

Four States Ag Expo 2017 Presentation Agreement

March 16-18, 2017 • Montezuma County Fairgrounds, Cortez CO



Presenter Name _____

Name for publicity, if different _____

Mailing Address _____

City, State, Zip _____

Phone (office) _____ Mobile (at Ag Expo) _____

Email _____ Website _____

Contractual Sponsor (s): _____

Sponsor recognition: Required *Requested*

Overall Program Title: _____

Presentation frequency and duration: _____

Session Titles: *Please also indicate location (s): Ag Adventure Pavilion Show Ring Event Pavilion*

Thursday #1 _____ #2 _____

Friday _____

Saturday _____

In exchange for these presentations, the Four States Ag Expo will provide:

Booth Location # _____ Booth size _____ Tables needed _____

A.V. equipment requested from Ag Expo: _____

Unless requested here, Presenter is presumed to supply his/her own P.A., electronic, or A-V equipment.

Other special requests: _____

Ag Expo will make every reasonable attempt to honor requests but cannot guarantee fulfillment.

- Unless otherwise noted, each presenter receives one parking pass and two 3-day admission passes. Additional 3-day admission passes are available at check-in for \$15/each; single day admission for \$5/day.
- Livestock: Presenter, owner or agent responsible for any animal participating in Ag Expo must complete separate Livestock Exhibitor Contract, all terms of which apply including health stipulations. No animals will be unloaded without executed Livestock Exhibitor contract and specified health papers. All animals must be checked in or out by Ag Expo livestock management prior to unloading or loading. See also page 2 of this agreement for further notes.
- Be our guest! Exhibitor/Sponsor/Volunteer Appreciation Party Thursday: # attending _____

This is a two-page agreement. Signatures denote agreement to all terms and conditions on both pages. Initial Pg. 2

Presenter: _____ Date: _____

Ag Expo: _____ Date: _____

Please send signed, dated copy of this agreement to **Four States Agricultural Exposition**,
PO Box 3758, Durango, CO 81302 or email to: info@fourstatesagexpo.com • (970) 529-3486 •
www.fourstatesagexpo.com

An executed copy will be returned to you.

