



2020 EXHIBITOR SPACE RENEWAL

(to be used on all promotional materials)

EXHIBITOR COMPANY NAME _____
PLEASE PRINT

PERSON AUTHORIZING _____ TITLE _____

NAME OF CONTACT PERSON FOR PAPERWORK: _____ EMAIL _____

MAILING ADDRESS _____

CITY & STATE/ZIP _____ COUNTRY _____

PHONE _____ FAX _____ CELL _____

COMPANY GENERAL E-MAIL _____ WEB ADDRESS _____

Please initial the statement that applies to your company:

_____ We want to keep the same square footage and location we had in 2018.

_____ We want to keep the same square footage we had in 2018, but if there's an opening we would be interested in moving.

_____ We want to at least keep the same square footage and location we had in 2018, but if there's an opportunity, we may be interested in increasing the square footage.

Exhibit Space Rates (Indoor):

\$21.00 per square foot from 100-399 SF

\$20.00 per square foot from 400-999 SF

\$18.00 per square foot from 1,000 and up SF

Payment Schedule:

1) Signed contract and 10% of exhibit space cost is due April 17, 2019; next 40% is due December 31, 2019; final 50% is due May 1, 2020

Exhibit Space Agreement

The undersigned ("exhibitor") as an authorized representative enters into an agreement with Hatton-Brown Expositions, LLC (organizer) to rent exhibit space at the Timber Processing & Energy Expo to be held September 30-October 2, 2020 at the Portland Metropolitan Exposition Center (Portland Expo Center) in Portland, Oregon. Organizer will attempt to meet the exhibitor's request for space and location, which is prescribed elsewhere on this form based on the exhibitor floor plan; however, organizer retains the right to alter space and location because of any circumstances, including the necessity to realign the exhibitor floor plan for whatever reason. If the exhibitor desires to cancel all or part of the exhibit space before April 1, 2020, the exhibitor will be charged 50% of its total exhibit space cost. If an exhibitor cancels on April 1, 2020 or later, the exhibitor will be charged 100% of the exhibit space cost. If the exhibitor defaults in payment, the exhibitor is liable to organizer for collection costs, attorney's fees and related costs. Organizer reserves the right to accept or reject exhibitor space applications and to cancel previously accepted exhibitor space applications and contracts. Commercial General Liability insurance required by this Agreement shall name as additional insured: Portland Metropolitan Exposition Center (Portland Expo Center), 2060 N. Marine Drive, Portland, OR 97217; Hatton-Brown Expositions, L.L.C., Timber Processing & Energy Expo, and Hatton-Brown Publishers, PO Box 2268, Montgomery, AL 36102; along with its members, officers, directors, agents and employees of each entity. This contract is valid upon its signed execution by an authorized representative of the exhibitor and by an authorized representative of organizer.

The exhibitor warrants that it has in effect and shall maintain for the period of this agreement for the mutual benefit of both parties a policy of general liability insurance, against claims for personal injuries or death, or damage to property occurring upon, in or about the herein rented premises, in limits not less than \$1 million. Exhibitor agrees to secure a rider for said general liability policy that extends like coverage to these additional parties: Portland Metropolitan Exposition Center (Portland Expo Center), 2060 N. Marine Drive, Portland, Oregon 97217; Timber Processing & Energy Expo, Hatton-Brown Expositions LLC, and Hatton-Brown Publishers, PO Box 2268, Montgomery, AL 36102. Period of coverage for said rider is three days before and three days after EXPO. Proof of liability insurance must be submitted to EXPO on or before April 1, 2020. Exhibitor cannot occupy the space reserved until this requirement is fulfilled and full payment has been made for exhibit space.

All booths must follow IAEE rules and regulations.

We understand that this exhibit space agreement becomes a binding application when accepted by organizer on behalf of the Timber Processing and Energy Expo, and that the exhibitor applicant shall abide by all terms and conditions published on the front and back of this exhibit space agreement as well as the facility rules in the service kit to be issued at a later date. In addition, the exhibitor applicant agrees to allow organizer representatives to publicize the exhibitor applicant in pre-, during- and post-event promotional coverage, including written and photographic, in print, on the web and any other means.

