PARTICIPANT APPLICATION/AGREEMENT

AUGUST 18, 2018
PRAIRIE OAKS METRO PARK

EVENT MARKETING GROUP
454 E. MAIN STREET, SUITE 227
COLUMBUS, OHIO 43215
614.225.1908 PHONE | 614.225.1910 FAX
MIKE@EVENTMARKETINGGROUP.COM

CONTACT INFORMATION: (Please ensure that all contact information is complete and accurate)

Company Name: _____ Contact Name: _____

Street: _____ City: _____ State: _____ Zip/Postal Code: _____

Phone: _____ Mobile Phone: _____ Fax: _____

E-mail: _____ Web site: _____

PARTICIPATION PACKAGE: (Please complete all sections)

Section 1: **Booth type and quantity**: (please check box and indicate quantity)

- ☐ Standard Participant ($350/ea.) **Quantity:** _____ x $350 = _____
- ☐ Non-Profit/Rescue Group ($50) (limit one per organization) **Quantity:** _____ x $50 = _____
- ☐ Non-Dog Related Business ($500/ea.) **Quantity:** _____ x $500 = _____

SUB-TOTAL _____

Section 2: **Equipment Rental**: (please check box and indicate quantity):

- ☐ 10'x10' white canopy tent ($150/ea.) **Quantity:** _____ x $150 = _____
- ☐ 6' x 30" wood-top table ($15/ea.) **Quantity:** _____ x $15 = _____
- ☐ Black plastic folding chair ($5/ea.) **Quantity:** _____ x $5 = _____

\+ _____

Equipment rental is available as a convenience. You're welcome to bring your own canopy tent(s), tables and chairs. Please note, the natural settings of Prairie Oaks does not allow for electric service to booths. Quiet generators are permitted.

= _____

TOTAL COST

AGREEMENT TERMS:

This Participant's Agreement ("Agreement") is entered into by and between Event Marketing Group, LLC. ("EMG") and the undersigned ("Participant") upon the terms, conditions, rules and regulations contained on this page and on all attachments hereto. In consideration of the mutual agreements contained in the Agreement, EMG agrees to reserve space for Participant's marketing use, at WAG! ("Event") to be conducted at Prairie Oaks Metro Park ("Venue"). This Agreement contains the entire agreement between the parties and supersedes all previous or contemporaneous negotiations, arrangements, agreements or understandings, if any, between the parties with respect to the subject matter of the Agreement. Participant acknowledges and warrants that there was no oral or written representations or warranties (other than those contained in this Agreement) made by or on behalf of EMG that served as an inducement to enter into this Agreement. Any executory agreement hereafter shall be ineffective to change, modify, discharge or effect an abandonment of it in part unless such executory agreement is in writing and signed by the party against whom enforcement if the change, modification, discharge or abandonment is sought. This Agreement is not binding unless it is in writing and signed by an official of EMG.

Exhibitor shall faithfully observe and comply with the rules and regulations set forth in this Agreement and all modifications and additions to the rules and regulations, which are promulgated from time to time, by EMG.

PAYMENT TERMS:

This Agreement cannot be canceled. Cost for space and advertising fees must be paid in full by **Friday, August 3, 2018**. Please make checks payable to: **Event Marketing Group**. Any amount not paid within 30 days of due date will bear interest at 3% per month which is an annual percentage rate of 36%. If the Exhibitor fails to make said payment at the time set forth all rights of Exhibitor hereunder shall cease and terminate, and any payment(s) made by Exhibitor on account hereof prior to said time shall be retained by EMG as liquidated damages for the breach of this Agreement as aforesaid, and EMG may thereupon recall said space.

PLEASE SIGN AND RETURN THIS AGREEMENT:

In signing, I understand and agree to all terms and conditions within this Agreement.

