

JeffCo HomeShow™ Exhibitor Agreement

By signing this agreement, Exhibitor agrees to the following two pages of **Terms and Conditions** regarding his/her participation in the Jefferson County Home Builders Association's (JCHBA) JeffCo HomeShow™, held on May 3-4, 2008, at the fairgrounds operated by the Jefferson County Fair Association (JCFA).



EXHIBITOR:

Company Name _____ Contact Person _____

Mailing Address _____

Telephone _____ Fax _____ E-mail _____

Terms and Conditions

Trademark and Logo: JeffCo HomeShow™ is a trademark of the Jefferson County Home Builders Association. Please use it as spelled here, two words with a capital letter in the middle of each, plus the TM in superscript. Use of the graphic (house) logo is allowed only with written permission from the JCHBA.

JeffCo HomeShow Hours: Buildings will be open at noon on Friday, May 2 for setup. A Friday evening preview party for Exhibitors is planned. JCHBA shall set the hours the buildings are open to the public. Exhibitors will be admitted to the buildings at 9 a.m. Saturday and Sunday. Booths must be staffed from 9:45 a.m. to 7 p.m. Saturday and 9:45 a.m. to 5 p.m. Sunday. All vehicles must be removed from the fairway by 9:45 a.m. during the show. Exhibits may not be dismantled, or merchandise packed up, until 5:01 p.m. Sunday, May 4. Early teardown will result in a \$500 fine and may lead to exclusion from future JeffCo HomeShows. Teardown will be allowed from 5:01p.m. to 9 p.m. on Sunday, and 9 a.m. to noon on Monday. Exhibitors shall be liable for all storage and handling charges resulting from failure to remove their property from the site, by the conclusion of the teardown period, at a rate of \$300 per day, plus \$500 for handling.

Exhibit Space: Indoor booths are 10'x10'. Outdoor space is 10'x20'; no structure or electrical extension cord is provided outdoors. JCFA may restrict the amount of electrical utility services provided, according to the capability of existing facilities. Additional (or other) energy sources for heat, light or power shall be at Exhibitor's expense and must be approved by the JCFA in writing. Booth spaces are subject to availability. Space assignment is at the discretion of the JCHBA. Booth space is assigned to whomever signs this contract. No portion of this space may be transferred or sublet without written permission of the JCHBA. All booth and decorative materials shall be flame retardant. Flammable fluids or hazardous materials of any nature are prohibited in any area. The Exhibitor is entirely responsible for the rented space and shall not damage it in any manner. Please remove all staples, nails, etc. from your space.

Be Nice to Neighbors: All surfaces of Exhibitors' displays exposed to a neighboring exhibit must be attractively finished. All parts of the exhibit, including personnel, will remain within the confines of the allotted space, unless authorized in writing by the JCHBA. No signs/displays/etc. will obstruct the view of neighboring exhibits. No amplification devices are allowed. No soliciting is permitted outside of your assigned space.

Food and Beverages: Exhibitors may give no food items to the public, except small candies, bottled beverages and other giveaways. Exhibitors are prohibited from distributing or consuming alcoholic beverages, during the time the show is open to the public. Food vendors must obtain a permit from the Jefferson County Health Department (615 Sheridan, Port Townsend WA 98368; 360.385.9400; www.jeffersoncountypublichealth.org) at least 10 days prior to the JeffCo HomeShow.

Parking: Vehicles shall be confined to parking lots and/or designated areas on the fairgrounds. Every effort shall be made by the Exhibitor to keep fire lanes surrounding all buildings clear and open at all times. JCHBA/JCFA reserve the right to tow away vehicles at the owner's expense. Disabled parking spaces are provided and will be strictly enforced by the JCFA and police department.

No Dogs or Pets, except guide dogs and service animals on leashes, are allowed in the buildings.

Insurance and Licensing: Exhibitor shall provide proof of \$1million in liability insurance to protect JCHBA/JCFA against any and all claims that may come from Exhibitor's activities/displays. Please list Jefferson County Home Builders Association and Jefferson County Fair Association as additional insureds. Exhibitors must comply with all applicable city, county, state and federal laws, licensing and regulations.