DATE: _____ EXHIBITOR COMPANY NAME: _____

 Exhibitor Authorized Representative Signature Date

 Hatton-Brown Expositions, LLC Authorized Representative Signature Date

**Mail, Fax or Email signed agreement contract to: Dianne Sullivan, Show Manager, Hatton-Brown Expositions, LLC,
 PO Box 2268, Montgomery, AL 36102-2268 • dianne@hattonbrown.com, 334-834-1170 ext. 127, fax: 334-387-2383**

Terms and Conditions

Whereas Hatton-Brown Expositions, L.L.C. ("Organizer"), has organized the Timber Processing & Energy Expo ("Show") to be held at the Portland Metropolitan Exposition Center ("Center") and Exhibitor ("Licensee"), in consideration of mutual covenants herewith set forth desires to use space in said Center, Exhibitors along with their employees, invitees, contractors, and guests as Licensee's of the Center agree to the following terms and conditions of said use;

- 1. Presentation Purpose:** Organizer grants Licensee permission to use the authorized locations in the Center on the dates designated for the Show. This is a non-ticketed event and Licensee may not use these areas for any other purpose.
- 2. Fees and Charges:** In addition to the space reservation cost, Licensee shall pay event-related fees and charges including but not limited to storage, labor, electricity, equipment rental, and other services.
- 3. Insurance:** Licensee shall, at its sole cost and expense, procure and maintain through the term of this License Agreement the following insurance requirements:
 - A. Commercial General Liability policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities licensed hereunder, such insurance to offer immediate protection to the limit of not less than \$1,000,000 and such insurance shall include coverage for contractual liability under the indemnification of the Center along with its employees and directors thereof by Licensee as set forth herein;
 - B. Worker's Compensation insurance providing coverage for Oregon statutory requirements;
 - C. Employer's Liability insurance with limits not less than \$1,000,000 each accident;
 - D. Automobile Liability insurance with limits not less than \$500,000 each occurrence, combined single limit for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, including loading and unloading operations;
 - E. Commercial General Liability insurance required by this Agreement shall name as additional insured: Portland Metropolitan Exposition Center (Portland Expo Center), 2060 N. Marine Drive, Portland, OR 97217; Hatton-Brown Expositions, L.L.C., Timber Processing & Energy Expo, and Hatton-Brown Publishers, PO Box 2268, Montgomery, AL 36102; along with its members, officers, directors, agents and employees of each entity.
 - F. Licensee shall maintain with respect to each such policy evidence of such insurance required by the Organizer and shall at all times deliver and maintain with the Organizer a certificate with respect to such insurance in a form acceptable to the Organizer;
 - G. Licensee agrees to provide all required certificates of insurance to the Organizer on or before the 1st day of April, 2020. Failure to do so shall constitute immediate breach of the Licensee's agreement with Organizer. It is agreed in that event that Organizer, at its sole option, may terminate this Agreement. Organizer may exercise any or all options in paragraph 16;
 - H. The parties agree that the specified coverage of limits of insurance in no way limit the liability of the Licensee. Licensee shall obtain the written agreement on the part of each insurance company to notify Organizer at least thirty (30) days prior to cancellation or non-renewal of any such insurance.
- 4. Indemnification:** Licensee agrees to defend, indemnify, and hold harmless Organizer, Center, the Metropolitan Exposition-Recreation Commission ("Commission") and their respective members, officers, directors, elected or appointed officials, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by Licensee or its employees, invitees, contractors, or guests entering the Center licensed with the implied or express permission of Licensee. Such indemnification by Licensee shall apply unless such damage or injury results from the sole negligence or willful misconduct of the Organizer. The Organizer shall be responsible for the daily operations of the Show, including the actions of any Organizer employees, volunteers, and contractors which are under the Organizer's exclusive control, subject to any agreements the Organizer may enter into which provide for the Organizer's contractors to defend, hold harmless, and/or indemnify the Organizer.
- 5. Assumption of Risk:** Exhibitor assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Show, including without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Show Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Show Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph.
- 6. Waiver of Subrogation:** Each party hereto hereby waives any and every claim during the terms of this License Agreement or any extension or renewal thereof for any loss of or damage to any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent that such loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of the parties hereto. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Licensee is advised to give each insurance company written notice of terms of such waiver, and to have insurance policies properly endorsed, if necessary.
- 7. Taxes and Fees:** Licensee agrees to pay promptly all sales, use, excise and any other taxes required by any governmental authority and shall obtain at its own expense all permits and licenses required by law in connection with its use of the Center.
- 8. Defacement of Facility:** It is understood and agreed that the Organizer licenses to Licensee the Authorized Location(s) in the Center "as is" and that the Licensee will make, at its own expense, all changes, alterations, installations, and decorations therein that are previously agreed to by Organizer, and that Licensee will restore, at its own expense, the Center to the same condition in which it existed prior to any alterations made therein. Licensee shall be responsible for any costs to repair or replace property at the Center damaged or lost during the term of this Agreement, due to the actions of Licensee. Ordinary wear and tear, or by other cause beyond control of Licensee, is excepted.
