

Ellen Lambert Murphy Memorial Community Center 2010 Hunting and Fishing Expo

August 28 & 29, 2010

Saturday 9:00 AM - 7:00 PM

Sunday 10:00 AM - 3:00 PM

Agreement

The Ellen Lambert Murphy Memorial Community Center ("ELMMCC") will be holding a Hunting and Fishing Exposition on August 28 & 29, 2010 at its facility located at 20-21 Durkee St. Winchester, NH 03470. Vendors or exhibitors ("Licensees") may participate in the Exposition subject to the following terms and conditions:

1. The placement of exhibits, demonstrations, and vendor booths/tables ("Exhibits") is at the sole discretion of the ELMMCC. All activities must be conducted within the Licensee's assigned space, and shall not be conducted so as to interfere in any way with the Exposition.
2. All Licensee printed materials, souvenirs, and other Exhibit materials must be distributed within the Licensee's assigned booth/table space, unless agreed upon in advance by ELMMCC.
3. The Licensee's personnel must arrange its Exhibit such that aisle space is kept clear to permit the smooth flow of traffic.
4. ELMMCC reserves the right to prohibit the conduct of activities and the distribution of items it deems objectionable or otherwise inappropriate.
5. Licensees are strictly prohibited from selling or firing guns; no ammunition or loaded guns will be allowed on the ELMMCC premises.
6. Licensee will pay ELMMCC a deposit of \$50 on or before June 15, 2010, paid in full by July 1, 2010.
7. Neither ELMMCC, nor its officers, agents, employees, affiliates or other representatives, shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Licensee or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. The Licensee also indemnifies and holds harmless ELMMCC from demands, suits, liabilities, damages, loss, costs, attorneys' fees and expenses of whatever kind of nature, including but not limited to, claims of damage or loss resulting from the breach of these terms, conditions and rules, claims of property or personal injury caused by or attributable in whole or in part to any action or failure to act whether by negligence or otherwise, on the part of the Licensee or any of its officers, agents, employees or other representatives.
8. Licensee shall maintain with insurance companies, (licensed to do business in the State of NH and provide ELMMCC with evidence of), comprehensive general liability coverage in amounts of at least five hundred thousand dollars (\$500,000) per occurrence; provided, however, that the minimum comprehensive general liability coverage for Licensees whose exhibits or demonstrations involve firearms or bowing hunting equipment shall be one million dollars (\$1,000,000) per occurrence. Licensee will provide ELMMCC with a certificate of insurance evidencing such coverage upon execution of this Exhibit Agreement, and shall immediately provide ELMMCC with written notice of any actual or threatened cancellation, non-renewal, expiration or material modification of any such insurance.
9. Licensee represents and warrants that all activities undertaken hereunder will comply with all applicable federal, state and local laws, rules and regulations.
10. The Licensee will not use the name of ELMMCC for promotional or marketing purposes without the prior written permission of ELMMCC.
11. This Agreement states the entire agreement and understanding of the parties with respect to the subject matter set forth herein, and supersedes all prior oral and written agreements relating thereto.
12. This Agreement shall be governed in all respects by the laws of the State of NH.

