

49th Annual New Hampshire Camping and Recreational Vehicle Show March 15 – March 17, 2024 The Hampshire Dome, Milford, New Hampshire

Booths Move In: Thursday 10-6 PM Friday 8-11 AM RV Dealers Refer to Show Packet for individual times Wednesday & Thursday.

SHOW DATES AND HOURS

Friday March 15th......1:00 PM – 7:00 PM Saturday March 16th......10:00 AM – 8:00 PM Sunday March 17th......10:00 AM – 4:00 PM

NeHaCa MEMBERS

Member Booth (10x10) - \$450 Electrical Outlets: \$90 Each

EXHIBITOR AGREEMENT/TERMS AND CONDITIONS

The New Hampshire Campground Owners' Association, ("Licensor"), mailing address P.O. Box 1074, Epsom, New Hampshire 03234 wishes to grant the Exhibitor, as described on the final page of this Agreement, (hereinafter referred to as either "Licensee" or "Exhibitor") the right to use certain areas of the Hampshire Dome, 34 Emerson Road, Milford, New Hampshire ("the Hampshire Dome" or the "Facility") during the dates and periods of time set forth in Paragraph 2-5, below, and Licensee wishes to obtain the right to use certain areas of the Facility, upon the following terms and conditions set forth in this hereinafter, "Agreement".

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the is Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and Licensor do hereby agree as follows:

1. License. Licensor hereby grants Licensee a non-transferrable, non-exclusive, limited right to access and use certain areas of the Facility, consisting of exhibition space the location of which will be determined in Licensor's sole and absolute discretion ("Exhibit Space"), as well as incidental use as set forth herein. Licensee's use of the Facility shall be limited to uses related to the New Hampshire Camping and Recreational Vehicle Show (the "Event") on the dates and times set forth below. This Agreement provides nothing more than a limited right to access the Facility for a limited period of time, and accordingly no right, title, or interest is granted in favor of Licensee by this Agreement whatsoever.

2. Authorized Execution.

- (a) Licensee represents and warrants that the person(s) executing the Agreement are duly authorized to execute this Agreement on behalf of Licensee. The signatures of the authorized representative of the Licensee shall constitute Licensee's acceptance of terms and conditions contained in this Agreement.
- (b) The undersigned individuals purporting to sign this Agreement on behalf of Licensee represent and warrant that they are duly authorized to execute this Agreement on behalf of Licensee.
- **3. Term.** This Agreement shall commence on March 11, 2024 and end on Monday, March 18, 2024 at 12:00 PM (the "**Term**"). That said, the scope of the license be further limited by the enumerated hours set forth in section 4 hereinbelow.

4. Hours.

- 4.1 **HOURS OF SET UP**. Hours of Licensee set up shall be Wednesday, March 15, 2023 9:00 AM 8:00 PM, Thursday, March 16, 2024 9:00 AM 6:00 PM and Friday, March 17, 2024 8:00 AM 11:00 AM. All Licensee set up shall be completed prior to show operation, as set forth below.
- 4.2 **HOURS OF SHOW OPERATION**. Show Hours: Friday, March 15, 2024 1:00 PM 7:00 PM, Saturday, March 16, 2024 10:00 AM 8:00 PM, Sunday, March 17, 2024 10:00 AM 4:00 PM. *Subject to change
- 4.3 **HOURS OF BREAK DOWN**. Exhibits must remain in place until the conclusion of the New Hampshire Camping and Recreational Vehicle Show on Sunday, March 17, 2024 at 4:00 PM. Any Licensee that removes exhibits prior to the end of the Show without permission may not be invited to participate in future shows. The Facility will remain open for dismantling and removal of exhibit material until 9:00 PM closing night. All exhibits must be removed during those hours. Excess time shall be charged at the rate of \$500 Per hour. Fractions of an hour will be considered one (1) whole hour.



