

AGREEMENT

THIS AGREEMENT is executed this ____ day of _____, 20____.
between PORTLAND METRO RV DEALERS, INC. (PMRVD), an Oregon corporation ("Management") and _____
("Exhibitor").

RECITALS

- A. This Agreement pertains to the PMRVD Show ("Show") which will be held at the Exposition Center and Fairgrounds ("Expo Center"), in Portland, Oregon, from November 9, 2023, and ending November 12, 2023.
B. Management has organized the Show to promote and educate the public about certain products and aspects of recreational use and living;
C. Management wishes to lease display space to Exhibitor; this space allows for the display of _____ merchandise only.
D. Exhibitor wishes to participate in the Show by renting display space. This space is identified as 9' x 10' (9' across the front) Total Sq. Ft. = 90'.
Exhibitor will only display the merchandise and shall only conduct the following activities at the display space. The merchandise and activity is defined as follows:
Specify Brands & type _____

E. These Recitals are Contractual.
THE PARTIES AGREE AS FOLLOWS: THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THE REVERSE SIDE ARE INCORPORATED BY REFERENCE AND MADE A PART HEREOF. EXHIBITOR REPRESENTS AND WARRANTS THAT EXHIBITOR HAS READ THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE.

- 1. FEES.
1.1 Rental Fee, EARLY BIRD SPECIAL: \$600 for pre-registration if full payment is made 30 days prior to the show; otherwise cost is \$650.
1.2 Fees in Addition To Rent. Exhibitor shall pay for electrical power used during the Show in excess of 500 watts. Exhibitor shall also pay for the cost of repair of any damage cause Exhibitor to the physical facility of the Expo Center and for the cost of repair for the damage or injury caused by Exhibitor.
1.3 Payment of Fees For Dealer Exhibitors. Dealer Exhibitors shall pay fifty percent (50%) of the rental fee described in paragraph 1.1 upon execution of this Agreement.
1.4 Payment of Fees For Non-Dealer Exhibitors. Non-dealer Exhibitors shall pay fifty percent (50%) of the rental fee described in paragraph 1.1 upon execution of this Agreement.
1.5 Cancellation of Contract. If cancellation occurs Exhibitor agrees to pay and/or forfeit to Management a sum equal to the rental fee as described in paragraph 1.1.
1.6 Obligations of Management In The Event Exhibition Is Not Held. Notwithstanding and in addition to paragraph 14 of this Agreement, Management shall not be liable for any damage, expense or costs incurred by Exhibitor in the event the Show is delayed, interrupted or not held as scheduled.

- 2. DISPLAY TIMES.
2.1 Hours of Exhibit. The exhibit hours the building will be open to the public during each day of the show are:
Thurs. 10-7 Fri. 10-7 Sat. 10-7 Sun. 10-6 No early removal of exhibits
Exhibitors will be admitted to the Expo Center one hour prior to daily show opening times.
2.2 Installation of Displays. Space will be ready for the installation of exhibits at 9:00 A.M., on November 8, 2023. Exhibits must be in place and ready for public inspection not later than 9:00 A.M., on November 9, 2023. Exhibits shall not be dismantled until after closing of the Show on November 12, 2023.
2.3 Removal of Exhibits. Exhibits must be removed from the Expo Center by 9:00 P.M., November 12, 2023. (Unless prior arrangements are made).
2.4 Delivery. No delivery of exhibit materials are allowed at the Expo Center until after _____ A.M., _____, 20____. All shipments must be prepaid.

- 3. EXHIBITION STANDARDS.
3.1 Maximum Display Height. No signs, partitions, apparatus, shelving, or other physical parts of the display may extend more than 10 feet above the floor along the rear of an exhibit.
3.2 Common Areas. The aisles, passageways and overhead spaces remain under the control of the Management, and no signs, decorations, banners, advertising matter or exhibits will be permitted in those areas except by written permission of the Management.
3.3 Sales or Free Samples. Exhibitor shall not sell, give away, or otherwise distribute food, beverages, or items except as set forth in Recital D of this Agreement without the written consent of Management.
3.4 Alcoholic Beverages. Exhibitor and its employees, agents, and guests shall not consume any alcoholic beverages except in areas designated for alcohol consumption by the Management.
3.5 Lotteries. Exhibitor shall not engage in any raffle, chance drawing, lottery or other game of chance without written consent of Management.
3.6 Exhibitor's Liability for Damage. Exhibitor is solely and exclusively liable and responsible for the space leased by Exhibitor and shall not injure or deface the premises.
3.7 Storage. Exhibitor shall comply with all fire codes. Exhibitor shall not store empty boxes, crates or other packing materials, and an excess of one day's supply of literature at Exhibitor's space.
3.8 Running Engines. Oil, gas or gasoline engines may be operated in the display only with the consent of Management and the Fire Department Inspector.
3.9 Physical Installations. Any special carpentry, electrical wiring, or plumbing may be installed only with written permission of Management.
3.10 Electricity. 120 and 208 volts, 60 cps, single phase, electrical service is available in the Expo Center building.
3.11 Show Rules. Exhibitor, its officers, employees directors, agents, invitees and all persons acting under the control, direction and supervision of Exhibitor, shall strictly conform to and comply with all of the terms and conditions of this Agreement and the Show Rules which are identified as Exhibit "A", and set forth on the attached pages.

- 4. INDEMNIFICATION.
4.1 Management shall not be liable to any third party nor any other person for any act or omission, whether negligent, tortious or otherwise, of Exhibitor, its agents, employees or officers.
4.2 Exhibitor agrees to protect, indemnify and hold harmless Management, its directors, officers and employees, against and from any and all loss, claims or suits, including costs and attorney's fees for or on account of injury, bodily or otherwise, or for death of persons, damage to or destruction of property belonging to Management or others, arising out of or in any way connected with Exhibitor's operations excepting only such injury or harm as caused solely by the fault of negligence of the Management or its representatives.

- 5. INSURANCE.
5.1 Liability Insurance. Exhibitor shall purchase and maintain liability insurance, naming Exhibitor, Management, and the Expo Center as an additional named insured.
5.2 Worker's Compensation Insurance. Exhibitor must purchase and maintain worker's compensation insurance covering all of Exhibitor's "subject workers" as defined by Oregon Law.
5.3 General Obligation. Exhibitor will obtain from an insurance company or companies licensed to do business, all appropriate liability and other insurance protection as required by this Agreement.

6. ENTIRE AGREEMENT.
6.1 This Agreement constitutes the entire Agreement between the parties and supersedes all prior written statements, agreements or representations from one party to the other.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above-written.

MANAGEMENT: PORTLAND METRO RV DEALERS, INC. EXHIBITOR:
By: _____ (Company)
By: _____ (Authorized Representative)
By: _____ (Address of Exhibitor)
(P.M.R.V.D., Inc. Representative) (Telephone Number)

FOR WEBSITE LISTING Company: Email, Phone or Website:

7. LICENSES AND PERMITS.

7.1 Licenses. Any and all county, state, or federal licenses, inspections, or permits required by law of Exhibitor in the installation or operation of the display shall be obtained by Exhibitor at Exhibitor's expense prior to the opening of the Show.

7.2 Fire Code Compliance. Exhibitor must comply with all applicable state and local fire codes. If Exhibitor plans to store or use flammable liquid in the display, Exhibitor must obtain prior to the opening of the Show a "permit for exhibit" from a Fire Department Inspector. A Fire Department Inspector can be reached at 248-0203 between 7:30 and 8:30 A.M. during weekdays. If Exhibitor has any questions about compliance with the fire code, Exhibitor should consult with a Fire Department Inspector.

8. NUISANCE.

8.1 Activity Deemed a Nuisance. Management, in its sole and exclusive discretion, reserves the right to determine if conduct by Exhibitor or its agents, employees or officers, creates a nuisance. This restriction includes, but is not limited to, noise levels, odors, safety precautions, obscenity, humor and communications of any kind or nature. Exhibitor must immediately discontinue the conduct and remove the offending individuals or sources upon written notice from Management that said conduct constitutes a nuisance. Management shall reasonably articulate the conduct or source of activity which Management deems a nuisance.

9. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAW.

9.1 Compliance With Law. Exhibitor shall comply with all ordinances, statutes and laws applicable to participation in the Show and compliance with this Agreement.

10. TIME, DEFAULT AND TERMINATION.

10.1 Time. TIME IS OF THE ESSENCE with respect to the performance of each of the conditions, covenants, warranties, duties and obligations of this Agreement.

10.2 Default By Management. Default by Management is defined as:

(a) Management files a petition for adjudication as bankrupt, for reorganization, or for an arrangement under any bankruptcy or insolvency law, or if any involuntary petition under any such law is filed against Management and not dismissed within sixty (60) days, or Management shall make any assignment of its property for benefit of creditors;

(b) Management fails to comply with the express terms and conditions of this Agreement, and such failure is not corrected within seven (7) days following receipt of such failure;

(c) With respect to any failure to act or act which is an act of default which cannot reasonably be cured within the time provided by this Agreement and if reasonable efforts to cure such default are commenced within said period of time and are pursued with due diligence to a conclusion, there shall be no right to terminate this Agreement.

10.3 Default by Exhibitor. Default by Exhibitor is defined as:

(a) Failure to pay any sums due Management within seven (7) days of due date;

(b) Exhibitor files a petition for adjudication as a bankrupt, for reorganization, or for an arrangement under any bankruptcy or insolvency law, or if any involuntary petition under any such law is filed against Exhibitor and not dismissed within sixty (60) days, or Exhibitor shall make an assignment of its properties for the benefit of creditors;

(c) Exhibitor fails to comply with the express terms and conditions of this Agreement, including failure to comply with the Show Rules, and such failure is not corrected within seven (7) days following notice of such failure, unless Exhibitor's failure to comply occurs during the dates that the hours of exhibit are identified in paragraph 2.1 of this Agreement. In the event that Exhibitor fails to comply with the express terms and conditions of this Agreement during and on the dates of the hours of exhibit as specified in paragraph 2.1 of this Agreement, including the Show Rules, and such default is not cured within one (1) hour from the time of delivery of notice to Exhibitor in person or posting at Exhibitor's display, Management shall have the right to terminate this Agreement, which termination shall be effective immediately. Exhibitor shall immediately vacate the space and remove its display and property from the Expo Center. In the event that Exhibitor does not vacate and/or remove all of its property with due diligence and expeditiously, Management has the right to cause the immediate removal of Exhibitor and/or its property. Management has the further right to store Exhibitor's property and Exhibitor agrees to pay Management all costs of removal and storage, plus an additional (15%) of the cost of removal, storage and any other reasonable expense incurred by Management in effectuating the removal of Exhibitor and/or its property. Management shall not be liable to nor shall Exhibitor be entitled to any credit for unused space rental;

(d) With respect to any failure to act or act which is an act of "default" as defined in this Agreement and if any act of default cannot reasonably be cured within the time provided by this Agreement and if reasonable efforts to cure such default are commenced within said period of time and are pursued with due diligence to a conclusion, there shall be no right to terminate this Agreement except as provided in (c) above.

10.4 Termination. Either party shall have the right to terminate this Agreement by reason of the other party's default and such termination shall be effective fifteen (15) days following receipt of such notice by the defaulting party, except as otherwise provided in this Agreement.

10.5 Damages. Notwithstanding the termination of this Agreement by reason of default, the party not in default shall be entitled to maintain an action for damages for breach of contract.

10.6 Cumulative Remedies. In addition to the right of termination and the right to concurrently maintain an action for damages as set forth in this Agreement, the parties shall have available any other remedies available for breach of contract, whether at law or in equity, including the remedy of specific performance.

11. NOTICES.

11.1 Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective forty-eight (48) hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth beneath the party's signature, or such other addresses as the parties may indicate by written notice to each other.

12. INDEPENDENT PARTIES.

12.1 Independent Business Relationship. Management and Exhibitor acknowledge that their relationship is that of independent contracting parties and that this Agreement does not create a general agency, joint venture, partnership, employment relationship or any other relationship other than the relationship for the rental of exhibit space in the Show described herein. Exhibitor shall be solely responsible for its own employees, agents, and representatives and the fees for exhibit space as described in paragraph 1 have been based upon Exhibitor's representation and warranty to Management that Exhibitor has complied with all applicable Employer Liability Acts and has provided Worker's Compensation insurance coverage for all of its employees and subject workers. Exhibitor has no right or authority to assume or create any obligation of any kind, express or implied, on behalf of Management.

13. GOOD FAITH, COOPERATION AND DUE DILIGENCE.

13.1 Warranty. The parties hereto covenant, warrant, and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

14. GENERAL PROVISIONS.

14.1 Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

14.2 Attorney's Fees. In the event suit or action is brought or effort is required by either party under this Agreement to collect any sums due or to enforce any of its terms, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be determined by a trial or appellate courts. Either party shall also be entitled to reasonable attorney's fees for all collection efforts for sums due pursuant to this Agreement although no suit or action was filed to collect the amount due.

14.3 Legal Effect. This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns. Each party and their heirs, legal representatives, successors and assigns, expressly consents to the terms of this Agreement and agrees to execute all documents necessary to comply with the provisions hereof. This paragraph does not in any way change or modify the provision of this Agreement with respect to assignment.

14.4 Modification. No amendment to nor modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties who are then bound by the terms of this Agreement.

14.5 Assignment. Exhibitor shall not voluntarily, involuntarily or by operation of law, assign, transfer, mortgage or otherwise encumber, all or any part of Exhibitor's interest in this Agreement. Any such attempt at assignment, transfer, hypothecation or similar act without Management's written consent shall be null and void and of no force and effect whatsoever. Management may sell, assign, or transfer any or all of its rights, benefits, privileges, obligations or duties under this Agreement.

14.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same Agreement.

14.7 Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or waiver of the provision itself or any other provision.

14.8 Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction. The Recitals set forth at the beginning of this Agreement are contractual and shall be considered or referred to in resolving questions of interpretation or construction.

14.9 Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

14.10 No Third-Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement or to constitute such person a third-party beneficiary of this Agreement.

14.11 Entire Agreement. This Agreement constitutes the entire agreement between and among the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supercedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

14.12 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. FORCE MAJEURE: UNAVOIDABLE DELAY; EXPENSION OF TIME OR PERFORMANCE.

15.1 Force Majeure. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; labor disputes; riots; volcanoes; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; including but not limited to, litigation challenging the validity of this transaction or any element thereof; severe weather; inability to secure necessary labor, materials, or tools; delays of any contractor, subcontractor, or supplier; acts of the other party; acts or failure to act of the County or any other public or governmental agency or entity (other than acts or failure to act of the Exhibitor or the County shall not excuse performance by the Exhibitor); or any other cause beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of duration of the cause. Times of performance under this Agreement may also be extended for any reason in writing signed by the Exhibitor and the Management.

16. CHOICE OF LAW.

16.1 State of Oregon. This Agreement shall be construed under the laws of the State of Oregon.

17. FULL AUTHORITY.

17.1 Representations. Each of the parties and signatories to this Agreement represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder and no approval or consents of any other person are necessary in connection herewith.

**Please email completed contract to
Sharon Andrews at pmrvd@comcast.net**