_____ _____
Signature of Authorized Representative: Date:

_____
Name of Authorized Representative (**please print**):

FOR OFFICE USE ONLY

RECEIVED: _____ BOOTH SIZE: _____

TOTAL COST: _____

ACCEPTED BY EVENT MARKETING GROUP

_____ _____
AUTHORIZED SIGNATURE DATE

ADDITIONAL TERMS OF AGREEMENT | RULES AND REGULATIONS

LIABILITY AND INDEMNITY. Neither Event Marketing Group, LLC. ("EMG") nor Franklin County Metropolitan Parks District ("Venue") shall be responsible for loss or damage occurring to the Participant's property from any cause. Participant agrees to protect and hold harmless EMG and the Venue against any and all claims for loss, injury or damage to persons or property arising out of the activities (whether negligent, intentional or reckless) of the Participant, its agents, employees, invitees, licensees, or guests, to defend EMG and Venue against any and all such claims and to reimburse and indemnify EMG and the Venue for any loss, damage, expense (including, but not limited to, reasonable attorneys' fees) or payment suffered thereby.

EVENTS OF DEFAULT; TERMINATION OF AGREEMENT. Participant shall be in default under this Agreement if (a) it fails to perform any of the terms and conditions of this Agreement or abide by the rules and regulations; (b) it becomes insolvent or unable to pay its debts when due or becomes the subject of a petition or other action seeking bankruptcy, reorganization, or any arrangements with creditors; (c) it fails to maintain the exhibit space as to appearance, signs, and cleanliness in a manner reasonably suitable and in keeping with the character and quality of the Event; (d) it causes undue noise, litter, or odor not in keeping with the character and quality of the Event; or (e) any of its agents, employees, or other representatives engage in any conduct at the Venue during the Event which, in the judgment of EMG, is offensive to the character of the Event. This Agreement may be terminated by EMG at any time upon the occurrence of any such defaults as described in the preceding sentence, and thereupon may be terminated by EMG as liquidated damages for such breach. If any such default has occurred, EMG reserves the right to prohibit, close, remove, or eliminate any exhibit, display, sign or other property, or to require the Participant to discontinue any conduct or action, which is not suitable to or in keeping with the character and quality of the Event or which may be detrimental to EMG's reputation whether or not such thing or action is addressed by this Agreement or the rules and regulations. EMG shall not incur any liability in connection with the exercise of its rights under this paragraph.

DESTRUCTION OF PROPERTY. In case the premises are destroyed by fire or the elements, or by any other cause, or if any circumstances whatsoever, including strikes shall make it impossible for EMG to permit any Participant to occupy the premises, the Participant shall pay for the space only for the period the space was or could have been occupied by such Participant. EMG is released from any and all claims for damages which might arise in consequence thereof. In the event, that, for any reason, the Event is not held as proposed, the Participant shall receive a refund of any amounts paid on exhibit space, less reasonable deductions for overhead, expenses incurred, and such refund shall release EMG from any and all claims and damages.

PARK RULES AND CITY ORDINANCES. The Participant agrees to obey all rules of the Venue which hereafter may now be in existence or which hereafter may be made, and to abide by the rules and regulations of EMG, Venue, Fire, Health, and such other Departments whose duties embrace regulations of exhibits, etc.

CARE AND USE OF SPACE. Participants shall care for and keep in good order space occupied by them and surrender such space at the close of the Event in the same condition as it was when it was taken over. If the space occupied shall be damaged by the participants, employees, patrons or guests, Participant shall pay such claims as are necessary to restore the space to its original condition. All sales, taking of orders for future delivery, conferences, lectures, displays and distribution of literature will be limited exclusively to the exhibits and must be conducted in a dignified manner consistent with the overall theme of the Event within the confines of leased space. No noise making devices, public address systems and/or sound systems of any type shall be allowed without specific prior written approval of EMG.

