

2018 Portland Women's Event
Exhibitor Agreement

Exhibitor Rules and Regulations – 2018 Portland Women's Expo – Portland, OR

The Portland Women's Expo (PWE), scheduled for March 17, 2018 at the Oregon Convention Center (OCC) and is produced by Free Gift Bags LLC (d.b.a. PDX Women's Expo), an Oregon Corporation. By purchasing products or services associated with the event, Exhibitor agrees to and understands the terms listed below.

1. Exhibitors Booth(s). If selected by contracted exhibitor. . .

- a) PWE shall provide a Standard 10 x 10 Exhibitor area only with floor ID signage. This area will not include any pipe/drapery, furnishings or utilities. These items may be provided by the exhibitor or ordered at the exhibitor's expense through the Official Show decorator.
- b) PWE shall provide a VIP 10 x 10 Exhibitor booth including one (1) eight- foot draped backdrop, two (2) three-foot side panels, one (1) booth ID sign.
- c) PWE shall provide a Gold Sponsor 10 x 20 Exhibitor booth including one (1) eight- foot draped backdrop, two (2) three-foot side panels, carpet, custom ID Signage, 1x tables & 2x chairs.
- d) PWE shall provide a Title Sponsor Exhibitor area approximately 600-800 sq.ft, including customized pipe/drapery, carpet, one customized (1) booth ID sign, 2x Tables & 4x chairs.
- e) PWE shall provide an Alcohol or Food 10 x 10 Exhibitor area only with floor ID signage. This area will not include any pipe/drapery, furnishings or utilities. These items may be provided by the exhibitor or ordered at the exhibitor's expense through the Official Show decorator.
- f) PWE shall provide a Standard 10 x 10 Corner Exhibitor area only with floor ID signage. This area will not include any pipe/drapery, furnishings or utilities. These items may be provided by the exhibitor or ordered at the exhibitor's expense through the Official Show decorator.
- g) PWE shall provide a Presenting Sponsor Exhibitor area approximately 400 sq.ft, including customized pipe/drapery (optional-if needed), carpet (optional-if needed), one customized (1) booth ID sign, 1x Tables & 2x chairs.

All exhibitors/sponsors will receive one (1) exhibitor listing in the show guide and 4 Exhibitor Weekend Passes, unless otherwise discussed in writing. Additional discount tickets may be purchased through show management.

2. Exhibitor's Fee. Exhibitor agrees to pay PWE in full for products and services associated with the Event, unless otherwise stated in writing based on "flex payment plan terms." All application deposits will be applied to the total fee due to PWE. Except as set forth in paragraph 8 the deposit and fees are NON-REFUNDABLE.

3. Use. Exhibitor's use of the display booth(s) shall be limited to merchandise and/or services listed on the exhibitor contract and shall be used for no other purpose without the prior written consent of PWE. PWE reserves the right to reject or remove any display without refund that has been falsely entered or that PWE in its sole discretion deems inconsistent, unsuitable or objectionable with the use set forth on reverse, or which otherwise fails to comply with this Agreement. Booth space may not be purchased for resale to another exhibitor. Any exhibitor not registered with the show will be asked to leave and future show participation for all involved parties will be revoked.

4. Rules, Regulations, Compliance with Law and OCC Safety Requirements. Exhibitor and its use shall comply with all applicable federal, state and local laws and ordinances, and with all lawful orders of police and fire departments having jurisdiction. Without limiting the generality of the above, Exhibitor agrees not to obstruct aisles or access to neighboring booths, nor conduct or operate its exhibit so as to cause interference with, annoyance or endangerment to other exhibitors or visitors. No exhibits or advertising shall extend beyond the space allotted to Exhibitor, or above the back and side panels of the

Exhibitor's Booth. The distribution of any samples, souvenirs, publications, or other sales or promotional activities shall be conducted only from within the Exhibitor's booth. NO HELIUM BALLOONS ALLOWED IN THE FACILITY! Exhibitor shall not, without the prior written consent of PWE, put up or operate any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, or use any agent other than electricity for lighting. Exhibitor shall not otherwise bring any combustibles, explosives, and dangerous or hazardous materials to the event. No combustible materials shall be brought into the OCC without prior written consent from PWE. "Combustible materials" include but are not limited to the following: crepe paper, confetti, cellophane, cotton, cornstalks, leaves, evergreen boughs, sheaves of grain, streamers, straw paper, vines, moss, cardboard, or corrugated paper. Any textiles used or displayed by Exhibitor must be fireproof. In addition, all packing materials shall be removed from the floor and display area, and may not be stored under tables or behind displays. All displays are subject to inspection and approval for the City of Portland Fire Dept.