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- 5. Displays and Offers: The exhibitor agrees not to display or offer for sale any merchandise, services or products not directly connected with camping and outdoor recreation. Only new 2023/2024 models of Recreational Vehicles shall be displayed. In this agreement, the word "new" means unused for rentals or other uses. Show Management reserves the right of final decision.
- **6. Flame Resistance:** All decorations must be flame proof. Cut trees, foliage, branches, cloth drapes, etc. will not be permitted unless treated with a flame proofing compound. Paper and cardboard signs and other decorations will not be permitted unless firmly affixed to wood or composition boards and treated with a flame retardant to the satisfaction of the Fire Inspector from the Town of Milford and to the satisfaction of the Show Management.
- 7. Vehicle Access: No vehicle, large equipment or display unit may be brought into the building except during the hours on the days shown in the show package provided to each Exhibitor. If exhibit space is not fully set up and operational by 11:00am the show's opening day, exhibit space is forfeited and management may use said space as it sees fit. No refunds shall be made.
- 8. Snow, Unsightly or Hazardous Condition: It will be the responsibility of the Exhibitor, including but not limited to Exhibitor's employees, to make certain that any vehicle brought into the building will not drip melted snow or anything else that might create an unsightly or hazardous condition. Any such vehicle attempting to enter the building will be refused admittance. Any vehicle or other property found in the building, not complying with these rules and regulations shall be removed in whole or in part, at the expense of the Exhibitor, unless the Exhibitor immediately corrects the condition.
- 9. Care of Exhibitor Space: The Event Management will be responsible for sweeping and cleaning the building, but exhibitors must clean their own contracted space each night at show closing or within one hour after.
- 10. Removal by Closing: The building will remain open for dismantling and removal of exhibit material until 9:00 PM closing night. All exhibits must be removed during those hours.
- 11. Management Not Responsible for Fire, Theft, or Damage: Event Management will endeavor to see that precautions for the safety of exhibits are undertaken, but cannot be held responsible in the event of fire, theft, and damage to equipment before, during and after show hours.
- 12. Clearance before Removal: Exhibitors shall not dismantle, pack away or remove any material from an exhibit until show closing without proper clearance from show management. Violators shall not be invited back.
- 13. No Access after Closing: No one other than Event personnel will be permitted in the exhibit area after closing.
- **14.** Management Not Responsible for Exhibitor's Listings: The Exhibitor agrees that management shall not be responsible in the event of any errors or omissions in the listings in the Exhibitor's official directory and in any promotion material.
- 15. Compliance with Contract Rules: The Exhibitor agrees to abide by all the rules and regulations as stated in this contract any expense incurred in correcting violations will be charged to the exhibitor. Violators will not be invited back. In the event that these rules and regulations should need interpretation the decision of show management shall be final.
- 16. Exhibitor Responsible for Own Property: All exhibitors agree and understand they are 100% responsible for their property at all times and waive any and all responsibility against the New Hampshire Campground Owners' Association its officers, agents and employees, show management, the sponsors, owner, exhibition hall facility and the city in which this exhibition is being held and their officers' agents and employees for any care, custody and control of property before, during or after the event.
- 17. Decorum. Compliance with Laws. Licensee shall at all times maintain proper decorum while using the Facility and shall comply with all applicable laws and regulations of any City, County, State, Federal or other governmental authority or agency pertaining to occupancy and use of the Facility and conduct of the Event. Licensee shall also comply with all rules and policies established by the Hampshire Dome. Licensee shall indemnify, defend and hold Licensor harmless from any failure of Licensee to comply with such laws and regulations. Failure by Licensee to follow the provisions of this paragraph constitutes a material breach of this agreement.
- 18. Condition of the Premises. The parties agree that the Licensor is not a health care provider, is not ensuring or guaranteeing an infection free environment, and is not disinfecting any portion of the Facility, and Licensee agrees that it shall not hold Licensor responsible for any aspect of the environment. Licensee agrees that it has sufficient experience, training, and expertise to participate in the show and to comply with all governmental orders, ordinances, laws, and regulations. Show Management reserves the right at any time to change location of booth assignments or event floor plans in the interest of improving layout, Licensee exposure, or other reason or cause that may arise.
- 19. Use. Property Damage. Licensee shall keep and maintain the Facility in good condition and shall be responsible for the costs incurred by Licensor for any disposal of excess trash or other debris left behind by Licensee or any property damage caused, in whole or in part, by Licensee during the Term. Upon set-up Licensee will report any property damage to assigned space and report such existing damage to Show Management.
- 20. Occupancy. Each Licensee will be issued Licensee passes for those employees necessary to permit effective operation of his or her exhibit, to be picked up in person at the show office prior to the show opening. Licensor reserves the right to control the number of Licensee passes issued. Licensees will provide the names of employees in advance or their employees will be charged admission upon arrival. No one other than show personnel will be permitted in the exhibit area after closing.



