



2019 *Southern* TOW EXPO & *Beach Bash*

August 9th - 10th, 2019 | Orange Beach Event Center, Orange Beach, AL

Southern Tow Expo & Beach Bash Exhibition Agreement

This agreement ("Agreement") is entered into as of the registration date ("Effective Date") by and between Over the Mountain Media ("Promoter"), having a mailing address of 2007 Old Montgomery Hwy, Suite B, Birmingham, Alabama 35244, and the following exhibitor ("Exhibitor"):

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ e-mail: _____

Primary Contact: _____

Description of Products or Services: _____

In consideration of the covenants, promises, terms and conditions set forth herein below, the parties agree as follows:

1. The Promoter hereby leases to the Exhibitor display space for the 2019 Southern Tow Expo & Beach Bash to be held _____ to _____ to be held in the Orange Beach Convention Center located at 4671 Wharf Parkway West, Orange Beach, AL 36561 by the Promoter. The Exhibitor hereby agrees to lease from the Promoter that designated area described as follows:
2. The Exhibitor agrees to lease from the Promoter the described space for the rate shown on the attached cost schedule. The prescribed payment for the area leased herein by the Exhibitor shall be paid to the Promoter by business check, cashier's check, credit or money order. Booth space shall be held for a period of ____ from receipt of this signed agreement. If payment has not been received by the end of that time-period the space will be released at Promoter's sole discretion and Exhibitor will forfeit any rights to use of that space without any liability to the Promoter and the Exhibitor does hereby waive and relinquish any right or claim against the Promoter for any termination of those rights. Payment is non-refundable and receipt of payment constitutes a binding contract.

Payment

_____ Make checks Payable to Over the Mountain Media
Or bill my ___ VISA ___ MC ___ American Express
Card # _____ Exp. Date: _____ CIV: _____
Name on Card: _____

3. Assignment or subletting of any booth or any part of a booth, or use by a non-exhibitor, is prohibited. If the Promoter deems an Exhibitor is violating this, the Exhibitor will be given an opportunity to correct the situation. If the Exhibitor does not do so in the timeframe provided by the Promoter, the Exhibitor will be asked to leave and forfeit his right to the space and all monies paid as part of his attendance at the show.
4. All exhibitors must comply with all municipal, county and state ordinances while exhibiting at the Southern Tow Expo & Beach Bash.
5. Exhibitors are required to carry their own insurance including but not limited to Worker's Compensation, Personal Injury Liability and Property Damage. Signing of this exhibit contract serves as a waiver to any claim against the Promoter, their respective companies, any officers, directors, members, or agents. The Exhibitor shall furnish a certificate of liability insurance to the Promoter prior to entry upon the exhibition premises.
6. All Exhibitor booths must be controlled by an authorized representative of the Exhibitor throughout the show's exhibit hours.
7. By execution of this agreement, the Exhibitor hereby acknowledges receipt of a copy of the Guidelines for Display Rules and Regulations (which may contain additional rules and regulations not contained within this contract) and acknowledges that the rules and regulations contained therein are hereby incorporated by reference into this contract.
8. The Southern Tow Expo & Beach Bash is a closed tradeshow created for the towing and recovery and related industries. The Promoter reserves the right to judge the suitability of all exhibits, and has the right to make or request changes they deem necessary for the good of the show. The Promoter may refuse to rent exhibit space to any company whose display of goods and/or services are not compatible with the general character and objective of the show as determined by the Promoter.
9. Exhibitors must confine exhibits and all sales activities within their rented space. NO exhibits will be permitted that interfere with other booths or block any aisles. No tents inside. All exhibit areas will be kept clean and in an orderly fashion at all times. The Exhibitor shall not use broadcasting equipment to create noises, music or promotional broadcasts which extend beyond the leased area. The Promoter reserves the right to require that the Exhibitor remove any items which extend beyond the confines of the exhibit space or any broadcast equipment that violates this provision from the area or terminate the rights to remain on the premises at that time if the Exhibitor refuses to remove those items as requested or cease the offending activity.

