

Trade Shows West, Inc. SkiFever & Snowboard Shows 2019

CONTRACT FOR EXHIBIT SPACE

The undersigned (Exhibitor) hereby contracts with Trade Shows West Inc. (Management) for participation in the 2018 "SkiFever & Snowboard Show" in one or more of the following locations: Portland, and/or Seattle. All parties have read and agree to be bound by the provisions of this Contract and the (Recitals) and Regulations which are part of this Contract.

EXHIBIT BOOTH(S)

- Standard Booths:** 10' deep and 10' wide and are furnished with an 8' high draped backwall and 3' high draped siderails. They are not supplied with any other facilities or furniture, except exhibitors can purchase additional items through the decorator at own expense.
- Islands:** Are not provided with drapery UNLESS at the written request of the Exhibitor at least four weeks prior to Expo dates.



COMPUTATION OF EXHIBIT FEE

Exhibitor must either:

- (a) Pay the entire Exhibit Fee with the submission of this contract;
- OR**
- (b) If this Contract is submitted prior to August 1, 2019 elect to pay one-half of the Exhibit Fee at the time of submission. **The balance is due on or before September 1, 2019** (If submitted after August 1st, the entire Exhibit Fee must accompany Contract.)

DEPOSIT'S ARE NOT REFUNDABLE.

REGISTRATION

Register your participation using portlandskifever.com online and for costs and floor plans or fill out this contract and save as pdf and email back to Trade Shows West email skifeveror@aol.com

All booth placements will be determined by Trade Shows West Inc. upon receipt of a signed contract accompanied with payment.

Booth Location Booth Cost Notes

<input type="checkbox"/> Portland, OR November 1, 2,3, 2019			
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Company Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

E-Mail: _____

Credit Card #: _____ Exp: _____ + 3% Processing Fee

Signed By: _____ Date: _____

Full Name on Card: _____

IN WITNESS WHEREOF: we the undersigned (the exhibitor) herto sign our name this _____ day of _____ 2019

MAKE CHECKS PAYABLE TO: TRADE SHOWS WEST INC.

** All checks / money orders must be payable in U.S. Dollars*

4634 NE 40th Ave, Portland, OR 97211

Booth Carpet, electrical, tables and chairs are not included in the booth cost. Refer to our exhibitor information at portlandskifever.com for our decorating contractor to place orders.

FOR TRADE SHOWS WEST INC. ONLY:

Total Amount Due: _____

Amount Paid/Date: _____

Balance Due: _____ Date Pd: _____

Approved By/Date: _____

Type or write your legal signature

Print name if written signature

RECITALS:

These recitals and regulations are an integral part of the Contract. Any organization, entity or individual paying a participation fee and/or occupying booth space as an Exhibitor ("Exhibitor") shall be bound by the rules and regulations set forth herein and by such amendments or additional rules and regulations which maybe established by show management, Trade Shows West Inc. ("Trade Shows West Inc."). Situations not explicitly covered by these recitals are subject to determination by Trade Shows West Inc., in its sole discretion

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) INCORPORATION OF RECITALS. The recitals herein (on this page and on the back page) set forth are hereby incorporated herein by this reference.
- 2) DEFAULT BY EXHIBITOR. The actual occupation of the space is of the essence hereof: in the event the Exhibitor shall not so occupy said space prior to official opening of trade show then and in such event the Management is expressly authorized to occupy or cause said space to be occupied in such manner as it may deem best for the interests of said trade show without any rebate or allowance whatsoever therefore to Exhibitor and without in anyway releasing the Exhibitor from any liability hereunder, and the Exhibitor expressly agrees to pay to Management the full amount herein above set forth.

