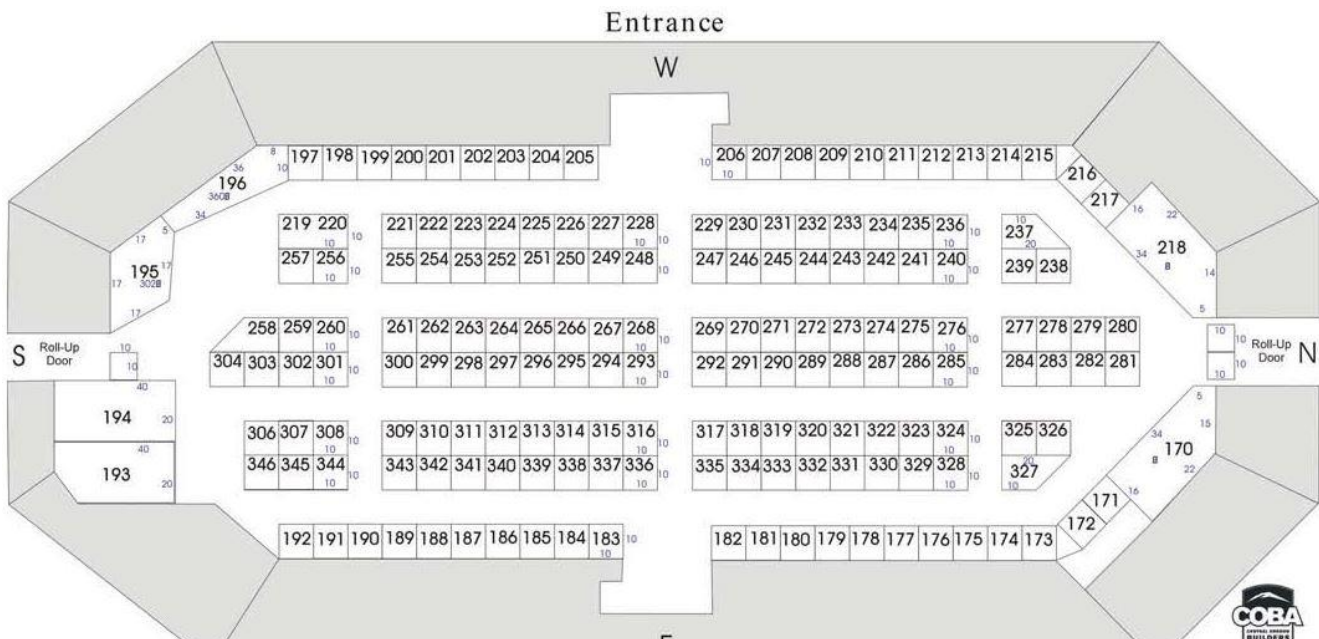
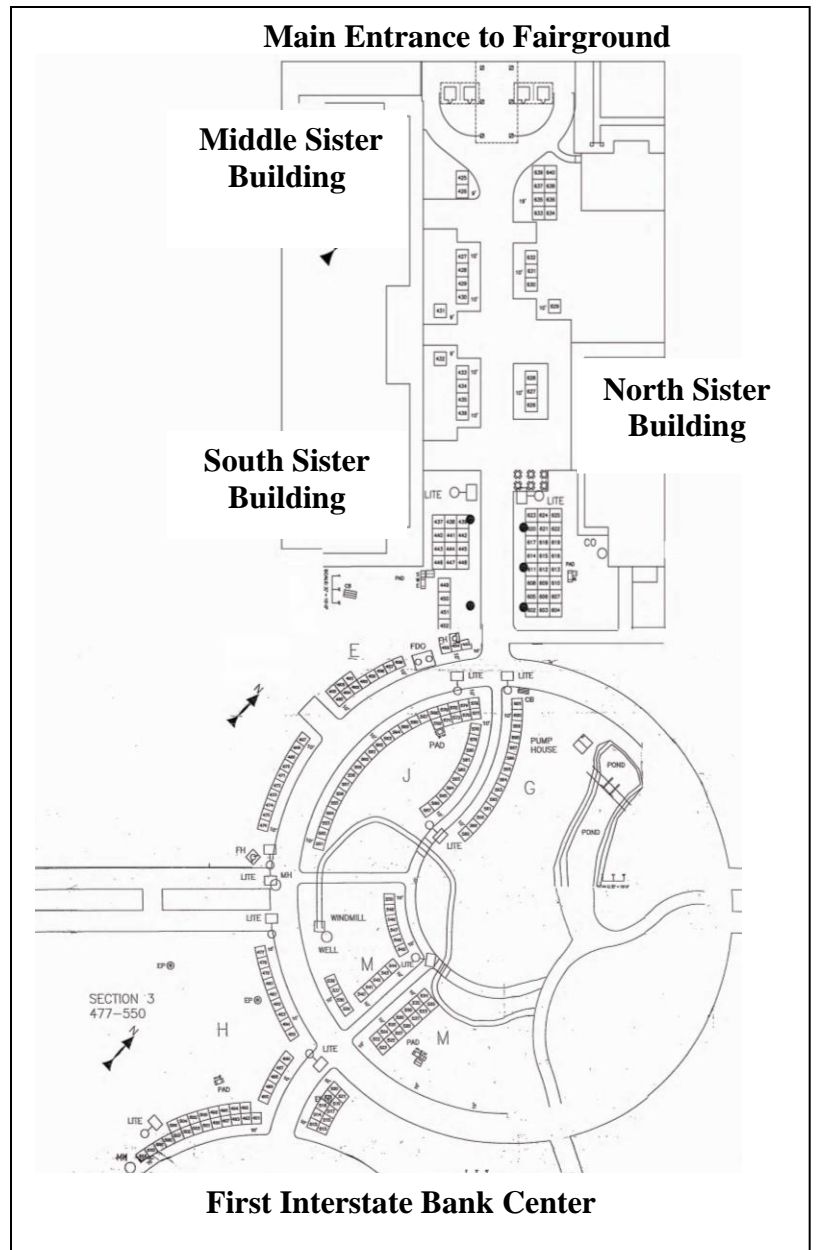
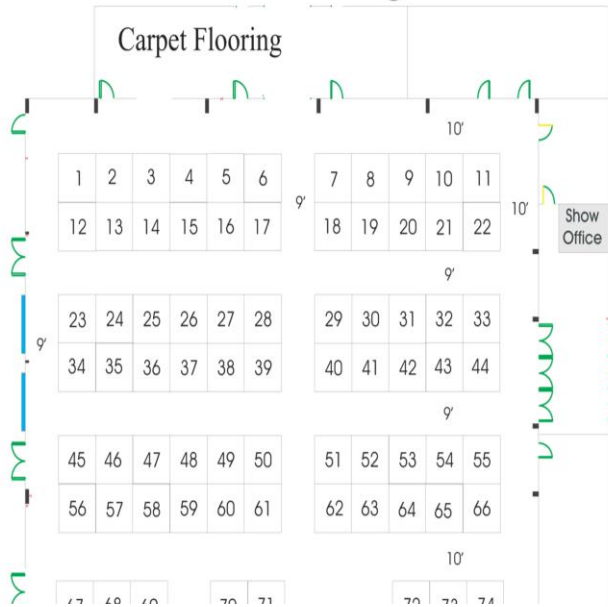


