



**42<sup>nd</sup> Annual Medford Rod & Custom Show**  
**April 20-21, 2019**  
**Jackson County Expo**

**VENDOR AGREEMENT**

Payment for vendor space must accompany agreement. All vendor agreements are subject to the approval of Better Car Shows, LLC. All pages of this agreement must be completed and initialed as indicated.

<b>Company:</b>			
<b>Name:</b>		<b>Phone:</b>	
<b>Address:</b>		<b>Cell:</b>	
<b>City:</b>		<b>Onsite Contact Name/Phone:</b>	
<b>State:</b>	<b>Zip:</b>	<b>E-Mail:</b>	
<b>Product(s) to be sold:</b>			
<b>Booth/Space Requested</b> <i>(Space is sold in 10 feet of frontage and includes 2 vendor passes per space)</i>			
<b>Indoor</b> _____ <b>10wx10d</b> <b>\$200.00</b>	<b>Outdoor</b> _____ <b>10wx10d</b> <b>\$100.00</b>		
<b>Space:</b> _____ <b>20wx10d</b> <b>\$400.00</b>	<b>Space:</b> _____ <b>20wx10d</b> <b>\$200.00</b>		
<b>Total Due:</b>		<b>Total Due:</b>	
<b>Make payment to: BETTER CAR SHOWS, LLC</b>			
<b>Mail to: PO BOX 3819 Central Point, OR 97502</b>			
<b>VISA/MC #:</b>		<b>Exp. Date:</b>	
<b>Name on Card:</b>		<b>CVS #:</b>	
<b>Signature:</b>			

<b><i>My signature below acknowledges that I have read all of the Medford Rod &amp; Custom Show rules and regulations (pages 2-4 of this agreement) and agree to abide by them. I also agree to hold harmless and indemnify Better Car Shows, LLC, Medford Rod &amp; Custom Show, staff, sponsors, the Jackson County Expo, agents, employees, estates and volunteers from and against any and all known or unknown damages, injuries, and/or losses that the vendor and guests (including family and relatives) may sustain or incur as a result of their participation in this event.</i></b>	
<b>Signature:</b>	<b>Date:</b>

## **EXPOSITION POLICIES**

This agreement shall be subject to the prior approval of Better Car Shows, LLC who reserves the right to reject any agreement or omit products requested in the best interest of the event. Submission of this agreement and deposit does not guarantee acceptance. Vendor shall not be entitled to exhibit in said space until the rental fee is paid in full and Better Car Shows, LLC has notified vendor of acceptance of agreement. Vendor must submit payment in full by February 1, 2019. NO EXCEPTIONS. Returned checks will be charged \$35.00 plus the original check amount.

### **CANCELLATION**

Cancellation must be given in writing no later than March 15, 2019. Cancellations made by March 15, 2019 will be refunded 75% of the amount paid. There will be no refunds or credit given after March 15, 2019.

### **ASSIGNMENT**

The method of determining space assignment shall be at the sole discretion of Better Car Shows, LLC and may be changed from time to time without notice to vendors. Better Car Shows, LLC has the final authority to determine the location of the vendor spaces and reserves the right to reassign a location to accommodate the event needs. There is no vendor product exclusivity. Exclusivity is available at certain sponsorship levels. Contact Better Car Shows, LLC for more information if interested.

### **SUBLETTING OF BOOTH SPACE**

This agreement is not re-assignable by the vendor. Vendors shall not assign, sublet, share or apportion the whole or any part of the exhibit space that has been assigned to vendor. Two or more vendor organizations may not exhibit in a single booth space unless approved in writing by Better Car Shows, LLC PRIOR to the event.