- 9. Novelty Concessions/Food-Beverage Concessions and Catering Service:**
 - A. Novelty Concessions shall be defined as, but not be limited to, printed material, programs, records, tapes, hats, T-shirts, jackets, flowers, pennants, photographs, event memorabilia or similar items. Licensee shall not engage in any selling or dispensing of novelty concessions without the written permission of the Organizer. Should Organizer authorize Licensee to engage in any selling or dispensing of novelty concessions, then Licensee shall pay to the Organizer **twenty (20) percent** of the gross proceeds from any such authorized sales.
 - B. The Center's food - beverage and catering service contractor is solely authorized to provide all food-beverage and catering services with the Center. The Director must approve in advance all exhibitor or Licensee requests for the sampling of products distributed from exhibit booths or any other areas within the Center. Licensee shall require Exhibitors having the need to distribute food or beverage samples not relevant to their business to order these items from the Center's food-beverage and catering service contractor.
- 10. Qualifications of Exhibitor:** Organizer, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and services to the wood processing industry. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Organizer reserves the right to restrict or remove any exhibit that Organizer, in its sole discretion, believes is objectionable or inappropriate.
- 11. Assignment of space:** Exhibit space shall be assigned by Organizer in its discretion for the Show and for the Show Dates only. That assignment does not imply that similar space will be assigned for future Shows. Organizer reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Show.
- 12. Booth Placements:** Organizer reserves the right to make alternative placement. Organizer shall be the final authority in assigning space. Organizer may refuse acceptance of any contract for any or no reason. Organizer reserves the right to determine the eligibility of any company or product for inclusion in the Show. No Exhibitor shall exhibit or permit to be exhibited in its Authorized Location(s) any merchandise other than that specified in its application. Organizer further reserves the right to add, alter or delete from the Show's floor plan at anytime in its sole discretion.
- 13. Non-Discrimination:** Licensee agrees not to discriminate against any employee or applicant for employment because of age, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion, or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.
- 14. Force Majeure:** If the Authorized Location(s) or any part of the Center is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement by Organizer impossible or impracticable, then the Show Reservation Contract shall be terminated and the Licensee shall be liable for fees, charges for support personnel and services, additional utility charges which have accrued only at the time of termination and all other fees paid by Licensee shall be returned by the Organizer. Licensee hereby waives any claim for damages or compensation from Organizer on account of such termination. Determination of whether the Center is rendered unusable for the purposes for which Licensee has licensed the facility shall be determined jointly by Organizer and Center.
- 15. Non-Exclusive Use:** Organizer shall have the right to use or permit the use of any portion of the Center not granted to Licensee under this Agreement to any person, firm or entity regardless of the nature of the use of such other space. This right shall be subject to Organizer's prudent business judgment.
- 16. Default by Licensee and Organizer Remedies:** Licensee shall be in default of the Show Reservation Contract if Licensee fails to pay any amounts due under the License terms, breaches any provisions of the terms and conditions or any other written agreement between Licensee and Organizer including payment of fees and maintenance of required insurance in strict accordance with the terms and conditions, violates any applicable laws or ordinances during its use of the Center or should dissolve or cease doing business as a going concern or become insolvent or bankrupt. Upon such default by Licensee, the Organizer may have one or more of the following remedies, in its sole discretion.
 - A. Declare the entire amount of the balance due per the terms of the space reservation contract payable.
 - B. Reenter the authorized location(s) without being liable for damage therefore and relet the same or any portion thereof, or operate the same for the balance of the Show Reservation Contract period, receive rents due and apply them first to expenses of making the Organizer whole and second, to any expenses incurred for reentering the premises and reletting of the authorized location(s).
 - C. Terminate the space reservation contract by giving the Licensee written notice of such termination which shall not excuse breaches of the space reservation contract which have already occurred and may reenter the authorized location(s) as in b), above.
 - D. Pursue any other remedies available to the Organizer either at law or equity. No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy.
 - E. Organizer may withhold and apply, without the necessity of resorting to any legal action to any claim it may have against Licensee, all sums, receipts or deposits which may be in the possession of the Organizer for or on behalf of the Licensee. Licensee agrees that the retention of such sums, receipts or deposits constitutes liquidated damages in a reasonable amount in that Organizer damages are not readily ascertainable.
 - F. Organizer may, at its sole option, also terminate any other contract(s) with Licensee.
 - G. Rights of Offset: Enforcement: Organizer reserves the right, in its sole discretion, to apply any or all payments made for the Show to any or all outstanding Organizer. This applies to ad insertions, sponsorships, booth space, of any other product or services offered by Organizer.
