



2009 APPLICATION/CONTRACT FOR EXHIBIT SPACE

Cornell Cooperative Extension
of Steuben County
3 E. Pulteney Square
Bath, NY 14810

Phone: 607-664-2300 Fax: 607-664-2303
www.southerntieroutdoorshow.com

OFFICE USE ONLY:
CLIENT NUMBER: _____

DATE REC'D: _____

DEPOSIT AMT: _____

BALANCE: _____

CERT. OF INSUR.:
Yes No

Company Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Website: _____

We plan to exhibit the following products and/or services: _____

We require: area of low noise/activity my activities may emit noise and/or pungent odor

PLEASE INDICATE METHOD OF PAYMENT:
Check # _____ IN THE AMOUNT OF \$ _____ (Make checks payable to CCE-Steuben. No postdated checks. Fund will be deposited upon receipt.)

CREDIT CARD (Check One): MC VISA DISC Name on card: _____

Account Number: _____ Exp: ____/____/____

Your Card's Security Code: _____ Signature: _____

You may go online to pay by credit card at: www.SouthernTierOutdoorShow.com

I hereby apply for exhibit space in the 2008 Southern Tier Outdoor Recreation Exposition and agree to abide by the show terms, conditions and regulations printed below and on the reverse size of this form. Sign and date back of this form, include Certificate of Insurance as specified on back, and mail to address at top of this page.

STORE will provide each Exhibitor with a 10 ft. X 10 ft, 10 ft x 20 ft , 20 ft x 40 ft or flea market table space on the Wilkins RV. Inc. grounds for a period commencing on October 10 , 2009 at 8:00 a.m. through October 11, 2009 at 8:00 p.m. for the purposes of exhibition, obtaining leads, marketing and business/organizational education and sales. Show set up period shall be from 8:00 a.m. to 5:00 p.m. on October 9, 2009. Tear down shall be complete by 8:00 p.m. on October 11, 2009. All booths will be assigned according to preferences specified on exhibitor agreement on a first come basis. Show reserves the right to make all final decision on exact locations in order to provide the best event possible for all concerned. Information on set-up and event hours will be provided to you separately. The Southern Tier Outdoor Recreation Exposition will provide exhibit services to vendors such as electricity, telephone, water, internet, additional equipment, forklift, etc for a fee upon request. These services will be outlined and detailed via the exhibitor packet that will be mailed or emailed to all exhibitors approx. 30 days prior to the show. All arrangements can be made at such time. Unless otherwise specifically stated, exhibitors pay the following to STORE as fee/rent for use of the booth: prices ranging from \$100-\$600 (based on preferred booth type) for one indoor booth including skirted table, 2 chairs, 1 business sign and 1 waste basket, or one outdoor booth space including one business sign, or one 8 ft. flea market table including business sign. The exhibitor understands that a deposit of \$50 is required immediately to secure booth space. All payments are due in full by September 15, 2009. Payments can be made by check or credit card or money order and are non refundable. Cash will not be accepted. Checks should be made out to Cornell Cooperative Extension with STORE written in the attention/memo line. If exhibitor cancels this contract before September 15, 2009 the exhibitor is liable only for 25% of the total exhibit fee. If the exhibitor cancels on or after September 15, 2009 the exhibitor is liable for 100% of the exhibit fee.

2009 SOUTHERN TIER OUTDOOR RECREATION EXPOSITION TERMS AND CONDITIONS

This form must be completed by every Exhibitor participating in the Expo and these specifications must be submitted by the Exhibitor to its insurance agent/broker for verification of coverage prior to approval of the Exhibitor to participate.

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Agreement between Cornell Cooperative Extension of Steuben County and the other organizations herein listed collectively identified as Sponsors and:

_____(Exhibitor)

for participation by Exhibitor in the 2009 Southern Tier Outdoor Recreation Exposition hereinafter referred to as STORE to be held at the Wilkins RV Inc at 7520 State Route 415 in Bath, NY from October 10-11, 2009 including dates of set up prior to and take down afterward of the Exhibitor's exhibit, etc.

INDICATE SPACE REQUESTED

Indoor 20' x 40'
Bay with Garage Door
Access
_____ \$600

Indoor 10' x 20'
Bay w/o Garage Door
Access
_____ \$200

Indoor 10' x 20'
Showroom Space
_____ \$250

Outdoor 20' x 20'
Paved Space On
Parking Lot
_____ \$100

Outdoor 20' x 20'
Grass Location
_____ \$100

Outdoor 10' x 10'
Paved Space On
Parking Lot
_____ \$50

Outdoor Multi-Unit
Reservation
_____ \$1/sq. ft.

