



**2009 Golden West Regional Fly-in**  
 Yuba County Airport (MYV) Olivehurst, California → June 12, 13 & 14, 2009  
**EXHIBITOR AGREEMENT**

Date \_\_\_\_\_

Please Print or Type

Company Name ("Exhibitor") \_\_\_\_\_  
 Company Representative \_\_\_\_\_ Title \_\_\_\_\_  
 Company Address \_\_\_\_\_ Telephone \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ CA Resale Permit # \_\_\_\_\_  
 E-mail \_\_\_\_\_ Web Site \_\_\_\_\_

**READ THE TERMS AND CONDITIONS ON REVERSE SIDE BEFORE SIGNING THIS AGREEMENT**

This Exhibitor Agreement ("Agreement") is entered into on the Date indicated above by and between Golden West Aviation Association, Inc. ("Golden West"), a California Corporation and the Exhibitor named above. The parties agree to be bound by this Agreement including the attached Terms and Conditions which are incorporated herein by reference. Golden West produces the annual Golden West Regional Fly-in and Exhibitor wishes to occupy exhibit space at the 2009 Golden West Regional Fly-In ("Fly-In") to be held at Yuba County Airport (MYV), California on June 12, 13 & 14, 2009 for the purpose of promoting/selling Exhibitors products/services.

Type of Exhibit	Number of Spaces	1 <sup>st</sup> Choice	2 <sup>nd</sup> Choice	Rate	Amount
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
<b>Tent Upgrade</b> (quote available on request)	_____	_____	_____	\$ _____	\$ _____
				Electric service -\$30.00 per space ( indoor exhibit space only)	\$ _____
				Telephone /line -\$20.00 per space ( indoor exhibit space only)	\$ _____
				<b>Total Exhibit Rental</b>	\$ _____
				Security Deposit	\$ <u>75.00</u>
				<b>Payment due with Agreement</b>	\$ _____

**PAYMENT TERMS:** A payment of at least one-half of the Total Exhibit Rental ("Rent") plus a Security Deposit must accompany this Agreement and any balance must be paid no later than May 1, 2009. Make checks payable to Golden West Aviation Association, Inc. No refunds of Rent will be made after May 1, 2009. **CERTIFIED CHECK OR MONEY ORDER IS REQUIRED AFTER May 1, 2009. Out of country checks not accepted. Must be in U.S. funds.** Any exhibit space not claimed by 12:00 Noon June 11, 2009 may be reassigned without refund. All times in this agreement are local time. **MAIL THE SIGNED AND COMPLETED AGREEMENT WITH PAYMENT TO:**

**Golden West Aviation Association, Inc.**  
**Attn. Exhibitor Services**  
**1364 Sky Harbor Drive**  
**Olivehurst, CA 95906**

**CONTACT:**  
**Peter Requa**  
**Exhibitor Coordinator**  
**peterrequa@goldenwestflyin.org**  
**Office: 916-645-7592 Cell: 916-204-7791**

**EXHIBIT ASSIGNMENTS - DO NOT ASSUME YOU HAVE A SPACE** - You have not been assigned an exhibit space unless and until you receive a copy of your Agreement with a Golden West authorized signature.

**APPAREL PRODUCTS** - Apparel products are subject to exclusive sales agreement with Golden West Aviation Association, Inc.

**PRODUCT/SERVICE LISTING** - List in detail the products and/or services you plan to sell. No other products will be allowed in your exhibit space.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SHIPPING** – Do not ship anything to Yuba County Airport, Olivehurst. For shipping instructions contact Exhibitor Coordinator for instructions.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Golden West Aviation Association, Inc. hereby accepts the above application and the following Exhibit has been assigned:

Exhibit Space number(s) \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
 Golden West Aviation Association, Inc. Authorized Signature

## TERMS AND CONDITIONS OF EXHIBITOR AGREEMENT

The following **Terms and Conditions** will govern the use and occupancy by Exhibitor of the leased Exhibit covered hereunder and the Exhibitor expressly agrees to be bound by and comply with such Terms and Conditions and authorizes Golden West Aviation Association, Inc. ("Golden West") to enforce such conditions as follows:

**APPLICATION FOR EXHIBIT** is to be made directly to Golden West which reserves the right to assign exhibit space, make rearrangements of floor plans, layouts, etc., and/or to make relocation of any exhibit space on the Fly-in Grounds. The Exhibitor agrees that any such rearrangement or relocation shall not nullify the Exhibitor's obligation to pay the Agreement amount. Fly-in Ground include all areas on our about Yuba County Airport that are under the direct control of Golden West.

**PRICE OF EXHIBIT SPACE** – See the 2009 Golden West Exhibit Space Price Sheet.

**PAYMENT** — Payment must be made as indicated and must accompany the completed signed Agreement. No out of country checks or post-dated checks will be accepted. Payment must include the Security Deposit. Only credit cards, certified checks, or money orders will be accepted after May 1, 2009. Golden West reserves the right to apply funds paid with this Agreement to any outstanding invoices which are past due in the name of the Exhibitor.