(continued on page 2 of recitals)

Recitals continued:

- (3) RIGHT TO ASSIGNMENT. Exhibitor shall not, without the prior written consent of the Management, assign or sublet such space, or part thereof.
- (4) SOUND LEVEL. Mechanical or electrical devices which produce sound must be operated so as not to prove disturbing to other exhibitors. Management reserves the right to determine the acceptable sound level in all such instances.
- (5) RIGHT TO CANCEL SHOW. The Management will not be liable for the failure to fulfill this contract due to any of the following cause or causes not reasonably within the control of management:
- (a) By reason of the enclosure in which the trade show is to be produced being, before, or during the trade show, destroyed by fire or other calamity;
- (b) For purposes hereof, the phrase "cause or causes" shall include, but not by way of limitation: fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restraints or orders of civil defense or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott, or other labor disturbance, inability to secure sufficient labor, technical, or other personnel, inability to obtain or secure sufficient sponsors or exhibitors, failure, impairment or lack of adequate transportation facilities, inability to obtain, or condemnation, requisition or commandeering of, necessary supplies or equipment, local, state or Federal law, ordinances, rule, order, decree or regulation, whether legislative, executive or judicial, and whether constitutional or unconstitutional, or Act of God.
- (c) In the event that, for any reason, the trade show is not held as proposed, the Management will refund to Exhibitor a proportionate share of payments made after deducting non recoverable expenses incurred, and thereupon Management, officers, employees, and agents shall be jointly, and severally, released from any and all claims which may arise in consequence thereof. In no event shall Management be liable for loss of profits, business or any other damage to Exhibitor through cancellation for such causes.
- (6) ACCEPTANCE OF CONTRACT. This signed agreement is binding upon receipt by an officer of Trade Shows West Inc.
- (7) RIGHT TO LIKENESS. Management has the right to use your likeness in any video, newsprint or other media to promote the show.
- (8) CHARACTER OF EXHIBITS. The Management may license space for any Exhibit of interest to the general public or of educational value. The Management will prohibit the installation of any Exhibit not meeting its approval. Distribution by Exhibitors of any printed matter, souvenirs, or other articles shall be restricted to the space occupied by their Exhibit.
- (8 a) Exhibitors must follow all Facility rules and regulations. Please pay special attention to the rules concerning the use of copyrighted material and damage to the building. A complete list of recitals are available upon request at any time from the facility.
- (9) INSURANCE AND LIABILITY. Insurance if desired by the Exhibitors must be obtained by them at their own cost and expense. The Management assumes no risk: and by the acceptance of this Agreement, the Exhibitors expressly release the Management of any and all liability for any damage, injury or loss to any person or goods which may arise from the use and occupation of said space by Exhibitors, and agree to hold and save the Management harmless of and from any loss or damage by reason thereof.

The Management assumes no responsibility whatsoever for any property placed in the trade show and the Management is hereby expressly released and discharged from any and all liability from any loss, theft, injury or damages to persons or property sustained while on the trade show grounds.

(10) SETTING UP OF EXHIBITS. Exhibits will be set up and complete AT LEAST TWO HOURS prior to the opening of the trade show, and must be open and staffed during all published trade show hours. Exhibitors arriving after trade show opens for set-up, or not ready at trade show opening, may be denied Exhibitor and Staff credentials.

(11) DECORATIONS, SIGNS, PLANS, ETC. All decorations must be of fireproof material, or be made fireproof by treatment with liquid. No partitions or rails over four and one-half (4 1/2) feet in height will be permitted between trade show spaces, without prior written consent.

(12) CARE OF EXHIBITS. While the trade show floor not occupied by Exhibitors will be cleaned by the Management, Exhibitors must cooperate by not throwing refuse on the floor, or any other material which will endanger public safety or inconvenience other Exhibitors during trade show hours. Interior of exhibit must be swept out and put in orderly condition before leaving the trade show each evening, as janitors remove all refuse during the night, and are not permitted to enter into any exhibit for any reason.

(13) UTILITY SERVICES. Management agrees to provide for the use of the Exhibitor in operation of the space the following;

(a) Furnish drapery backdrops for the booth and a booth sign.