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- 21. Assignment. There will be no sub-leasing or assigning of space by Licensee, either in whole or in part, without written permission from Licensor, which shall be in Licensor's sole and absolute discretion.
- 22. Parking. Licensee and its employees shall park only in areas designated by Licensor for Event parking. If Licensee require parking for oversize vehicles that would not fit in a standard parking lot space, it must provide Licensor with notice of such needs at least 72 hours prior to the start of the Event. Licensee understands its operation better than Licensor and Licensee understands that there shall be other exhibitors at the Event. Accordingly, Licensee understands that it shall not be guaranteed any specific number of parking spaces or that the available parking will be adequate for Licensee's planned operation or exhibit at the Event.
- 23. Trade Show Products and Retail Sales. Licensee agrees to display or offer for sale only merchandise, services or products that are directly connected with camping and outdoor recreation. Items other than those directly connected with camping and outdoor recreation must be approved in writing in advance by Licensor and included as an exhibit to this Agreement. Show Management may, in its sole and absolute discretion, reject any merchandise that Licensee proposes to sell. Licensee must provide a list of items they will distribute during the event as an exhibit to this Agreement. Licensee will have the right to take orders and make sales, as well as distribute brochures and other printed matter, only from the booths occupied by them as per this Agreement. No sales or advertising of matter other than that designated as an exhibit to this Agreement will be permitted. No exhibits or advertising will be allowed to extend beyond the space allotted to the Licensee. All aisle space must remain open for foot and other traffic. Licensee will conduct all business within the space allotted to the Licensee. No displays or signs indicating that vehicles or any other merchandise is for sale are prohibited outside Licensee's allotted space, unless such displays or signs and their location has been previously approved in writing by Licensor, and is made and exhibit to this Agreement.
- 24. Licensee Display or Decorations. All signs/decorations must be firmly but not permanently affixed to the Facility. Equipment or display units must be set up prior to the show opening as listed in the show package provided to each Licensee. If Exhibit Space is not fully set up and operational by 11:00 am of the show's opening day, Exhibit Space is forfeited and management may use said space as it sees fit. No refunds shall be made. Licensee shall not dismantle, pack away or remove any material from an exhibit until show closing without proper clearance from show management. Violators shall not be invited back.
- 25. Propane, Fuel, Circuit Breakers, Vehicle Keys. Equipment or display units must be set up prior to the show opening as outlined on the show floor plan provided to each Licensee. ALL PROPANE FUEL TANKS ON TRAILERS/MOTOR HOMES, ETC. MUST BE REMOVED PRIOR TO ENTERING. All non-locking gas caps shall be taped over to prevent easy access and all batteries disconnected from vehicles in the building during the show hours (Fri. 1pm 7pm, Sat. 10am 8pm, Sun. 10am 4pm), or hours other than those designated for exhibit installation or dismantling. All motorized vehicles shall contain a ¼ of a tank or less of fuel. All dealers will turn off circuit breakers in all recreational vehicles, except those powering lights. All keys for vehicles will be removed from vehicles and in a secure location. This eliminates the possibility of customers turning on air conditioners and microwaves and damaging the equipment or tripping the breakers. It is the responsibility of the Licensee to make certain that no vehicle creates an unsightly or hazardous condition, and any such vehicle will be refused admittance. Any vehicle or other property, not complying with these rules and regulations shall be removed in whole or in part, at the expense of the Licensee.
- **26. Amusement, Entertainment.** Inflatable and Amusement Devices such as moonwalks, bounces and other inflatables, typically used for play or sliding, trampolines or other jumping devices, or amusement devices like mechanical bulls, are not allowed at the Facility. Licensee may not attempt to perform or allow a third-party to attempt or perform any stunts, pyrotechnics, fireworks etc. at the Facility.
- 27. Costumes. Costumes and unusual promotional garb are prohibited in spaces other than within the Licensee's assigned space. Additional promotional activities within assigned space i.e. face painting, temporary tattoos, etc. must have prior approval in writing by Licensor. Unnecessary noise, loud shouting, music or use of noisemakers of any sort will not be permitted. No costumes or unusual promotional garb may be worn or utilized in any way by a Licensee outside of the assigned space. Walking around the aisles or talking with patrons or other Licensees outside of the contracted space will be cause for expulsion of the exhibit and Licensees. No refund shall be made.
- 28. Unmanned Aircraft Systems. Operation of drone or radio/remote control aircraft of any kind is NOT permitted. Facility management or Licensor may confiscate any unmanned aerial vehicle or drone at their sole discretion if either observes such an aircraft at the Facility, and may contact local law enforcement and federal authorities to advise that an unapproved flight or attempt to fly an unmanned aerial vehicle occurred at the Facility.
- 29. Intellectual Property Rights No Rights Granted. Licensee shall not use the intellectual property, including but not limited to trademarks, services marks and trade dress of Licensor, the facility or any third party without express written consent. Nothing in this Agreement shall be construed to have had the effect of transferring any right, title or interest in any intellectual property, including but not limited to any trademark, service mark, and/or trade dress, of the facility, Licensor, or any third party.
- **30.** Photography, Video, Television, Sound Recordings, and Filming of Event. Licensee understands and agrees that the facility, its successors, affiliates and assigns, shall have and own in connection with the Event the sole and exclusive right to commercially exploit such Event, including all rights to all photographs, video reproductions, audio reproductions, films or motion pictures, radio or television broadcast, and other reproductions or depictions of such Event or any portion thereof, including, without limitations, pictures and sound of all participants, alone or with others, through any and all media whether now known or hereafter discovered and to copyright, reproduce, distribute, display, perform, sell, license or otherwise dispose of the same for any purpose whatsoever, including the advertising and exploitation thereof together with alterations and additions to each of the above. Licensee shall have NO right to photograph, film, video tape or record the Event or any part thereof including the Facility, or any Facility-related trademarks, or assist a third party in doing so without, the prior written consent of the facility. The facility is an intended third-party beneficiary of this Agreement for the purpose of enforcing this Paragraph.



