

THE SELF-RELIANCE



EXHIBITOR AGREEMENT

2018 Self Reliance & Simple Life EXPERIENCE

October 24 & 25, 2020
 Arapahoe County Fairgrounds
 Aurora, Colorado

Exhibitor Contact: _____ Company Name: _____
 Phone: _____ EMail: _____
 Address: _____ City: _____ State: _____
 Zip: _____ Website: _____

Product/Service Description:

<p>Booth Size/Expo</p> <ul style="list-style-type: none"> <input type="checkbox"/> 5 x 10: \$395 <input type="checkbox"/> *10 x 10 inline: \$575 <input type="checkbox"/> *10 x 20 inline: \$895 <input type="checkbox"/> Outdoor Canopy (10 x 10) or Tiny Space (vehicles and trailers): \$325 <input type="checkbox"/> Food / Drink Truck: \$250 <input type="checkbox"/> Non-Profit (10 x 5 inline)-Limited Availability: \$200 - must show proof of 501(c)(3) <p><i>See SelfRelianceExpo.com>Participate>Exhibitor Pricing-2020 for list of Exhibitor Benefits</i></p>	<p>Booth Extras/Expo</p> <ul style="list-style-type: none"> <input type="checkbox"/> Electricity + \$40 (increases to \$60 at the door, if available) <input type="checkbox"/> Table + \$10/ea (not available at door) # _____ <input type="checkbox"/> Chair + \$5/ea (not available at door) # _____ <p>Scavenger Hunt</p> <ul style="list-style-type: none"> <input type="checkbox"/> \$50
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TOTAL DUE: _____

Tell us more *Circle all that apply:* **Will have fire or loud noises** | **Require quiet area** | **Have specific height requirements**
Explanation and/or Other: _____

Payment Info *circle one:* **VISA** | **M/C** | **AmEx** *card #:* _____ *exp:* _____ *CVV:* _____

By signing below, you authorize The National Self-Reliance Project, Inc. (NSRP) to charge your credit card for the above agreed upon amount.

Name on Card: _____ Signature: _____

Billing Address: _____ - **OR** - Same as Above

Exhibitor Covenants & Terms of Use | The National Self-Reliance Project, LLC (NSRP)

EXHIBITOR COVENANTS

1. Exhibitor understands that The Self-Reliance & Simple Life Experience ('SRE') is an expo produced by The National Self-Reliance Project ('NSRP'), the names of which are used interchangeably, yet refer to the same entity.
2. The Exhibitor agrees to (i) obey by all laws, by-laws, ordinances and regulations governing use of the facility and operation of The SRE, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and The SRE, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors of The SRE.
3. The Exhibitor agrees to abide by all rules and regulations governing The SRE established from time to time by The SRE, including rules and regulations set forth in the Exhibitor Manual.
4. The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between services to the facility, and (ii) governing companies operating in the facility in which The SRE is taking place.
5. The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of The SRE and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
6. The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with The SRE unless (i) the Exhibitor satisfies The SRE requirement that the Contest is being operated in accordance with applicable laws; and (ii) the prior written consent of The SRE is obtained.
7. The playing, performing, reproduction, broadcasting or other use at The SRE of any music, materials, processes and dramatic rights that is the subject of any third party copyright, trademark, industrial design, patent or other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of The SRE. The Exhibitor agrees to indemnify and save harmless NSRP, et al, and the facility (and any of their respective officers, directors, employees, insurers, agents, representatives and those for whom NSRP or facility are responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any work by Exhibitor, its agents, representatives, employees, and those for whom the Exhibitor is responsible in law.
8. **The Exhibitor agrees to occupy the contracted exhibit space during The SRE hours and to sell, promote, or advertise only the product and services described in their Exhibitor Application.**

NSRP RIGHTS

1. NSRP reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors which The SRE considers objectionable, inappropriate, disruptive, offensive to The SRE, other Exhibitors or SRE attendees; (ii) change or modify the layout of The SRE and/or relocate exhibits or Exhibitors; (iii) cancel, in whole or in part, The SRE due to an event of force majeure; or (iv) change the date, location and duration of The SRE without any liability to NSRP.
2. NSRP shall have the right to establish and amend, or modify, any regulations governing use of the facility and The SRE.

ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet space under this agreement without the prior written permission of the NSRP, which permission may be withheld in NSRP's sole discretion.

INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless NSRP, et al, the facility, their respective officers, directors, agents, representatives and employees against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with The SRE, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, NSRP, et al, the facility, The SRE sponsors, or a visitor to The SRE and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

LIABILITY AND INSURANCE

1. **The Exhibitor shall obtain and maintain at its own expense a comprehensive General Liability and an all risk property insurance policy acceptable to NSRP for the period commencing on the first move-in date and terminating on the last move-out date. The General Liability shall be in the amount of \$2,000,000, \$1,000,000 per occurrence, from an A.M. Best A-rated or better company. Food Vendors are also required to have Product Liability Included. The policy shall name The National Self-Reliance Project, Inc/The Self-Reliance Experience and 'The Venue' as additional insured on an ACORD 25 Certificate of Liability Insurance. The policy shall also insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at The SRE. Insurance for Arts and Crafts and other non-food vendors and exhibitors can be purchased through [ACT Insurance](#). Food Vendors can find affordable annual insurance through the [Food Liability Insurance Program](#).**
2. **The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against NSRP, The SRE sponsors, or the facility in which The SRE is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.**
3. **Neither NSRP, et al nor the facility will assume liability for loss or damage through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.**

BOOTH DISPLAY

1. Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Manual.
 - i. Signs in linear booths may not exceed the 8ft. height of the pipe & drape.
 - ii. Signs must be one sided, and not face into another exhibitor's booth.
 - iii. No handwritten signs allowed - use professional signs only.
2. **The Exhibitor agrees that no display will be dismantled or goods removed during the term of The SRE, but will remain intact until the end of the final closing hour on the last show day or incur a fine of \$500. The Exhibitor also agrees to remove its display and equipment from The SRE site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by NSRP.**

CANCELLATION AND TERMINATION

1. The Exhibitor shall have the right to cancel this agreement by notice in writing to be delivered to NSRP no later than ninety (90) days preceding the opening date of The SRE.

