



Exhibitor Contract

Parties: D & D Productions, Inc. (Producer) and Exhibitor (named below).

MetraPark Expo Center – January 8th-10th, 2009

EXHIBITOR: _____ Contact: _____

(Phone) _____

Address: _____

(Street or P. O. Box)

(City)

(State)

(Zip)

SHOW INFO. Send To: _____ Contact: _____

(Phone): _____

Address: _____

(Street or P. O. Box)

(City)

(State)

(Zip)

Email: _____

Booths: Ea. Booth is 10' X 10' – See Map (CALL for booth assignment)

ROW(S) _____ **BOOTH(S)#** _____

NOTE: ALL BOOTHS ARE PROVIDED WITH PIPE & DRAPE DÉCOR ONLY. All other booth requirements (i.e. tables, chairs, equipment & accessories) need to be ordered directly by exhibitor from the official show decorator – **K & J Convention Decorators**. Their telephone number is **(800) 801-3238**. Decorating costs are exhibitor's responsibility.

Booth Costs: 1 – 2 booths = \$550.00 ea. / 3 – 5 booths = \$525.00 ea. / 6 + Booths = \$500.00 ea.

Total # of Booth(s) needed: _____ X cost per booth (see pricing above) \$ _____ ea. = **Total Booth Cost \$** _____

MetraPark Electrical Charges: (IF needed, please add to booth costs)

_____ 110 Volt Electricity = **\$30.00 each Drop**

_____ 220 Volt Electricity = **\$50.00 each Drop**

+ **Additional Electrical Cost \$** _____

TOTAL COST PAYABLE BY EXHIBITOR: \$ _____

(50% Deposit is **required** with Contract, with remaining 50% paid by November 15, 2008)

Will you be needing a FORKLIFT or to DRIVE INTO the building? (Please specify)

(No additional cost.) Yes _____ No _____

Make checks out to: D & D Productions, Inc., P.O. Box 22443 Billings, MT 59104-2244

Show Contact: Doug Sidwell

Telephone: (406)696-6585 (Cell)

E-Mail: douglas@danddproductions.us

Website: www.AgandConstructionExpo.com

Booth Assignment/Contract Enforcement. Booth(s) numbers are assigned upon receipt of this Exhibitor Contract. Your signature on this contract acknowledges that you have read and fully understood, and agreed to bind you and your company to the terms of, this contract. This agreement is binding upon the parties as of the date of its execution, but an exhibitor's failure to pay the entire cost set forth above by **November 15, 2008**, shall effect a termination of this agreement; and in such event exhibitor's deposit shall be refunded, less a **\$150.00** termination and administrative fee to be retained as liquidated damages by producer.



Payment: A deposit of **50%** of the total amount payable for booth space and electrical charges under this contract will be required upon the signing and returning of this agreement. The balance is due on or before **November 15, 2008**. All exhibit spaces available **after this date** will require **100% payment** upon signing of contract. No exhibitor will be allowed to occupy exhibit space until the total has been paid in full in U.S. funds to producer.

Exhibit Assignments: Booth location(s) will be assigned based on your choice of exhibit area, availability, and postmark of deposit. The producer reserves the right of assignment and to decline exhibits in whole or part that do not reflect the character of the show. Exhibit space contracted is to be used solely by the exhibitor whose name appears on the contract, and it is agreed that the exhibitor will not sublet or assign any portion of the same without written consent of producer. In the event that the exhibitor fails to occupy or use the assigned exhibit space, or to have the exhibit completed and in place by the opening of the show, the exhibitor shall forfeit the right to the space and all pre-paid space deposit monies.

Waiver of Liability: Neither the producer or its shareholders, the building management and owners, the official show decorator and their representatives, or any member or director of the foregoing entities will be responsible for any bodily injury, property loss or damage that may occur to the exhibitor or exhibitor's employees or property or exhibitor's customers in their booth from any cause whatsoever. The exhibitor, upon signing this contract, releases the aforementioned from any and all claims for such loss, damage or bodily injury. D & D Productions, Inc. shall not be liable for failure to perform any obligations under this contract due to strikes, riots, acts of God or any other act, circumstance, occurrence or cause beyond the control of same.

Liability Insurance – Care of Building and Rental Property and Equipment: Exhibitors and their representatives and employees, or customers, will be held responsible for any defacing of the walls, floors or doors of the exhibit hall and adjacent areas, including outside surfaces. If such damage appears, the exhibitor and representative may be liable for damages to the property owners, the MetraPark and Yellowstone County. Exhibitor agrees to obtain **insurance coverage** at their own expense to cover such stated liabilities and to provide coverage insuring exhibitor for property and/or personal injury claims of third parties. A certificate of liability insurance (minimum \$1,000,000 coverage) identifying **D & D Productions, Inc.** as an additional insured shall be provided to producer prior to setting up in the exhibit space assigned to exhibitor.

Fire Rules and Regulations: Combustible exhibit and display materials must be flame proof. Explosive materials are not allowed on the premises. Vehicles or machinery may not be operated on the premises during show hours. Fuel tank openings must have a secure cap. Battery cables must be disconnected and taped to prevent contact. All rules and regulations relative to public buildings and prescribed by the Fire Prevention Bureau of Yellowstone County must be adhered to at all times.

Installations: Exhibitor requirements of carpentry, wiring, electrical, telephone, internet line or any other materials or services, aside from that installed by the official show decorator, shall be requested in writing from the producer, as to requirements, and if approved shall be installed at the exhibitor's expense.

Exhibit Space: All exhibitors and representatives must remain in the confines of their own assigned spaces. No exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view of, or be a disadvantage which affects the display of, other exhibitors. The show aisles and overhead spaces remain strictly under the control of the producer, and no signs, decorations, banners, advertising matter or special exhibits will be permitted without written permission of the producer.

Cancellation Policy: Cancellations of exhibit space must be made in writing to the producer no later than **November 15, 2008**. If an exhibitor cancels **in a writing** delivered or mailed (postmark date applies) to the producer on or before said date, the exhibitor's deposit will be refunded, less a **\$150.00** cancellation fee to be retained by producer. If an exhibitor cancels after said date, no refund will be made.

Attorney's Fees: Should an attorney be employed by producer to enforce the terms of this agreement, exhibitor agrees to pay reasonable attorney's fees and costs, incurred by producer, in addition to any sum which may be recovered or deemed payable as damages owed to producer.

Signed by Company Representative: _____ Date ____/____/____
 (Exhibitor) (Authorized Signature)

D & D Productions, Inc.: _____ Date ____/____/____
 (Producer)

PLEASE SIGN & RETURN A COPY OF THIS AGREEMENT TOGETHER WITH YOUR 50% DEPOSIT TO D&D PRODUCTIONS, INC. WE WILL RETURN TO YOUR COMPANY, A FULLY EXECUTED COPY OF THE AGREEMENT ALONG WITH YOUR BOOTH ASSIGNMENTS.



CREDIT CARD INFORMATION

Company name _____

Name on card: _____

Mailing Address: _____

(Street or PO Box)

(City)

(State)

(Zip)

Phone: (____) _____ - _____

Card Type:

____ Visa

____ Mastercard

____ Discover

Card number: _____ - _____ - _____ - _____

Expiration Date: ____/____

Three or four digit security code on back of card: _____

Amount to be charged to card \$ _____

Please return completed from to:

D&D Productions, Inc.

PO Box 224433

Billings, Mt 59104-2244

406-696-6585