

# Great Lakes HamCon Inside Exhibitor Contract 2017

Michigan International Speedway: Oct 7 & 8<sup>th</sup>, 2017

GLHamCon Form 01

THIS AGREEMENT made by and between Great Lakes Amateur Radio Association, dba Great Lakes HamCon and

\_\_\_\_\_. Exhibitor, agree to the following:

1. Booth Space:

a. In consideration of payment in full, Great Lakes HamCon will provide and assign to the Inside Exhibitor a display area of booth space(s). Each booth space will be 12 ft wide x 10 ft deep and equipped with one eight-foot x 24" table, two chairs and 110 Volt 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 Michigan International Speedway or any other contractor. All outside contractors must be pre-approved by Great Lakes HamCon.

3. Conduct of Parties:

a. This Agreement will govern the conduct of the parties from October 5, 2017 at 7:00 a.m. until Sunday, October 8, 2017, at 10:00 p.m. EDT except in the event of any cancellation or termination of Great Lakes HamCon. This Agreement will end upon the Inside Exhibitor's final exit from Michigan International Speedway. Any exception must have written approval of Great Lakes HamCon. Both parties waive any claims for damages or compensation as result of a cancellation or termination. Michigan Law shall govern this Agreement. No refunds will be processed or allowed.

4. Exhibits:

a. The Great Lakes HamCon site at the Michigan International Speedway shall be available for the installation of displays on Friday, October 6, 2017, from 12:00 p.m. until 6:00 p.m.

b. The Inside Exhibitor hours of operation will be Saturday from 8 a.m. to 5:00 p.m. and Sunday from 8:00 a.m. to 2:00 p.m.

c. The Great Lakes HamCon site at Michigan International Speedway shall be available for the dismantle of displays on Sunday, October 8, 2017, from the time the displays close until 7:00 p.m. Display materials and Exhibits must be removed from the Great Lakes HamCon site by Sunday, October 8, 2017 at 7:00 pm, unless written arrangements are made with Great Lakes HamCon.

5. Great Lakes HamCon activities:

a. That the Inside Exhibitor shall be solely and completely responsible for the installation and dismantling 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 Great Lakes Amateur Radio Association and Great Lakes HamCon, 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 Great Lakes HamCon by its master agreement with the Michigan International Speedway. At our sole discretion, Great Lakes HamCon reserves the right to remove from the Michigan International Speedway any inside Exhibitor found not to be consistent with the amateur radio/electronics hobbyist nature of the show or 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, pepper sprays, etc.

c. Vendors are prohibited from selling any counterfeit merchandise or pornographic or adult materials of any kind.

6. Security Service:

a. Great Lakes HamCon will provide security services in or about the Inside Exhibit Area on Friday, October 6, 2017, commencing at 7:00 AM, and continuing until the Inside Exhibit Area is cleared of spectators on Sunday, October 8, 2017. Great Lakes HamCon, Michigan International Speedway, 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 Great Lakes HamCon, its agents, representatives, officers, directors and Michigan International Speedway 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 Great Lakes HamCon 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. Great Lakes HamCon and Michigan International Speedway shall be named as Additional Insured and the Inside Exhibitor shall supply a Certificate of Insurance. Great Lakes HamCon disclaims responsibility for injury to persons. Certificate must accompany this Contract.

8. Limitation of liabilities:

a. Under no circumstances shall Great Lakes HamCon 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 will remain solely liable for penalties, liquidated damages, and indemnification of Great Lakes HamCon and others.

9. Acts of God:

a. Great Lakes HamCon 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.

10. 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 Great Lakes HamCon 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 Great Lakes HamCon.

Signature of the Inside Exhibitor \_\_\_\_\_ Date: \_\_\_\_\_

Mail this form, Application form and check for payment in full to: Great Lakes Amateur Radio Association, 71 Oakdale Lane, Coldwater, MI 49036

-----Great Lakes HamCon Confirmation (Do not mark below this line) -----

Accepted for Great Lakes Amateur Radio Association, dba Great Lakes HamCon this \_\_\_\_\_ day of \_\_\_\_\_

Accepted for Great Lakes Amateur Radio Association by: \_\_\_\_\_