2017 Presenter Terms and Conditions

1. Entities referred to in this document are defined to mean: Four States Agricultural Exposition (which hereinafter may be referred to as "Ag Expo") includes its Directors, Management, Staff, Volunteers, Guests and family of these; "Presenter" includes contracting individual or business entity, and any staff, personnel, guests, family and volunteers under Presenter's direction.
2. Presenter will carry out the agreed upon scope with professional conduct and give first priority to the best interests of Ag Expo.
3. Unless otherwise noted herein, Presenter is expected to remain on the premises and available to the public during the entire show: Thursday and Saturday, 9 am-5 pm; Friday 9 am—6 pm.
4. Booth space and pens will be assigned by the Ag Expo.
5. Schedule and location (s) of presentations are determined Ag Expo. Published schedule may change without notice.
6. Publicity materials (biography, photo, presentation titles and details) are due by November 1, 2016 to allow for adequate publicity.
7. **Liability insurance:** *Presenter agrees to carry for the period of Presenter's presence at the Ag Expo, policies of comprehensive Commercial General Liability Insurance and Contractual Liability Insurance specifically including but not limited to contractual liability, bodily injury, property damage and product liability, in an amount not less than \$1,000,000 Single Limit and not less than \$2,000,000 Aggregate Limit. Ag Expo, and its Directors, Officers, Employee, Management, and Volunteers shall be named as additional insured. **Presenter will furnish certificate of insurance without exception before move-in.***
8. **Indemnification:** Presenter shall indemnify, defend, save and hold harmless Ag Expo, its Directors, incorporators, Officers, Employee, Volunteers, Agents, Consultants, and Sponsors from any and all actions, causes of action, claims, demands, losses, damages, costs, attorney fees, judgments, liens, indebtedness and liabilities whatsoever in any form or on any basis, arising from or related to, directly or indirectly, the Presenter's presence at or participation in the Ag Expo, whether caused by any act or omission of Ag Expo or some other cause, except for injury or damage caused exclusively by willful or wanton conduct of Ag Expo.
9. **Damages:** Presenter shall pay Ag Expo for any damages caused to Montezuma County Fairgrounds ("MCF") facilities and to any equipment, furnishings and materials belonging to, rented by, or in the care of Ag Expo. **Presenter is responsible for any damages caused while on MCF premises by the operation or parking of vehicles for which Presenter is responsible.**
10. MCF requirements: Presenter shall adhere to all requirements of the MCF Master Contract, except that when Ag Expo requirements are more stringent, Ag Expo's shall apply. A copy of MCF contract is posted at www.FourStatesAgExpo.com and is available upon request.
11. **Montezuma County explicitly prohibits dogs at all times inside any Fairgrounds building without exception and on the grounds excepting only those participating in specific events. This ordinance is heavily enforced by MCF management. No dogs to be left in vehicle.**
12. Ag Expo assumes no responsibility for any illness, accident, injury or mishap which may befall Presenter, Presenter's employees or volunteers, or for any damage to or loss of Presenter's property or the property of Presenter's employees or volunteers. Ag Expo assumes no responsibility for disease outbreak or spread, illness, injury or death of livestock or other animals.
13. Security: The presence of security personnel does not constitute acceptance of any responsibility by Ag Expo for security of the Presenter's products but is merely to assist during the show. Ag Expo will not provide grounds security after close of show on Saturday.
14. Ag Expo makes no guarantee of sales or visitor volume or type, nor does Ag Expo offer anyone the exclusive rights to sell or display specific merchandise or services.
15. Presenter is responsible for group members, booth staff and volunteers adhering to these terms and conditions.
16. Presenters are responsible for the behavior of any minors in their care; children should remain under adult supervision at all times.
17. Child lost center on site.
18. **Check-in and set-up is Wednesday, March 15 from 8 a.m.—8 p.m. NO CHECK-IN AFTER 8 P.M. Check in at designated location before unloading.** Exhibits must be in place by 8 pm Wednesday.
19. **Additional information will be sent to Presenter by March 1.**
20. Space is limited to area assigned; no set up allowed in un-numbered locations.
21. **Pick up passes at check-in;** beginning Thursday morning, everyone age 16 or over without an appropriate wristband or pass must pay admission. This includes Presenters and their personnel. Presenter will distribute any passes and/or wristbands acquired for others.
22. **After 8 p.m. Wednesday, no vehicles will be allowed in the main show area. ONLY livestock vehicles will be allowed grounds access, ONLY to the livestock areas and ONLY before 8:30 a.m. and after the close of show daily. At all other times VEHICLES MUST BE PARKED IN DESIGNATED LOTS. We take safety seriously, and there will be NO exceptions.**
23. **Licenses / Permits:** Presenter shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the Four States Ag Expo. Presenter shall be responsible for paying all taxes, license fees or other charges that may become due to any government authority in connection with their activities at the exposition.
24. **Demonstration Animals:**
 - a. It is the presenter's responsibility to arrange for demonstration riders and/or animals.
 - b. Presenter agrees to furnish Ag Expo with contact information for demo animal owners no later than February 15, 2017.
 - c. Owner or agent (including Presenter) responsible for any animal participating in Ag Expo must complete separate Livestock Exhibitor Contract, all terms of which apply including health stipulations. No animals will be unloaded on premises without executed contract and specified health papers.
 - d. All animals must be checked in and out by Ag Expo livestock management prior to unloading and loading.
 - e. **Before commencing relevant activity, anyone riding, driving or otherwise participating in clinic or event during the Four States Ag Expo must sign and initial both pages of this contract releasing Ag Expo and MCF of liability.**
 - f. Ag Expo has a zero-tolerance policy on animal cruelty and requires reasonable care be taken of all animals on the premises.
 - g. See Livestock Exhibitor Contract for other terms and conditions and specifics relating to demo animals.
 - h. There is no charge for demo animal pens; owner or agent for demo animal will receive 1 single-day admission for each day of demonstration.
24. *The Four States Ag Expo reserves the final and absolute right to deny entry to or require removal without recourse or refund of any person, animal, personal property, sign, printed material or other thing for any reason deemed by the Four States Agricultural Exposition, in its sole discretion*