



173d Airborne Brigade Association



CONTRACT FOR EXHIBIT SPACE

| | | | | |
|---|--|-----------------------|--|---------------|
| Firm/Organization: | | | Date: | |
| Contact Name: | | Email Address: | | |
| Telephone No.: | | Fax No: | | |
| Address: | | City: | | State: |
| | | | | Zip: |
| Dates Requested : <input type="checkbox"/> Wed May 17 <input type="checkbox"/> Thur May 18 <input type="checkbox"/> Fri May 19 <input type="checkbox"/> Sat May 20 | | | Number of Exhibit Spaces Requested: | |
| Exhibitor Type (Check One): <input type="checkbox"/> Free: Veterans Groups (501c19) and Government & Non-Profit Entities (Non-Sales) <input type="checkbox"/> \$200 : 173d ABA Chapters/173d ABA Members and Charitable Organization (501c3) (Revenue Producing) <input type="checkbox"/> \$300: Commercial Vendors Marketing (Sales/Profit) | | | | |
| Describe the nature of the products, services, and/or information you wish to exhibit. (At no time will products that 173d ABA Chapter 18 deems inappropriate be allowed to be displayed or sold.): | | | | |

| Vendor Type | Number | Rental Fee | Total |
|--|--------|------------|-------|
| Veterans Groups and Govt & Non-profit Entities | | | |
| 173d ABA Chapters/Members & Charitable Organizations | | | |
| Commercial Vendors | | | |
| Additional Tables (First Table Included) | | | |
| Additional Chairs (First Two Chairs Included) | | | |
| Late Fee after May 1, 2017 (\$100 per Table) | | | |
| Total Rental Fees | | | |

- Check enclosed (Payable to 173d Airborne Brigade Association)
- Money order enclosed (Payable to 173d Airborne Brigade Association)
- Online Payment: PayPal (MasterCard-Visa- Discover-American Express)

Online Payments can be made at: <http://skysoldier.net/Vendor-Room-Information>

Make all checks payable to 173d Airborne Brigade Association and mail to:

173d Airborne Brigade Association
 C/O Jerry L Cooper CPA, Assistant Treasurer
 4004 Sheffield Avenue
 Muskogee, OK 74403-8557

If the number of spaces you have requested cannot be confirmed, you will be notified by email or letter and the appropriate refund will be forwarded to you.

Please review the following terms and conditions and then sign the following agreement. These terms are printed on the next two pages, and are a formal part of this agreement.



173d Airborne Brigade Association



May 17- 21, 2017 Oklahoma City, Oklahoma
Hosted by Oklahoma Chapter 18
Conference HQ: Sheraton Oklahoma City Downtown Hotel

EXHIBITOR AGREEMENT

1. Contract.

This application for exhibit space constitutes a valid and binding contract when (a) the applicant (Exhibitor) executes it and pays 173d Airborne Brigade Association (173d ABA), Oklahoma Chapter 18 (173d ABA Chapter 18) in advance for exhibit space as set forth in the attached rate schedule, and (b) 173d ABA Chapter 18 provides the Exhibitor with written acceptance of the application and notification that 173d ABA Chapter 18 has reserved space(s) for the Exhibitor at the 173d Airborne Brigade Association's 2017 Annual Reunion.

2. Exhibit Space Reserved.

173d ABA Chapter 18's reservation of space for the Exhibitor at the 173d ABA 2017 Annual Reunion shall constitute acceptance of Exhibitor's application for exhibit space. The Exhibitor shall not, absent written authorization from 173d ABA Chapter 18, (a) sublet, license, assign the exhibit space to another organization or individual, or (b) permit another organization or individual to use the exhibit space.

3. Product Restrictions.

- a. The Exhibitor agree not to display or sell any items that 173d ABA Chapter 18 deems inappropriate. 173d ABA Chapter 18 will ask an Exhibitor who violates this restriction to remove the inappropriate item(s). If further violations occur, 173d ABA Chapter 18 will not allow further sales by the Exhibitor and will tell the Exhibitor to remove the exhibit immediately. The fees will not be refunded.
- b. Exhibitors agree not to sell product with graphics, text, words or words to the effect 173d Airborne Brigade Association (or 173d ABA) 2017 Annual Reunion in Oklahoma City, Oklahoma (OK) without authorization (licenses) from 173d ABA Chapter 18. Exhibitors who violate this restriction will be asked to remove the non-licensed products from the Sheraton Downtown Oklahoma City Hotel. All funds collected from sales of non-licensed products *shall* be forfeited and shall become the property of 173d ABA Chapter 18. If further violations occur, 173d ABA Chapter 18 will not allow further sales by the Exhibitor and will tell the Exhibitor to remove the exhibit immediately. The fees will not be refunded.

