

Exhibitor Agreement



This is an offer by Exhibitor for exhibit space at the 2008 Great Outdoors Festival (hereinafter referred to as "GOF") at the EAA Convention Grounds on August 22, 23 & 24 (hereinafter referred to as the "Festival"). This offer is subject to acceptance by GOF. Such acceptance is at the sole discretion of GOF.

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 Great Outdoors Festival, its subsidiaries and affiliates.

Company Name: _____

Mailing Address (No P.O. Boxes): _____

City, State, Zip Code: _____

Phone: () _____ **Fax: ()** _____

Contact Person: _____ **Phone: ()** _____ **Cell: ()** _____

Email or company email _____

Products/Services _____

Exhibitor listing deadline is July 7th, 2008. Contracts received after this date will not appear in the Festival Directory.

The Festival Directory: (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 ___ **initial**

Address: _____

City, State, Zip Code: _____

Website: _____

Phone: () _____ **Fax: ()** _____

Sign on Booth should read (Please Print): _____

*note: sign might not be available if booth is purchased close to the Festival opening.

SPACE RATES: Each 10x10 booth includes four credentials and two parking passes.

Note: Booth space does not include tables, chairs, electricity and phone lines.

LOCATION	BOOTH SIZE	PRICE	#	BOOTHS	TOTAL
Exhibitor Village	10'x10'	\$ 900.00	x	_____	= \$ _____
Exhibitor Village – End Cap	10'x10'	\$ 1100.00	x	_____	= \$ _____
Exhibitor Bulk Space	1200 sq. ft.	\$2250.00	x	_____	= \$ _____
Extra Credentials 1 set		\$35.00	x	_____	= \$ _____

Please indicate your booth choices:
Booth: _____
1st Choice: _____
2nd Choice: _____
3rd Choice: _____
 (Your booth selection is not guaranteed) If none of your choices are available show management will assign booth space

*Please initial that you have read the INSURANCE REQUIREMENTS listed on the second page ___ **initial**

Payment Policy

Select Payment: Check Visa MasterCard Amex Money Order

Credit card #: _____ Name on card: _____

Expiration date: _____ Signature: _____

Mail Complete Contract and Payment to: The Great Outdoors Festival, 6420 Wilshire Blvd. 14th Fl. Los Angeles, CA 90048

Fax contract to: (323) 297-0035, CREDIT CARDS ONLY (Visa, MasterCard, Amex)

Paying by credit card:

- 50% deposit due with signed contract
- Balance will automatically be charged on June 11th, 2008. NO REMINDER WILL BE SENT.

Paying by Check or Money Order:

- 100% payment is required with signed contract

Please Note:

- All contracts received after June 11th, 2008 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. _____

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 GOF at the Festival, including but not limited to, rules and regulations which do not appear on this document and are not attached hereto. GOF may reject any application.

Exhibitor's Signature: _____ **Title:** _____ **Date:** _____

TERMS

Release and Waiver: Neither InterMedia Outdoors, Inc., (referred to as "InterMedia"), the Great Outdoors Festival show management, nor its 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 InterMedia, and the 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.

Assignment of Rights: This contract is assignable by InterMedia at its sole discretion. No consent is required provided the contract is assigned together with the event as a whole including but not limited to the goodwill associated therewith.

Insurance: All vendors must carry insurance policies with carriers that have a Best rating of "A" or better. You must provide Workers' Compensation adequate to comply with all applicable statutory, regulatory and other legal requirements including Employer's Liability Insurance with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limits, covering all persons (including independent contractors) and Commercial General Liability coverage including products and completed operations, independent contractors, personal injury and contractual liability coverage with limits of \$2,000,000 per occurrence, \$2,000,000 aggregate. This coverage must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the certificate holder. The following entities must be shown as certificate holder and named as additional insured: 1. InterMedia Outdoors, Inc. 2. Great Outdoors Festival. 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 (InterMedia) received by May 11, 2008 will entitle Exhibitor to a full refund. Cancellation notification received by June 12, 2008 will entitle Exhibitor to a 50% refund. No refunds will be made after June 11, 2008. If for any reason you are unable to attend the event you are responsible for full payment after June 11, 2008. 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 Great Outdoors Festival show management. All cancellations will be charged a \$75.00 administration fee. InterMedia shall not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder as a result of any strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control (collectively, a "Force Majeure"). In the event InterMedia is unable to fulfill its duties or obligations under this Agreement, in whole or part, as a result of a Force Majeure, InterMedia shall be relieved of any obligations and shall have no liability under this Agreement resulting from its failure to perform or failure to timely perform its duties or obligations under this Agreement as a result of a Force Majeure. Due to the ongoing costs associated with planning, organizing, and conducting the show, in the event of a cancellation by InterMedia Outdoors of all or a portion of the show due to a Force Majeure, no cash refunds will be provided, however, InterMedia Outdoors may, upon request (and on a case by case basis), give credit towards space at a future show. _____ **Initial**

RULES AND REGULATIONS

In addition to 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 the 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. The 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 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 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 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 Great Outdoors Festival show management.
 - e. No fundraising activities will be allowed in the booths without express written consent of 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.

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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 7pm Thursday – **No Exceptions**. After 7pm 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: InterMedia and the 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 InterMedia Outdoors, Inc. and the Great Outdoors Festival. Exclusive rights on the following words or phrase pertaining to the event are the sole property of InterMedia and The Great Outdoors Festival, GOF, and InterMedia Outdoors.
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: The Great Outdoors Festival will be taking photographs and video at the festival. Such photographs will be the property of 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. "InterMedia 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 InterMedia Outdoors, Inc. prior to Festival set up. Exhibitor/Sponsor will not be allowed to enter the grounds and begin to setup, nor receive credentials/parking passes, etc. until signed contract and full payment is received. No exceptions will be made.

Read and understood and signed this _____ day of _____ 2008

Print Name: _____ Title: _____

SIGNATURE _____

Signature of Exhibitor