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**Exhibitor Registration/Contract**

Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_\_

**Exhibitor space requested**

10’x10’ space in the Expo tent - $200/space maximum of 3 spaces

Number of spaces: \_\_\_\_\_\_\_ x $200 = $ \_\_\_\_\_\_

**Electric service available on request:** Exhibitor must provide 50’ cord and power strip

20’x20’ outdoor space (Exhibitor must provide their own approved tent) - $400

Number of spaces: \_\_\_\_\_\_\_ x $400 = $ \_\_\_\_\_\_

**Raffle Item/Donation:** A raffle item or items valued at $100 retail is required with each exhibitor space purchased

All exhibitor registrations and raffle prize donations due by **April 1st, 2016**

**Exhibitor Contract**

This agreement is between Waynesboro Downtown Development, Inc. (hereinafter call the event Promoter) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Exhibitor)

Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Daytime phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Promoter hereby engages the Exhibitor, and Exhibitor accepts such engagement to furnish the presentation herein described, upon all terms and conditions set forth.
2. Exhibitor agrees to attend the South River Fly Fishing Expo on Saturday April 23, 2016 and Sunday April 24, 2016 from 9am to 5pm each day. Exhibitor will be ready at 8:30am each morning and will not begin to close until 4:30pm each evening.
3. Exhibitor agrees to pay $200 per spaces plus a donated $100 Retail value raffle item. Payment and raffle item are due by April 1, 2016.
4. Outside Exhibitor agrees to pay $400 per space plus a donated $100 Retail value raffle item. Payment and raffle item are due by April 1, 2016.
5. Exhibitor may reserve no more than 3 spaces adjacent to each other.

**Reproduction of Expo Activities for Promotion**

1. Waynesboro Downtown Development, Inc. DBA The South River Fly Fishing Expo, otherwise known as the “Promoter” reserves the right to use images of Exhibitor’s presence described hereinabove, to be used for noncommercial and archival purposes.
2. Promoter reserves the right to use or permit others to use Exhibitor’s name and likeness in connection with promoting the Expo described hereinabove and subsequent activities and purposes of Promoter, but not for any use which constitutes endorsement of any commercial product or services.

**Indemnifications for Injury and Damage**

1. Exhibitor shall defend and indemnify the Promoter against and hold the Promoter harmless for any and all costs, loss, damage, attorney fees and/or claims and liability for injury to person or property damage arising out of, connected with, or attributable to the Expo site, which are due to the negligence or intentional actions for the Exhibitor.
2. Exhibitor shall be liable for all copyright royalties, state sales tax and fees and defend, and hold harmless the Promoter against any and all costs, loss, damages, attorney fees and/or claims of infringement or violation of any copyright or proprietary rights during the Expo.

**Standards of Conduct**

1. In the event that the Exhibitor is deemed to be under the influence of intoxicating beverages or illicit drugs and is unable to perform in a professional manner, in the sole discretion of the Promoter, the Promoter may cancel this Agreement. Any such cancellation shall be without prejudice to the Promoter’s other rights and remedies hereunder.
2. Exhibitor understands that the South River Fly Fishing Expo is an event designed to promote the quiet sport of fly fishing and to provide a “market place” for the exchange of products and services. It is understood by all parties; therefore that the conduct of commerce be handled in the usual and customary manners dictated by the wider fly fishing industry. As such, the promoter at its sole discretion may cancel this agreement without refund of exhibitor fees if the manner of conduct by exhibitor may be deemed inappropriate. Actions that would cause such a cancellation may include, but are not limited to: collusion between exhibitors and/or internal and/or external parties for the purpose of price fixing, limiting the sale of goods and services, swapping of tables between exhibitors without the expressed permission of promoter, “dumping” of products, and any other practice/activity deemed inappropriate by the Promoter.
3. The Promoter reserves the right to determine the types and number of Exhibitors to ensure a well-balanced representation of Exhibitors.

**Limitation of Liability**

The Promoters liability on any claim (exclusive of claims for personal injury based solely upon negligence of the Promoter) arising out of or connected with this Agreement or participation in this event shall in no event exceed the total Exhibitor fees hereunder. In no event shall the Promoter be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of substitute facilities, equipment or use thereof, or claims by customers of Exhibitors for such damages.

**Cancellation**

If the Expo is cancelled by the Promoter for any reason, the non-refundable Exhibitor’s fee will be returned, with the exception of a $25 (twenty five dollars) administrative fee, which will be retained by the Promoter. In the event the Expo is held, and the Exhibitor fails to appear, there will be no refund of the Exhibitor’s fee.

**Non Performance Not a Default**

Neither Exhibitor nor Promoter shall be liable for failure to appear, present, or perform if such a failure is caused by, or due to, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any cause beyond the control of Exhibitor or Promoter.

**Outside Exhibitors**

Outside exhibitors shall have the right to set up a tent **ONLY** with the expressed consent of the Promoter. Outside Exhibitors may have banners or signs that measure up to 12 inches by 48 inches. Any banners/signs that exceed these measurements must have the prior approval from the Promoter. Outside Exhibitor may use outside space up to 20x20 feet for product displays. Outside exhibitors will make every effort to secure their products at the conclusion of each day

**Agreement and Interpretation**

1. No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and may not be amended except by a document signed by both parties.
2. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed as of the day and year herein below mentioned, and this Agreement shall be effective only if the Promoter receives this Agreement on or before (20) days prior to the event date executed by the Exhibitor.

Exhibitor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Promoter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please mail your Registration, Contract, Remittance, and Raffle Donations to:**

**Waynesboro Downtown Development, Inc.**

**301 West Main Street**

**Waynesboro, VA 22980**