Dayton Hamvention® Inside Exhibitor Contract 2016

Dayton Hara Arena: May 20th, 21th, 22nd

DHEI Form 02

THIS AGREEMENT made by and between Dayton Amateur Radio Association, Inc. *dba:* Dayton Hamvention®

and <exhibitor's name> _____ · Exhibitor and Dayton Hamvention® agree to the following:

1. Booth space:

a. That in consideration of $, Dayton Hamvention® will provide and assign to the Inside Exhibitor a display area of booth spaces. Each booth space will be equipped with one eight-foot table, two chairs, and 200 watts of 115 volt 60 hertz electrical service.

2. Special services:

a. Any other services or fixtures, unless stated in paragraph one, may be contracted for, by, and solely between the Inside Exhibitor and Dayton Hara Arena Complex or any other contractor and at all times shall remain subject to approval by Dayton Hamvention®. All outside contractors must have Dayton Hamvention® approval.

3. Term of agreement:

a. That this Agreement will govern the conduct of the parties from Wednesday, May 18, 2016, at 8:00 a.m. until Sunday, May 22, 2016, at 10:00 p.m. EDT except in the event of any cancellation or termination of Dayton Hamvention®, at which time this Agreement will end upon the Inside Exhibitor's exit from Dayton Hara Arena Complex. Any exception must have written approval of Dayton Hamvention®. Both parties waive any claims for damages or compensation as a result of this cancellation or termination. Ohio Law shall govern this Agreement.

4. Exhibits:

a. That the Dayton Hamvention® site at the Dayton Hara Arena Complex shall be available for the installation of displays on Thursday, May 19, 2016, from 8:00 a.m. until 9:00 p.m. and on Friday, May 20, 2016 from 7:00 a.m. until 8:30 a.m.

b. That the Dayton Hamvention® site at Dayton Hara Arena Complex shall be available for the dismantle of displays on Sunday, May 22, 2016, from the time the displays close until 10:00 p.m. Display materials and Exhibits must be removed from the Dayton Hamvention® site by Sunday, May 22, 2016, 10:00 pm, *unless written arrangements are made with Dayton Hamvention®.*

5. **Dayton Hamvention® activities:**

a. That the Inside Exhibitor shall be solely and completely responsible for the installation and dismantle of his exhibit, and for the operation of his assigned display area, including the sale of goods, compliance with all applicable safety, licensing and/or tax or other regulations and shall hold the Dayton Amateur Radio Association, Inc., and Dayton Hamvention® its members, agents, and servants harmless from all liability which may result either directly or indirectly from exhibit activities. All exhibit activities shall comply with the Rules and Regulations imposed upon Dayton Hamvention® by reason of its master agreement with the Dayton Hara Arena Complex. At our sole discretion, Dayton Hamvention® reserves the right to remove from the Dayton Hara Arena Complex any Inside Exhibitor found not to be consistent with the amateur radio/electronics hobbyist nature of the show or of any Inside Exhibitor who fails to comply with the conditions of this Agreement.

b. The Inside Exhibitor shall not display for sale or demonstrate weapons of any type or criminal tools; cannot sell any stun guns, guns of any type, lock picks or anything else that is not radio related at the discretion of the General Chairman or the Assistant General Chairman.

6. Security Service:

a. That Dayton Hamvention® will provide security service in or about the Inside Exhibit Area on Thursday, May 19, 2016, commencing at 8:00 a.m., and continuing until the Inside Exhibit Area is cleared of spectators on Sunday, May 22, 2016. **Dayton Hamvention®, Dayton Hara Arena, and/or their contractors do not guarantee the security of the Inside Exhibit Area or personal property and specifically disclaims responsibility for losses of merchandise.**

7. Hold harmless:

a. The Inside Exhibitor shall hold harmless/indemnify Dayton Hamvention®, its agents, representatives, officers, directors and Dayton Hara Arena Complex from all liability, loss, claims, suits and/or judgments arising from the Inside Exhibitor's negligent or intentional wrongful acts or omissions. The Inside Exhibitor agrees to carry and pay all premiums when due for an all perils policy of insurance from an insurer acceptable to Dayton Hamvention® with policy limits not less than Five Hundred Thousand Dollars ($500,000.00) per person and One Million Dollars ($1,000,000.00) per occurrence. Dayton Hamvention® shall be named as Additional Insured and the Inside Exhibitor shall supply a Certificate of Insurance. Dayton Hamvention® disclaims responsibility for injury to persons.

8. Limitation of liabilities:

a. Under no circumstances shall Dayton Hamvention® or any affiliated entity have any liability whatsoever for incidental or consequential loss or damages such as, without limitation, lost profit or revenue, loss of use, increased costs or expense, claims resulting from agreements of the Inside Exhibitor and third parties. The Inside Exhibitor, at all times, remains solely liable for penalties, liquidated damages, indemnification of Dayton Hamvention® and others.

9. Acts of God:

a. Dayton Hamvention® shall not be liable for delay or nonperformance attributable to war, fire, flood, act of God, acts of third parties, terrorism, acts of governmental authorities, accidents, work stoppage, riot, and disobedience, equipment breakdown or other measures beyond our reasonable control. No requests for refunds will be honored after February 14, 2016.

10. Exhibitor responsibility:

a. That the Inside Exhibitor shall assure adequate manning of his booth space at least thirty minutes prior to each day's opening of the display area to Dayton Hamvention® attendees. Lost ID badges will be replaced for a fee; parking passes will not be replaced. Assignment of this agreement and subletting or sharing of a display area without the written permission of Dayton Hamvention® is prohibited.

Signature of the Inside Exhibitor _____ date _____

----------Dayton Hamvention® Confirmation (Do not mark below this line)----------

Accepted for Dayton Amateur Radio Association, Inc. *dba:* Dayton Hamvention® this _____ day of _____