Right to Remove: The JCHBA/JCFA reserve the right to restrict or remove Exhibitors, without refund, that have been

misrepresented to the JCHBA in application, operation or are deemed to be unsuitable by the JCHBA/JCFA. This applies, but is not limited to, noise, persons, animals, things, conduct, printed materials, or anything of a character that might be objectionable to the show or the management. Offenders will be asked to leave the fairgrounds, if any of the terms of this agreement are violated. No refund will be given.

Cancellation of Contract: If the Exhibitor or the JCHBA cancels this agreement in writing before April 1, 2008, 50% of the booth price will be refunded. No fees are refunded after that date. Failure of Exhibitor to make payment entitles the JCHBA to cancel this agreement without notice. If Exhibitor fails to check in by 9 a.m. May 3, JCHBA has the right to reassign or rent out the space without further notice or obligation. An Exhibitor failing to occupy the space contracted for is still obligated to pay the full rental price, as originally agreed.

Returned check fee: \$50

Warranty and Acts of God/Fires/Exploding Pipes/Etc.: JCHBA makes no representation or warranty regarding the success of the show, including but not limited to, attendance, Exhibitor participation, weather, or the success of Exhibitor's display. JCHBA shall not be liable for any damages or expenses incurred by an Exhibitor if the JeffCo HomeShow is delayed, interrupted, not held as scheduled, or cancelled for any reason beyond the control of JCHBA. In the event of complete cancellation, JCHBA may retain some dollars from Exhibitor payments to defray expenses already incurred.

Security: JCHBA will provide overnight security for the outer perimeters of the Jefferson County Fairgrounds on May 2, 3 and 4. However, neither the JCHBA, nor JCFA, will assume liability for any display item, material or merchandise lost, stolen or damaged while at the fairgrounds. Each Exhibitor shall be responsible for the security of all items from setup through teardown.

Stay at the Fairgrounds: For your convenience, RV and campsites are available on the fairgrounds. Exhibitors camping on the grounds will be required to stay in the campground. To do so, please contact fair management at 360.385.1013. www.jeffcofairgrounds.com/camping.htm.

Indemnification: JCHBA/JCFA assumes no risk or liability, arising from any event occurring at this space that causes any damage, loss or injury to any person or merchandise in said space. Exhibitor shall indemnify the JCHBA, the JCFA, and all of their officers/staff/agents against, and hold harmless for, any and all claims (including those involving bodily or personal injury, or death of any person, or damage to any property), actions, suits, costs, expenses, damages and liabilities of whatsoever nature (including attorneys' fees) relating to, any alleged negligent acts by any of the above named.

Exhibitor shall also indemnify the JCHBA/JCFA, et al. for any claim of strict liability in tort imposed upon them for allowing Exhibitor to display any product having any defect or claimed to have any defect. It is agreed that Exhibitor shall inspect all products or related items and remedy all defects prior to the show. Exhibitor expressly and unequivocally agrees to be held responsible for any and all negligent acts of the above named, in failing to discover and remedy any and all defects and for strict liability in tort imposed upon the JCHBA, JCFA, or any or all of their officers/staff/agents for allowing Exhibitor to display or otherwise distribute products or items in defective condition.

The provisions of this section shall survive the expiration or termination of this agreement.

Disputes: The laws of the State of Washington govern this agreement. The parties agree that the Jefferson County, Washington, courts will have exclusive jurisdiction to determine the validity, construction and performance of this agreement and the legal relations between the parties. Before taking it to court, however, the parties agree to discuss any disputes arising from this agreement in mediation, through the Peninsula Dispute Resolution Center. Should it become necessary for the JCHBA/JCFA to obtain legal counsel to enforce any provisions of this agreement, Exhibitor shall be liable for all reasonable costs incurred by the JCHBA/JCFA. The provisions of this section shall survive the expiration or termination of this agreement.

Complete Agreement: This agreement contains all terms and conditions agreed on by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or bind any of the parties hereto.

I agree to the Terms and Conditions of this agreement, as set forth on both pages.

Authorized Signature _____ Date _____

Print name _____ Title _____

_____ Date _____