



**APPLICATION/CONTRACT**

Please TYPE or PRINT CLEARLY

This is an offer by Exhibitor (hereinafter referred to as "Exhibitor") for exhibit space at the 2018 Ducks Unlimited Great Northwest Outdoor Expo (hereinafter referred to as "EXPO") at the Ford Idaho Center, Nampa, Idaho on June 29-July 1, 2018. This offer is subject to acceptance by Ducks Unlimited, Inc. (hereinafter referred to as "DU"). Such acceptance is at the sole discretion of DU.



Exhibitor Company Name: \_\_\_\_\_

Billing Address (No P.O. Boxes): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Cell: ( ) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Products/Services: \_\_\_\_\_

Sign on Booth should read (Please Print): \_\_\_\_\_

EXPO DIRECTORY INFORMATION (  Check boxes on each item if same as billing information above)

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_  Fax: ( ) \_\_\_\_\_

Website: \_\_\_\_\_

*Exhibitor listing deadline is May 1, 2018. Contracts received after this date will not appear in the EXPO Directory.*

**SPACE RATES:** (Exhibitor package includes 4 credential sets)

| BOOTH  | PRICE     | NUMBER OF BOOTHS    | TOTAL |
|--|-----------|---------------------|-------|
| 10'x10' Exhibitor Booth <input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor | \$600.00  | _____ x \$600.00 =  | _____ |
| 10'x10' Exhibitor Booth – End cap (Indoor Only)  | \$800.00  | _____ x \$800.00 =  | _____ |
| Aisles 200/300 Mezzanine Level (Indoor Only)   | \$2000.00 | _____ x \$2000.00 = | _____ |

For Exhibitor space 800 sq.ft. and larger or outside bulk space contact your EXPO representative

Power (Indoor Space Only), price increase May 2, 2018 \_\_\_\_\_ x \$100.00 = \_\_\_\_\_

Internet (Indoor Space Only) \_\_\_\_\_ x \$40.00 = \_\_\_\_\_

Extra Credentials/Per Set \_\_\_\_\_ x \$20.00 = \_\_\_\_\_

Total = \_\_\_\_\_

Please list three choices for booth locations by booth number(s). There is no guarantee of booth location, but attempts will be made to accommodate your request.

1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_

**PAYMENT POLICY:**

Contract must be paid in full by credit card, check or money order. Contract received without payment will be returned unprocessed. No booth locations will be assigned without 100% payment. Cash payments will not be accepted.

**SELECT PAYMENT METHOD:**

Visa MasterCard Amex Discover Check Money Order

Credit Card#: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_

**Important:** Exhibitor's tendering of payment or signature below, indicates acceptance of the terms listed in this contract, including, but not limited to, terms which concern liability and insurance. Tender of payment or signature also acknowledges that Exhibitor has read and understands the terms of this contract, waives any objection to those terms or their formation and enforceability, and will comply with the terms of this contract. Exhibitor's tender of payment or signature also constitutes agreement to abide by any further rules and regulations which may be imposed by DU at the EXPO, including, but not limited to, rules and regulations which do not appear in this contract. DU may reject any application.

Exhibitor's Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted: Ducks Unlimited, Inc.: By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Process Contract with Payment Online or Mail Contract and Payment to:  
Ducks Unlimited Great Northwest Expo, One Waterfowl Way, Memphis, TN 38120  
Fax contract to: (901) 758-3850, CREDIT CARDS ONLY (Visa, MasterCard, Amex, Discover)**

[www.ducks.org/NWExpo](http://www.ducks.org/NWExpo)

## TERMS

**Release and Waiver:** Neither Ducks Unlimited, Inc., EXPO show management, Ford Idaho Center, nor their respective Officers, Directors, Employees, Volunteers, Sponsors and Agents (collectively "Released Parties") will be responsible for any injury, loss or damage from any cause whatsoever that may be suffered by Exhibitor, Exhibitor's employees, representatives or agents or Exhibitor's property. The Exhibitor, upon execution of this contract, expressly releases the Released Parties from any and all claims for such injury, loss or damage. Any and all rules, restrictions and/or levies enforced or imposed by the EXPO grounds/city and/or state of the EXPO shall be observed by and complied with by the Exhibitor and the Exhibitor's employees, representatives and agents. Released Parties assume no responsibility or liability whatsoever in matters related to any such restrictions and/or levies imposed on any Exhibitor. Released Parties shall bear no responsibility or liability with respect to any claims or suits by third persons for damages or losses incurred or suffered resulting from, or caused by EXPO and/or Exhibitor's, sponsor's and other EXPO participant's participation at the EXPO. Exhibitor agrees that it will indemnify, defend and save the Released Parties harmless for and against all losses and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses of every nature and description brought or recovered against the Released Parties or expended by the Released Parties, including the payment of attorneys' fees, arising from the Exhibitor's participation at the EXPO.