**STANDARD BOOTH EQUIPMENT**-- All standard indoor booths are furnished with two side dividers, one table and two chairs. No other equipment is furnished.

**ELECTRICAL** — A 120 volt AC, 750 watts electrical supply will be provided upon request for an additional amount of \$30 per space (*indoor exhibit space only*).

**TELEPHONE**.—A telephone line with a standard female jack will be provided upon request for an additional amount of \$20 per space. Exhibitor to contact AT&T at 800-339-3204 for other charges.

**PERMITTED DISPLAYS** – Exhibitor may install at their own expense special signs, displays, counters, shelving and similar items not to exceed 8 feet in height along the rear of the booth and 8 feet in height along no more than ½ of the side dividers from the rear of the booth. No materials may be hung from the tent structure (i.e., no guy wires, no signs attached to tent walls). Shelving, signs, etc., extending above the side dividers must be approved and have the back side thereof covered to the satisfaction of the Exhibit Coordinator. Noisemakers, disruptive audio, flashing signs and other attention getting devices, so deemed by Golden West officials, are not allowed. No generators, air compressors or other engine or motor driven equipment are allowed to be operated before 6:00 AM or after 9:00 PM. Any use of Exhibitor provided air conditioners in the indoor exhibit buildings is strictly prohibited. Failure to abide by these terms and conditions may result in immediate expulsion from current Golden West event and exclusion from any subsequent or future event.

**INSTALLATION OF EXHIBIT** – Installation of exhibit space may begin at 12:00 Noon Wednesday, June 10, 2009, or earlier by special arrangement, and is to be completed by 5:00 PM Thursday, June 11, 2009. Such installation is not permitted during Fly-in hours.

**EXHIBIT HOURS** – Exhibitor agrees to occupy and staff exhibit space and to actively promote Exhibitor's products/services during the following Exhibit Hours: 9:00 AM to 5:00 PM on June 12 and 13, 2009 and from 9:00 AM to 4:00 PM on June 14, 2009.

**DISMANTLING OF EXHIBIT** — The official closing of Fly-in is on Sunday, June 14 at 4:00 PM. Exhibitor agrees to not dismantle exhibit and to occupy exhibit space until after that time. If Exhibitor vacates exhibit space for any reason prior to the official closing Exhibitor agrees to forfeit Security Deposit. Should it become necessary for Golden West to change Exhibit Hours, Golden West will notify Exhibitor in advance. Exhibitor agrees to vacate exhibit space by 5:00 PM Monday June 15, 2009 and Exhibitor agrees to remove all materials from Yuba County Airport by 5:00 PM Tuesday June 16, 2009. Exhibitor hereby grants permission to Golden West, at Exhibitor's expense and responsibility, to remove and dispose of any of Exhibitor's equipment, displays, products and/or materials that remain on the premises after that time. Golden West may use Security Deposit to help satisfy the cost of removal.

**CLEANING OF EXHIBIT AREA** — All aisles will be kept clean by Golden West. Exhibitor agrees to keep exhibit space clean, orderly and presentable at all times and to clean exhibit space at the close of each exhibit day. Exhibitor agrees to place debris from exhibit space in receptacles provided by Golden West or after Exhibit Hours in the aisle where it will be removed by Golden West. Golden West may assess Exhibitor a cleaning fee and may use Security Deposit to help satisfy that fee. Golden West will inspect exhibit space after the close of the Fly-in and, at its discretion, may agree to refund part or all of Security Deposit. If a refund of Security Deposit is granted Golden West will forward it within 21 days of the close of the Fly-in. For Exhibitor's convenience Exhibitor may leave Security Deposit with Golden West to be applied to next year's fly-in. Golden West will not pay interest on Security Deposits held over for Exhibitor.

**SUBLETTING OF SPACE IS PROHIBITED** — Exhibitors shall not sublet any space in whole or in part, nor display any goods other than those listed in this Agreement. IN NO EVENT SHALL EXHIBITOR, REGARDLESS OF LOCATION, GRANT TO ANY PERSON OR COMPANY, PERMISSION TO SHARE ITS EXHIBIT AREA OR TO OCCUPY ADJACENT AREAS.

**SOLICITATION OF BUSINESS – RESTRICTIONS** – Business solicitations and activities shall be confined exclusively to registered Exhibitors in their designated exhibit areas at the Golden West Regional Fly-In. Exhibitors are requested to cooperate with management in the enforcement of this rule.

**NO SMOKING** – Smoking is not allowed on the Fly-in grounds at any time except in designated smoking areas.

**FIRE HAZARDS** – Explosives and flammables conflicting with insurance requirements or fire department regulations shall not be used or retained on the premises. Fire regulations prohibit the use of crepe paper, corrugated paper and cardboard, cloth draperies or table covers that have not been flame proofed or treated for fire resistance. Exhibitors may contact the Fire Captain Wade Harrison 530-743-7117 for compliance requirements.

Revised 12/07/2008

**ALCOHOLIC BEVERAGES PROHIBITED** – Golden West does not permit the sale or public consumption of alcoholic beverages on the Fly-in Grounds.

