

CORVALLIS AREA RV SHOW & SALE
FEBRUARY 15, 16, 17, 2008
BENTON COUNTY FAIRGROUNDS, CORVALLIS

This Agreement is made between the Corvallis Area RV Show & Sale (Show or its Agent) and named Exhibitor. The Show and Exhibitor agree as follows:

1: This agreement is to occupy and use the premises for the purposes of exhibiting at the Corvallis Area RV Show & Sale (Show).

2: This authorizes Exhibitor to occupy and use the premises during the times of:

Move-in: Staging starting on Wednesday, Feb. 13th in **your designated locations only**. All exhibits must be fully installed and placed, ready for show no later than 8pm on Thursday, Feb. 14th. Exhibitors with unusual set-up requirements or other constraints must make arrangements with the Show Agent at least 20 days previous to Show opening. All exhibits and RV's must remain in place and intact until 6pm Sunday, Feb. 17th, 2008. Each Exhibitor must remove their RV's and displays, including but not limited to all boxes, crates and debris and other materials related to the exhibit prior to noon on Tuesday, Feb. 19th, 2008. The Agent reserves the right to charge the Exhibitor for the expense of removal and disposition of any property or item left after that time. Any additional charges for vehicles or displays still on site past this removal time will be charged directly to the exhibitor.

Event hours: Friday, February 15th – 10am to 6pm,

Saturday, February 17th – 10am to 6pm, Sunday, February 18th – 10am to 5pm.

3: Limitation of Liability: Agent and Show assumes no responsibility for any property placed on the facilities by Exhibitor and the Agent is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of the facilities and participation in this Show under this agreement and all watchman or other protective service desired by Exhibitor must be provided by separate agreement with the Agent.

4: Indemnity: Exhibitor agrees to defend, indemnify and save the Corvallis Area RV Show & Sale, its agents, their officers, agents and employees, harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person, including injury resulting in death, or damage, including loss or destruction of property, of whatsoever nature arising out of, or incident to, exhibitors employees, agents and others designated by exhibitor to perform, work or services attendant to this agreement and contract. Exhibitor shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments or other damages, directly, solely and proximately caused by the negligence or the Show, Agent, Benton County or any of its agents.

5: Costs and Attorney Fees: Should the Show or its Agent file suit or action against the Exhibitor on any cause arising in any way from this agreement and contract, the Exhibitor agrees to pay the Show such reasonable costs, such as attorney's fees and court costs, that the court having jurisdiction of the case may determine, in addition to costs and disbursement allowed to a prevailing party as a matter of law.

6: Discretionary Matters: Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the Show and its Agent.

7: Restriction on Exhibits: The Show and its agent reserve the right to restrict as allowed by the law the operation of any exhibit which may become objectionable to exhibitors or to the public. The contracted space is to be used solely by the Exhibitor whose name appears on the Agreement and no portion can be sublet or reassigned. Agent also reserves the right to limit the number of pre-owned RV's in any given display.

8: Aisles / Space: Aisles, walkways, emergency access drives and overhead spaces remain under control of the Agent and no signs, decorations, banners, advertising material, vehicles or exhibits may extend outside the defined limits of the assigned spaces **without prior approval of the Agent**.

9: Fire, Life and Code Regulations: All exhibits must comply with the appropriate Fire and Life Safety regulations. For information and / or details contact the Corvallis Fire Marshall office. Exhibitors must be in compliance with any and all required permits or licenses pursuant to your display. Exhibitors must have in their possession at the Show any licenses or permits required by the City, County or State.

10: Electricity: Each designated RV Vendor space will be provided one (1) 110 volts, 500 watt outlet. **Additional outlets must be ordered in advance and are subject to additional fees per outlet.** All electrical connections shall be equipped with an Equipment Ground Conductor. For any additional electrical requirements not featured here, contact the Show Electrical Contractor.

11: Noise: No sound amplification devices shall be used by exhibitors without the prior written consent of the Agent. If the agent approves the use of any such device, the exhibitor shall use the device in a manner that will cause the least disturbance. If the agent determines that any device so approved is causing unnecessary noise the agent may revoke the approval of the device and require the exhibitor to remove the device.

12: Show Services: Floor coverings, tables, chairs, tents and other materials not expressly covered by this agreement are the responsibility of the Exhibitor. Arrangements for such items should be made with the agent or the Show Supplier prior to the dates of the Show.

13: Cancellations / Refunds: If Exhibitor fails to pay the **balance of space rental 30 days before** the first set-up date, Exhibitors right to exhibit may be cancelled without further notice or refund of any deposit. If Exhibitor cancels its participation in the Show, such cancellation shall be considered a default on its part, any monies paid hereunder shall be retained by the Agent as damages. Exhibitor and Agent shall be bound by the terms and conditions and rules for exhibiting in the Corvallis RV Show & Sale.

14: Rights of the Agent in the event Exhibition is not held: Agent shall not be liable for any damages or expenses incurred by Exhibitors in the event the Show is delayed, interrupted or not held as scheduled, and if for any reason beyond the control of the Agent and the Show is not held. Agent may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by Agent.

15: Audio / Visual Consent: Exhibitor hereby consents to Agent's royalty-free use of visual and audio reproduction of Exhibitor and its employees, exhibits and signage including without limitation, recordings, photographs, video tapes, films and other images for the purpose of Agent's advertising and promotion of this and other Shows.

16: Agreement: Exhibitor agrees to comply with all Rules and Regulations of the Corvallis Area RV Show & Sale which are incorporated into this agreement and by reference made a part hereof, and with all other Show rules and regulations which may from time to time, as necessary, be formulated by the Corvallis Area RV Show & Sale, or Agent. This constitutes agreement of your participation in the Corvallis Area RV Show & Sale.

Exhibitor Name for publication: _____

Contact Name: _____ Contact Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cellular: _____ Fax: _____

Email: _____ web address: _____

Brief Description of products, brands to be sold

Please accept this application for the following exhibit space(s): (See map)

1st Choice _____ 2nd Choice: _____ 3rd Choice: _____

Total Space cost: \$ _____
(Deposit is 50% due with this application.)

Authorized by: _____ Date: _____

Print Name: _____ Title: _____

PLEASE MAKE A COPY OF THIS AGREEMENT FOR YOUR RECORDS. Sign and send the original with 50% deposit to Ingalls & Associates @ PO Box 2248, Lebanon, OR, 97355. Balance due 30 days prior to event. This constitutes agreement of your participation in the August, 2006 Corvallis Area RV Show and Sale.