10. Exhibitors may distribute advertising material only from their booth space or other designated area approved by the Promoter. Exhibitor shall make no solicitations to persons at the exhibition outside of their leased area.
11. All structures, electric power, loading and unloading of vehicles, freight, etc. shall be scheduled through the Southern Tow Expo & Beach Bash's designated contractors unless prior written permission is obtained from the Promoter.
12. Neither Exhibitor nor his agents shall sell, offer for sale, dispense or give away any food, drink, tobacco, or any other article or service at their booth, on the tradeshow floor or in the convention center or host hotel. Neither shall Exhibitor or his agents bring food or beverages or other products for consumption into the convention area. All food or drink consumed by the Exhibitor or his agents while on the convention floor shall be purchased from designated vendors as approved by the Promoter. Exhibitors shall not bring cooler on the premises and Promoter reserves the right to require the Exhibitor to remove such items at any time.
13. Any exhibitor nor his agent shall injure or mar, or in any manner deface the Premises, and shall not cause or permit anything to be done whereby the Premises shall be in any manner injured or marred or defaced. Nor shall exhibitor drive or permit to be driven, any nails, hooks, tacks, screws or bolts in any part of the Premises, nor shall exhibitor make or allow to be made any alteration of any kind therein or thereon, nor tape any adhesive tape or stickers at any location therein. Exhibitors shall not sell, dispense or give away or permit the sale, dispensing or giving away of gas filled balloons or adhesive stickers in the leased premises or in any of the halls, passageways or approaches thereto. If the Premises, or any portion of the Convention Center or grounds, during the term of this Agreement shall be damaged by the act, default or negligence of exhibitor, or by exhibitor's agents, employees, or any other persons admitted to the Premises by said exhibitor. The exhibitor will pay upon demand, such sum as shall be necessary to restore the Premises to their original condition, ordinary wear and use accepted.
14. Exhibitor will be responsible for setting up, dismantling and thoroughly cleaning their display area. The Exhibitor shall have all vehicles and equipment placed within the leased area prior to 1 hour in advance of the trade show opening. The Promoter reserves the right to bar placement of any equipment or vehicles after that time. It will be in the sole discretion of the Promoter to allow any additional equipment or vehicles within their leased area beyond that date and time. Should the Exhibitor fail to place any equipment or vehicles within their leased area and the Promoter determines that placement of any vehicles or equipment will not be permitted after the designated time for any reason, the Promoter has the right to declare the fee paid by the Exhibitor to be forfeited and the Exhibitor hereby acknowledges and waives any right or claim to that fee.
15. The Exhibitor shall provide to the Promoter, at least 30 days in advance of the shows scheduled opening, a complete list of all vehicles and equipment which will be placed within the leased area at the show site. Failure by the Exhibitor to provide this list will be considered a material default under this contract and will release the Promoter from any

further liability or responsibility to the Exhibitor for the use of that leased space. Failure to comply with the delivery of a complete list of equipment and vehicles as required herein, will automatically forfeit in full all funds paid by the Exhibitor to the Promoter. The list of equipment and vehicles must be such as to describe make, model and any other additional information that may be required to determine the classification of that equipment or vehicle. Classification will be made by the Promoter and Promoter will provide Exhibitor with a sticker designating the specific piece of equipment or vehicle that is authorized to be placed in the leased area under this agreement. The Exhibitor hereby acknowledges that he must place the designated sticker only on the specific item of equipment or vehicle for which it was designated. Equipment or vehicles which are brought to the exhibition site without the proper sticker or which display a sticker not designated for that specific equipment or vehicle will not be allowed to be placed upon the premises. The Promoter reserves the right to bar any equipment or vehicles which are not listed on the equipment and vehicle listed required herein, either because it is not listed or the equipment or vehicle does not match the classification as shown.

16. Exhibitors will not be permitted to remove any of their equipment from the exhibit area during show hours. Exhibitor agrees not to dismantle his/her exhibit prior to the designated trade show closing. All property and material must be removed within 4 hours of the designated trade show closing.
17. Exhibitors will not do, or knowingly allow to be done, anything on the Premises during the term of this Agreement that violates any local, municipal, state or federal law. Exhibitor or any person employed or admitted to the Premises by said Exhibitors, in violation will immediately desist from and correct such violations.
18. The Southern Tow Expo & Beach Bash is a family event. Exhibitors shall respect that children will be in attendance and make sure their booth, its contents, and all employees behave in a manner befitting the presence of children.
19. Exhibitor shall not do nor permit to be done anything in or upon any portion of the Premises or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the Convention Center or part thereof, or in any way increase the rate of fire insurance upon the Convention Center or on property kept therein, or in any way conflict with the laws relating to fires or with the regulations of the fire department, or with any of the rules, regulations or ordinances of the City of Orange Beach or in any way obstruct or interfere with the rights of the other exhibitors in the Convention Center or injure or annoy them. Exhibitor shall not, without the written consent of the Promoter, put up or operate any engine, motor, or machinery on the Premises, or use oils, explosives, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes. Exhibitor further agrees that all decorative material used in the Premises must be flameproof and that all matters involving safety be resolved by the decision of the Orange Beach Convention Center Executive Director.
20. Security personnel will be on the premises for general security purposes only. The Management Team is not responsible for exhibitor's merchandise or other items contained

on the premises by the exhibitor and make no specific commitment with regards to security of the show.

- 21. In the event that goods, wares, merchandise and property of any and all kinds and description, are left in the Premises after the termination of this Agreement or after a period of 4 hours from the designated close of the show, then the Promoter and/or Convention Center shall be and is hereby authorized to remove from the Premises at the exhibitor's expense, all such goods, wares, merchandise and property of any and all kinds and description. The Promoter, any of its affiliates, or the Convention Center shall not be liable for any damage or loss to said goods, wares, merchandise or other property which may be sustained, either by-reason-of such removal or the place to which it may be removed, and all aforementioned parties are hereby expressly released from any and all claims for damages of whatever kind or nature.
- 22. This contract shall be controlled by the laws of the State of Alabama, and venue for any litigation brought with respect to the enforcement of this agreement shall be Shelby County, Alabama.
- 23. It is agreed that should Promoter bring any legal action for the enforcement or interpretation of this agreement, then Promoter shall be entitled to a reasonable attorney fee and court costs.
- 24. This agreement constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this agreement. Any modification of amendment to this agreement shall not be binding except as made in writing and signed by both parties.

IN WITNESS WHEREOF the parties have set their hands and seals this day and such shall constitute the Effective Date of this agreement.

Over the Mountain Media

By: _____
Authorized Agent

Date

Exhibitor - Print Name

Date

Exhibitor - Signature