Building layouts

Indoor spaces available in Middle Sister, South Sister, North Sister and First Interstate Bank Center.

Middle Sister Building



2023 Central Oregon Spring Home & Garden Show Exhibitor Lease of Display Space Agreement

May 5 – 7, 2023

1. **Defined Terms** – The term “Event” means the Central Oregon Builders Association (COBA) Central Oregon Spring Home & Garden Show to be held May 5 – 7, 2023 at the Deschutes County Fair and Expo Center, Cascades Center. The Event is owned, produced, and managed by Central Oregon Builders Association. As used hereinafter, the term “COBA” means, collectively, the Central Oregon Builders Association, and each of [its/their respectively] officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term “Exhibitor” means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by COBA in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. The term “days” refers to calendar days unless specified otherwise.
2. **Contract Acceptance** - This agreement shall become binding and effective only when it has been signed by the Exhibitor, and accepted as valid by an authorized representative of COBA. Evidence of acceptance will be a formal confirmation of assigned space and the receipt of final payment of all fees outlined in the Application for Lease of Display Space.
3. **Qualifications of Exhibitor** – COBA, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who supply products and services to home owners, landscape, or garden construction industries. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. COBA reserves the right to restrict or remove any exhibit, which COBA, in its sole discretion, believes is objectionable or inappropriate. Exhibitor agrees to pay non-member pricing for exhibit space if not a member of the Central Oregon Builders Association.
4. **Assignment of Space** – Exhibit space shall be assigned by COBA in its sole discretion for the Event and event dates only. Any such assignment does not imply that similar space will be assigned for future Events. COBA reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if COBA in its sole discretion determines that to do so is in the best interest of the Event.
5. **Use of Space** - The space contracted for is to be used solely for the Exhibitor whose name appears on the Agreement and it is agreed the Exhibitor will not sublet nor assign any portion of same without the written consent of COBA. Exhibitor agrees to exhibit only products or services, which it manufactures, represents, or distributes. All exhibits shall display products or services in a tasteful manner. Except with COBA’s written agreement, exhibitor may not assign any rights or delegate any duties under this agreement.
6. **Cancellation by Exhibitor** – If Exhibitor desires to cancel this agreement; Exhibitor may only do so by giving notice thereof in writing sent to COBA with evidence of receipt. In such case, Exhibitor will continue to be liable for 50% of the total exhibit fee unless COBA receives the written notice of cancellation no later than 60 days prior to the opening date of the Event. **Exhibitors canceling within 60 days of the opening date of the Event are 100% liable for the total exhibit fee.** Because these dates are related to the Event date and not to the date of this agreement, these dates shall apply regardless of the date on which this agreement is executed. This amount is considered to be liquidated and agreed upon damages, for the injuries COBA will suffer as a result of Exhibitor’s cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause COBA to sustain damages. In this situation, COBA’s damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this as a valid pre-estimate of these damages. The date of cancellation shall be the date COBA receives written notice. COBA reserves the right to treat an Exhibitor’s downsizing of booth space as cancellation of the original space and purchase of a new booth space. An Exhibitor may be required to move to a new location if it requests downsizing of space.
7. **Payment of Deposit** - Exhibitor agrees to submit a deposit with this application and agreement. The amount of the deposit shall be no less than the membership or non-member fee and 50% of the rental fee due on the Application for Lease of Display Space. If application is made for lease of display space after February 20, 2023 payment in full must be made with application.
8. **Cancellation by COBA** - Exhibitor agrees to pay the balance of the fee by no later than February 20, 2023. If Exhibitor fails to make a payment required by this agreement in a timely manner, COBA may terminate this agreement, and the Exhibitors participation in the Event, without further notice and without obligation to refund monies previously paid. COBA reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payments due to COBA. COBA is expressly authorized to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability herein. COBA may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on COBA’s part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If COBA removes or restricts an exhibit that COBA considers to be objectionable or inappropriate, no refund will be due to Exhibitor.
9. **Cancellation of Event** – If COBA cancels the Event due to circumstances beyond the control of COBA (such as, but not limited to, acts of God, acts of war, governmental emergency, labor strike, or unavailability of the Exhibit Facility), COBA shall refund

to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of COBA to Exhibitor. COBA reserves the right to cancel, re-name, or re-locate the Event or change the dates on which it is held. If COBA changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but COBA shall assign to Exhibitor, in lieu of original space, such other space as COBA deems appropriate and Exhibitor agrees to use such space as under the terms of this contract. If COBA elects to cancel the Event other than for a reason previously described in this paragraph, COBA shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of COBA to Exhibitor.

