to provide the following services as indicated below to the Client Event:

Client Selection	Description	Comments	Price
X	Static Display	Type in A/C that's Static PT19,LT-6	Included
X	Air Display	20 Minutes Flying Per Aircraft Per Day	Included
	Custom Air Display		
X	1 Press/VIP Ride per A/C		Included
	PX On-Board Aircraft	General & CAF Good For Sale	

4.0 Additional Aircraft Support Requirements

Client shall provide the following for this event per the selections indicated below

Additional Aircraft Support Item	Selected		
Approved Fire Extinguishers For Each Aircraft	X		
Security Roping Around Aircraft	X		
Security Personnel Guarding Aircraft	X		
Hangar Storage	X		
Parking On Hard Surface	X		
Event Passes For Aircrew	X		
Meal Passes For Aircrew	x		

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to sign this Agreement as of the date stated above.

Commemorative Air Force	Airshow Name Here
Jim Buckley	Crossville Memorial airport clebration
Signature	Signature
_Jim Buckley Printed Name	Chris Bennett Chris Bennett Printed Name
Operatrions Officer	Airport Manager Title



ATTACHMENT A - GENERAL TERMS & CONDITIONS

1.0 Background

The Commemorative Air Force, a not for profit organization dedicated to the preservation of historical aircraft in flying condition. The CAF offers its aircraft and services to the Client so that the Client may provide them for their customers to enjoy.

It is recognized by both the CAF and Client that the preservation of historical aircraft in flying condition is a complex and expensive effort. In addition, it is recognized that special considerations are sometimes required above and beyond the normal operation of aircraft to ensure the safety of the aircraft, their pilots and crew as well as the safety of the Client and its customers.

2.0 Definitions

Static Display: Unless secured for press or paid rides, the aircraft provided will remain on the ground for public display. Fuel and oil top offs are provided upon arrival for each aircraft in attendance.

Air Display: The aircraft provided shall fly a display of the Client's selection and agreement, either a Standard Package, Custom Package or 20 minutes of aircraft flight at the direction of the client. Best efforts are made by the CAF that the Air Display shall be 20 minutes long, calculated from the time that the aircraft takes off to landing. A fuel and oil top off will be provided by Client for each aircraft participating in the air display upon completion of the air display.

Standard Package: The Client selects one of the predefined air display packages from the CAF. Current Standard Packages are defined on the CAF Dixie Wing's website at www.dixiewing.org. Best efforts are made by the CAF that the Standard Package shall be 20 minutes long, calculated from the time that the aircraft takes off to landing. A fuel and oil top off will be provided for each aircraft participating upon completion of the Standard Package air display.

Custom Package: In cooperation with the CAF, the Client designs an air display package to be performed by multiple aircraft of the Dixie Wing. The concept and operational details of the Custom Package will be defined prior to arrival by the CAF at the Client Event agreement. Best efforts are made by the Client and CAF that the Standard Package shall be 20 minutes long, calculated from the time that the aircraft takes off to landing. A fuel and oil top off will be provided for each aircraft participating upon completion of the Custom Package air display.

Aircraft Ride: An aircraft ride is defined as where the CAF carries a passenger in one of its aircraft. Press/VIP rides are calculated as 20 minutes long, calculated from the time that the aircraft takes off to landing. A fuel and oil top off will be provided for each aircraft participating in a Press/VIP ride. Processes and ride time for paying rides can be found on the CAF's Dixie Wing website at www.dixiewing.org.

Pre-Sold Aircraft Ride: A Pre-Sold Aircraft Ride is defined as where the Client has recorded the reservation for a ride on the Dixie Wing Pre-Sold Rides Form (attached) prior to the Arrival date at the Client Event. The CAF agrees to remit to Client ten (10) percent of the Pre-Sold Aircraft Ride revenue for each Pre-Sold Aircraft Ride executed by the CAF at the event per section 8.0 Payment Terms.

Estimated Fuel Requirements: The CAF makes best efforts to calculate the fuel requirements for the Client Event. These calculations include transit operations, flying at the event, specific air displays with a safety reserve. Client agrees to top-off aircraft upon arrival and after all air display and vip/media flying activities (paid rides excepted).

Estimated Oil Requirements; The CAF makes best efforts to calculate the oil requirements for the Client Event. These calculations include transit operations, flying at the event, and air displays with a safety reserve. Client agrees to top-off aircraft upon arrival and after flying activities (paid rides excepted).

Deposit: The CAF may request a deposit as financial security to reserve aircraft for a specific date. This request is at the discretion of the CAF.

