



ENID A.M. AMBUCS OUTDOOR EXPO EXTRAVAGANZA

2618 MARYMOUNT
 ENID, OK 73703

Please complete the following and return to the above address. Retain copy for your records
 50% Deposit required with contract. No booth space will be reserved with out a deposit.
 Balance of Deposit required by April 1st, 2009

Business Name _____ Contact Person _____

Address _____ City/State/Zip _____

Phone _____

Product or Service to be exhibited _____

TYPE OF BOOTH	CHOICE OF SPACE #	TOTAL
10' x 10' Booth with Skirted Table & Chairs \$325.00	1 st ___ 2 nd ___ 3 rd ___	\$ _____
10' x 20' Booth with Skirted Table & Chairs \$525.00	1 st ___ 2 nd ___ 3 rd ___	\$ _____
20' x 20' Booth with Skirted Table & Chairs \$725.00	1 st ___ 2 nd ___ 3 rd ___	\$ _____
Bulk Space \$1.75 per sq. ft. - Size requested _____		\$ _____

For good and valuable consideration, the Enid A.M. AMBUCS Outdoor Extravaganza, hereinafter referred to as the “the show” and _____ hereinafter referred to as the “exhibitor” do mutually agree that exhibitor desires to take part and properly occupy space in the show as outlined in the rules and regulations of the show. The exhibitor hereby acknowledges having read the rules and regulations printed hereon and agree to abide by the same. Exhibitor and his employees mutually agree that there are no oral or written agreements or representations other than those printed herein, and that neither the terms or conditions of this contract can be modified or changed unless it is in writing and signed by the party to be changed and that this application shall constitute a valid contract only when accepted by the “Show Director”.

SPACE: The show has leased from the facility and made other commitments to culminate in a show listed and herewith makes space available to exhibitors. Show Director reserves the right to interpret rules and regulations and has final authority on all activities in the show.

BOOTH SPACE: Generally in 10’ X 10’ increments with fire retardant drapes 8’ high in back and 3’ high on each side. Electricity can be provided upon request. One skirted table and two chairs available at an additional charge.

BULK SPACE: Bulk space is available for booths larger than 400 square foot. Number of exhibitor badges is negotiable. Electricity is available upon request.

AVAILABILITY OF SPACE: Space is assigned by the Show Director following requests as closely as possible. Exhibitor shall not assign, share, or sublet any part of the space without written permission.

ACCOUNTS MUST BE PAID IN FULL PRIOR TO MOVE IN: Any leased space not occupied by 10:00 A.M. the opening day of the show will be considered forfeited unless prior written arrangements have been made with the Show Director. Show Director may re-allot or sell such space without notice to exhibitor and without refund. Displays must be complete by opening time.

USE OF SPACE: Nothing shall be hung from ceiling, or drape without prior permission from the Show Director. Space must be utilized according to the contract and be properly attended during all open hours. Bring Sufficient extension cords. (Must be three-wire grounded). Exhibitors may not give away, sell or use helium filled balloons or place self-sticking decals on floors, walls, drapes, etc., affix anything to the building surface with nails, screws, staples, glue, etc., all carpet must be removed. Food products may not be sold, unless you have specific permission from the Show Director. Wings or backdrops shall not extend over 5’ from back of booth, to keep from blocking next vendor.

PAYMENT AND REFUNDS: A deposit of one-half of the total amount for space must accompany the application. Final payment is due April 1st. If any exhibitor has to cancel its application for space prior to April 1 of the year of the show due to reasonable circumstance and if that space is sold at full value then a refund of 75% of amount paid in will be made. If the space is not resold, there will be no refund. Space cancellations after April 1 the year of the show will not be eligible for any refund.

WHO MAY APPEAR AT THE SHOW: The Show Director reserves the right to make final decision as to whom and what products may appear at the show. If any exhibitor shall misrepresent himself, his company, his services or product the Show Director has absolute discretion to exclude that exhibitor from the show.

EXHIBIT/EMPLOYEE BADGES: NO ONE will be admitted to the show without a badge or ticket. BADGES must be obtained at the office upon checking in. If exhibitor cannot pick up all badges for its employees, their names must be left at the office before the show begins. Each booth and bulk space is allowed a certain number of badges. If more badges are needed, arrangements must be made before the show begins. If names are not left at the office, the person will be charged ticket price with no refund. No exceptions will be made to the Badge Policy.

