**South River Fly Fishing Expo**

**Exhibitor Registration/Contract**

Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

**Exhibitor space requested**

10’x10’ space in the Expo tent - $100/space maximum of 3 spaces

Number of spaces: \_\_\_\_\_\_\_\_\_ x $100 = $ \_\_\_\_\_\_\_\_

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

20’x20’ outdoor space (Exhibitor must provide their own approved tent) - $200

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

**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, 2019**

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

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 27, 2019 and Sunday April 28, 2019 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 may reserve no more than 3 spaces adjacent to each other.

**Reproduction of Expo Activities for Promotion**

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 promoting the Expo, noncommercial, and archival purposes.

**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.**

**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.

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

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

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

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

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

**Destination Downtown Waynesboro**

**301 West Main Street**

**Waynesboro, VA 22980**