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Exhibitor Covenants & Terms of Use (continued)

CANCELLATION AND TERMINATION (continued)

- All deposits received by NSRP up to the date of notice of cancellation are non-refundable and non-transferable. In the the event that the Exhibitor (i) notifies NSRP less than ninety (90) days preceding the opening date of The SRE that it wishes to cancel this agreement; (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at The SRE, NSRP reserves the right to: (iv) cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (v) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this agreement; (vi) re-rent the said space; and (vii) bring action against the Exhibitor for payment of the full cost of space originally licensed from NSRP.
- Refunds/Credits for Exhibitor Registration Fee shall be granted within 30 days of receipt of notice of cancellation, per the following schedule:
Within 72 hours of registration-100% | 150+ days prior to SRE-100% | 120 days prior to SRE-50% | 90 days prior to SRE-25% | less than 90 days prior to SRE-0%.
 - If the Exhibitor violates or breaches any other terms or conditions of this agreement, all payments made by the Exhibitor and all amounts due to NSRP shall be deemed earned by NSRP and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this agreement, NSRP shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and to utilize it in any manner NSRP deems appropriate, including, but not limited to, re-licensing its use to another Exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this agreement as a result of the use of or payment for the space by another exhibitor in The SRE.
 - Each covenant by the Exhibitor contained herein is material and of the essence of this agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling NSRP to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice by NSRP to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

FORCE MAJEURE

In the event that (i) the facility in which The SRE is to be held is destroyed or becomes unavailable for occupancy (ii) NSRP is unable to permit the Exhibitor to occupy the facility or the space or (iii) if The SRE is canceled or curtailed, for any reasons beyond the control of NSRP, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots, or civil disturbances, strike, lockout or boycott, NSRP will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatsoever nature that the Exhibitor may suffer.

DISCLAIMER OF LIABILITY

NSRP DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NSRP MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE NUMBER OF PEOPLE OR EXHIBITORS WHO WILL ATTEND AN SRE EXPO OR ANY OTHER ACTIVITIES OR FUNCTIONS OR ANY OTHER MATTERS. IN NO EVENT SHALL NSRP BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR PROFITS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF NSRP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF NSRP EXCEED THE BOOTH FEES PAID.

AUDIO & VISUAL RECORDING RIGHTS

All visual and audio recording rights in SRE are reserved to SRE or its affiliates. Any displayed item within your booth may be recorded by SRE or its affiliates for future use. No recording of booths, other than your own, is permitted at any time. Your booth space, exhibit and personnel may be recorded by The SRE or its affiliates before, during or after the open hours of the expo for any The SRE or its affiliates use.

LISTINGS & PROMOTIONAL MATERIALS

By exhibiting at The SRE, You grant to The SRE or its affiliates a fully paid, perpetual non-exclusive license to use, display and reproduce your name, trade names and product names in any directory (print, electronic or other media) listing your company at The SRE and to use such name in SRE or its affiliates promotional materials. The SRE shall not be liable for any errors in any listing or descriptions, or for omitting you from the The SRE program or other lists or materials. Show management reserves the right to edit and/or delete SRE program submissions. Companies not current with payment will not be included in the The SRE program.

MISCELLANEOUS

- Waiver by NSRP of any breach of any term or provision of this agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision thereof.
- No alterations or variations of the terms of this agreement shall be valid unless made in writing and signed by each of the parties hereto.
- Should an Exhibitor dispute charges with their credit card company without first contacting The SRE to resolve the reason for dispute and such dispute shall be found in The SRE's favor, The SRE shall impose a \$350 fee upon Exhibitor for the harm caused by a reversal of charges and the time and effort required to resolve it. This fee will be charged to the credit card on file, or if unable to process such fee on the credit card, The SRE shall issue an invoice to the Exhibitor for which the balance will be due upon delivery.
- This agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which The SRE is held.

END

I/We hereby apply for exhibit space in the above named event. If accepted, I/We hereby agree to abide by the terms, conditions, and regulations as noted in the Exhibitor Covenants & Terms of Use, which we have read, understand, and agree upon.

Signature: _____ Title: _____ Date: _____

Printed Name: _____ Organization: _____

- For faster approval of this application and your booth location, please scan and email this application to Sales@SelfRelianceExpo.com.
- For the security of your credit card information, you may leave the credit card number, expiration, and CVV code blank and we will call you upon receipt and take that information over the phone. **We will still require your signature where indicated in the Payment Info section.**
- You may mail this application with a check to the address below. However, please be advised, your application will not be accepted, nor will your space be confirmed until your application has been fully processed along with your payment.
- All Exhibitor applications are subject to approval.
- NSRP reserves the right to change booth locations as necessary.

THANK YOU!