3.0 Secondary Services

The Dixie Wing recognizes the additional value that we can add to the Client Event beyond or Aircraft and Services. At the request of the Client, the CAF can participate in flight demonstrations, marketing, media or education events pending Arrival/Departure dates and show schedules. These events will not require Aircraft Operation unless requested and purchased by the Client at mutually agreed commercial terms with the CAF. For media information requests, the CAF Dixie Wing provides its website at www.dixiewing.org as a source of content about our aircraft and activities.



4.0 Payment Terms

Client agrees to remit full payment prior to or on the Departure Date. Special payment terms can be arranged only by the mutual agreement of both parties. Payment shall be net of any Deposit.

For Pre-Sold Aircraft Rides, these rebates will be remitted back to the client within 10 (ten) days of the Departure Date of the Client Event.

Special considerations, if any, are defined below:

Payment supplied by Client through automated systems such as WAWF

Other payment schedule as defined below

5.0 Terms and Modification

This agreement can be modified in writing by the mutual agreement of both parties. The terms in this agreement reflect goods and services to be provided for this specific Client Event and should not constitute an obligation to provide same goods and services at the same pricing for future or other Client Events.

Client agrees not to negotiate or execute sidebar agreements with either other CAF members or subcontractors that provide the same goods and services in this agreement.

6.0 Insurance And Limitation Of Liability

The CAF can provide certificates of insurance upon request from the Client.

CLIENT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL THE CAF, ITS LICENSORS, ANY AFFILIATE OR ANY OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM DELAY, LOSS OF PROFITS, INJURY TO PERSON OR LOSS OF GOODWILL WHICH MAY ARISE IN CONNECTION WITH THE GOODS AND SERVICES PROVIDED.

7.0 Confidentiality

Both the Client and the CAF agree to hold in confidence the terms and conditions set forth in this agreement. Terms and conditions within this agreement can be shared with other parties only by mutual agreement of both parties.

8.0 Governing Law

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the state of Georgia. Evaluator hereby consents and submits to the exclusive jurisdiction and venue over any action, suit, or other legal proceeding that may arise out of, or in connection with this Agreement, by any state or federal court located within Fayette County in the State of Georgia.

9.0 Force Majuer

Neither party shall be in default by reason of any failure of performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the control or forseeability of such party.

10.0 Acceptance Terms

Aircraft present on the arrival date at the event shall constitute either full or partial acceptance of this agreement.

The CAF will make best efforts to provide the goods and services contemplated in this agreement. If for reasons beyond our control we are not able to provide all aircraft in this agreement, the CAF will offer a potential replacement aircraft. If Client does

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DIXIE WING

not approve of the replacement aircraft, then Client agrees to pay CAF the pro-rated amount of the agreement based upon aircraft that are present at any time during the Event Dates.

11.0 Termination

This agreement shall remain in force from execution through the Departure Date. The CAF will retain any deposits paid by Client if the Client cancels the CAF's participation in the Client Event. If the CAF elects not to/cannot attend the Client Event, all deposits will be returned to the Client within 10 days of notification by the client.

12.0 Transfer and assignment

Client agrees that it may not assign its rights or obligations under this Agreement without the prior written consent of the CAF.

13.0 Contracting with Governmental Agencies

The CAF will cooperate in providing all required documentation and contractor registration for entering into an agreement with an agency of the Government of the United States including "WAWF" electronic payment and invoicing.

14.0 ENTIRE AGREEMENT

The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes and cancels all previous understandings, representations, conditions, warranties and all other communications between the parties relating to the subject matter of this Agreement.

15.0 DIXIE WING CONTACT INFO

The primary CAF Dixie Wing contact for this agreement shall be:

DIXIE WING

1200 Echo Court

Peachtree City, GA 30269

678-364-1110 Fax 770-631-4043

sbdpilot@yahoo.com

CITY OF CROSSVILLE OPERATING ACCOUNT

392 N. MAIN STREET CROSSVILLE, TN 38555 135950

VEND:1

Dixiewing

135950

9/29/2017

DATE I.D.

I.D. PO #

DESCRIPTION

--- G/L DISTRIBUTION --

TAXXMA

9/29/2017 201709295767

79032

Aircraft Aircraft 110-47210-750-001 110-47210-750-001 4,250.00 4,250.00 8,500.00

CHECK TOTAL

8,500.00

CITY OF CROSSVILLE

OPERATING ACCOUNT 392 N. MAIN STREET CROSSVILLE, TN 38555 CUMBERLAND COUNTY BANK CROSSVILLE, TN 38557

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135950

87-431/641

DATE

9/29/2017 135950

AMOUNT

8,500.00

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Dixiewing

1200 Echo Court

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Peachtree, GA 30269

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