10. **Exhibit Space Occupancy** - Hours and dates for installing, occupying and dismantling exhibits shall be those specified by COBA in the Exhibitor packet. If Exhibitor fails to install its display in its assigned space by end of the exhibitor move-in time or leaves its space unattended during the Exhibit hours, COBA shall have the right to take possession of the space and no refund will be due to the Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until Event is officially closed by COBA.
11. **Listings & Promotional Materials** – By Exhibiting at the Event, Exhibitor grants to COBA a fully-paid, perpetual non-exclusive license to use, display, and reproduce the name, trade names and product names of the Exhibitor in any directory (print, electronic, or other media) listing the exhibiting companies at the Event and to use such names in COBA promotional materials. COBA may also take photographs of Exhibitor's booth space, exhibit, and personnel during, before or after the open hours of the Event and use such photographs for any COBA promotional purpose.
12. **Care of the Exhibit Facility** - Exhibitor shall promptly pay for any and all damages to the Exhibit facility or associated facilities, booth equipment or the property of others caused by Exhibitor.
13. **Taxes and Licenses** – Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of COBA.
14. **Copyrighted Materials** – Exhibitors shall not play or allow playing, performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees, etc.
15. **Observance of Laws** – Exhibitor shall abide by and observe all federal, state, and local laws, codes, ordinances, rules and regulations of the Exhibit Facility (including any labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.
16. **Insurance** - Exhibitor shall, at its own expense, secure and maintain through the term of this agreement, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitors obligations under this paragraph. A) Workers' Compensation insurance; B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products, or liquor liability (if applicable); C) 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 operators. If requested a Certificate of Insurance satisfactory to COBA, shall be furnished to COBA sixty (60) days before the first Day of the Event. Certificates of Insurance shall provide that they may not be cancelled without 30 days prior advance written notice to COBA.
17. **COBA Exhibitor Packet** - COBA will send an Exhibitor Information Packet to the designated Exhibitor representative when full payment has been received from the Exhibitor. The packet will include information integral to participation at the Event, including but not limited to additional exhibitor rules and regulations, exhibitor display rules, and move-in move-out schedules. It is the exhibitor's responsibility to provide an accurate mailing address to which the exhibitor packet is mailed.
18. **Incorporation of Rule & Regulations** - Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this agreement shall be subject to determination by COBA in its sole discretion. COBA may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to the Exhibitor. Any such rules and regulations are an integral part of this agreement and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by COBA as soon as these additional rules or regulations are communicated to the Exhibitor.
19. **Installation & Dismantling** – Exhibitors have move-in and move-out times as indicated in the Exhibitor Packet. Failure to remove an exhibit in the allowed time will afford COBA the right to remove and place same in a warehouse, subject to the Exhibitor's disposition, and/or ship to Exhibitor via common carrier with all charges to follow at no liability to COBA. **All exhibits must remain intact until the Event is officially closed.**
20. **Exhibit Guidelines** – Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Each Exhibitor agrees to exhibit only products that it manufactures, represents or distributes and to display them in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under the control of COBA and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of COBA. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any

and all advertising distribution must be made from Exhibitors booth space. Strolling entertainment or moving advertisements outside of an Exhibitors exhibit space is prohibited.

21. **General Terms and Conditions** – COBA has sole control over attendance policies. Except as provided to the contrary in this contract all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, COBA in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of COBA.
22. **Assumption of Risks; Releases** - Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation to all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of the Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither COBA nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to the Exhibitor regardless of whether the property is signed for by COBA. Neither COBA nor the Exhibit 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, theft, damages and liabilities described in this paragraph.
23. **Indemnification** - Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to COBA), and hold COBA and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with (a) Exhibitors participation or presence at the Event, (b) any breach by Exhibitor or any agreements, covenants, promises or other obligations under this agreement, (c) any matter for which Exhibitor is otherwise responsible under the terms of this agreement, (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right, (e) any libel, slander, defamation or similar claims resulting from the actions of the Exhibitor, (f) harm or injury (including death) to Exhibitor, and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.
24. **Limitation of Liability** - Under no circumstances shall COBA, or the Event Facility, be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall COBA's maximum liability under any circumstance exceed the amount actually paid to COBA by the exhibitor for exhibit space rental pursuant to this agreement. COBA makes no representations or warranties, express or implied, regarding number of persons who will attend the Event or regarding any other matters.
25. **Violation of Rules & Regulations** - Violation of these rules and regulations, as well as those published in the Exhibitor Packet, will afford Show Management the right to execute one or more of the following remedies: 1) the Exhibitor may be prohibited from exhibiting at the current year's Exhibition and will forfeit all booth payments 2) the Exhibitor may be prohibited from exhibiting at the following year's event. Provided however, that the imposition of one or more of these remedies by Show Management shall not in any way limit available remedies provided in other provisions of the contract or by law.
26. **Governing Law** - This contract is governed by the laws of the State of Oregon as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Oregon shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Bend, Oregon.