- 17. No show policy:** If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, Exhibitor must notify the Show Director at the Show Facility. Non-notification will result in resale of space, and no refunds will be made.
- 18. Cancellation of the Event:** If Organizer cancels the Show due to circumstances beyond the reasonable control of Organizer (such as acts of God, acts of war, terrorism, governmental emergency, labor strike or unavailability of the Exhibit Facility), Organizer shall refund the Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor. Organizer reserves the right to cancel, rename or relocate the Show or change the Show Dates. If Organizer changes the name of the show, relocates the Show to another event facility within the same city, or changes the show Dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but Organizer shall assign to Exhibitor, in lieu of the original space, other space as Organizer deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If Organizer elects to cancel the Show other than for a reason previously described in this paragraph, Organizer shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.
- 19. Assignment:** Licensee may not assign this Agreement or any interest therein or permit the use of the Authorized Areas or any part thereof without the prior written approval of the Organizer. Any attempted assignment without such prior approval shall be null and void.
- 20. Hazardous Substances:** Licensee, its officers, employees and agents, and any exhibitors, customers or other participants in the event(s) covered by the License Agreement are prohibited from bringing any hazardous substance into the authorized areas or onto Center property and are prohibited from allowing any hazardous substance to be brought into the authorized areas or onto Organizer property. As used in this paragraph, "hazardous substance" has the meaning given that term in ORS 465.200. If any governmental authority or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substance that occurs as a result of Licensee's use of the authorized areas or entry on Center property, Licensee shall, at Licensee's expense, prepare and submit the required plan and all related bonds and other financial assurances, and Licensee shall carry out all such cleanup plans. Licensee agrees to indemnify Organizer, the Metropolitan Exposition-Recreation Commission, the City of Portland and their respective members, officers, directors, agents and employees against any claims, costs and expenses of any kind, whether direct or indirect, incurred voluntarily or pursuant to any state or federal law, statute, regulation or order, for the clean up, extraction, detoxification or neutralization of any release of any hazardous substance associated with or arising from the Licensee's use of the Authorized Location(s) of entry on Organizer property. As used in this paragraph, "release" has the meaning given that term in ORS 465.200. Licensee's obligations under this paragraph survive termination or expiration of the Licensee Agreement.
- 21. Rules and Regulations:** Rules and Regulations are hereby incorporated into the Terms and Conditions of the Space Reservation Contract by reference. Organizer reserves the right to make reasonable changes to said documents as may from time to time become necessary.
- 22. Actions:** Any Actions by one party to the License Agreement against the other arising out of the Agreement or of conduct, acts or activities of the parties hereunder will be governed by Alabama law and may be maintained in the Circuit Court of the State of Alabama. No such action against the Organizer may be maintained except in and for the State of Alabama. Licensee consents to the maintenance of any such action by the Organizer against it in the Circuit Court of the State of Alabama in and for Montgomery County.
- 23. Severability:** If any provision of the Space Reservation Contract, Terms and Conditions, or the Rules and Regulations which have been incorporated herewith by reference shall be declared invalid or unenforceable, the remainder of said provisions shall continue in full force and effect to the fullest extent permitted by law.
- 24. Waiver:** No waiver by the Organizer of any default shall operate as a waiver of any other default on a future occasion or the same default. No delay or omission by the Organizer in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- 25. Delivery of Notices:** Any notice, request, demand, instruction, or any other communication to be given to any party hereunder shall be in writing, sent by registered or certified mail as follows:

Hatton-Brown Expositions, L.L.C., P.O. Box 2268, Montgomery, AL 36102, Attention: Show Director.

- 26. Licensee's Assumption of Responsibility:** The Licensee expressly assumes full responsibility for all persons connected with Licensee's use of the Center, including all its employees, agents, members, invitees, guests, and contractors.
- 27. Addendum(a) and Attachments:** Any addendum, statement of policy, requirements and/or operational items attached hereto are made a part of this Agreement as if copied in full herein.
- 28. Time is of the Essence:** Time is of the essence to this Agreement.
- 29. Entire Agreement:** Except as provided in paragraph 21 and 28, this document contains the complete and exclusive agreement between the parties, and is intended to be a final expression of their agreement. No promise, representation or covenant not included in this document has been or is relied upon by any party. No modification or amendment of this agreement shall be in force or in effect unless in writing executed by all parties hereto.
- 30. Headings:** The headings used in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the extent of any provision thereof.
- 31. Other Special Conditions: Approval of Contract:** The terms and conditions and rules and regulations are not binding upon Organizer until signed on behalf of the Organizer. It will be effective on the date Organizer executes the space reservation contract.