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- **31. Other Activities.** Licensee shall not use the Facility for any other purposes (including, food service or catering, entertainment, press conferences or other commercial activities, filming or photography) such activities must be approved in advance in writing by Licensor at its sole and absolute discretion.
- **32. Photo and Video Release.** As a public event, media, patrons, Licensor, and the public itself will be taking photos and video. By participating as an Exhibitor, or purchasing a ticket, or attending the Event you are granting permission for your likeness to be in Event representation, including but not limited to permission for use of images containing Exhibitor's branding, equipment, or representatives to be captured, stored, and/or displayed by Event attendees, including representatives of Licensor. You further agree there will be no compensation given for use of such images, including those of Licensee's branding, equipment, or representatives.
- **33.** Cancellation. In the event of cancellation of the Event on account of circumstances beyond the control of Licensor or the facility, Licensee's original payments will be returned on a prorated basis after all operating expenses have been met. In the event of severe weather during the event, the facility reserves the right to suspend activities at their sole and absolute discretion, and Licensee's sole and exclusive remedy for any such suspension shall be payment of Licensee's pro rata share of any reimbursement made by the facility to Licensor, if any such payment is made, following Licensor's deduction of operating costs for the period of such suspension.
- **34.** Cancellation Fees. Cancellation by Licensee less than 60 days prior to event start day will receive 50% refund, cancellation of less than 30 days prior to event start date will receive 25% refund and cancellation of less than 10 days prior to event start date will receive no refund. A 3% cancellation charge will be added to any credit card refund transactions. Notice of cancellation must be received in writing from the Authorized Licensee. Failure to attend show will result in forfeit of all fees paid.
- **35. Insurance.** Licensee shall procure and maintain, at its sole cost and expense, the insurance coverage specified in this Paragraph, during the Term of this Agreement and covering the Event, including but not limited to the period for move in/move out and the dates the Event is open to the public.:
 - i) General Liability Coverage: \$1,000,000 Per Occurrence for: (i) Bodily Injury and Property Damage Liability; (ii) Products/Completed Operations Liability; and (iii) Personal and Advertising Injury Limit. Such coverage shall contain no I imitations or exclusions for host liquor liability, contractual liability or participant legal liability.
 - ii) Workers Compensation and Employer's Liability Coverage: Exhibitor agrees they are in compliance with NH State Law RSA 281-A:5. Minimum employer liability limits required are: (i) \$500,000 Bodily Injury- Each Employee; (ii) \$500,000 Bodily Injury By Disease- Aggregate Limit; and (iii) \$500,000 Bodily Injury By Disease- Each Employee.
 - iii) Commercial Auto Coverage: Bodily Injury and Property Damage Combined Single Limit of \$2,000,000
 - iv) Licensee shall provide to Licensor, at exhibitor's sole cost and expense, a certificate of insurance evidencing the above coverage. Each policy shall name as additional insureds: New Hampshire Campground Owners' Association, New Hampshire Camping and Recreational Vehicle Show, Hampshire Hills Racquet & Health Club, Inc., Eastern Olympic Sports, LLC., Danielson Realty Trust, the Hampshire Dome and each of their respective subsidiaries and affiliates and each their respective officers, managers, directors, employees and agents.

