



**2019 Trade Show Booth
Registration**

Oregon State Fairgrounds
Salem, Oregon

Saturday, April 27
8:30 am – 5 pm

Sunday, April 28
10 am – 5 pm

Please complete this contract, keep one copy for your records, and return original by March 10, 2019 with your check made payable to Oregon Ag Fest.

Mail to:
Oregon Ag Fest
PO Box 9141
Salem, Oregon 97305

Spaces will be filled on a first-come, first-serve basis with preference given to repeat exhibitors.

Please review terms and conditions within this application.

If you have questions, please visit our website at www.oragfest.com or call Michele Ruby, Executive Director, 503-508-2868, or email at michele@ruby-do.com.

Each 10 x 10 booth space includes pipe & drape side and back panels, and 4 booth passes. Additional equipment and passes can be provided for an extra charge (see rates below). Note: passes are needed each day per person and are surrendered upon entrance. Your hand is stamped each day so you may have in and out privileges.

PRICE STRUCTURE

10 x 10 non-corner space	\$175.00	Table(s)	\$25.00
10 x 10 corner space	\$225.00	Chair(s)	\$ 5.00
1 – 110 volt outlet	\$ 65.00	Additional Passes	\$ 6.00

Trade Name: _____
(as you want it published)

Contact Person: _____

Address: _____

City/State: _____ Zip: _____

Phone: _____ Email: _____

What will you be exhibiting: _____

I request _____ booth space(s) \$ _____

I request _____ table(s) \$ _____

I request _____ chair(s) \$ _____

I request _____ electrical outlet(s) \$ _____

I request _____ additional booth pass(es) \$ _____

Total: \$ _____

BOOTH SPACE REQUEST

Booth space requests are processed in the order they are received. Note: if you need electrical, booth locations are assigned along the walls of the building first. Please choose your top 3 spaces. Every effort will be made to ensure you are located in an area you request:

1st _____ 2nd _____ 3rd _____

The undersigned has read this contract and agrees to all terms and conditions set forth on this contract, and on any attached exhibits or addenda. Please sign this page, and initial the following three pages indicating you have read and understand all conditions. Your booth assignment, passes, and additional information will be sent to you on or before April 11, 2019.

Printed Name: _____

Signature: _____ Date: _____

Application & Eligibility: Application for booth space must be made on the printed form provided by Ag Fest, contain the information as requested, and be executed by an individual who has the authority to act for the applicant. Ag Fest shall determine the eligibility of any company, product, or services and may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of Ag Fest, with the educational character or objectives of the exhibition. In the event the application is not accepted, any paid space rental fees accompanying the application will be returned within 30 days of receipt. In the event the actual booth display is not compatible, in the sole opinion of Ag Fest, during the actual event, paid fees will not be returned. Once the signed application is accepted, it becomes a Contract for Services.

Exhibit Booth Space and Price: are set by Ag Fest, announced on the registration form and will not be altered once the application has been accepted.

Payment Due Date: No booth space can be reserved. Full payment must accompany the signed application.

Cancellation of Booth Space: There are no refunds for cancellations unless the cancelled booth space can be resold. If that is the case, a refund check, less a cancellation fee of \$25.00, will be returned to the exhibitor 30 days after the event has concluded. If, for any cause beyond the control of Ag Fest such as, but not limited to, the destruction of the exhibit facilities, and Ag Fest is unable to comply with the terms of the Contract, and deliver space allotted hereunder, the Contract shall be considered terminated and any payments made hereunder by the exhibitor shall be refunded, less expenses incurred by Ag Fest to the date of termination.

Assignment of Booth Space: Space shall be assigned on a first-come, first-serve basis, according to the date which the Contract is received.

Booth, Furnishings, Equipment and Service: A uniform space shall be assigned to exhibitors. Exhibit displays must not project so as to obstruct the view of any adjacent booth. This includes a height limitation not to exceed 8' on all vendor booths.

Conduct of the Exhibitor: The advertisement or display of goods or services other than those manufactured, distributed, or sold by the exhibitor in the regular course of business and identified in this Contract is prohibited. An exhibitor may not assign, sublet, or apportion all or any part of the contracted booth space, nor may an exhibitor permit the display, promotion, sales or marketing of non-exhibitor products or services. Interviews, demonstrations, and distribution of literature or samples must be made within the booth area assigned to the exhibitor. Canvassing or distributing of advertising outside the exhibitor's own booth will not be permitted. There is no restriction on selling on the exhibit floor provided that sales transactions may be conducted only within the exhibitor's own booth. Exhibitors are responsible to the U.S. Internal Revenue Service for the collection and submission of the applicable state and local sales taxes for sales, which occur on the exhibit floor. Exhibitors may not serve or dispense food or beverages of any type from their booths or in the exhibit area without the consent of Ag Fest. Helium balloons are not allowed. No part of the display, including products, is permitted outside the exhibit space. Products and furnishings should be arranged with the safety of the exhibitors and attendees in mind. Ag Fest reserves the right to restrict the operation of, or evict completely, any exhibit which, in the sole opinion of Ag Fest, detracts from the general character of the exhibition as a whole. This applies to displays, literature, advertising royalties, souvenirs, conduct of persons, etc. No exhibits will be permitted which interfere with the use of, or impede access to, other exhibits or impede the use of any aisle.