Camping
with RV hookup
_____ \$100

Dry Camping
on grounds

I. Sponsors shall include the following organizations and their respective officers, directors, employees, agents and volunteers: Cornell Cooperative Extension of Steuben County, WETM-TV, Backyard Broadcasting Media Group, and GateHouse Media including The Leader, The Courier, and The Evening Tribune.
II. Indemnification and Insurance: To the fullest extent permitted by law the Exhibitor shall indemnify, hold harmless, and defend the Sponsors, their respective officers, employees, agents and volunteers from and against any and all claims, demands and causes of action brought against any or all of them for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or mission on the part of Exhibitor, its employees, agents or subcontractors and their participation or any exhibits, work or services performed at STORE by the Exhibitor.

A. Exhibitor shall provide original Certificate of Insurance, with **Sponsors of 2009 Southern Tier Outdoor Recreation Exposition c/o Cornell Cooperative Extension of Steuben County, 3 Pulteney Square East, Bath, NY 14810** as the certificate holder, showing proof of the following minimum limits of insurance, or as required by law, whichever is greater. Certificate must be returned with this application. **1.)** General Liability, including contractual, independent contractors, products/completed operations, Each Occurrence: \$1,000,000; General Aggregate: \$2,000,000; Workers Compensation: Statutory if Vendor has employees; Vehicle Insurance: \$1,000,000 per accident for business vehicles. **2.)** All insurance shall be placed with insurance companies licensed to do business in the State of New York with a "Best's" rating of "A-" or better. Exhibitor's insurance shall be primary with respect to any insurance carried by Sponsors with respect to the obligations of the Exhibitor herein and shall not look to Sponsor's insurance for any contribution towards any loss or settlement. **3.)** In the "Description" section of the Certificate the following information must be included: **(a) Sponsors are added as "additional insureds"; (b) General Liability & Vehicle Liability are primary. 4.)** Waiver & Release: The Exhibitor releases, discharges from any liability and waives any right of recovery or subrogation from the Sponsors for any damage to, loss of use or destruction of any property of the Exhibitor regardless of the cause of said loss or damage. It shall be the sole responsibility of the Exhibitor to insure the Exhibitor's property against all risks of physical damage during its location at the show before, during and after the show. **5.)** Certificates of Insurance shall contain a provision for at least thirty (30) days notice to the certificate holder of cancellation or non-renewal of the insurance indicated in the certificate. The original certificate shall be submitted to Extension with the application and a copy mailed to P.W. Wood and Son, Inc., PO Box 4798, Ithaca, NY 14852 within five (5) business days of the execution of this contract and on each subsequent renewal of said insurance. No work, services, or participation shall be permitted until these conditions are met.

1. Exhibitor Covenants

a.) The Exhibitor agrees to abide by all rules and regulations adopted by Show Management and contained in this Agreement and in the Exhibitor guide, which is part of this Agreement. b.) All matters not covered in these rules and regulations are subject to the decision of Show Management. Exhibitor agrees that Show Management shall have the final decision in any disputes between Exhibitors and the adoption of any rule or regulation deemed necessary prior to, during, and after the show. c.) Exhibitor agrees to abide by all rules, requirements and regulations of the official contractors serving the Facility and all rules, requirements and regulations of the Facility. It is the Exhibitor's duty to be familiar with rules, requirements, and regulations contained herein and in the Exhibitor Guide which will be available on-line and in print. d.) In the event Exhibitor defaults in the performance of any of the terms and regulations contained in this Agreement, and Show Management employs attorneys to enforce any part of the Agreement, Exhibitor shall reimburse Show Management for attorney's fees incurred whether or not suit is actually filed. e.) Exhibitor agrees to obtain, at its own expense, any licenses and/or permit(s) and/or authorization from government bodies which may be required for the operations of Exhibitor's trade of business and to pay all taxes that may be levied against Exhibitor as result of the operation and business during the show. f.) Show Management reserves the right, in its sole discretion to (1) determine the eligibility of Exhibitors and exhibits for the show, (2) reject or prohibit exhibits or Exhibitors which Show Management considers objectionable, (3) relocate Exhibitors or exhibits when in Show Management's opinion such moves are necessary to maintain the character and/or good order of the show, and (4) should any rented space remain unoccupied on the opening day, or at any time thereafter Show Management 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.