All insurance policies required above will be primary and noncontributory to any insurance or self-insurance. Licensee and its insurers providing the coverage required above agree to waive all rights of recovery against the additional insureds. The certificate(s) of insurance evidencing the procurement of the above insurance coverage shall be provided by the Licensee to cover the entire Event, including but not limited to the period for move in/move out and the dates the Event is open to the public.

- **36. Governing Law.** This Agreement shall be governed by and construed in accordance with laws of the State of New Hampshire. Any judicial proceeding arising out of or related to this Agreement shall be brought and maintained exclusively in the state or federal courts sitting in Merrimack County, New Hampshire, and the Licensee hereby consents to venue and personal jurisdiction in such courts.
- **37. Severability.** In the event that any provision, or part thereof, of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or parts thereof, shall not in any way be affected or impaired thereby.
- **38. No Liability.** LICENSOR SHALL NOT BE LIABLE TO LICENSEE OR THOSE CLAIMING BY, THROUGH, OR UNDER LICENSEE FOR ANY INJURY TO OR DEATH (INCLUDING BUT NOT LIMITED TO INJURY OR DEATH CAUSED BY COVID-19) TO ANY PERSON OR THE DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF THE USE OF ANY PROPERTY OR INCONVENIENCE (A "LOSS") CAUSED BY CASUALTY, THEFT, FIRE, THIRD PARITES, SHOOTINGS OR OTHER CRIMINAL ACTIONS OF THIRD PARTIES, VIRAL INFECTION, OTHER DISEASE, OR ANY OTHER MATTER. LICENSEE WAIVES ANY CLAIM IT MAY HAVE AGAINST LICENSOR FOR ANY DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF THE USE OF ANY PROPERTY, REGARDLESS OF WHETHER THE NEGLIGENCE OR FAULT OF LICENSOR CAUSED SUCH LOSS. The provisions of this section shall survive the expiration or termination of this Agreement.



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39. Indemnification.

