



**2005 Ducks Unlimited Great Outdoors Festival**  
 VIRGINIA MOTORSPORTS PARK • RICHMOND/PETERSBURG, VA • JUNE 17, 18 & 19, 2005

**EXHIBIT APPLICATION/AGREEMENT**

For Show Management Use	
Booth # _____	
Deposit _____	Balance _____
Amount _____	Amount _____
Check # _____	Check # _____
Date _____	Date _____
S.T.I. _____	

This is an offer by Exhibitor for exhibit space at the 2005 Ducks Unlimited Great Outdoors Festival (hereinafter referred to as "DUGOF") at the Virginia Motorsports Park, Petersburg/Richmond, VA on June 17, 18 & 19 (hereinafter referred to as the "Festival"). This offer is subject to acceptance by DUGOF. Such acceptance is at the sole discretion of DUGOF.

*Please TYPE or PRINT CLEARLY*

By submitting your fax number and email address, it is understood that you consent to receiving faxes and email from the Ducks Unlimited Great Outdoors Festival, its subsidiaries and affiliates.

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

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

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

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

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

Email: \_\_\_\_\_

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

**Exhibitor listing deadline is May 2nd, 2005. Contracts received after this date will not appear in The Duck Call Festival Directory.**

**Duck Call Information Guide:** (Please list information how you would like it to appear in Directory - **If you do not fill out the information below, we will use the information above:**  ← CHECK HERE TO USE INFORMATION ABOVE AND \_\_\_\_\_ **Initial**)

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

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

Website or Company e-mail: \_\_\_\_\_

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

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

RICHMOND/PETERSBURG, VA • 2005

RICHMOND/PETERSBURG, VA • 2005

Please indicate your booth choices:

Booth: \_\_\_\_\_

1st Choice: \_\_\_\_\_

2nd Choice: \_\_\_\_\_

3rd Choice: \_\_\_\_\_

If none of your choices are available show management will assign booth space.

SPACE RATES:	LOCATION	BOOTH SIZE	PRICE	#BOOTHS	TOTAL
	Exhibitor Village	10'x10'	\$ 900.00	_____ x	\$ 900.00 = _____
	Exhibitor Village – End Cap	10'x10'	\$ 1100.00	_____ x	\$ 1100.00 = _____
	Exhibitor Bulk Space	1200 sq. ft.	\$2000.00	_____ x	\$2000.00 = _____
	*Conservation Village	10'x10'	\$ 200.00	_____ x	\$ 200.00 = _____
	Extra Credentials	1 set	\$ 50.00	_____ x	\$ 50.00 = _____

1 set includes one 3-day entry pass & one 3-day parking pass.  
 \*Must submit a current copy of non-profit organization certificate with application.

**Payment Policy:**

- Paying by credit card:**
- 50% deposit due with signed contract
  - Balance will automatically be charged on April 16th, 2005. NO REMINDER WILL BE SENT.
- Paying by Check or Money Order:**
- 100% payment is required with signed contract

- Please Note:**
- All contracts received after April 16th, 2005 must be paid in full with a credit card.
  - Contracts received without payment will be returned unprocessed.
  - No booth locations will be assigned without 100% payment.

**Grand Total Amount** = \_\_\_\_\_

**50% Deposit** = \_\_\_\_\_

**Remaining Balance** = \_\_\_\_\_

**Sales Rep Int.** \_\_\_\_\_

**Select Payment:**

Check     Visa     MasterCard     Amex     Money Order

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

**Mail Contract and Payment to:** The Ducks Unlimited Great Outdoors Festival, 6420 Wilshire Blvd. 14th Fl., Attn: DUGOF, Los Angeles, CA 90048  
**Fax contract to:** (323) 782-2007, CREDIT CARDS ONLY (Visa, MasterCard, Amex)

**IMPORTANT:** Exhibitor's tendering of payment, or signature below, indicates acceptance of the terms listed on the front and back of this document, including but not limited to terms which concern liability and insurance. Tender of payment, or signature also acknowledges that you have read and understood the terms, and waive any objection to the terms or their formation and enforceability. Tender of payment, or signature also constitutes agreement to abide by any further rules and regulation which may be imposed by DUGOF at the Festival, including but not limited to, rules and regulations which do not appear on this document and are not attached hereto. DUGOF may reject any application.

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

**TERMS**

**Release and Waiver:** Neither Primedia Specialty Group, Inc., (referred to as "PRIMEDIA"), Primedia Inc., Ducks Unlimited, Inc., Ducks Unlimited Great Outdoors Festival show management, nor it's sponsors or agents; or the Festival grounds will be responsible or bear any liability for any claims for any injury, loss or damage from any cause whatsoever that may be suffered by any exhibitor, his employee or property. The exhibitor, upon execution of this contract, expressly releases the foregoing named publications, parties, individuals and employees from any and all claims for such loss, damage or injury. Any and all restrictions and/or levies enforced or imposed by the Festival grounds/city and/or state of the Festival must be observed by the exhibitor and PRIMEDIA, and The Ducks Unlimited Great Outdoors Festival. Its staff or participating cosponsors assume no responsibility or liability whatsoever in matters related to any such restrictions and/or levies imposed on any exhibitor. Ducks Unlimited, Inc. 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 an Event and/or exhibitor's, sponsor's and other Event participant's participation at an Event and that the exhibitor, sponsor or other Event participant agrees that it will indemnify, defend and save Ducks Unlimited, Inc. harmless from 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 Ducks Unlimited, Inc. or expended by Ducks Unlimited, Inc., including the payment of attorneys' fees, arising from an Event, the exhibitor's, sponsor's and other Event participant's participation at an Event.

**Insurance:** Exhibitors must obtain, maintain during the term of the respective event, turn in and carry an insurance policy with a Best's Rated "A" carrier including worker's compensation at statutory limits and commercial and general liability including products and completed operations, independent contractors, personal injury and blanket contractual liability insurance at limits or a minimum \$1,000,000 per occurrence, \$1,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation or material modification of coverage provision to the holder and supplied to and naming PRIMEDIA SPECIALTY GROUP, Inc., PRIMEDIA, Ducks Unlimited, Inc., and the Ducks Unlimited Great Outdoors Festival, as additional insureds. This certificate must be submitted to show management 45 days prior to opening day of the event. No exhibitor will be permitted on site without an acceptable certificate of insurance.

**SIGNATURE OF EXHIBITOR:**

**Cancellation Policy:** Cancellation notification made in writing to Show Management (PRIMEDIA) received by March 15, 2005 will entitle Exhibitor to a full refund. Cancellation notification received by April 16, 2005 will entitle Exhibitor to a 50% refund. No refunds will be made after April 16, 2005. If for any reason you are unable to attend the event you are responsible for full payment after April 16, 2005. If the exhibition is not held, exhibitor's payment will be refunded. Should the Festival be cancelled, postponed, or abandoned, damages and/or compensation by the exhibitor shall be returned and are limited to the amount already paid for the space for this specific event. Should the Festival be curtailed or abandoned in part, the limit of claim for damages and/or compensation by the exhibitor shall be returned in the prorated amount the exhibitor already paid for the space for the cancelled portion of the specific event. However, exhibitors will not be reimbursed if the Festival is cancelled, postponed, curtailed, or abandoned due to an act beyond the control of the Ducks Unlimited Great Outdoors Festival show management. All cancellations will be charged a \$75.00 administration fee. \_\_\_\_\_ **Initial**

**RULES AND REGULATIONS**

Under the terms set forth in this Agreement, Exhibitor agrees that all Exhibitor Parties shall comply with any further rules and regulations which may be imposed by Ducks Unlimited Great Outdoors Festival Parties at the Festival, including but not limited to, rules and regulations which do not appear on this document and/or attached hereto. In the event that performance of this contract becomes impossible, impracticable, imprudent or inadvisable due to Act of God, labor dispute, action or inaction by governmental authority, civil unrest, protest, threats, war, terrorism, or similar circumstances beyond the control of the non-performing party, then the parties shall be relieved of their duties under this contract and waive any claims for such nonperformance.

**1. Eligible Exhibits:** Exhibit booths are open to those companies and organizations who regularly provide products or services related to training, sporting and recreational activities in the outdoor sports industry. Ducks Unlimited Great Outdoors Festival reserves the right to refuse rental/lease or display space to any company whose display of goods or services is not likely to be, in the opinion of show management, compatible with the general character of and objectives of the Festival. This express reservation concerns, persons, items, printed matter, conduct, and all other things, which affect the character of The Ducks Unlimited Great Outdoors Festival.

**2. Contract for Space:** Deposit of applicant's check does not constitute contract acceptance. The application for space and the formal notice of assignment by Show Management and the payment of full rental fees constitute a contract for the right to use the space allotted only after it is accepted by Show Management. The Ducks Unlimited Great Outdoors Festival may, at its sole discretion, require an Exhibitor to move to a different exhibit space, up to and including the date of move-in. Reason for such a move may include, but are not limited to: safety concerns, improvement of access, ingress, or egress; accommodation of other exhibitor(s); or the consolidation of unused space. In the event of fire, strikes, rioting, civil disorders or then circumstances making it impracticable, in the sole discretion of Show Management, to operate the Festival, this contract shall become null and void.

**3. Restrictions on Use of Space:** No Exhibitor shall assign, sublet or share the whole of any part of the space assigned.

- a. No exhibit shall be allowed to project into the aisle beyond the assigned space, and exhibitors are not allowed to take contents of the booth out of the assigned space, including the distribution of literature or materials.
- b. All material or decoration used in the booth shall be approved by Ducks Unlimited Great Outdoors Festival management and/or flame-retarded. Exhibitors using flammable material must contact the Fire Department and be in compliance with existing fire codes.
- c. Exhibits which include the operation of audio/visual or lighting equipment, must be arranged so that the noise/light from said equipment will not annoy or disturb any contiguous or adjacent exhibitors or attendees.
- d. All exhibitors, their agents or employees, shall be responsible for any injury to or defacing of the ceiling, walls or floors of the building or the booths without express written consent of Ducks Unlimited Great Outdoors Festival show management.
- e. No fundraising activities will be allowed in the booths without express written consent of Ducks Unlimited Great Outdoors Festival show management.
- f. All drawings for prizes or giveaways must be registered and approved in advance by show management.
- g. No alcoholic beverages may be brought into the festival.
- h. No food or beverage may be sold without prior written approval from show management.
- i. No live animals may be exhibited or sold unless prior written permission is given by show management.

**4. Firearms Deactivation and Safety:** All firearm displays 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 into the Exhibit Hall. \_\_\_\_\_ **Initial**

**5. Booth Representatives:** Booth representatives shall be restricted to Exhibitor's employees and authorized representatives. Booth representatives shall wear wristband identification furnished by Show Management at all times. Show Management may limit the number of representatives at any time. All booths must be staffed by Exhibitor during all open show hours.

**6. Set-Up and Teardown Time:** Exhibitors must be set up by 6pm Thursday – No Exceptions. After 6pm. Thursday, booth may be sold to exhibitors on waiting list. No refunds. Booth must remain staffed and set up during show hours. No Exceptions. Teardown begins after festival close on Sunday. A penalty of \$100.00 will be charged to your account for non-compliance. \_\_\_\_\_ **Initial**

**7. Delivered Goods:** PRIMEDIA, Duck Unlimited, Inc., and The Ducks Unlimited Great Outdoors Festival assume no responsibility for goods delivered to the Festival Grounds or for material left in the building or on the grounds after closing hours. Exhibitors wishing to insure display materials or components thereof, including merchandise, must do so at their own expense.

**8. Security:** Roaming security is provided by show management.

**9. Copyrights and Trademarks:** Certain proprietary names and service marks may not be used or reproduced in any manner on any merchandise, souvenir, credentials, tickets, other items or apparel by anyone other than Primedia Specialty Group, Inc., Ducks Unlimited, Inc., and The Ducks Unlimited Great Outdoors Festival. Exclusive rights on the following words or phrase pertaining to the event are the sole property of PRIMEDIA and Ducks Unlimited, Inc.: The Ducks Unlimited Great Outdoors Festival, PRIMEDIA, Ducks Unlimited, Inc., Ducks Unlimited Great Outdoors Festival logo, Ducks Unlimited duck head logo.

**10. Sound Level:** Exhibitors which produce or amplify sound must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent Exhibitors or their venues. Show management reserves the right to determine the acceptable level of sound in all such instances.

**11. Photography and Video:** Ducks Unlimited Great Outdoors Festival will be taking photographs and video at the festival. Such photographs will be the property of Ducks Unlimited Great Outdoors Festival. Exhibitor parties consent to the taking of such photographs and video and the publication and sale and/or license of such photographs.

**12. 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 rental fee. Four (4) three-day festival exhibitor credentials, and two (2) three-day festival exhibitor parking passes are also included. Additional credentials may be purchased. Conservation spaces will receive one (1) 10'x10' tent, one table and two chairs included in their rates.

**13. Entire Agreement:** This Agreement 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 New York. "PRIMEDIA may terminate this agreement for convenience at any time upon providing exhibitor thirty (30) days prior written notice."

**IMPORTANT:** A signed contract, full payment, and insurance certificate must be received by Primedia Specialty Group prior to Festival set up. Exhibitor/Sponsor will not be allowed to enter the grounds and begin to set up, nor receive credentials/parking passes, etc. until signed contract and full payment are received. No exceptions will be made.

Read and understood and signed this \_\_\_\_\_ day of \_\_\_\_\_ 2005

Print Name \_\_\_\_\_ Title \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_