

THIS IS AN AGREEMENT OF TWO PAGES TO PERFORM A PERSONAL SERVICE, ANNOUNCING,

between

FRANK KINGSTON SMITH — One Fine Announcer™

and \_\_\_\_\_ hereafter referred to as the "Airshow"  
represented by \_\_\_\_\_, on this date \_\_\_\_\_

Please examine, sign and return the first TWO copies within TWO weeks, accompanied by a non-refundable advance of \$1,000. After two weeks, the date reservation cannot be guaranteed without the advance.

FRANK KINGSTON SMITH agrees to announce at (location): \_\_\_\_\_

on the following date(s): \_\_\_\_\_ through \_\_\_\_\_

The following letter explains the terms of the agreement.

Announcing fee: \$ \_\_\_\_\_ U.S.

Number of Daytime Show Days: \_\_\_\_\_ Number of Nighttime Shows: \_\_\_\_\_

A press-relations show, one which is NOT performed as a real-time "practice show", is announced without charge. A real-time "practice show" requiring full-time announcing and/or from which concessions revenue may be derived, with or without any admission charge, is deemed a "revenue" show, not a press-relations show, and is a "Show Day." It is contracted as such. Any "Nighttime Show" is an additional airshow performance.

The "Airshow" provides the following:

a) the cost of air travel between Phoenix, Arizona, and the showsite, on the date it is purchased, not before the advance of is received. If FRANK KINGSTON SMITH drives himself to the showsite, add \$0.30 per mile one-way between Scottsdale, AZ, and the showsite. The air travel amount is added to this agreement on the line noted "Travel";

b) transportation between the airport of arrival and the showsite or the airshow headquarters office. If FRANK KINGSTON SMITH's arrival airport is distant from the showsite, the airshow may either arrange to have him picked up at that airport, arrange to have a rental car waiting at the airport of arrival, OR FRANK KINGSTON SMITH can contract for a rental vehicle himself and the airshow can add that actual rental cost plus \$0.30 per mile one-way between the airport of arrival and the airshow site on the agreement line noted "Local Transport". In any case, the Airshow must notify FRANK KINGSTON SMITH of the local transportation arrangement no fewer than 60 days in advance of the show date;

c) a vehicle for local transportation (if a vehicle was not provided at the airport of arrival), and a room with a King-Size bed, preferably NON-SMOKING. Unless modified in writing, both are provided from Wednesday through the night following the final performance (assuming a weekend airshow;)

d) on the stage or announcing stand, a clean, smooth, dry, un-oiled eight-foot-long picnic-style table for the exclusive use of FKS, a plentiful supply of ice water, and a trash container;

e) any and all reservations specifically under the name of: **SMITH, FRANK K.** NEVER use any generic name or term in this reservation, such as "Airshow Announcer" or "Airshow Performer." This is a contractual obligation;

f) any mentions in any publication must use the entire name FRANK KINGSTON SMITH. It is a SERVICE MARK. It must not be truncated in any way; i.e. never use Frank K. Smith, Frank Smith, or F.K. Smith. This is a contractual obligation;

g) since FRANK KINGSTON SMITH is sponsored in part by SHOWLINE PROMOTIONAL PRODUCTS (SHOWLINE LLC), in any airshow-published information (e.g.; "Program"), there must appear in his likeness and name and the notation: "FRANK KINGSTON SMITH is sponsored in part by SHOWLINE PROMOTIONAL PRODUCTS." This sponsorship has reduced his announcing/appearance fee to the figure noted below. If the Airshow prefers NOT to publish this information, add \$3,000 to the total (Balance) of this agreement.

This agreement is in force, rain or shine. If FRANK KINGSTON SMITH is on-site and prepared to perform, he is due 100% of his performing fee, regardless of whether or not any portion of the airshow is flown. Similarly if FRANK KINGSTON SMITH is physically unable to perform for any reason, 100% of any advance paid to him will be returned immediately, and his responsibility to the airshow is discharged. If management of the airshow cancels performances at any time prior to the date(s) of the airshow, any advance fee paid to FRANK KINGSTON SMITH is retained by the performer.

Page ONE of TWO Pages

Your Initials here:

CONTINUATION OF AN AGREEMENT TO PERFORM A PERSONAL SERVICE, ANNOUNCING, between  
FRANK KINGSTON SMITH — One Fine Announcer™

and \_\_\_\_\_ hereafter referred to as the "Airshow"  
represented by \_\_\_\_\_, on this date \_\_\_\_\_

Below are the enumerations of Performance fee and associated expenses:

Performance Fee: \_\_\_\_\_

Travel: \_\_\_\_\_

Local Transport: \_\_\_\_\_ Includes fuel allowance of \$0.30 per mile one way.

Total: \_\_\_\_\_

Advance: ( \_\_\_\_\_ ) payable with this agreement)

Balance: \_\_\_\_\_ payable prior to the final airshow performance.

Non-sponsorship: \_\_\_\_\_ If the Airshow prefers NOT to publish FRANK KINGSTON SMITH's  
single line of sponsorship information as noted above, add \$3,000 to the  
total (Balance) of this agreement.

Grand Total: \_\_\_\_\_

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By initialling Page 1 and signing Page 2 and returning two (2) copies of this agreement. and enclosing a check the for "Advance" amount of \_\_\_\_\_ above, the airshow agrees to the terms set forth herein. If any OTHER agreement is substituted for this agreement, the airshow still agrees to abide by the basic provisions included herein. When the agreements are signed by both of us, it will constitute a CONTRACT for FRANK KINGSTON SMITH to perform a personal service (announcing) at this show.

\_\_\_\_\_  
Signature and Title of Sponsor's / Producer's Representative

\_\_\_\_\_  
Date

Yours very truly,

TO:

Frank Kingston Smith, 6345 East Shea Blvd., Ste B, Scottsdale, Arizona 85254-5427  
Email: FKS@FrankKingstonSmith.com  
Phone 480-607-1110; 800-607-6932 FAX 480-607-1112 ICAS Member #201

Pursuant to IRS reporting and issuance of an IRS Form 1099, Miscellaneous Income, Item 7 "Non-employee Compensation", please note:  
Frank Kingston Smith — One Fine Announcer is an independent contractor and a sole proprietorship.  
Military CAGE Code: 1NMA6