- (a) Exhibitor agrees to indemnify, defend, and hold harmless the NH Campground Owners' Association, its officers, agents and employees, Event management, the sponsors, the owner, the Facility, the city in which the Event is being held, and all of their respective officers agents and employees (hereinafter, "the Indemnified Parties") against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from Exhibitor's access and/or use of the space herein licensed by reason of personal injuries, death, property damage or any other cause resulting from fire, storms, acts of God, pandemic, disease, air conditioning or heating failure, theft pilferage, mysterious disappearance, bomb threats or other causes. All items brought to the Event by or on behalf of the Exhibitor and displayed by or on behalf of the Exhibitor are done so at the Exhibitor's own risk and should be safeguarded at all times.
- (b) Licensee further agrees to indemnify, defend, hold harmless and/or reimburse ("the Indemnified Parties") from any and all loss, liability, costs, damages, attorneys' fees, and expenses (including but not limited to damage to Licensee's property), including but not limited to any loss, liability, costs, damages, attorney's fees, and expenses arising out of COVID-19 or other Pandemic, that Licensor may incur or be held liable for as a result of or arising out of, directly or indirectly, in whole or in part, the acts or omissions of the Licensee or the personnel, employees, guests, invitees, subcontractors, or agents of the Licensee or the other participants during the Term and/or during their use of the Facility.
- **40. Assumption of risk.** Licensee, on its own behalf and on behalf of its agents, licensees, guests, invitees, and employees, voluntarily enters into this Agreement and ASSUMES ALL RISKS of loss, damage or injury, including death, that may be sustained by it or any of them, except such risks caused by the gross negligence or willful misconduct of Licensor, its agents or employees. The covenants of Licensee stated in Paragraphs 19, 21, 31, 32, 34, 35, 37, 38, 38, 40, 41 and 42, shall survive the termination of this Agreement.
- **41. Force Majeure.** Except as otherwise set forth herein, Licensor shall not be liable or bear any responsibility for failure or inability to perform its obligations hereunder due to any contingency or cause beyond its reasonable control, including but not limited to, construction, inclement weather, fires, floods, wars, accidents, labor disputes or shortages, inability to obtain materials or equipment, Covid-19 government restrictions, pandemic and all of its impacts, or interruptions or delays in transportation, or any other cause beyond reasonable control of Licensor.
- **42. Responsibility for safety.** Licensee is responsible for the safety of every employee of Licensee and every individual entering Licensee's Exhibit Space. In consideration for Licensee being permitted to attend the Event, Licensee must agree to abide by the minimum protocol outlined below. Licensee shall be responsible for encouraging and enforcing strict compliance with the following conditions: Licensee agrees to follow current applicable New Hampshire Covid-19 Reopening Guidance, including:
 - i) Universal Guidelines;
 - ii) Amateur and Youth Sports Guidelines (including Indoor Sports Facilities Guidance);
 - iii) See www.covidguidance.nh.gov for latest updates
 - iv) As of the date of this agreement there are no current restrictions at the Hampshire Dome. In the event the Hampshire Dome propounds restrictions, Licensee shall comply with same at its sole cost and expense.



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Booth Space Cost

10 x 10 – Member Booth \$450	# Booths Spaces \$			
Electrical Outlets \$90	# of Electrical Outlets\$			
	Total \$ Deposit \$ Balance \$			
LIST EXHIBITS: (Mandatory)				



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Pay by: □Check □Visa	□MC □American	Express Discover	
Account No			
Exp. Date (MM/YY)	CV	C Code:	<u> </u>
Amount:			
Name on Account			
Billing Address			
Email Address to Forwa	ard Receipt:		
Signature:			
Credit Card: You may also call Check: Make Checks Payable to))
forms which are part of this contr	e contract conditions of this co	ontract and all rules and regulati	ions as stated on the accompanying
Company Name:			
Mailing Address:			
City:	State:	Zip:	
Phone:	Fax:		
Email:		Website:	
Facebook:			
Contact:			
Contact Cell #:			
By (Signature):		_	
		Date:	

New Hampshire Campground Owners' Association, PO Box 1074 Epsom, NH 03234

MAIL ALL CORRESPONDENCE TO: