



# 2021 Oregon Waterfowl Festival Sponsor/Exhibitor Contract

## Sponsor Information

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Website Address:** \_\_\_\_\_

**Sales & Marketing Contact:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Company Contact (For Public Purposes):** \_\_\_\_\_ **Accounts Payable Contact:** \_\_\_\_\_

**Signature Required: Agreed to by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*We understand this application becomes a binding contract when accepted by the Oregon Waterfowl Festival. We agree to abide by the attached Terms and Conditions.*

## Sponsorship Type

**Sponsorship Level:**

<b>Sponsor</b> <b>\$300</b>	<b>Exhibitor</b> <b>\$100</b> (Cash only)
<input type="checkbox"/>	<input type="checkbox"/>

*\*Event Sponsors and Exhibitors will be given a 10x20 Grass space in the park that they may setup and display their products. OWF will supply each sponsor/exhibitor one 6' table and two chairs. All tents or backdrops are the responsibility of the Sponsor/Exhibitor. Sponsors will receive VIP Parking and labeled in all media written/online as an Event Sponsor.*

*\*We require 50% of the payment be made in cash. In addition, 50% of retail, or cost, whichever is less, will be used for value. We cannot accept MSRP as a value basis. All products must be approved by the President or Vice President of the OWF. All products/Trades must be received no later than September 15, 2021 or they will not be considered.*

**Sponsorship Type:**  **Cash**  **Cash and Products** (See note below. Important info about trades.)

**Payment Method:**  **Credit Card**  **Cash and Products**  **\*Products:** \_\_\_\_\_

**Checks: Make checks payable to "Oregon Waterfowl Festival." See remittance address below.**

**Check One:**  **MasterCard**  **Visa** **Credit Card Number:** \_\_\_\_\_ **Expiration Date** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Print Name (as it appears on card):** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_

## Payment Instructions

*Sponsorship Contracts are Due by September 15, 2021*

**Step 1** Check: **If paying by check and/or products, include the signed contract, your check, and a detailed product list indicating YOUR cost of goods. MSRP will not be accepted as a means of establishing sponsorship value.**

**Credit Card: If paying by credit card and/or products, include the signed contract, credit card information with signature, and a detailed product list indicating YOUR cost of goods. MSRP will not be accepted as a means of establishing sponsorship value.**

**Step 2** Mail to: **Oregon Waterfowl Festival 32215 SW Unger Rd Cornelius, OR 97113**

## Contract Agreement

*Please read the terms and conditions on the backside of this agreement before executing.*

*Do not complete below this line. For Oregon Waterfowl Festival Management*

<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
<b>Check Received</b>	<b>Date</b>	<b>Products Received</b>	<b>Date</b>

**Application Accepted By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Contract Agreement

1. Defined terms: **Oregon Waterfowl Festival (OWF)**, currently scheduled to be held on September 18<sup>th</sup> & 19<sup>th</sup> 2021 at Brown Park in Gaston, OR. "Event" is owned, produced and managed by the Oregon Waterfowl Festival. "Organizer" means collectively, OWF, its officers, directors, agents, affiliates, representatives, employees and assigns unless the context requires otherwise. "Exhibitor" means, collectively (i) the company that applied for the exhibit space rental and agreed to enter into this contract upon acceptance by OWF in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and or invitees, as applicable.

2. Contract Acceptance: **Contract is binding once signed.**

3. Assumption of Risk: Releases: **Exhibitor assumes all risks associated with, resulting from or arising in connection with exhibitor's presence at the event, including with out limitation, all risks of theft, loss, harm, damage or injury to any person (including death) property business or profits of 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 area) including any subrogation claims by its insurer. Neither Organizer nor the Exhibit facility shall be liable for, and exhibitor hereby releases all of them from, and covenants not to sue for damages and indemnify the OWF from any claims arising from their participation in this event.**

4. Limitation of Liability. **Exhibitor shall provide insurance for their own property and other property against loss, theft or damage. The OWF and the facility while providing reasonable security during the event, cannot assume liability for property in any way. It is the exhibitor's sole responsibility to secure and insure their own property.**

