

1. RENTAL FEES AND OPTIONS

See Contracts for Prices and Size of space.

Located on the Floyd County Fairgrounds. Additional space must be arranged for before arrival and will be charged to the Vendor at a rate of \$10 per square foot. In order to reserve an expo area you must provide an outline of lot size requested, including all dimensions and indicating equipment within the area. Additional space will be charged at the rate of \$10 per square foot. Calculate the square footage and enter amount in appropriate box on the front side of this form. A diagram of the area you are requesting and what will be placed in the area must accompany this application.

2. SALES

Any companies selling merchandise must conform to the legal tax ordinance of federal, state, county and city authorities. Forms will be available at registration and must be turned in before departure.

3. PAYMENT & CANCELLATION POLICY

Full payment must accompany this contract to secure space assignment.

All cancellations must be in writing. Companies that cancel 60 days prior to the expo will receive a full refund. After the 60 day cut-off, a 25% cancellation fee will apply to all cancellations; no refunds to companies that cancel one month prior to the expo.

Exhibitors that are 90 days past due with no confirming payment, will be automatically cancelled. If they wish to be reinstated, their space will be assigned according to availability upon receipt of a written request and full payment.

4. EXHIBITS

Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others.

SPACE ASSIGNMENT

Space assignment will be at the sole discretion of the promoter. Space assignment, written or otherwise, will not be guaranteed until check-in time. Promoter reserves the right to make last minute changes.

INFLATABLES, HEIGHT LIMITATIONS AND SAMPLING

Advertising over 10 feet high, inflatables and product sampling are not permitted without the expressed written consent of the promoter.

OPERATION

Promoter reserves the right to restrict the exhibit to a maximum noise level and to suitable methods of operation and display materials. If, for any reason, an exhibit and its contents are deemed objectionable by Promoter, the exhibit will be subject to removal. This reservation includes persons, things, conduct, printed matter or any item of poor character which management in its sole discretion considers objectionable to the events well being. In the event such an eviction or restriction is enforced, management will not be liable for refunding rental fees or funds for exhibition, except at its own discretion. Vendor agrees that management may substitute the actual space assigned to vendor if necessary.

EQUIPMENT RENTAL

Vendor must not injure or deface property. Should such damage occur, vendor is liable to property's owner. Vendor is responsible for lost or stolen rental equipment such as tables and chairs as well as all their own products and property.

UNOCCUPIED SPACE

Management reserves the right, should any rented vendor's space remain unoccupied on the closing hour of move in, or should any space be forfeited due to failure to make proper payment, to rent said space to any other vendor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of vendor to pay the full amount specified in his invoice for space rental should management not resell the space.

5. SUBLETTING OF SPACE

Vendor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials from other firms than his own in the vendor space without written consent of management.

6. LIABILITY EXCLUSIONS

Management will employ night security and will take reasonable precautions to safeguard vendor's property. However, management will not be liable for loss or damage to the property of vendors' or its representatives or employees from theft, fire, accident, acts of God or any other causes beyond his control. Vendor agrees to save the promoter, employees, management, its agents and employees free and harmless of and from all claims, demands, damages and liability of whatsoever kind and character asserted by any person or persons on account of damage to property or injury to or death of any persons occurring on or about the leased premises arising out of the use of the leased premises by vendor.

7. INSURANCE

Vendors' shall carry and maintain during the Event, including move-in and move-out days, and at his sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance. Vendor shall also carry insurance for property damage or combined single limit bodily injury and property damage policy.

Vendor warrants that by signing this contract he will comply with the insurance regulations of this contract.

8. UTILITIES

Management shall use reasonable care to have all power services installed in time for the opening of the Event. Proper and reasonable care shall also be taken to prevent the interruption of power service during the Event. However, management shall not be held responsible for late installation or interruption of any services that may occur.

9. INABILITY TO PERFORM

If management should be prevented from holding the Event or if it cannot permit vendor to occupy his space due to circumstances beyond its control, including but not limited to, strike, civil disobedience, acts of war, acts of God, management will refund to vendor the amount of rental paid by him, less a proportionate share of the event expenses, and management shall have no further obligation or liability to the vendor. If vendor shall have no rental payment, he nevertheless shall be obligated to pay his proportionate share of expenses.

10. MISCELLANEOUS

The person signing this agreement or the Promoter has full authority to bind the vendor to all provisions of this agreement. In the event any controversy or litigation should arise concerning this agreement, the prevailing party shall be entitled to its attorney fees and costs actually incurred in such litigation.

