

## WACD EXHIBITOR CONTRACT

**Space is limited so reserve now!**

The WACD Annual Meeting will be held November 30 – December 2, 2010 at Suncadia in Cle Elum, WA. To reserve your space, mail the completed WACD Exhibitor Contract along with a check payable to WACD.

**MAIL TO:**

WACD  
16564 Bradley Road, Bow, WA 98232  
Phone: (360) 757-1094 Fax: (360) 757-3923

**EXHIBITOR INFORMATION & AGREEMENT:**

\_\_\_\_\_  
Company or Organization Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tel. No.

\_\_\_\_\_  
Signature

Please reserve the number of booth spaces filled in below:

\_\_\_\_\_ spaces

Space will be assigned as reservations are received.

**IN ORDER TO VALIDATE THIS CONTRACT:**

- Attach a **check payable to WACD** along with this signed contract with WACD. All contracts must be received by **Friday, November 12, 2010**.
- The terms and conditions printed on the reverse side of this agreement and printed in the brochure are hereby incorporated by reference, and Exhibitor agrees to be bound thereby.
- Space assigned to Exhibitor will be final.
- Exhibitor designates the products or services listed on this page as those to be displayed or demonstrated and agrees to notify WACD in writing of any changes prior to the Exposition.

**SPACE SIZES AND PRICES:**

All spaces include a standard covered & skirted 6' table. Rates are as follows:

- Commercial Exhibit..... \$125
- Education / Public Service ..... \$100
- District / State Association ..... \$100

**Products and/or Services to be exhibited:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Competitors from whom we desire space separation:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(For WACD Use Only)*

TOTAL DUE \$ \_\_\_\_\_

TOTAL PAID \$ \_\_\_\_\_

CHECK DATE/NUMBER \_\_\_\_\_

SPACE(S) ASSIGNED \_\_\_\_\_

DATE ASSIGNED \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

## "RULES AND REGULATIONS"

**Codes & Agreement:** Exhibitor hereby agrees to be bound by the "Rules and Regulations of the Exposition." Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations; (ii) any rules or regulations of the facility where the Exposition is held; (iii) the terms of all leases and agreements between WACD and the managers or owners of said facility; and (iv) the terms of any and all leases and agreements between WACD and any other party relating to the Exposition. Exhibitor shall not, nor shall Exhibitor permit others to do anything to the Space or do anything in the facility which would cause a difference in conditions from those previously approved by the insurance carriers of WACD or the owners or managers of said facility which would in any way increase premiums payable by any of said parties or any such increase resulting from a violation of this section.

**Space Assignments:** WACD shall make its best efforts to provide physical separation of the Space from those competitors from whom Exhibitor has requested such separation. Notwithstanding the above, WACD reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary.

**Equipment:** Exhibitor shall provide all equipment at his or her own expense. All draping and decorative materials shall be in keeping with and consistent with all rules, codes, and regulations referred to under Codes & Agreements above. All demonstrations and displays shall be confined to the Exhibitor's Space.

**Exclusion:** WACD shall have the right to exclude or to require modification of any display or demonstration, which in its sole discretion, it considers unsuitable to or not in keeping with the character of the Exposition. WACD shall have the right to prohibit the use of amplifying equipment or music, which, in its sole discretion, it considers objectionable. WACD shall have the right to demand modification of the appearance of dress of persons or mannequins used in connection with displays or demonstrations.

**Assignment and Sublease:** Exhibitor shall not sublet the Space or any equipment provided by WACD, nor shall Exhibitor assign this Lease in whole or in part without written notice to and approval from WACD.

**Liability:** This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between WACD and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend WACD from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including, but not limited to costs, interest and attorney's fees) which WACD may incur, suffer, be put to, pay or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, servants, or agents.

Exhibitor further agrees that WACD and its respective agents and employees and the exhibit facility shall not be responsible in any way for (i) damage, loss, or destruction of any property of Exhibitor or (ii) injury to Exhibitor or its representatives, agency, employees, licensees, or invitees.

**Cancellation or Postponement of Exposition:** In the event that the Exposition is postponed due to any occurrence not occasioned by the conduct of WACD or Exhibitor, whether such occurrence be an Act of God or a common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Lease, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the Exposition, the obligations of the parties under this agreement shall be automatically terminated, and all rental payments made under this Lease shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by WACD in connection with the Exposition.

**Handling and Storage:** WACD and the owners or managers of the facility where the Exposition is held shall not accept nor store display materials or empty crates; Exhibitor shall make its own arrangements for shipment, delivery, receipt, and storage of such materials and empty crates. Such arrangements may be made through an official drayer if desired, and Exhibitor shall in any event provide the official drayer with copies of all bills of lading. All shipments and deliveries to the Exposition shall be prepaid. Exhibitor shall not incur any obligation to an official drayer merely by reason of providing copies of any bills of lading hereunder. Exhibitor shall promptly remove all Exhibitor's materials at the end of the scheduled time, which is 10 a.m. on Thursday, December 2.

**Cancellation of Lease:** Exhibitor shall have the right to cancel this Agreement at any time by written notice to WACD. No refunds will be made on cancellations received after the **November 12, 2010** contract deadline. Under all circumstances, WACD retains the right to re-sell any Space cancelled by Exhibitor.

**Security:** The Exhibition area will remain open as shown on the Exhibit Information page. WACD, the show facility, or any officer or staff member will not be responsible for the safety of the property or Exhibitor, his agents, or employees, from theft, damage by fire, accident, or any other cause. Exhibitor is required to provide all insurance and/or policy riders to cover all Space contents.

**Arrangements of Exhibits:** A standard 6' table will be provided to Exhibitor for each Space. In the rear background area of each Space, display material may be placed up to a height not exceeding ten feet from the building floor. Tables will be covered with linen and skirted. Some tables will be free standing, not against a wall. Electrical service is available, but cords are not provided. Exhibits not conforming to these specifications, or which, in design, operation, or otherwise, are objectionable in the opinion of the facility, will be prohibited.