**Insurance:** Exhibitor shall carry the following insurance coverage and provide to DU proof of such insurance coverage with an A.M. Best's Rated "A-VIII" or better carrier authorized to do business in the State of Idaho. The Exhibitor shall carry and maintain the following insurance coverages: worker's compensation at statutory limits and commercial general liability including products, completed operations, independent contractors, personal injury and blanket contractual liability insurance at limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate. Such coverages shall be primary to any coverage carried by a party required to be named as an additional insured and shall contain a waiver of subrogation against each party required to be named as an additional insured. These coverages shall be evidenced by a Certificate of Insurance with a 30-day prior written notice of cancellation provision to the holder(s) and name Ducks Unlimited, Inc., Ford Idaho Center, and their respective Officers, Directors, Employees, Volunteers, Sponsors and Agents as additional insureds. A certificate indicating such coverages are in effect and will remain in effect through the dates of the EXPO shall be submitted by Exhibitor to DU at least 45 days prior to opening day of the EXPO. If the commercial general liability insurance provided by Exhibitor is written on claims made basis, Exhibitor agrees to maintain such coverage for a period of at least 180 days after the closing date of the EXPO. Exhibitor will not be permitted on site without acceptable certificate of insurance.

(Signature of Exhibitor)

**Cancellation Policy:** Exhibitor cancellation notification made in writing to DU and received by February 1, 2018 will entitle Exhibitor to a full refund of Exhibitor's fees minus a \$75 administration fee (hereinafter referred to as "Administration Fee"). Exhibitor cancellation notification made in writing to DU and received by March 1, 2018 will entitle Exhibitor to a 50% refund of Exhibitor's fees minus the Administration Fee. No refunds will be made after March 1, 2018 for any Exhibitor cancellation. Unless Exhibitor has cancelled its participation in writing to DU prior to March 1, 2018, if for any reason Exhibitor fails to attend the EXPO, Exhibitor shall be responsible for full payment of Exhibitor's fees. Exhibitor agrees: (1) that should the EXPO be cancelled, postponed, or abandoned in its entirety by DU for any reason, act or occurrence beyond the control of DU, including but not limited to fire, strikes, rioting, civil disorders, weather or other circumstances making it impracticable, in the sole discretion of DU, to operate the EXPO (hereinafter referred to as "Force Majeure Reason") Exhibitor shall be reimbursed, as its sole remedy, Fifty Percent (50%) of its Exhibitor fee; and (2) that should the EXPO be curtailed or abandoned in part by DU for any Force Majeure Reason, Exhibitor's sole and exclusive compensation and remedy for such partial cancellation, shall be equal to the prorated amount the Exhibitor has already paid for the space for the cancelled portion of the specific event minus the Administrative Fee.

(Initial)

**Eligible Exhibits:** Exhibit booths are open generally, but not limited to, those companies and organizations that provide products or services related to training, sporting and recreational activities in the outdoor sports industry. DU reserves the right to refuse rental/lease or display space to anyone.

**Contract for Space:** Deposit of Exhibitor's funds does not constitute contract acceptance by DU. The application for space, the formal notice of assignment of Exhibit Space by DU, the payment of full rental fees and delivery of the required certificate of insurance by Exhibitor constitutes a contract for the right to use the space allotted only after DU accepts it by its signature on this contract. DU may, at its sole discretion, require an Exhibitor to move to a different exhibit space, up to and including the date of move-in. Reasons for such a move may include, but are not limited to: safety concerns, improvement of access, ingress, or egress; accommodation of other sponsors or exhibitors; or the consolidation of unused space.

### Restrictions on Use of Space:

- Exhibitor shall not assign, sublet or share the whole or any part of the space assigned to it.
- No exhibit shall be allowed to project into the aisle beyond Exhibitor's assigned space and Exhibitor shall not, during the EXPO, take contents of the Exhibitor's booth out of the assigned space, including the distribution of literature or materials.
- All material or decoration used in the Exhibitor's booth shall be approved by DU and/or be flame-retardant. An Exhibitor using flammable material shall contact the local Fire Department and be in compliance with existing fire codes prior to set up.
- Exhibits that include the operation of audio/visual or lighting equipment or the amplification or production of sound must be conducted and arranged so that the sound/light will not annoy or disturb any contiguous or adjacent exhibitors or attendees. DU solely will determine the acceptable level of sound and light in all such instances.
- Exhibitor shall be responsible for any injury to or defacing of the ceiling, walls or floors of the facility or the booths by Exhibitor or its employees, representatives and agents.