INSTALLATION AND REMOVAL OF EXHIBITS. All exhibits must be ready for the opening of the Event. EMG will not allow any moving of exhibits after the opening of the Event. Any exhibit space not occupied by Event opening will cause the Participant to be in default of this Agreement. Participant will not be permitted to dismantle their exhibits or do any packing prior to the official closing of the Event. No items shall be removed while the Event is in progress. All exhibits must be removed from the Venue by 8 p.m. on the day of the Event.

CONTESTS AND PRIZES. Any and all prizes and/or contest awards of any type won or registered for at the Event must be awarded to the winners prior to the close of the Event. Prize registrations may not be sold to any company or corporation. All prize give-aways must conform to Ohio and Federal Law and must be "FREE" to winner with no accompanying cost.

INSURANCE. Participant agrees to maintain sufficient insurance covering Participant's involvement in Event. If requested, Participant shall furnish certificates of insurance to EMG evidencing comprehensive general liability coverage, including combined bodily injury and property damage limits of $500,000 each occurrence and $1,000,000 aggregate, and an umbrella liability insurance policy with limits of $1,000,000.

SECURITY. Security will be provided during the Event. However, it is understood and agreed by the parties hereto that EMG is not an insurer and that insurance, if any, covering personal injury and property loss or damage to any of the Participant's property shall be the sole responsibility of the Participant. Participant expressly understands and agrees that the payments provided for under this Agreement are based solely on the value of the service and/or space as set forth herein and are unrelated to the value of the Participant's property or the property of any of the others located on the Event premises. The Participant expressly understands and agrees that EMG makes no guarantee or warranty including any implied warranty that the security provided hereunder will avert or prevent occurrence or the consequences there from which the security is intended to detect or avert.

GENERAL. EMG reserves the right to decline or prohibit any services, give-aways, contests or exhibits or portions thereof, and to permit only such matter of conduct as shall be approved by it. EMG reserves the right to make location/space changes, with no advance notice to the Participant, that will, in the opinion of EMG, be of benefit to the Event. Should any term, condition or provision of this Agreement be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of any of the other terms, conditions and provisions hereof, and such terms, conditions and provisions shall be valid and enforceable as if the invalid or unenforceable term(s), condition(s) or provision(s) was (were) never a part hereof. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio. No claim, demand, action, proceeding, litigation, arbitration, hearing, motion or lawsuit arising here from or with respect hereto shall be commenced or prosecuted in any jurisdiction other than the State of Ohio, and any judgment, determination, finding or conclusion reached or rendered in any other jurisdiction shall be null and void between the parties hereto. All rights of EMG expressed in this Agreement are cumulative and are in addition to any other rights it may have under the law or in equity. EMG shall have the right to deny use of exhibit space to any prospective Participant who intends to exhibit merchandise or services which, in the opinion of EMG, do not constitute merchandise or services in keeping with the character and quality of the Event. EMG has the right to remove from the Venue, or prohibit the admittance to the Venue of, any person who engages or has engaged in conduct in the Venue during the Event which, in the judgment of EMG, is offensive to the character of the Event. EMG has the right to refuse to enter into any future agreements with Participant with respect to the use of exhibit space in future Events for any or no reason. Participant expressly understands and agrees that EMG has entered into this Agreement by the representation of the Participant that it will abide by and be bound by the terms of this Agreement and the rules and regulations hereunder which apply to said Exhibits. The Participant, therefore, agrees that in the event of the breach of any term, condition, rule, regulation and/or other covenant or restriction hereunder that money damages would not adequately and completely compensate EMG. As a result, EMG shall be entitled to injunctive relief in a court of competence jurisdiction hereunder in addition to any and all other remedies provided within this Agreement or available to it as law.

AMENDMENTS AND INTERPRETATIONS OF RULES AND REGULATIONS. EMG shall have full power to interpret and/or amend these rules and regulations in any manner which EMG deems appropriate. The decision of EMG must be accepted as final in any dispute between Participants or any situation not covered by this Agreement.