5. Qualifications & Booth Placement. **OWF reserves sole right to exclude any exhibitors that are not appropriate to this event. OWF will assign booth and exhibitor spaces in their sole discretion and may change that assignment as necessary up until the day of the event.**

6. Cancellations. **If OWF is responsible for cancellation, 100% of monies will be refunded to exhibitors. This does not include cancellation due to offensive or inappropriate materials/exhibits or activities that would cause cancellation during the event. Nominees will be returned in that case. If an exhibitor cancels within 30 days of the event, their payments will be returned less 25% which will be retained as liquidated damages for preparations/work accomplished for that exhibitor. Any cancellations by exhibitors within 45 days of the event will be reviewed by the OWF Board of Directors for a decision on any refunds which may be granted, however, the OWF will be under no obligation to do so. Cancellation of the event outside OWF responsibility, (Acts of God, war, governmental actions, labor strikes, unavailability of facilities) will result in a return of exhibitor monies less a prorated amount equally distributed by all, to cover costs incurred by the OWF up to that point. The OWF will assume no other liability for exhibitor costs (travel, losses, or otherwise). The OWF will be responsible to notify Exhibitors of any cancellations as soon as possible upon receipt of any such notification.**

7. Exhibitor Booth/Space Set-up and Use. **Exhibitor set-up will occur on Friday September 17<sup>th</sup> beginning at 12:00 p.m. and will be completed by 9:00 am on Saturday, September 18<sup>th</sup>. Exhibitors should check in at the Vendor table upon arrival in the event a vendor packet was not mailed to you**

**previously. Early arrivals may have to wait to begin booth preparations or to gain access to the vendor area. Use of exhibitor areas will be confined to assigned space and allow free flow of attendees. Uses of offensive or inappropriate materials are expressly forbidden. Advertising by exhibitors is limited to the assigned space unless otherwise permitted by OWF. Exhibitors agree to maintain their spaces throughout the event and will not take-down their displays prior to 3 p.m. on Sunday, September 19<sup>th</sup>. Failure to follow this agreement will result in a levy of an additional \$500.00 payable to OWF within 30 days of the event. Any damages to facility by the exhibitor shall be paid promptly.**

8. Listings and Promotional Materials. **Exhibitors agree to allow OWF to use promotional logos, materials to advertise and promote the event before, during and after the event. The OWF is not responsible for any errors that may occur, however, should any errors occur, will correct them as soon as possible upon notification.**

9. Taxes, Licenses, Insurance, Copyrights and Observance of Law. **Exhibitors will be solely responsible for any taxes and licenses required or levied for the event. Exhibitors will be required to indemnify the OWF and to have such insurance as is necessary to cover any damages that may occur as appropriate to their business and conduct of business. Exhibitors are also responsible for any coverage for workman's compensation for employees Exhibitors will observe all copyright or trademark laws as appropriate. Observance of local, state and federal laws as well as OWF rules, facility regulations for use, labor union laws that apply and American Disabilities Act will be enforced. All laws are governed by the State of Oregon for this event.**

10. Sound and Video Use. **Exhibitors need to use reasonable care in sound levels so it does not detract or disturb other exhibitors or festival attendees. Use of video projections shall likewise be limited to assigned space with reasonable brightness.**

11. Fire Safety. **All materials in exhibitor areas need to pass any fire marshal inspections. Hazardous materials shall not be stored in exhibitor spaces, open flames are prohibited; no smoking is permitted in fair-ground buildings.**

12. Sub-letting. **No sub-letting or sharing of exhibitor space is permitted without prior approval by the OWF.**

13. Freight Shipment. **The OWF assumes no responsibility for freight shipments. Exhibitors need to meet any deliveries with their own personnel. Coordination for location for loading operations with OWF is needed prior to arrival of freight. Deliveries that arrive without notice or personnel from the exhibitors will be delayed until the responsible party arrives.**

14. Entire Agreement. **This contract agreement supersedes all previous verbal or written agreements between the Exhibitor and the Oregon Waterfowl Festival Association (OWF).**

Agreed to by: \_\_\_\_\_

Date: \_\_\_\_\_