**RESTRICTIONS** – The objective of Golden West is to promote aviation education and aviation safety. Golden West allows but limits the number and types of certain non-aviation related products/exhibits and Golden West further reserves the right to refuse any exhibitor's application for space or to limit the products/services sold or exhibited by Exhibitor. In the interest of safety Golden West reserves the right to prohibit the sale or distribution of any item. Exhibitor must notify prior to sale or distribution any item that may be propelled so that it might cause injury or damage to person or property. Exhibitor may not sell food or drink. Golden West also reserves the right to bar from any booth or exhibit any material, literature, person, or thing that in Golden West's sole opinion is not consistent with the character, purpose or objectives of the Fly-in. Exhibitor, by the execution this agreement, agrees to the terms of these restrictions.

**NO PETS, BICYCLES, SKATEBOARDS, SCOOTERS or ROLLER BLADES** – Animals (except service animals), bicycles, skates, skateboards, scooters and roller blades are not allowed on the Fly-in site at any time.

**VEHICLE ACCESS** – The Fly-in Site is any area that requires a wristband for access. Vehicle access to the Fly-in Site is by permit only. A vehicle is anything that is or could be licensed for street use. Vehicles with permits may only be driven onto the Fly-in Site pre and post Fly-in and during restocking times which are 8:00 AM to 9:00 AM and 5:00 PM to 6:00 PM on June 12, 13 14 Vehicles on grounds other than these times will be towed at the owners expense. Exhibitor vehicles, including trailers and large trucks will be parked in a designated area.

**CALIFORNIA STATE SALES TAX** – Payment of California State Sales Tax on Exhibitor transactions is the exclusive responsibility of Exhibitor.

**LOGO USE** – The words Golden West Aviation Association, Inc., Golden West Regional Fly-In, Kid Qwest, Golden West Aero Mall and the logos of Golden West Aviation Association, Inc., Kid Qwest and the Golden West Aero Mall are registered trademarks. Their use on any product or by an individual or business other than Golden West is strictly prohibited.

**NONAVAILABILITY OF PREMISES** – Inability to use space because of fire damage, strike, lockout, or any reason beyond the control of Golden West shall relieve the Exhibitor of any obligation under this Agreement except for the payment of Rent on a pro rata basis of the total Rent for which the space was or could have been available for use by the Exhibitor. Golden West shall have no further obligation beyond the Rent adjustment herein provided.

**GOVERNING LAW** - This Agreement shall be governed by, interpreted, and enforced according to the laws of the State of California.

**INSURANCE AND INDEMNIFICATION** -- Golden West shall not be responsible for any damage or injury as may occur to the Exhibitor or to the Exhibitor's agents, servants, employees or property from any cause whatsoever, during the period covered by this Agreement, and the Exhibitor hereby expressly releases Golden West from and agrees to indemnify it against any and all claims for such loss, damage or injury. Exhibitor will provide Golden West with a certificate of insurance naming Golden West as an additional assured. Without limiting the foregoing, Golden West will not be responsible for the loss of any exhibit or part thereof due to fire or lightning, windstorm, earthquake, hail, smoke, explosion, riot or civil commotion, vandalism or malicious mischief, theft, burglary, robbery, hold-up, water damage, or any accident involving damage to Exhibitor's property or goods in transit, or for any injury that may occur to an Exhibitor or the Exhibitor's employees.

**INSURANCE COVERAGE** – As a part of the Exhibitor fee, Insurance Technologies & Programs Company is providing a limited amount of liability insurance coverage for bodily injury and/or property damage claims against Exhibitor resulting from Exhibitor's participation in the Fly-In. The cost of such insurance shall not be waived under any circumstances. In facilitating the provision of such insurance, Golden West makes no warranties whatsoever that such insurance shall provide sufficient coverage for any or all claims that may be made against one or more Exhibitors. Further, in facilitating the provision of such insurance, Golden West in no way assumes any responsibility for defense, indemnity, or reimbursement of any claims made against Exhibitors. If an Exhibitor has liability insurance providing bodily injury and property damage coverage for claims arising from, or related to Exhibitor's participating in the Fly-In, that insurance shall be deemed primary to insurance obtained by payment of the Exhibitor fee.

**SEVERABILITY** - If any provision, clause, sentence, paragraph or part of this Agreement, or the application of the Agreement to any person or organization, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement or its application to any other person or organization.

**ATTORNEYS' FEES AND DISPUTE RE-SOLUTION** - In the event there is any dispute of any nature between the parties which cannot be amicably resolved, it is agreed that said dispute shall be submitted to binding arbitration in accordance with the Commercial Rules of Arbitration of the American Arbitration Association and each party shall equally share the cost thereof, and each party shall pay its own costs and expenses including attorney fees.

**TOTAL AGREEMENT** - This Agreement, along with any required attachments, constitute the entire agreement among and between the parties. Any prior agreements, discussions, and/or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition, modification or amendment of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties.

**SHIPPING** – Do not ship anything to Yuba County Airport, Olivehurst. For shipping instructions contact Exhibitor Coordinator for instructions. GOLDEN WEST WILL NOT ACCEPT SHIPMENTS WITHOUT PRIOR NOTICE.