

**Agreement for Lease of Space in the  
2010 Spring Home & Garden Show  
March 5-7, 2010  
Golden Spike Event Center**

This Agreement is entered into on \_\_\_\_\_, by and between Ogden Publishing Corp., d/b/a Standard-Examiner (the "ORGANIZER"), and

\_\_\_\_\_

\_\_\_\_\_, whose address is

\_\_\_\_\_ and whose

phone number is \_\_\_\_\_ (the "EXHIBITOR").

**ORGANIZER and EXHIBITOR hereby agree as follows:**

1. Event. Subject to the terms and conditions of this Agreement, ORGANIZER leases to EXHIBITOR the booth space described in Section 2 of this Agreement for the 2010 Spring Home & Garden Show to be held March 5-7, 2010 at the Golden Spike Event Center (the "EVENT") for exhibition of the following item(s) (be specific):

\_\_\_\_\_.

2. Booth Space. EXHIBITOR agrees to lease \_\_\_\_ (number of booths) booth(s) at the agreed upon price of \$675 aisle \$775 corner per booth. The total cost to lease said booth(s) is \$\_\_\_\_\_ (the "CONTRACT PRICE"). ORGANIZER will furnish side dividers for each booth, one table, up to two chairs as a part of this Agreement. EXHIBITOR assumes all other costs such as additional lighting, signage, carpeting, etc. ORGANIZER will facilitate a third party from whom EXHIBITOR may rent these extra items. The leased booth space shall be used exclusively by EXHIBITOR for the exhibition of the items described in Section 1 of this Agreement. EXHIBITOR shall not represent more than one business.

3. Booth Selection and Availability. Subject to availability, EXHIBITOR desires to lease booths indicated on the "Reservation of Booths" attached hereto as Exhibit #1; provided, however, that booths are leased on a first come first served basis and if the desired booth is not available, ORGANIZER may substitute a different booth to be occupied by EXHIBITOR.

4. No Assignment. EXHIBITOR shall not, without prior written consent of

ORGANIZER, assign or sublet any part of this Agreement or the leased booths.

5. Failure to Comply. If ORGANIZER determines that EXHIBITOR has failed to comply with any provision of this Agreement or the attached Rules of Use, ORGANIZER shall have the right to remove EXHIBITOR from the EVENT and, in which case, EXHIBITOR shall not be entitled to a refund of the Contract Price.

6. Failure to Occupy Leased Booths. EXHIBITOR agrees to occupy the leased booths for the full duration of the EVENT. If EXHIBITOR does not occupy the leased booths for the duration of the EVENT or fails to comply in any other respect with the terms of this agreement, ORGANIZER shall have the right but not the obligation, without notice to the EXHIBITOR, to lease such booths or any part thereof to a third party. In addition, if EXHIBITOR fails to occupy the leased booths for the duration of the EVENT or comply with any of the provisions of this Agreement, EXHIBITOR shall pay the entire contract price as liquidated damages.

7. Notice of Cancellation. If EXHIBITOR desires to cancel this Agreement, EXHIBITOR shall notify ORGANIZER of its desire to do so at least 15 days prior to the EVENT. If EXHIBITOR cancels this Agreement without providing 15 days advance notice, EXHIBITOR shall forfeit fifty percent of the Contract Price; provided that if notification of cancellation is made less than 5 days prior to the opening of the EVENT, EXHIBITOR shall forfeit the entire Contract Price.

8. Set Up and Take Down. EXHIBITOR may set up from 10:00 a.m. to 8:00 p.m. on Thursday, March 4, 2010. EXHIBITOR must have his space set up by an hour before the EVENT is scheduled to begin. If EXHIBITOR has failed to set up by said time, EXHIBITOR will forfeit the leased booths and any payments and/or the entire Contracted Price. Booths may be dismantled 4:00 p.m. to 6:00 p.m. on Sunday, March 7, 2010. All items must be removed Monday by noon or they will be fined. The EXHIBITOR is responsible for securing his goods and display items during set up and take down hours.

9. Disruptive Behavior. If ORGANIZER determines that the conduct of EXHIBITOR is disruptive to the EVENT or that EXHIBITOR is not acting in a courteous and professional manner, ORGANIZER may remove EXHIBITOR from the EVENT and, in which case, EXHIBITOR shall not receive a refund of the Contract Price.

10. Waiver of Liability. ORGANIZER will not be responsible or liable for any damage or loss incurred by EXHIBITOR as a result of fire, theft, wind, storm, explosion, or any other cause whatsoever. ORGANIZER is not 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 EVENT who visit or 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 the EVENT. EXHIBITOR agrees to bear full responsibility for any damage caused to the exhibition facility by EXHIBITOR, his agents or employees during the EVENT 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 Agreement. EXHIBITOR agrees to pay all costs of collection, default, breach or enforcement hereunder, including reasonable attorney's fees.

**\*\*\*\*Initial here to show your acceptance of Section 10 \_\_\_\_\_\*\*\*\***

11. Certification of Insurance. EXHIBITOR shall 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 of \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage. Workers Compensation and Employer's Liability (if applicable). EXHIBITOR will name ORGANIZER, as well as \_\_\_\_\_ (event location) 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: Promotions@standard.net  
332 South Ward Avenue  
P.O. Box 12790  
Ogden, UT 84412-2790**

12. Entire Agreement. 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.

13. Interpretation of Agreement. In the event of disagreement regarding the meaning or interpretation of this Agreement, the interpretation of ORGANIZER shall govern.

[Signature Page Follows]

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

**ORGANIZER:**  
Ogden Publishing Corporation

By: \_\_\_  
Name: \_\_\_\_\_  
Title: \_  
Date: \_

**EXHIBITOR:**

By: \_\_\_  
Name: \_\_\_\_\_  
Title: \_  
Date: \_

**EXHIBIT #1**

**RESERVATION OF BOOTHS**

**Reserving Booth Space:** Booths are sold on a first come, first served basis and are expected to sell-out. A waiting list will be maintained in the order of requests, for spaces to be received after sell-out.

**Booth Selection:** The EXHIBITOR may choose a booth or booths shown on the attached maps, write that number or numbers below and send this contract along with a check payable to the Standard-Examiner, for the booth or booths selected. If the desired booths are not available, ORGANIZER may substitute different booths to be occupied by EXHIBITOR.

EXHIBITORS may call 625-4559 to tentatively reserve booth space, then send or deliver this contract and check to

Spring Home & Garden Show,  
Standard-Examiner,  
332 South Ward Avenue,  
P.O. Box 12790,  
Ogden, Utah 84412-2790.

Please reserve (total number) \_\_\_\_\_ booth(s).

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

**Enclose full payment for all booths requested.**

**Booth space will be reserved for two weeks only. If payment has not arrived in this time period, this space will become available for rent to another exhibitor. No one will be allowed to set-up without first providing payment in full.**