

Virginia Fly Fishing Festival, Inc.  
421 West Main Street  
Waynesboro, Virginia 22980  
Phone (540) 836-9367 FAX (540) 949-8393  
[www.vaflyfishingfestival.org](http://www.vaflyfishingfestival.org)

**EXHIBITOR CONTRACT**  
**APRIL 17-18, 2010**

**This agreement is between Virginia Fly Fishing Festival, Inc. (hereinafter called event Promoter) and \_\_\_\_\_ (hereinafter called Exhibitor).**

Promoter hereby engages Exhibitor, and Exhibitor accepts such engagement to furnish the presentation herein described, upon all terms and conditions herein set forth.

**Exhibitor agrees to attend the *Virginia Fly Fishing Festival* on Saturday, April 17, 2010 and Sunday, April 18, 2010 from 9:00 AM to 5:00 PM each day. Exhibitor will be ready at 8:30 AM each morning and will not begin to close until 4:30 PM each evening.**

**Exhibitor agrees to pay \$300 per space plus a donated \$100 Retail Value Raffle item.**

**Outside Exhibitor agrees to pay \$450 for outside space as specified and a donated \$100 Retail Value Raffle item.** Exhibitor may reserve no more than 2 spaces adjacent to each other unless permission is granted by Promoter.

**Contact person:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**SSN # or FIN #** \_\_\_\_\_

**Daytime Phone Number:** \_\_\_\_\_

**Reproduction of Festival Activities for Promotion**

1. The Virginia Fly Fishing Festival Board of Directors, otherwise known as "Promoter" reserves the right to use, broadcast and re-broadcasts, release and /or assign audio or video tape recordings of Exhibitor's presence described hereinabove, to be used for noncommercial and archival purposes.
2. Promoter reserves the right to use or permit others to use Exhibitor's name, and likeness in connection with promoting the Festival described hereinabove and subsequent activities and purposes of Promoter, but not for any use which constitutes endorsement of any commercial product or service.

**Indemnifications for Injury and Damage**

1. Exhibitor shall defend and indemnify the Promoter against and hold the Promoter harmless for any and all costs, loss, damage, attorney fees and/or claims and liability for injury to persons or property damage arising out of, connected with, or attributable to the festival site, which are due to the negligence or intentional actions of the Exhibitor.
2. Exhibitor shall be liable for all copyright royalties, state sales tax and fees and defend, and hold harmless the Promoter against any and all costs, loss, damages, attorney fees and/or claims of infringement or violation of any copyright or proprietary rights during the Festival.

**Standards of Conduct**

Exhibitor understands that the Virginia Fly Fishing Festival is an event designed to promote the quiet sport of fly fishing and to provide a "market place" for the exchange of products and services. It is understood by all parties therefore that the conduct of commerce be handled in the usual and customary manners dictated by the wider fly fishing industry. As such, the promoter at its sole discretion may cancel this agreement without refund of exhibitor fees if the manner of conduct by exhibitor may be deemed inappropriate. Actions that would cause such a cancellation may include, but are not limited to: collusion between exhibitors and/or internal and/or external parties for the purpose of price fixing, limited the sale of goods and services, swapping of tables between exhibitors without the expressed permission of promoter, "dumping" of products and any other practice/activity deemed inappropriate by the Promoter.

The Promoter reserves the right to determine the types and number of Exhibitors to ensure a well balanced representation of Exhibitors.

**Limitation of Liability**

The Promoter's liability on any claim (exclusive of claims for personal injury based solely upon negligence of the Promoter) arising out of or connected with this Agreement or participation in this event shall in no event exceed the total Exhibitor fees hereunder. In no event shall the Promoter be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of substitute facilities, equipment or use thereof, or claims by customers of Exhibitors for such damages.

**Cancellation**

If the Festival is cancelled by the Promoter for any reason, the non-refundable Exhibitor's fee will be returned, with the exception of a \$25 (twenty-five dollars) administrative fee, which will be retained by the Promoter. In the event the festival is held, and the Exhibitor fails to appear, there will be no refund of Exhibitor's fee.

**Non Performance Not a Default**

Neither Exhibitor nor Promoter shall be liable for failure to appear, present, or perform if such a failure is caused by, or due to, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any cause beyond the control of Exhibitor or Promoter.

**Outside Exhibitors**

Outside exhibitor shall have the right to set up a tent **ONLY** with the express consent of the Promoter. Outside Exhibitors may have banners or signs that measure up to 6 inches by 36 inches. Any banners/ signs that exceed these measurements must have prior approval from the Promoter. Outside exhibitor may use outside space up to 20x20 feet for product displays. Outside exhibitors will make every effort to secure their products at the conclusion of each day. This contract does not apply to motor vehicle and marine dealers. See Director for separate contract.

**Agreement and Interpretation**

1. No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and may not be amended except by a document signed by both parties.
2. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year herein below mentioned, and this Agreement shall be effective only if Promoter receives this Agreement on or before twenty (20) days prior to the event date executed by Exhibitor.

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

BY: \_\_\_\_\_  
Co-Chair, VFFF

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date