Special Visual and Sound Effects: Audiovisual and/or other sound and attention-getting devices and effects will be permitted with prior approval from Ag Fest. The intensity level of said devices must not interfere with the activities of neighboring exhibitors, Ag Fest programs, or other event site programs. Ag Fest shall determine the intensity level of said devices and may reject the usage of said devices if, in the sole opinion of Ag Fest, they are not compatible with requirements set forth in this Contract.

Music Licensing: The exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors including, but not limited to, any music performance agreement between Ag Fest. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and present Ag Fest with a copy of such license or grant no less than 30 days prior to the start of the event.

Fire Regulations: No exhibitor shall use any flammable decorations or coverings and all fabrics or other materials used shall be flameproof.

Advertising Material: Ag Fest will not endorse, support, or be liable for the claims made by the exhibitors as to the qualities or merits of their products or services, and no advertising or mention will indicate, claim, or suggest such endorsement or support. All hand outs must be distributed within the exhibit booths.

I have read and understand this application _____

Unacceptable Exhibits: The exhibitor agrees not to use any displays that Ag Fest determines, in its absolute discretion, will unreasonably endanger the person or property of the attendees or of the exhibitors, are in bad taste, are liable to discredit or subject Ag Fest to criticism or legal liability, are inconsistent with the stated purposes of Ag Fest and the interest and welfare of its members, are harmful to the property rights of Ag Fest, or violate the booth regulations or any other provision of this Contract. In the event Ag Fest determines at anytime that any exhibit may or does violate this Contract and the exhibitor is unable or unwilling to cure or correct such violation, Ag Fest may terminate this agreement immediately and forbid erection of the exhibit or may remove or cause the exhibit to be removed at the exhibitor's expense, and the exhibitor hereby waives any claim for refund or the exhibit booth or other damages arising out of such termination and/or exhibit removal. Any exhibitor who is uncertain as to whether an exhibit is in compliance with all applicable regulations and requirements should contact Ag Fest.

Installation and Dismantling: All exhibits must be set up on the day preceding the event; assembly of exhibits during regularly scheduled event hours will not be permitted unless pre-approved by Ag Fest. If any booth space is not fully installed prior to the start of the event, Ag Fest may take down the booth and charge the exhibitor a labor fee. Dismantling of a booth must begin at the end of the event. Early removal is prohibited; violating this policy will result in a fine. All materials must be removed at the end of the event unless pre-approved by Ag Fest.

Failure to Occupy Space: Any space not occupied at the start of the event, shall be forfeited by the exhibitor. Space may be reassigned, resold or used by Ag Fest without refund to the exhibitor.

Additional Exhibitor Services: Other services not offered by Ag Fest, but available by the Convention Site Management, shall be requested and paid directly to the Convention Site (i.e. freight delivery).

Limitation of Liability; Indemnity: Under no circumstances will Ag Fest, its affiliated entities and individuals, or the venue of the Event and its affiliated entities and individuals (the "Event Providers") be liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Ag Fest's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Exhibitor for the Space. Ag Fest is not liable for any errors in any listing or descriptions or for omitting Exhibitor from the Event show guide or other materials. None of the Event Providers are liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings, except to the extent such liability arises directly from the negligence or willful misconduct of the Event Providers against whom liability is sought to be assessed. Exhibitor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to: (i) Exhibitor's construction or maintenance of an unsafe Exhibit, (ii) the negligence or misconduct of Exhibitor or its agents, and/or (iii) Exhibitor's breach of any commitment made hereunder. Exhibitor must maintain proper insurance coverage for its property and liability, and Exhibitor represents and warrants that it has obtained adequate insurance of at least USD\$1,000,000 to cover its potential liability hereunder. Exhibitor agrees to furnish Ag Fest an insurance certificate reasonably acceptable to Ag Fest, which names Ag Fest as additional insureds under the contract of insurance. If Exhibitor fails to provide Ag Fest with proof of its having obtained insurance coverage for Ag Fest by April 1, Ag Fest, in its sole discretion, may terminate this Agreement with Exhibitor. In such a circumstance, the Total Sponsorship Fee shall not be refunded. Exhibitor shall be fully responsible to pay for any and all damages to property owned by Oregon State Fairgrounds its owners or managers, which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, Oregon State Fairgrounds, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof.

Exhibit Staff Registration & Parking: All exhibit personnel who attend the event will be required to have an event entry ticket per person, per day. A certain number of tickets will be provided to each exhibitor, additional entry tickets will be sold at discounted rates to the exhibitor.

Exhibit Parking: Parking is free.

I have read and understand this application _____

Animals: During Ag Fest, no animals of any kind are allowed at the Oregon State Fair & Exposition Center located at 2330 17th NE, Salem, Oregon 97303, unless the animal is a registered guide animal for the alter-abled (proof of registration must be provided to Ag Fest). Animals, any location of the event site, to be used for exhibition or educational purposes must be first approved by Ag Fest.

Miscellaneous: Ag Fest shall have the sole authority to interpret and enforce all items and conditions governing exhibitors and the event exhibition area. Any and all matters not specifically covered herein are subject to decision by Ag Fest. These terms and conditions may be amended at any time by Ag Fest without notice, although every attempt to notify exhibitors on a timely basis will be made. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by Ag Fest from time to time. This Contract shall be interpreted under the laws of the United States of America and of the State of Oregon.

I have read and understand this application _____