AGREEMENT BETWEEN THE NATIONAL AERONAUTIC ASSOCIATION

AND

THE INTERNATIONAL AEROBATIC CLUB

SECTION 1 – General: This agreement is between the National Aeronautic Association of the U.S. A., a nonprofit corporation with executive offices in Washington, D.C., hereinafter referred to as the NAA, and the International Aerobatic Club, a nonprofit corporation with executive offices in Hales Corners, Wisconsin, hereinafter referred to as the IAC.

SECTION II – Purpose: The purpose of this agreement is to define the relationship between the NAA and IAC, as a Division of NAA, and to set forth the responsibilities and obligations of each to the other.

SECTION III – Conditions: The NAA and IAC do hereby agree to the conditions set forth as follows:

A. The IAC is an organization engaged in an aviation activity that is the responsibility of a Permanent Committee of the Federation Aeronautique Internationale, hereinafter referred to as the FAI, specifically the International Aerobatics Committee (CIVA), as defined in the FAI statutes (This committee is responsible for examining matters relating to aerobatics and to the drafting of rules governing World Championships in this specialized field). Therefore, the NAA designates the IAC as a Division of NAA to function as the FAI Representative in the United States for the sport aviation activity in which it is primarily engaged as provided for in ARTICLE III, Section 3(a) of the NAA By-Laws.

B. As a Division of the NAA, the IAC shall be the sole authority in the United States to administer the applicable provisions of the FAI Sporting Code in accordance with the FAI Statutes relating to aerobatics. Under the general supervision of the NAA, in accordance with the NAA's responsibilities as the overall representative of the FAI in the United States, the IAC shall carry out the following responsibilities relating to aerobatics:

1 Sanctioning, supervising, and documenting official competitions and record attempts in the United States.

2 Developing, promoting, and aiding aerobatic activities in the United States.

3 Sending qualified representatives to meetings of the CIVA as required and when so designated by the NAA, including the sending of representatives to the FAI General Conferences and NAA meetings when required or so requested.

4 Selection, training, and participation of all teams representing the United States in all FAI international aerobatic competitions and World championships.

C. The NAA agrees to include on its Board of Directors one ex-officio member nominated by the IAC Board of Directors. Said ex-officio member shall be entitled to the same rights and privileges as other members of the Board, including voting.

D. The IAC agrees to include on its Board of Directors one Director-at-large nominated by the NAA. Said Director-at-large shall be entitled to the same rights and privileges as other members of the Board, including voting.

E. As a Division of the NAA, the IAC shall remain autonomous, shall retain its present identity, shall operate under its own Board of Directors and By-Laws, shall determine and control its own budget, and shall collect and disburse its own funds including those collected from its own members, gifts from individuals and organizations, and income from advertising and other revenues from its publications.

F. The IAC shall indicate on its letterhead and its public-cations its affiliation with NAA as follows: "A Division of the National Aeronautic Association," and shall further indicate on its letterhead or in its publication a statement to the effect that as a Division of the NAA it is the sole representative in the United States of the FAI for aerobatics.

G. The NAA shall indicate on its letterhead and in its publications the affiliation of the IAC as a Division of the NAA.

H. Where appropriate, IAC shall make available to NAA detailed financial statements, which shall include the disposition of all funds that NAA has appropriate to IAC. Similarly NAA shall make available to IAC detailed financial statements, which shall include a report on all funds that NAA has appropriated to other Divisions of NAA.

I. On request of NAA, IAC shall provide NAA once each calendar year a roster of the membership of IAC to include the name and address of each member. IAC further agrees to provide such additional and similar rosters of membership as may be requested by NAA, and NAA agrees to reimburse IAC for the administrative costs thereof.

<u>SECTION IV – Affiliation Fees:</u> The IAC shall pay to the NAA annually an affiliation fee. The Executive Committee of the NAA shall determine the fee after considering recommendations of the NAA Finance Committee. At least six months' notice shall be given before any fee increases are implemented.

SECTION V – Effective Date and Duration: This agreement shall become effective upon acceptance by the President of the NAA and the President of the IAC and shall supersede any and all previous agreements between the NAA and the IAC. This agreement shall continue in effect until revised, amended or terminated by mutual agreement, or terminated by action of either party. Unilateral termination shall require six months' notice unless both parties agree to waive the time requirement.

SECTION VI – Liability: This agreement shall not, in any way whatsoever, make either party liable for the debts or obligations of the other. NAA and FAI shall be held harmless as to any liability arising from IAC sponsored activities. IAC agrees to issue a certificate of insurance or policy endorsement attesting to the fact that NAA and FAI are named as co-insured or otherwise protected by insurance by any liability arising from IAC sponsored activities.

ACCEPTED FOR NAA, BY:	signed Clifton von Kann PRESIDENT	5/5/82 DATE
ACCEPTED FOR IAC, BY:	signed Michael Heuer PRESIDENT	5/5/82 DATE