CANCELLATIONS OR INTERRUPTIONS: In the event of cancellations or interruptions of the show due to fire, strike, governmental regulations, acts of God, or any other cause beyond control of Show Director, the Show Director shall determine as equitable a basis for refunds for such portions of amounts paid as is possible after considering expenditures and commitments already made. If for any reason the show date or place is changed, no refund will be made, but the Show Director must be able to assign exhibitor space in lieu of original space. Any and all refunds must be approved by the Show Director.

LIABILITY: It is agreed that the exhibitor shall make no claim of any kind against the show or show director and shall indemnify and hold harmless the Enid A.M. AMBUCS, the Show Director and its affiliates, the facility in which the show is held and its subsidiaries, or any employee of the organization or authorized subcontractors. Under no circumstances will these organizations be responsible for loss, damage, destruction, or theft of any merchandise, displays or goods of the exhibitor or injury to exhibitor or any of its employees while attending the show. In addition, it is expressly understood there can be no claim for damage of any kind to the exhibitor's business due to any circumstance that developed from the Show.

SECURITY AND INSURANCE: Reasonable care shall be exercised by the show to help protect exhibitors from loss mentioned previously. Security guards will be provided over night from move in date to tear down date, but that does not in any way create or increase Show Directors' liability. All property of the exhibitor remains under the control of the exhibitor, subject to the rules and regulations of the show. Exhibitors shall not leave merchandise unattended during show hours and during move in and move out periods. It is suggested that exhibitors contact their insurance agents regarding their coverage. The building will generally be locked and secure until one hour before the show opens and within one-half hour after the show closes. During the closed periods the building will be secured and locked with no one admitted except by prearranged passes through the Show Director.

CONDUCT AND DRESS: Conduct, dress, language, booth activities, printed materials of all exhibitors and personnel must always be acceptable.

NOISE LEVEL: The use of televisions, VCR's, etc., will be allowed as long as the sound level is kept to normal voice level. Microphones or amplifiers of voice are not permitted. The Show Director will be the sole judge of the volume allowed.

MOVE OUT: Early packing of a booth is prohibited. Any exhibitor doing so will be asked not to return. It is the height of disrespect to the remaining attendees and unfair to other exhibitors.

FIRE REGULATIONS: Each exhibitor must know and comply with all applicable laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating at the show.

GENERAL INFORMATION: On arrival at the show, prior to set up or move in, you are to contact the show office for location of space and move in authorization. Each vendor will be given badges upon check-in and must be worn at all times.

ANIMALS: All dogs used in the show must be kept on a leash at all times and the owner is responsible for cleaning up after their dogs.

NOTICES: Any notice, request, service of process, other communication required or permitted to be given under this Agreement or in accordance with applicable law shall be in writing and deemed to have been properly given when delivered in person or three days after being sent by certified or registered United States mail, return receipt requested, postage pre-paid, addressed to the party at the address set forth next to such parties' signature hereto and with such copies delivered, transmitted or mailed to such persons as are specified therein. Any party may change his or its address for notices by sending notice of the same to the other party in the manner set forth above.

APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oklahoma.

JURISDICTION AND VENUE: The State District Court located in Enid, Garfield County, Oklahoma shall have exclusive jurisdiction and venue of any action or proceeding arising out of or related to the negotiation, execution, delivery, performance, breach or enforcement of this Agreement or any other agreement, document or instrument negotiated, executed, delivered, entered into or preformed in connection with this Agreement or any of the transactions contemplated hereby or thereby; any waiver, modification, amendment or termination hereof or thereof or any action taken or omission made by the Show Director or the Exhibitor or any of their respective members, officers, directors, employees, agents or representatives in connection with the payment, performance, exercise or enforcement of any right, duty or obligation created or implied hereby or thereby now arising hereunder or thereunder; regardless of whether any claim, counterclaim or defense in any such action, suit or proceeding is characterized as arising out of fraud, negligence, recklessness, intentional misconduct, a breach of contract or fiduciary duty, or violation of a statute, law, ordinance, rule or regulation. The parties hereto hereby irrevocably consent to the personal jurisdiction of such court, to such venue and to the service of process in the manner provided for the giving of notices in this Agreement. The parties hereto hereby waive all objections to such jurisdiction and venue including those which might be based upon inconvenience or the nature of the forum.

COUNTERPARTS: This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

ATTORNEYS FEES: If any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of the action.

SEVERABILITY: If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby.

Exhibitor Name: _____ Date: _____

Signature: _____
Position/Title: _____
Address: _____

Show Director: _____ Date: _____
Address: _____

