

## EXHIBITOR AGREEMENT

This Exhibitor Agreement, (“the Agreement”) dated as of the signature date below, is between the Calhoun County Fair Association (“the Association”) and \_\_\_\_\_ (“Exhibitor”) for the reservation of an exhibitor space located in or outside the K-Mar Building located on the Calhoun County Fair Grounds (“the Space”) for the duration of the Calhoun County Fair (“the Fair”) on September 8, 9, 10, and 11, 2022.

1. **Fee.** The fee for the Space shall be seventy-five (75) dollars in United States Currency (“Fee”) payable in advance by Exhibitor and may be paid by cash, check, or money order. This Agreement must be returned will payment no later than August 31, 2022. One (1) pass for admission to the Fair is included in the Fee.
2. **Facility.** The Space consists of approximately nine (9) feet frontage and approximately ten (10) feet in depth and may be in or outside the K-Mar Building. The Association agrees to furnish one (1) 110V electrical outlet per space to be used solely for the purposes of the Exhibitor’s exhibit. Exhibitor is prohibited from using electrical facilities for personal use (i.e., camper hookups). The Association reserves the right to change the Space at any time in its sole discretion.
3. **Space Designation.** Exhibitor may request a specific Space, but the Association reserves the right to assign each space in its sole discretion and the right to change an Exhibitor’s Space at any time.
4. **Set Up.** Exhibitor may set up its exhibit any time after the official opening of the Fair or at any time prior with permission from the Association.
5. **Security.** The Association shall provide a night watchman to guard the fairgrounds overnight, however, nothing in this provision shall be construed as an acceptance of liability by the Association or any type of guaranty.
6. **Restrictions on Sale.** The sale of weapons, including but not limited to, throwing stars, knives, projectiles, guns; the sale of silly string, snap-n-pops, colored hair spray, fart bombs, or anything resembling such; the sale of alcohol, cigarettes, drugs, and paraphernalia related to each; are prohibited. The Association reserves the right to restrict the sale of any Exhibitor product at any time.
7. **Termination.** This Agreement automatically terminates on the last day of the Fair at the close of the Fair. All material brought to the Fair by Exhibitor must be removed by the close of the Fair on the last day of the Fair. Exhibitor shall leave the Space in broom clean condition. The Association reserves the right to terminate this Agreement at any time in its sole discretion. Violation of any of the terms of this Agreement by Exhibitor shall result in the termination of this Agreement and forfeiture of the Fee by Exhibitor which shall be retained by the Association as liquidated damages.

8. **Liability.** The Association and Exhibitor hereby agree that Association shall not be liable for any and all loss or damage to any property brought into, or caused to be brought into the Fair by Exhibitor, nor for any personal injury to Exhibitor, its employees, or any third party.
9. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE ASSOCIATION AND EXHIBITOR, EXHIBITOR AGREES THAT IN THE EVENT ANY ASSOCIATION IS HELD LIABLE FOR ANY CLAIM FOR PROPERTY DAMAGE, BODILY INJURY AND DEATH (INCLUDING, WITHOUT LIMITATION, INJURIES FROM A SLIP AND FALL) BROUGHT BY EXHIBITOR, ITS EMPLOYEES OR THIRD PARTIES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, SURROGATES, OR ASSIGNEES, ARISING OUT OF OR IN ANY WAY RELATING TO OR RESULTING, IN WHOLE OR IN PART, FROM ASSOCIATION'S (OR ASSOCIATION'S SUB-CONTRACTOR'S) PERFORMANCE OF, OR ALLEGED FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT OR ANY OTHER BREACH OF THIS AGREEMENT, THEN SUCH LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY EXHIBITOR UNDER THIS AGREEMENT.
10. **Amendments.** No amendment to, or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each party.
11. **Assignment and Delegation.** Neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which party shall not unreasonably withhold its consent.
12. **Assigns.** This Agreement binds and benefits the parties and their respective permitted assigns.
13. **Severability.** If any provision of this Agreement is illegal or unenforceable that provision is severed from the Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.
14. **Governing Law.** The laws of Illinois, without regards to its conflict of laws principals, govern all matters arising under or relating to this Agreement, including torts.
15. **Forum Selection.** All actions or proceedings arising out of or related to this Agreement shall only be brought in a court of competent jurisdiction in Calhoun County, Illinois, or if venue does not lie in any such court only in a court of competent jurisdiction within the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of \_\_\_\_\_ by their respective agents thereunto duly authorized.

ASSOCIATION

By \_\_\_\_\_

Name: \_\_\_\_\_

EXHIBITOR

By \_\_\_\_\_

Name: \_\_\_\_\_