VENDOR CONTRACT

(Please type or print)

OZARK MOUNTAIN
MULE AND DONKEY DAYS

Produced by the Council of Churches of the Ozarks Foundation and the Ozark Empire Fair Foundation

Company _____

By _____ Title _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

E-Mail _____

Describe items to be sold and/or displayed. Food and beverage may NOT be sold or given away.

_____

_____

I HAVE READ the rules and regulations (on reverse side) of the Ozark Mountain Mule & Donkey Days and accept these conditions of the first party (Council of Churches Foundation and OEF Foundation).

Exhibitor Signature _____ Date _____

Annex Booths	**Outside Booths**
10' X 10' Booth with curtains.....$200	20' X 20' Booth.....$200
20' X 20' Booth with curtains.....$300	30' X 30' Booth.....$300
120 Volt shared service inside Annex - no charge	$40 hookup fee - 1-120 volt 20 amp shared service.

Please reserve the following booth(s):

_____ 10' X 10' Annex Booth

_____ 20' X 20' Annex Booth

_____ 20' X 20' Outside Booth

_____ 30' X 30' Outside Booth

_____ Yes, I need electricity (add $40 for outside booth)

Ozark Empire Fairgrounds, Springfield, MO
September 11-13, 2009
www.ozarkmountainmuledays.com

Make check payable to: Ozark Mountain Mule & Donkey Days
Mail completed application and payment to:

Ozark Empire Fair Foundation
3001 N. Grant
Springfield, MO 65803
(417) 833-2660

RULES AND REGULATIONS BINDING BOTH PARTIES TO THIS CONTRACT

♦**Council of Churches of the Ozarks Foundation** and the **Ozark Empire Fair Foundation** are jointly referred to below as **First Party, Lessor**.

♦**Each exhibitor** at the Ozark Mountain Mule & Donkey Days is referred to below as **Second Party, Lessee**.

♦**Second Party shall** not only comply with the rules and regulations of First Party, but will **conform to the laws of the State of Missouri, County of Greene, and City of Springfield having to do with gambling, sale and use of intoxicating liquors, health and sanitation, sales tax, building and electrical inspection** and such other laws and ordinances having to do with operation of privilege granted herein and upon the premises of the Lessor.

♦**First Party shall not be responsible for any loss or damage to property of Lessee nor for any injury to Lessee's person or persons employed by Lessee from any cause whatsoever** prior to, during or subsequent to the period named in this contract, and the Lessee in signing said contract expressly **releases the First Party from any and all claims for loss, damages or injuries caused by or incident to Lessee's operation of privilege specified herein. No alteration shall be made to Lessor's property** and any damage to said property, including due to carelessness of Lessee or his employees, **shall be paid by said Lessee. Exhibitors are required to carry liability insurance**.

♦In the event the premises leased by this contract or any part thereof shall be destroyed or damaged by fire or by any other cause, or if any casualty, riot or civil disturbance, strike, act of God, or other unforeseen circumstance shall render the fulfillment of this contract impractical, the Lessor shall not in any case be liable or responsible to Lessee for any damage, direct or indirect, or loss caused thereby. If because of an emergency such as, but not limited to, an air raid warning, war (declared or undeclared), terrorism, curfews, riots, civil disorders or labor disorders, weather, or a proclaimed state of emergency, any performance or any public meeting scheduled or in progress is canceled or terminated, the Lessor shall not be liable or responsible to the Lessee for any loss or damage, caused thereby, directly or indirectly, and Lessor shall not be liable for any refund of whatever kind or nature.

♦Location assigned to Second Party must be kept clean and all refuse, rubbish, and garbage deposited in containers provided by First Party. These containers will be emptied with contents disposed by the show's sanitary crew at regular intervals each day throughout the show.

♦Second Party shall confine his operation to the space or location allotted for his use and specified on the face of this contract and shall not tack or place advertising material or solicit business outside said confines. The use of bells, records, gongs, public address systems or any other noisy instruments to attract attention is prohibited.

♦**No part of a stand or exhibit booth, tent or awning, shall extend beyond the edge of the booth space**. Space allotted to Lessee shall be improved and decorated by said Lessee at his expense.

♦Exhibitors cannot distribute food, including popcorn, peanuts and beverages unless approval has been obtained from the Ozark Empire Fairgrounds.

♦First Party or his authorized agents shall have access to any leased premises, booth, and stand at all times.

♦**Under no circumstances shall Lessee sublease all or any part** of the space or privilege allotted by Lessor, nor permit any other party to exhibit therein nor allow any representative of any firm or company not exhibiting to solicit business or take orders in his place of operation.

♦**Parking in front of exhibit buildings or exhibit areas will not be tolerated**. All vehicles used to bring in supplies or exhibits must be moved to designated areas immediately after they are unloaded. No vehicles are allowed on the show grounds or aisles during show hours - except those parked in booths. Those vehicles must be in the designated booth before the show starts and remain there until the show ends each day.

♦**First Party shall have the final rights to cancel any contract, settle all disputes, regulate the operation of all privileges and enforce the rules and regulations as set forth and agreed to in this contract.**

♦Second Party shall notify the show management of intent to cancel this contract no later than August 17, 2009 in order to file claim of refund of deposit. Cancellations prior to August 17 will receive a 75% refund. **NO REFUNDS WILL BE ISSUED AFTER AUGUST 17, 2009.** Full payment for booth space must be made by August 17, 2009. A 10% late penalty will be added to all booths not paid for by August 17, 2009. Returned checks will result in an additional $50 handling fee.

♦**All wiring and electrical work of any type shall meet the requirements of the Springfield City code and shall be done by the official show electrician.**

♦First Party shall provide, where applicable, 8-foot back drapes and 3-foot side drapes. No tacks, nails or screws may be driven into the walls.

♦Second Party is responsible for tables, chairs, carpet, etc. needed in the booth. Exhibitors may bring their own or rent them from the show decorator.

♦**Exhibit Setup** - All exhibits must be in place before 12 p.m. Friday, September, 11, 2009.

♦**Exhibit Removal** - All exhibits will remain in place until 5 p.m. Sunday, September 13, 2009. Exhibits may be removed until 7 p.m. Sunday and Monday from 8 a.m. - noon.

♦**All exhibit space contracts, unless otherwise specified, will expire with the close of the show and all temporary buildings, frames, booths, etc. must be removed from the grounds by stated times; otherwise, such property or materials shall become the property of the Ozark Empire Fairgrounds and may be disposed of by same.**