

2026 SKYFIESTA MEDIA AGREEMENT

This Agreement is made between Sport Air Racing Council Corp (SARC) and Media Personnel:

- **Sport Air Racing Council Corp (SARC)** (hereinafter referred to as "SARC"),
- And the undersigned **Media Personnel** (hereinafter referred to as "Media Personnel").

1. Purpose

- SARC agrees to provide airside access to Media Personnel during the **SkyFiesta Las Cruces Air Race and Airshow 2026** for the purpose of capturing media content (photographs, videos, interviews, etc.) to publicize the event.

2. Media Content and Intellectual Property

- Media Personnel will supply SARC with media content produced during the event. Photographers will provide a minimum of 30 images for use by SARC for promotional purposes, use on the website, social media, and other media. Videographers will provide access to at least 10 minutes of footage for use by SARC. Podcasters and Content Creators will provide links to their content for use by SARC.
- SARC will have the non-exclusive right to use this content for promotional purposes, including but not limited to social media, website publications, and event marketing materials.
- All media content and intellectual property will remain the property of Media Personnel, who will retain full copyright and intellectual property rights over the content.

3. Payment of Royalty and Compensation

- There is no agreement for payment of royalties or compensation for content production
- Media Personnel are responsible for their own expenses. No compensation is provided by SARC for any incurred expenses.
- No compensation for content will be provided by SARC; however, there is no limit or restriction for monetization of content produced by Media Personnel.

4. Confidential Information

- The term "Confidential Information" means any information or material which is proprietary to SARC and which Media Personnel may obtain through contact with SARC Members. Confidential Information shall include any information provided by SARC concerning the business, associations, technology and information of the business of air racing. Any questions of confidentiality will be discussed with SARC.

5. Airside Access and Procedures

- SARC may provide Media Personnel with airside access during the event to designated areas for media coverage, in accordance with SARC's safety protocols.
- Media Personnel agree to comply with all procedures, rules, and instructions provided by SARC, including those related to safety and security while on the airside premises. Any wilful infractions of safety guidance will result in revocation of media access.
- No Media Personnel will access the "Hot Ramp" or "Pylons" without an approved escort.

6. Liability and Safety

- SARC will not be held responsible for the personal safety, health, or welfare of Media Personnel while they are on site during the event.
- Media Personnel are responsible for their own safety and for obtaining any insurance coverage they deem necessary for their activities during the event.

7. Governing Law

- This Agreement will be governed by, and construed in accordance with, the laws of the State of New Mexico, without regard to its conflict of law principles.

8. Entire Agreement

- This Agreement constitutes the entire understanding between the parties concerning its subject matter and supersedes any prior agreements or understandings, written or oral.