4. Nature of Exhibits.

Exhibits are limited to those detailed on the attached application form. The Exhibitor agrees not to display, sell, market and/or distribute items that 173d ABA Chapter 18 considers to be abusive, obscene, or otherwise offensive, or contradictory to the goals, principles, or official positions of the 173d Airborne Brigade Association, whether or not indicated on the application form.

5. Exhibits and Public Policy.

While participating as an Exhibitor at the 173d ABA 2017 Annual Reunion. The Exhibitor is accountable for knowledge of all local pertinent laws, ordinance and regulations pertaining to health, fire prevention, public safety, city/state business fees, and sales/use taxes. Compliance with such laws is the sole responsibility of the Exhibitor. 173d ABA Chapter 18 and service contractors are not responsible for compliance with legal requirements concerning an Exhibitor's space, materials, and operation. If the Exhibitor has questions regarding laws, ordinances, and regulations related to exhibiting and selling in the city of Oklahoma City, Oklahoma, the Exhibitor should contact the appropriate *city, county, or state agencies.*

6. Exhibits and Hotel Policy.

The Exhibitor agrees to protect, save and hold Sheraton Downtown Oklahoma City Hotel, 173d ABA Chapter 18, and all their agents and employees (hereafter collectively called Indemnities) forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Exhibitor



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or those holding under the Exhibitor. Exhibitor shall at all times protect, defend, indemnify, save and hold harmless the Indemnities against any losses, costs, damages, liability or expenses (including attorney's fees) arising from or by reason of any accident or bodily injury, or other occurrence, to any person(s), including Exhibitor, its agent, employees and business invites, which arise from or out of the exhibit premises, or hotel related.

7. Security and Insurance.

The Exhibitor understands and agrees that all the Exhibitor's property is under his/her custody and control, whether in transit to, within, or from the confines of the Sheraton Downtown Oklahoma City Hotel and is subject to the rules and regulations of the exhibit area, the 173d ABA 2017 Annual Reunion. The Exhibitor may wish to consider carrying appropriate insurance to cover the Exhibitor's property against damage and loss, and public liability insurance against injury to an individual and the property of others. The Exhibitor shall take all precautions to see that the Exhibitor's materials, products, and equipment are secured at all times.

8. Losses and Damage.

The Exhibitor agrees that 173d ABA Chapter 18 is not liable for any damage loss or liability of any kind, or for any damage or injury to person or property during the term of this agreement from any cause whatsoever by reason of use, occupation, and enjoyment of exhibit space by the Exhibitor or any other person. The Exhibitor will defend, indemnify, and hold harmless 173d ABA Chapter 18 from any liability on account of any such damage, or injury, whether or not caused by negligence of or breach of an obligation by an Exhibitor or its employees or representatives.

9. Demonstrations.

No demonstrations or solicitations shall be permitted outside of Exhibitor's assigned space. The Exhibitor may not place signs or placards anywhere, or on anyone, outside of Exhibitor's assigned exhibit space, without 173d ABA Chapter 18's written approval.

10. Management.

The Exhibitor agrees (a) that the rules, and regulations of 173d ABA 2017 Annual Reunion management are made a part of this contract; (b) that the Exhibitor is bound by the above rules and regulation; (c) that 173d ABA 2017 Annual Reunion management has full power to interpret, amend, and enforce the above rules and regulations; and (d) that, for purposes of this Agreement, 173d ABA Chapter 18 "authorization " or 173d ABA Chapter 18 "approval" means authorization or approval by the 173d ABA 2017 Annual Reunion management.

11. Acceptance.

As an Exhibitor at the 173d ABA 2017 Annual Reunion, I agree to abide by all rules and regulations governing the exhibit area and the 173d ABA 2017 Annual Reunion. Acceptance of this application by 173d ABA Chapter 18 and notification that 173d ABA Chapter 18 has reserved space(s) for the Exhibitor at the 173d ABA 2017 Annual Reunion constitutes a contract between the Exhibitor and SFA88 for exhibit space at the 173d ABA 2017 Annual Reunion.

Signature of Exhibitor: _____ **Date:** _____

Signature of 173d ABA Chapter 18: _____ **Date:** _____