(b) All discretionary services (labor, electric, drayage, etc.) must be performed by authorized personnel, and by Union Labor wherever required.

(c) Exhibitor shall pay for all lights, power, utilities, water, or other services in connection with his own exhibit.

Exhibitor shall have no authority to incur, and will not incur any expense, cost or liability as, for, or against Management. The Exhibitor shall pay all costs and expense whatsoever in connection with his exhibition, including moving in and moving out. Exhibitor shall be liable for any and all damages which he may cause to the building, or otherwise in connection with his exhibit.

(14) STORAGE SPACE. Each Exhibitor must look after his own packing cases, boxes and other property.

(15) REMOVAL OF GOODS. No exhibit, or portion thereof, may be removed during the trade show without the prior written consent of the Management.

Removal of goods from the trade show must be effected through the shipping entrance only upon obtaining and filling in detail the required Removal of Exhibit form from the Management office. Exhibitor expressly agrees that all parts of his exhibit will remain intact until the close of the trade show.

At the conclusion of said trade show, Exhibitor shall completely remove his exhibit and all installation, and shall place his space in the same condition as after the close of the trade show

(16) TICKETS. General admission tickets will be sold at the box office at the entrance to the trade show, which shall entitle the holder to see all displays in the trade show area.

(17) EMPLOYEES PASSES OR BADGES. Number of Employees' passes or badges will be issued after FULL PAYMENT shall have been made for space upon the receipt of written application from the Exhibitor giving names and duties of employees constantly employed in their booths. Such application shall be made not later than fifteen (15) days prior to set up. Management reserves the right to limit the number of passes to each Exhibitor.

(18) DATES. If the Management shall consider it inadvisable to hold said trade show at the time and/or the place herein provided, the Management shall have the right to change the date and/or the place within the same city or county, the same shall be held by giving Exhibitor written notice thereof by mail addressed to the address given above.

(19) DISMANTLING OF EXHIBITS. Exhibitor shall be responsible for cleaning out and dismantling the entire booth upon the conclusion of this trade show. Such cleaning shall include the disposal of all materials distributed by Exhibitor and the dismantling of the entire booth. Exhibitor agrees to pay Management any cost incurred by Management as a result of Exhibitor's failure to comply with this Paragraph.

(20) DAMAGE TO PREMISES. Exhibitor further agrees to be liable to Management for any damage caused to Management as a result of any damage, harm or injury to the space or to any real or personal property of the owner of the Building caused by any act or omission of Exhibitor or its performer or employees, guests, invitees, contractors, suppliers or material furnished services in connection with the use and occupancy of the space or any other space of the Exhibition premises excluding normal wear and tear.

ALL GUMMED OR ADHESIVE STICKERS ARE PROHIBITED, AND IF USED, MAY BE SUBJECT TO \$500.00 CHARGE FOR REMOVAL OF SAME FROM:
EXHIBITION PREMISES AFTER TRADE SHOW CLOSES!

Nothing shall be nailed, screwed, stapled, taped, wired or otherwise fixed to walls, floors or ceilings of any part of the trade show building. All required measures for such protection of the building shall be at EXHIBITOR'S expense.

(21) LICENSE. The Exhibitor shall procure at its own cost and expense any necessary licenses and official permits necessary for the purpose of displaying and exhibiting merchandise at said trade show.

(22) AMENDMENTS. These rules, regulations and conditions have been drawn for the purpose and intention of providing a well-balanced, well regulated, attractive and successful trade show. In an effort to provide the greatest good to the greatest number the Management shall have full power to so interpret the rules and regulations or make such rulings as may appear to be for the best interest of the entire trade show, and any and all amendments of the foregoing rules, regulations and conditions shall bind the Exhibitor.

(23) OREGON AND WASHINGTON LAW. This Agreement shall be governed by and be construed according to the laws of the States of Oregon and Washington.

(24) ATTORNEY'S FEES. If legal action shall be necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.