### **BOOTH**

Vendor must provide their own furnishings and UL approved electrical connections. Booth back-wall height may not exceed 9' and side wall height may not exceed 3' and must not interfere with neighboring vendor exhibits. One (1) duplex 110 volt electric outlet may be purchased. If vendor requires 220-230 volt electrical service, it must be pre-arranged. All booth decorations installed by the vendor must be made of fire marshal approved materials. Vendor will be held responsible for any damages to booth structure or building incurred during the occupancy of their space. Nothing shall be tacked, nailed, screwed or otherwise attached to drapes, walls, floors, trees or any other parts of the facilities. **SALE OF ALCOHOL IS PROHIBITED.**

### **BOOTH SET UP**

Set up is only allowed during specified set up days and times. The buildings will be closed and secured at 10:00 p.m. Any space not claimed may be reassigned or resold by Better Car Shows, LLC with NO refunds. Better Car Shows, LLC is not responsible for materials left unattended during move in. No set up will be allowed during the event hours. There is no vehicle access to vendor areas during show hours. Trailer parking is provided.

### **ENTRY HOURS**

Vendors will be allowed onto the grounds one hour before the event opens. Restock will be limited to hand truck.

### **BOOTH TEAR DOWN**

No exhibit or portion of vendor booth may be removed until closing of the event on Sunday evening. Violation is subject to a \$500 assessment and loss of seniority. Doors will be opened immediately after awards. All booths must be vacated by 9:00 p.m. on Sunday April 21st. Vendor space must be in broom-clean condition. Better Car Shows, LLC and the Jackson County Expo will not be responsible for products or items left behind after tear down.

**VENDOR INITIALS: \_\_\_\_\_**

### **VENDOR CONDUCT**

Better Car Shows, LLC reserves the right to stop or remove from the event any vendor, their employees or guests, performing any act or practice which in the opinion of the Better Car Shows staff is objectionable or detracts from the dignity and integrity of the event. No vulgar language or behavior will be tolerated on the event site. Alcohol consumption is only allowed in the beer garden. Vendors removed will not be eligible for a refund of their space costs.

**VENDOR STAFFING**

Vendor booths must be staffed at all times during show hours. Better Car Shows, LLC does not supply labor or materials for vendor. Vendor staff must be appropriately clothed and no inappropriate or suggestive attire, in the sole opinion of the Better Car Shows, LLC staff, will be allowed. Swimwear, thongs, mini shorts, or bikinis are not allowed. Celebrity and poster girl signings in vendor booths must be pre-approved by Better Car Shows, LLC prior to the event. No vulgar products and/or services shall be sold, promoted, or demonstrated. Each vendor is responsible for any and all damage to property caused by their staff, personnel, or any of their representatives while on the event grounds.

**PUBLICITY**

Exhibitor/vendors and guests agree to allow Better Car Shows, LLC the release and use of their names and photos for publicity, advertising and commercial purposes before, during and after the event without compensation to the exhibitor/vendor.

**DEMONSTRATION AREA**

All demonstration areas must be within the exhibit space not to interfere with any normal pedestrian traffic in the isles or in the neighboring space. The distribution of literature or promotional items is limited to the Exhibit booth area assigned to the vendor.

**HOSPITALITY**

Vendors are prohibited from hosting or sponsoring any hospitality or other function that attracts buyers/customers away from the event during show hours.

**RESTRICTED ITEMS**

No scooters, golf carts, bicycles, motorcycles, weapons, drugs, alcohol or animals are permitted. ADA Scooters or service dogs with the proper certification are exempt.

**SOUND DEVICES**

No sound amplification devices are allowed. Objectionable sound and lyrics will not be tolerated. Vendors must keep noise at a minimum from demonstrations or music in their respective space. Give away items in which noise can be made are prohibited.

**VENDOR STORAGE AND FREIGHT**

Better Car Shows, LLC assumes no responsibility for shipped items. There is no storage on site. Deliveries to vendor must be received and signed for by the vendor.

**CLEANING**

Vendors must keep booth space clean and presentable to the public. Vendors will be responsible for any damage to the facility or costs for cleanup required by Jackson County Expo in order to return space to normal condition.