5. Damage or Defacement of Oregon Convention Center (OCC). Exhibitor shall not injure, mar, or deface the Center or the grounds outside the Center. Placing advertising material on automobiles on OCC grounds is specifically prohibited. Exhibitor shall not drive any nails, hooks, tacks, or screws in any part of the Center, nor shall it make any alteration of any kind therein. Upon demand of the OCC or PWE, Exhibitor shall pay to OCC or PWE such sums as shall be necessary to restore the premises, Center, and Center grounds to their original condition if any portion thereof shall be damaged by the act, default or negligence of Exhibitor.

6. Limitation of Liability. Except to the extent of the deposit and Exhibitor's fees paid hereunder, PWE and OCC shall not be liable for any loss, injury to persons or property of Exhibitor, or direct or consequential damages. Exhibitor shall indemnify, hold harmless and defend PWE and OCC, their directors, officers, agents, and employees for and from any and all losses, claims, liabilities, damage, action, or judgment recovered from or asserted against PWE or OCC, or any other expense, including reasonable attorney's fees and costs, arising from Exhibitor's participation in the Portland Women's Expo, or arising from any negligence of Exhibitor or any of its agents, employees, contractors or invitees; provided however, that such indemnification shall not apply in the case of damage or injury directly resulting from the sole negligence or willful misconduct of PWE or the OCC.

7. Exhibitor's Insurance. Portland Women's Expo Management has general liability insurance covering the Expo dates. This insurance does not cover the exhibitor's exhibit, contents, visitors within the confines of exhibitor's leased space, or exhibitor's personnel. All exhibitors are responsible for all liability that may arise from any action, sampling or interaction that occurs in relation to the exhibitor's booth. Because of this, **ALL Exhibitors are required to provide proof of commercial general liability Insurance in the minimum amount of \$1,000,000.00 per occurrence to cover liability for bodily injury, property damage, death and advertising injuries arising out of Vendor's activities in connection with the Portland Women's Expo Event.** In addition, any exhibitor that provides any kind of invasive procedure such as, but not limited to, tattooing, piercing, blood testing, laser, injections, etc., must provide The Portland Women's Expo with proof of insurance that covers such procedures.

In the event, exhibitor does not provide the requested insurance, exhibitor agrees to the following:

This **Hold Harmless and Indemnification Agreement** ("Agreement") is entered into by and between exhibitor hereinafter "Promisor", and Free Gift Bags LLC, dba Portland Women's Expo, hereinafter "Promisee". The intent of this Agreement is to indemnify Promisee from any claims arising from and related to all activities of the Portland Women's Expo Event on March 11th, 2017.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Promisor and Promisee agree as follows:

Promisor will indemnify and hold harmless Promisee from any and all claims, actions, and judgments, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to The activities of the Promisor as they directly relate to the Portland Women's Expo Event. Promisor's actions include the acts of Promisor's agents and employees. In the event any claim or suit is brought against Promisee within the scope of this Agreement, Promisor shall pay for legal counsel chosen by Promisee to defend against the same. This Agreement shall encompass claims resulting from any actions that might raise a claim against the Promisee.

In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this agreement.

This agreement shall be interpreted under the laws of the State of Oregon.

8. Refunds, Cancellation, Defaults, Forfeiture, and Credits. No refunds or credit will be issued by PWE under any circumstances. In the event of an exhibitor cancellation, the cancelling party has the right to assign and sell its interest in the booth to a prospective exhibitor that it finds as a replacement exhibitor. PWE must be notified of this assignment and give final approval of the transaction and prospective new exhibitor.

What if PWE finds a replacement exhibitor? Once notified by a cancelling exhibitor, PWE will use its best efforts to find a replacement exhibitor to purchase exhibition contract from cancelling party, but is under no contractual obligation to find a replacement exhibitor. If exhibitor cancels and PWE successfully finds a replacement exhibitor, PWE will return the cancelling exhibitor's monies minus the following administrative re-sell fees; if exhibitor cancels anytime outside of 90 days of the event, exhibitor will incur a flat \$100 administrative re-sell fee. If exhibitor cancels within 90 days prior to the event, exhibitor will incur a 33% re-sell fee. If exhibitor cancels within 60 days prior to the event, they will incur a 60% re-sell fee. If exhibitor cancels within 30 days prior to the event, they will incur a 90% re-sell fee. If exhibitor cancels within 15 days prior to the event, this will be considered a forfeiture of all monies paid.

