Dayton Hamvention® Inside Exhibitor Contract 2027

Greene County Fairground & Exhibition Center: May 21st, 22nd, 23rd

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. In consideration of payment in full, Dayton Hamvention® will provide and assign to the Inside Exhibitor a display area of booth space(s). Each booth space will be equipped with one eight-foot table, two chairs, and 600 watts of 120 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 Greene County Fairground and Exposition Center or any other contractor. All outside contractors must be pre - approved by Dayton Hamvention.
3. **Conduct of Parties:**
   a. This Agreement will govern the conduct of the parties from Wednesday, May 19, 2027, at 8:00 AM. EDT until Sunday, May 23, 2026, at 10:00 PM. EDT except in the event of any cancellation or termination of Dayton Hamvention. This Agreement will end upon the Inside Exhibitor's final exit from Greene County Fairground . Any exception must have written approval of Dayton Hamvention Inside Exhibits Chairperson. 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. The Dayton Hamvention® site at the Greene County Fairground & Exposition Center shall be available for the installation of displays on Wednesday, May 19, 2027, from 8:00 a.m. Until 5:00 p.m. EDT, Thursday, May 20, 2027, from 8:00 AM until 8:00 PM and on Friday, May 20, 2027, from 7:00 AM. until 8:30 AM.
   b. The Dayton Hamvention site at Greene County Fairground & Exposition Center shall be available for the dismantle of displays on Sunday, May 23, 2027, from the time the displays close and guests are verified clear (approximately 1:30 PM) until 10:00 PM. Display materials and Exhibits must be removed from the Dayton Hamvention site by Sunday, May 23, 2027 , 10:00 PM, *unless prior written arrangements are made with Dayton Hamvention.*
   c. **No requests for refunds will be honored after March 1, 2027**.
5. **Dayton Hamvention® activities:**
   a. The Inside Exhibitor shall be solely and completely responsible for the installation and dismantle and cleanup of their exhibit, and for the operation of their 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 Greene County Fairground & Exposition Center. At our sole discretion, Dayton Hamvention reserves the right to remove from the Greene County Fairground & Exposition Center 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 or criminal tools of any type. This includes, but is not limited to guns, stun guns, lock picks, ammunition, etc.
   c. Vendors are prohibited from selling any counterfeit merchandise.
6. **Security Service:**
   a. Dayton Hamvention will provide security services in or about the Inside Exhibit Area on Thursday, May 20, 2027, commencing at approximately 8:00 AM, and continuing until the Inside Exhibit Area is cleared of spectators on Sunday, May 23, 2027. **Dayton Hamvention, Greene County Fairground & Exposition Center, 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 Greene County Fairground & Exhibition Center 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. **Personality Release:**
   a. By participating in any Hamvention or the Dayton Amateur Radio Association (DARA) event, you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by the Dayton Hamvention and DARA and its affiliates and representatives.
   b. Images, photos and/or videos may be used to promote similar Hamvention and DARA events in the future and highlight the event and exhibit the capabilities of Hamvention and DARA. You release Hamvention and DARA, its officers and volunteers, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings. By entering the event premises or any associated event, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by Hamvention, DARA or the person or entity designated to do so by Hamvention and DARA.
9. **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.
10. **Acts of God:**
   a. Dayton Hamvention shall not be liable for delay or nonperformance attributable to war, fire, flood, weather, acts 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.
11. **Exhibitor responsibility:**
   a. 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 is prohibited without the written permission of Dayton Hamvention Inside Exhibits Chairperson.**
   b. Inside Exhibitors are required to man their booths during the open hours of the show. Any vendor who leaves the show before the official closing of the show may forfeit their right to occupy their booth(s) in the following year.
12. **Use of Remote-Controlled Aircraft:**
   a. That the Inside Exhibitor, for the, duration of the Dayton Hamvention®, shall not fly or participate in the action of flying any type of remote-controlled aircraft, anywhere in any building or in the airspace above the Greene County Fairgrounds Complex, as this area is considered to be a" No Fly Zone", for any type of commercial or amateur Unmanned Aerial Vehicle (UAV). This includes, but is not limited to helicopters, fixed wing aircraft, drones or any other type of UAV.
   With the recent popularity of these devices and the potential of crashes due to loss of control, the welfare and privacy of our visitors and vehicles demands that we prohibit the flying of them anywhere above the entire Greene County Fairgrounds Complex, without the written consent of the Dayton Hamvention® General Chairman or Assistant General Chair. The Greene County Fairgrounds Complex includes the areas of the Flea Market, ADA parking area, overnight camping area, the main parking lot extending East from the Greene County Fairgrounds Complex, as well as anywhere inside or above any of the Greene County Fairground structures themselves. Inclusive is any demonstration or short duration flight, by any potential buyers or sellers. Violators risk potential expulsion from the Hamvention® event.
13. **COVID-19**
   a. The Inside Exhibitor acknowledges that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By attending Hamvention®, the exhibitor voluntarily assumes all risks related to exposure to COVID-19 and covenant not to sue and agree not to hold the Dayton Amateur Radio Association, Hamvention®, American Radio Relay League, Greene County Fairgrounds and Expo Center or any of their directors, officers, employees, contractors, vendors or volunteers liable for any illness or injury. While the Dayton Amateur Radio Association implements preventative measures to reduce the spread of COVID-19 in accordance with Federal, State and Local guidelines, we cannot guarantee that exhibitors will not become infected with COVID-19 as a result of attendance.

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 _____