

Agreement for Lease of Space in the Spring Home & Garden Show March 13-15, 2009

Weber County Fairgrounds
1000 North 1200 West, Ogden Utah
Fri & Sat: 10:00 a.m. to 8:00 p.m.
Sunday: 10:00 a.m. to 4:00 p.m.

This agreement made in Ogden Utah, on _____, by and between Ogden Publishing Corp., d/b/a Standard-Examiner, ORGANIZER hereafter, and (please print)

Business Name _____

Contact Name _____

Address _____

Phone _____ City _____ State _____ Zip _____

ORGANIZER and EXHIBITOR hereby agree as follows:

1. ORGANIZER leases to EXHIBITOR booth space in the Spring Home & Garden Show hereafter, to be held Friday, Saturday and Sunday March 13-15, 2009 for exhibition of the following (items) to be specific:
2. Booth Space is priced at \$650 per booth. Corner booth space is priced at \$750. Discounts offered on multiple booths. Inside booth vendors receive a 2 x 2 ad with the cost of their booths.

Inside Booth Costs

Aisle Booth	\$650 _____	Booth # _____	Discount (if any) _____	Cost _____
Corner	\$750 _____	Booth# _____	Discount (if any) _____	Cost _____
Outside Booths	\$150 _____	Booth# _____	Discount (if any) _____	Cost _____

3. EXHIBITOR shall not, without prior written consent of ORGANIZER, assign or sublet any part of this lease.

4. EXHIBITOR agrees to occupy said space for the full time of the exposition. It is further agreed that if said EXHIBITOR does not occupy space contracted for or fails to comply in any other respect with the terms of this agreement, that the ORGANIZER shall have the right, without notice to the EXHIBITOR, to sell such space or any part thereof at the highest obtainable price. Therefore, the EXHIBITOR, failing to occupy said space or comply with any of the provisions of the agreement, agrees to pay the entire contract price, as loss and/or damage suffered by said ORGANIZER on account of such failure. Notification of cancellation must be made 15 days prior to the opening of the Show. Fifty percent of the full payment will be forfeited if cancellation occurs after the 15-day leeway. If notification of cancellation is made 5 days prior to the opening of the Show, full payment will be forfeited. EXHIBITOR must have his space set up by 10:00 a.m. on Friday, March 13, 2009. If EXHIBITOR has failed to set up by said time, he will forfeit space and any payments and/or entire contracted price.

5. The conditions, rules and regulations attached to this agreement are hereby made a part hereof and are incorporated herein by reference, and the EXHIBITOR further agrees to be bound by ORGANIZER'S interpretations of said conditions, rules and regulations in the event a dispute should arise concerning them.

6. ORGANIZER will not be responsible for any loss by fire, theft, wind, storm, explosion, or any other cause whatsoever, to any property belonging to EXHIBITOR, nor is ORGANIZER responsible for damage from loss of occupancy or other loss to EXHIBITOR by destruction or damage to the exhibit area. EXHIBITOR releases ORGANIZER from any and all responsibility for theft or damage to equipment, booths or displays within the booths - by fire, rain, accident or any other cause whatsoever. EXHIBITOR assumes full and total responsibility for all patrons of the Show, who enter EXHIBITOR'S booth and releases and agrees to indemnify ORGANIZER from any claims by any patron concerning the goods or services EXHIBITOR displays, provides or sells at or in

connection with Show. EXHIBITOR agrees to bear full responsibility for any damage caused to the exhibition facility by EXHIBITOR, his agents or employees during Show and while setting up or removing his booth(s). EXHIBITOR agrees to indemnify, hold harmless, and covenants not to sue ORGANIZER for any and all liability, real or alleged, arising out of or in connection with this lease agreement. EXHIBITOR agrees to pay all costs of collection, default, breach or enforcement hereunder, including reasonable attorney's fees.

7. ORGANIZER requests EXHIBITOR to provide ORGANIZER before commencing to set up booth(s) an original Certificate of Insurance indicating EXHIBITOR has the following minimum limits of insurance:

Commercial General Liability: \$300,000 combined single limit per occurrence for bodily injury personal injury and property damage.

Workers Compensation and Employer's Liability: Workers Compensation limits as required by the State of Utah but with Employer's Liability limits of not less than \$100,000/\$500,000/\$100,000 per accident.

EXHIBITOR will name ORGANIZER, as well as Weber County Fairgrounds as additional named insurers under EXHIBITOR'S policy. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided canceled, reduced in coverage or in limit except after thirty days written notice. Endorsements and notice shall be made to ORGANIZER at:

**Ogden Publishing Corporation
Attention: Home & Garden Show
332 S. Ward Avenue
P.O. Box 12790
Ogden, UT. 84412-2790**

8. This agreement contains the entire understanding of the parties and no oral or other representation not contained herein shall be binding upon the parties hereto.

9. EXHIBITOR AGREES TO HOLD ORGANIZER HARMLESS TO ALL LIABILITY ISSUES PERTAINING TO THIS SPRING HOME & GARDEN SHOW.

IN WITNESS WHEREOF, ORGANIZER and EXHIBITOR have signed this instrument the day and year first above written.

OGDEN PUBLISHING CORPORATION (ORGANIZER)

By _____ /title _____ Date _____
(EXHIBITOR)

By _____ /title _____ Date _____
(ORGANIZER)

2009 Spring Home & Garden Show Conditions, Rules and Regulations

ORGANIZER will admit the public to the Show with a charge of \$2. ORGANIZER will furnish backdrops and side dividers for each booth, one table, up to two chairs and a small sign identifying EXHIBITOR as a part of this lease. EXHIBITOR assumes all other costs such as table skirting, additional lighting, additional signage, carpeting, etc. ORGANIZER will facilitate a third party (Diamond Rental) from whom EXHIBITOR may rent these extra items during the days of set up. EXHIBITOR will use drip pans under any electric motor used in display and will keep aisles at least ten feet wide and uncongested. EXHIBITOR agrees not to nail or glue anything to the floor, walls or ceiling. **(Please bring your own extension cords, scissors, tape, and handcars for your own use.)**

Set Up and Take Down:

EXHIBITOR may set up Thursday March 12, 2009 from 10:00 a.m. to 8:00 p.m. or Friday March 13, 2009 8:00 a.m. to 9:00 a.m. EXHIBITOR booths must be dismantled Sunday March 15, 2009 4:00 p.m. to 8:00 p.m. or Monday March 16, 2009 8:00 a.m. to noon. Everyone must be out Monday by noon or you will be fined not less than \$500. Security will be provided during the regular show hours and fairground security will patrol the buildings during the nights of March 13-15. Doors will not be opened to the public prior to posted show times each day and will be locked and chained promptly after the show closes each night. The **EXHIBITOR** is responsible for securing his goods and display items during set up and take down hours as well as manning his booth **during regular show hours.**

Reserving Booth Space:

Booths are sold on a first come, first served basis and are expected to sell-out, there is a cap on all related businesses. A waiting list will be maintained in the order requests for space that are received after sell-out.

Booth Selection:

The EXHIBITOR should choose a booth or booths shown on the maps attached and call the Standard-Examiner at 625-4559 to check availability. EXHIBITORS may tentatively reserve booth space, then send or deliver this contract and check to,

**Standard-Examiner,
332 S. Ward Ave.
P.O. Box 12790
Ogden, UT. 84412**

Booth space will be reserved for one week only.

Please reserve (total number) _____ booth(s).

Booth number(s) requested _____. (Please refer to enclosed maps.)

Add \$200 if a telephone line is required (available in Exhibition building only).

Enclose full payment for all booths requested and telephone line.