9. Exclusivity: Unless approved in advance, PWE will not guarantee any product or service exclusivity nor guarantee exhibitors sales volume.

10. Occupancy. Exhibitor agrees to check in at the Exhibitor Services table on Friday March 16, 2018 by 8pm. In the event Exhibitor fails to meet such deadline, PWE may retake possession of Exhibitor's booth or space without liability to Exhibitor, and further, retain as liquidated damages all Exhibitor's fees paid or becoming due under this Agreement. Upon repossession of the booth or space reserved, PWE may use the same for any purpose, and shall have no liability to Exhibitor whatsoever resulting there from. Exhibitor must have at least one person in attendance at their exhibit at all times the event is open to public, taking every precaution against injury. **BOOTH MUST REMAIN OCCUPIED UNTIL SHOW CLOSURE AT 5:00PM ON March 17, 2018. EARLY BREAKDOWN OF BOOTH WILL RESULT IN A \$250 FINE AND EXCLUSION FROM FUTURE EVENTS.**

11. Vacation. In the event Exhibitor has not entirely removed all display items before Saturday March 17, 2018 at 8 pm, then PWE shall be authorized to remove, at the sole cost and expense of Exhibitor, any and all items remaining on the property without liability for any resulting damages or losses.

12. Interruptions or Termination of the Event. It is understood and agreed that PWE and OCC reserve the right to interrupt or terminate the event, when, in the judgment of PWE or OCC, such interruption or termination is necessary to protect public order and safety. Exhibitor waives any claim against PWE or the OCC for refund, damages or compensation should the event, and therefore this Agreement, be so interrupted or terminated. In addition, in the event the space reserved hereunder or any portion of the exhibition area is destroyed or damaged by fire or any other cause, or in the event any other casualty renders PWE nor OCC fulfillment of this Agreement impossible or impractical, then this Agreement shall terminate, and neither PWE nor OCC shall be liable for any refund or damages to Exhibitor. Exhibitor further assumes the risk of any prevention, interruption or termination of the event due to strikes, lockouts, labor disputes, acts of God, structural defects in the OCC facility, hostile governmental action, riot, civil commotion, or other causes beyond the reasonable control of PWE, and PWE shall not be liable to Exhibitor for any refund or damages resulting there from.

13. Lotteries & Contests. Exhibitor shall be solely responsible to ensure that any drawings, lotteries or contests held by Exhibitor on the premises are conducted in strict compliance with local, state and federal laws.

14. Excused Performance. Expo Management shall not be liable for nor deemed to be in default on account of any delay or failure to perform pursuant to this agreement if due to any cause or condition beyond the reasonable control of Expo Management. This includes agreements with Sponsors, Media partners, Guest Speakers and or any stage appearances that may for whatever reason be changed or cancelled.

15. Food & Beverage. All exhibitors must comply with OCC sampling policy and size restrictions. Food must be pre-packaged to go. No food or beverage may be sold for on-site consumption outside of designated areas, unless specifically agreed to in writing.

16. Flex Payment Plan. The general terms and conditions of the “Flex payment plan” are as follows; Exhibitor agrees to the terms of the “Flex payment plan” by selecting it as a payment method. After the initial deposit, the balance remaining will be due via a 90 day equal payment installment plan. A default is defined as 30 days past due on a single installment. In the event of a default see Para 8. (Refunds, Cancellation, Defaults and Credits). Exhibitor agrees that if I choose the “Flex payment plan option” I agree to the terms and conditions (payment dates & amounts) of the agreement, and I am the authorized user of the account information provided and agree to the amount to be debited or charged as stated in the plan. Furthermore I agree, if no funds are available at the time payment is due, a \$5.00 NSF fee will be assessed.

17. Photo Authorization. I grant to Free Gift Bags LLC, dba Portland Women’s Expo, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize Portland Women’s Expo, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I further agree that use of such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

If you have any questions concerning this invoice/agreement, contact us immediately:

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Thank you for your business!