**TERMS AND CONDITIONS**

Better Car Shows, LLC shall have full power to interpret and enforce all rules contained herein and the power to make amendments thereto and enact such further conditions of agreement as it shall consider necessary for the proper conduct of the event. Vendor will not be entitled to recover from Better Car Shows, LLC any consequential damages to property, for loss of use, loss of time, loss of profits, or loss of income which may arise out of Better Car Shows, LLC's enforcement of the terms and conditions of this agreement.

**VENDOR INITIALS:** \_\_\_\_\_

**LIABILITY RELEASE, INDEMNIFICATION & HOLD HARMLESS**

Vendor who signs this agreement and each person associated therewith (ie. employees, spouses, guests, survivors, heirs, executors and representatives) herein agree to indemnify, defend, hold harmless and to release and forever discharge from any and all known and unknown damages, injuries, death, loss, liabilities, claims, costs, penalties, demands, actions, causes or action, judgments, and liabilities of every kind and description (including court costs and attorney's fees), occasioned by, resulting from, and/or related to conduct, actions, and/or omissions of anyone connected with this event, including Better Car Shows, LLC, Jackson County Expo, all other vendors at the event; and each of their respective owners, shareholders, officers, their directors, employees, agents, staff, volunteers, independent contractors, representatives and servants. Vendor covenants and agrees that in case Better Car Shows, LLC shall be made party to any litigation commenced by or against vendor or relating to this agreement or to the booth space hereunder, then vendor shall and will pay all costs and expenses, including reasonable attorney fees and court costs, incurred by or imposed upon Better Car Shows, LLC by virtue of any such litigation.

**SECURITY & PROPERTY DAMAGE**

Better Car Shows, LLC will provide limited facility security and will exercise reasonable precaution for the protection of the vendors property. Better Car Shows, LLC assumes no responsibility for loss or damage incurred during the rental period, or for any loss of items left onsite overnight. Neither Better Car Shows, LLC or the vendor shall be responsible for any loss or damage to property of other party hereto including, but not limited to loss or damage occasioned by theft, fire, smoke, acts of nature, terrorism, weather, public enemy, riot, civil commotion or other insurable hereto with respect to any loss or damage. It shall be the responsibility of Better Car Shows, LLC and the vendor, respectively, to secure their own property insurance or otherwise protect themselves and their property against any such loss or damage.

**UNAVAILABILITY OF BOOTH SPACE**

If event booth space leased or any portion thereof is not available for occupancy upon commencement or during the term of this agreement due to fire, casualty, acts of God, strikes, national emergency, or any other cause beyond control of Better Car Shows, LLC this agreement and the obligations of Better Car Shows, LLC and vendor hereunder shall terminate, and vendor hereby waives a claim against Better Car Shows, LLC for damages by reason of such termination, provided, however, that any unpaid portion of the fee hereunder shall abate, or , if previously paid, shall be refunded by Better Car Shows, LLC to the vendor.

**COMPLIANCE, GOVERNING LAW & VENUE**

Vendor agrees to comply with all the rules and regulations prescribed by Better Car Shows, LLC, and the Jackson County Expo, and to meet all requirements of the state and local authorities, police, and fire departments, and obtain at their own expense any necessary permits, insurance, licenses, or equipment should it be required for the lawful operation of the display. Each party shall bear its own expenses in connection with this agreement and the transactions contemplated by it. This agreement sets forth the entire understanding of the parties with the respect to the subject manner of this agreement and supersedes any and all understandings and agreements, written or oral, between the parties with respect to such subject manner. This agreement may be amended only in writing executed by both parties. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. If any suit or action is filed by any party to enforce this agreement or with respect to the subject matter of this agreement, vendor agrees that the venue shall be held in a federal l or state court in Jackson County, Oregon.

**VENDOR:**

**BETTER CAR SHOWS, LLC**

BY: \_\_\_\_\_

BY: \_\_\_\_\_