2. Display & Products

a.) Exhibitor agrees to occupy the contracted space during the term of the show and to exhibit only the products and services it is offering the public at the show. b.) Show Management does not guarantee in any way the attendance figures for any Event or the success of any Exhibitor. c.) Show Management does not offer exclusivity for any products or services. d.) Exhibitors are to have their booth set up and ready one hour prior to show opening unless Show Management gives prior written approval. Failure to occupy a leased space during all of the exhibition hours may be cause for Show Management to remove and replace the display with that of another Exhibitor. e.) Exhibitor shall maintain a responsible individual or individuals in the leased space at all times during the designated exhibition hours. Exhibitor shall be responsible for the conduct of any employee, agent, visitor, or guest of Exhibitor in the exhibit space. f.) Exhibitor's working personnel must display identification credentials provided by Show Management at all times they are working in the exhibit. Credentials are non transferable, and if transferred or used by any party other than the individual to whom it was issued, they may be cancelled by Show Management.

3. Assignment and Subletting

a.) The Exhibitor shall not assign any rights under this Agreement or sublet the space without prior written permission of Show Management, whose permission may be arbitrarily withheld.

4. Indemnity

a.) Show Management is not responsible for any errors, omissions, typos, misspellings, etc., in any show publication, advertising or electronic media.

5. Exhibitors Property

a.) Although security service will be furnished for the show, all of the Exhibitor's property at the show shall be at the sole risk of the Exhibitor and neither Show Management nor the Facility assumes any responsibility for damage to, loss, or theft of property belonging to Exhibitor, its agent, employees, business invitees, visitors or guests. b.) All video and photography of any show exhibit and/or exhibit staff taken by any agent of Show Management will remain the property of Show Management for use in promoting current and future events or for use of any other purpose. c.) Exhibitor agrees to remove its exhibit from show site by the final move out time, or in the event of failure to do so, Exhibitor agrees to pay Show Management for such additional costs as may be incurred. A breach of any conditions of this Agreement, which shall result in damages to Show Management, or a failure by Exhibitor to remove an exhibit equipment at the time determined by Show Management shall cause the Exhibitor to become immediately liable on any unpaid sums owing hereunder.

6. Building

a.) Exhibitor is liable for any damage causes to the building or to any property of Show Management, its agents, other Exhibitors, or any other person or entity. b.) Any special electricity, carpentry, wiring, gas, water, steam, or drainage connection shall be installed by the Facility at the Exhibitor's expense. c.) No smoking is permitted inside the facilities at any time. Displays causing smoke or offensive odors must provide an exhaust to the outside of the building.

7. Cancellation and Termination of Contract

a.) This Agreement may only be cancelled if a written notice is received and accepted by Show Management prior to September 15, 2009. Upon acceptance of the cancellation of this Agreement, all sums paid and/or owed will be forfeited and retained by Show Management as liquidated damages. b.) If the Exhibitor cancels after September 15, 2009, the Exhibitor is liable for full payment of his space rental, whether or not it has been paid in full as of that date. c.) In the event the Exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this Agreement, Show Management reserves the right to cancel this Agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate. d.) In the event the Exhibitor's check is returned by a bank due to insufficient funds, a \$25.00 administration fee will be charged.

8. Cancellation or Curtailment of Show

a.) Should the premises where the show is being held become unavailable for occupancy, for "cause or causes" not within the control of Show Management, Show Management and sponsors will not be held responsible for any claims which might arise in consequence thereof. The "cause or causes" listed will include, but not be limited to, such items as: fire, lightening, flood, casualty, explosion, weather, epidemic, acts of public enemies, acts of terrorism, riots or civil disturbances, strike, lockout, boycott, or other Acts of God. b.) Show Management reserves the right to cancel the exposition before the opening date of show without any liability on the part of Show Management.

9. Limitation of Liability

a.) In addition to the specific provisions in this Agreement, Wilkins RV, Inc. and Show Management shall have no liability whatsoever arising out of, or related to, this Agreement in particular, but not limited to any direct, indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like, whether based on breach of contract, breach of warranty, tort (including negligence), even if advised of the possibility of such damages.

10. Complete Contract

a.) This Agreement, together with the Exhibitor Guide and attachments provided by Show Management, constitutes the complete Agreement between Show Management and the Exhibitor. This Agreement supercedes all previous or contemporaneous negotiations, arrangements or understandings between Show Management and the Exhibitor with respect to the subject of this Agreement. b.) No modification of this Agreement shall be valid unless approved in writing by Show Management. c.) This Agreement shall be construed under the laws of the State of New York and all obligations hereunder shall be performable in New York State. All legal actions brought to enforce rights under this Agreement shall be instituted in the courts of Steuben County, New York. d.) This Agreement shall not be construed against either party.

Executed at _____, this _____ day of _____, 2009. Exhibitor Name _____

Authorized Signature: _____ Print name and title: _____