No alcoholic beverages may be brought into the EXPO by Exhibitor.

No food or beverage may be sold by Exhibitor without the express prior written consent of DU.

No live animals may be exhibited or sold by exhibitor without prior written consent of DU.

**Firearms Deactivation and Safety:** All firearm used in displays by Exhibitor must be deactivated by either the removal of the firing pin, or altered so that they may not be fired. Live ammunition, powder or primers may not be brought in to the Exhibit Hall.

(Initial)

**Booth Representatives:** Exhibitor's booth representatives shall be restricted to Exhibitor's employees and authorized representatives. Booth representatives shall wear badge identification furnished by DU at all times during the EXPO. DU may limit the number of booth representatives at any time. Exhibitor must staff its booth(s) during all open show hours.

**Set-Up and Teardown Time:** Exhibitor's booth must be set up by 10 a.m. local time Friday, June 29 - No Exceptions. After such time Exhibitor's booth may be transferred to exhibitors on waiting list. No refunds will be made to Exhibitor for such a transfer. Exhibitor's booth must remain staffed and set up during all show hours. No Exceptions. Teardown of Exhibitor's booth may not begin until after the EXPO closes on Sunday and must be completed by 11:59 p.m. local time Sunday, July 1, 2018. A penalty of \$100 will be charged to Exhibitor's account for non-compliance with this provision. All drayage and storage fees shall be the sole responsibility of Exhibitor. Special setup needs, or size and height requirements, contact EXPO management at least 15 days prior to setup.

(Initial)

**Delivered Goods:** DU will provide roaming security; however, Exhibitor is still solely responsible for the protection of its property. DU and EXPO assume no responsibility for Exhibitor property delivered to the EXPO grounds or vicinity or for property of Exhibitor left in the building or on the grounds after closing hours. If Exhibitor wishes to insure its property, including merchandise, Exhibitor must do so at its own expense.

**Trademarks:** Without the express prior written consent and license of DU, Exhibitor shall not use or reproduce in any manner or on any item, including, but not limited to, on merchandise, souvenir, credentials, tickets or apparel, any of the following words, images or phrases and any confusing similar words, images or phrases, which Exhibitor agrees are the sole property of DU: "DUCKSUNLIMITED EXPO", "DUCKSUNLIMITED™", "DUCKS UNLIMITED SHIELD LOGO™", "DUCKSUNLIMITED EXPO LOGO™", "DUCKSUNLIMITED DUCKHEAD LOGO™", "DU" and "GREATNORTHWESTOUTDOOREXPO".

**Photography and Video:** DU or its agents may be taking photographs and video at the EXPO. Such photographs and videos shall be the property of DU. Exhibitor and its employees and representatives consent to the taking of such photographs and videos and the publication and sale and/or license of such photographs and videos.

**Booth Equipment and Services:** Standard drapery and booth equipment (backs eight (8) feet high, side rails and rail dividers three (3) feet high with booth identification sign) are included in the Exhibitor fee. Four (4) three-day EXPO credentials, and four (4) three-day parking passes are also included. Additional credentials may be purchased.

**Entire Agreement:** This contract constitutes the entire agreement between the parties relating to the subject matter covered herein and cancels and supersedes all previous agreements between the parties relating to the subject matter covered herein. Any modification to this Agreement must be in writing and signed by both parties. This Agreement shall be governed by and in accordance with the laws of the State of Tennessee. DU may terminate this contract for convenience at any time upon providing Exhibitor thirty (30) days prior written notice.

**Compliance with Rules and Regulations:** In addition to the terms set forth in this Agreement, Exhibitor agrees that Exhibitor and all Exhibitor employees, representatives and agents shall comply with any rules and regulations which may be imposed by DU at the EXPO, including, but not limited to, rules and regulations which do not appear on this contract.

**IMPORTANT:** Exhibitor will not be allowed to enter the EXPO grounds and begin to set up, nor receive credentials/parking passes, etc., until a signed contract, full payment and the required insurance certificate have been received and accepted by DU. No exceptions will be made.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Read and understood and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_