

# BIG HORN OUTDOOR ADVENTURE SHOW TERMS & CONDITIONS

The show will be held at the Spokane County Fair & Expo Center, Spokane, WA. Dates of the show will be March 19<sup>th</sup> -22<sup>nd</sup>, 2020

**CONSTRUCTION OF BOOTH:** The Inland Northwest Wildlife Council has sole jurisdiction over who will appear in this space and what will be displayed. Each 10 x10 exhibit booth will consist of 8 ft high back wall and 3 ft high side dividers. Booth drapery and electrical service will be provided. The rules listed below must be followed. The INWC shall decide just how and where this space will be located. No space may be sublet.

**NO EXHIBIT WILL BE DISMANTLED IN ANY WAY PRIOR TO CLOSING TIME ON SUNDAY. IN THE EVENT YOU DO SO YOU WILL NOT BE RENTED SPACE IN THE FOLLOWING YEARS SHOW.**

All exhibit booth set-ups must be done by 10:00 am on starting day of show. All exhibits must have an attendant during the show. Displays shall be contained within the exhibit space without projections which could disturb other exhibitors.

**HOLD HARMLESS AGREEMENT :** In consideration of the mutual promises herein contained, and as a further consideration for the undersigned hereby agrees that it will hold said INWC harmless of any type of action or cause of action in any nature whatsoever that might arise from the use of exhibition space, whether such cause of action shall arise in favor of the undersigned, its employees or any members of the general public who may come upon the leased exhibition space operated by the undersigned.

**EXHIBITOR COVENANTS:** Show Manager reserves the right in its sole discretion to: \* Should any rented space become unoccupied on the opening day, or at anytime thereafter, the Show Manager may rent said space to another exhibitor, but this shall not be construed as affecting the obligation of the no show exhibitor to pay the full amount of the Rental Agreement, whether or not said space is resold.

\* In the event Exhibitor defaults in the performance of any of the terms and regulations contained in this agreement, and if Show Manager employs attorneys to enforce any part of the Agreement, exhibitor shall reimburse Show Manager for attorney's fees incurred whether or not suit is actually filed.

**THE BIG HORN OUTDOOR ADVENTURE SHOW RULES GOVERNING EXHIBITS:** The INWC reserves the right to void this contract and refund exhibitor's rent, not to exceed the amount paid at the time of revocation if in the judgment of the INWC, the exhibit does not promote the forgoing purposes, or if the exhibitor has misrepresented their product or service.

**BUILDING:** No consumption of alcohol is permitted inside the facilities with the exception of approved space and/or location by the Show Manager. **ALL DECORATIONS MUST BE FLAME-RETARDANT.** Fire regulations must be adhered to and each exhibitor is responsible for seeing that their display meets with the Fire Marshall's regulations and approval. All exhibits must comply with city, county State and Federal ordinances and regulations, all City, County, State, and Federal licenses, inspections and/or permits required by law of any exhibitor in the installation or operation his/her display shall be obtained by the exhibitor at the exhibitor's expense prior to the opening of the Show.

**MISCELLANEOUS:** Exhibitors and non-profit organizations are ABSOLUTELY PROHIBITED from soliciting other vendors for donations. Pets (including dogs) are not allowed in the show, unless directly related to your business and are part of a performance or a service animal.

\* The Big Horn Outdoor Adventure Show will assume no responsibility for theft, damage or lost articles or exhibits, but will use any means possible to protect said exhibits by furnishing security 24 hours a day beginning at 9 AM Tuesday before the show and ending at 12AM Monday following the show.

\* Exhibitors will be given 14 hours from the conclusion of the show 4 pm Sunday, to remove all of exhibits. Any materials or equipment which has not been removed 24 hours after the close of the show shall become the property of the INWC and at its options the INWC may take other steps which may be deemed appropriate in disposing of such materials and equipment.

\* Use of public address systems and other sound amplification will not be permitted except by special arrangement and approval of the show manager.

\* NO Helium-filled balloons will be used or given away in the buildings.

**The use of nails, tacks, or staples in the walls, the posts or floors is NOT ALLOWED. Special tape only, approved by fairgrounds will be used on all wall surfaces.**

\* Failure to pay balance of moneys owed in full at check in, preceding the Show without the Show Manager's approval shall result in forfeiture of any money paid.

\* Exhibitor agrees to indemnify and hold harmless Show and Show Manager against all claims, fees, loses, suits, damages, judgments expense costs and charges of every kind resulting from Exhibitor's occupancy of the exhibit space or its environs, for any reason or resulting from personal injuries, death, property damages or any other cause sustained by the exhibitor, or its officers/agents. Show Manager is not responsible for any errors, omissions, typos, misspellings, etc, in any show publication, advertising or electronic media.

\* No exhibitor or his/her agent may distribute in any manner materials, printed or otherwise, on the Spokane County Fairgrounds including all buildings (interior & exterior) , parking lot or other location except in the space leased by contract. The county does not allow printed material or other material to be placed on vehicles located in the Spokane County Fair & Expo Center property.

\* If an exhibitor fails to fulfill his/her obligation to the INWC/Big Horn Outdoor Adventure Show, said exhibitor may be prohibited from participating in the show and may be required to forfeit any payments made to the INWC/Big Horn Outdoor Adventure Show. All rules governing the show will be interpreted and determined by the Show Manager.

IT IS AGREED: Subject to the Terms and Conditions on this page, which are incorporated in and form a part of this Agreement, and upon acceptance of the Agreement by the INWC, we, the undersigned (exhibitor), agree to reserve from the INWC the number of booths stated herein for the duration of the current Big Horn Outdoor Adventure Show.

**INSURANCE: Upon execution of the Agreement and prior to the Vendors set up at the Big Horn Show the Vendor shall carry commercial general liability insurance on ISO for CG 0001 ( or substitute form providing equivalent coverage) AND THE Vendor shall provide the Inland Northwest Wildlife Council with a Certificate of Insurance and Additional Insured Endorsement on ISO for CG 20 10 11 85 ( or substitute form providing equivalent coverage) naming the Inland Northwest Wildlife Council and Additional Insured's thereunder. Additional insured coverage shall apply a primary insurance with respect to any other insurance afforded. The coverage available to the Inland Northwest Wildlife council, as Additional Insured shall not be less than \$1 million dollars Each Occurrence, \$1 million General Aggregate, \$1 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury, and liability assumed under and insured contract (including the tort liability of another assumed in a business contract). All Vendor insurance carriers must maintain and A.M. Best rating of "A" or better. Coverage shall be afforded to the Additional Insured's whether or not a claim in in litigate**