

CANCELLATION POLICY Exhibitors who cancel 75 days prior to the Show will receive a refund of 75% of total monies paid less non-refundable \$100 deposit. Cancellations within 45 days of the Show refund of 50% of total monies paid less non-refundable \$100 deposit. There are NO REFUNDS for cancellations less than 45 days prior to the Show. All cancellations must be submitted in writing to Show Management.

TERMS AND CONDITIONS The Ohio Forestry Association, Inc. (OFA) reserves the right to expel, decline or prohibit any exhibit, part of any exhibit or proposed exhibit which is not suitable. OFA reserves the right to relocate any exhibitor before and/or during the show as it is seen fit for the logistics of the show. OFA reserves the right to ban any printed materials, display, techniques, etc. Paul Bunyan merchandise or materials depicting Paul Bunyan, the Paul Bunyan name or any other Paul Bunyan branded items will not be permitted. In the event of any such prohibition, cancellation or expulsion; it is agreed by the contracting parties that no liability shall be attached to OFA by reason of such action.

The placement of signs, banners and advertising materials will be subject to the approval of OFA and must be confined to assigned space. Public address systems and unsafe exhibits may not be used without permission and when used must not interfere with other exhibits. Management reserves the right to relocate exhibits based on the overall benefit of the show.

The undersigned exhibitor ("**Exhibitor**") acknowledges that participation as an Exhibitor in the 2019 Paul Bunyan Trade Show involves risk to the Exhibitor, its employees, contractors, guests and invitees, as well as Exhibitor's property, and may result in various types of injury including but not limited to the following: sickness, bodily injury, death, emotional injury, personal injury, and property and financial damage. IN CONSIDERATION FOR THE OPPORTUNITY TO PARTICIPATE IN THE PAUL BUNYAN TRADE SHOW, EXHIBITOR ACKNOWLEDGES, ACCEPTS AND ASSUMES ALL RISKS OF INJURY OR DAMAGE TO PROPERTY ASSOCIATED WITH SUCH PARTICIPATION BY EXHIBITOR, ITS EMPLOYEES, CONTRACTORS, GUESTS AND INVITEES.

Exhibitor does hereby release, relieve, acquit, and forever discharge the Ohio Forestry Association, Inc., an Ohio corporation not-for-profit, Muskingum County, Ohio, and Guernsey County Fairgrounds, together with any and all of their respective past, present, and future officers, directors, commissioners, coordinators, volunteers, successors, agents, servants, employees, attorneys, and insurers, as well as all persons, firms, and organizations which may be jointly or severally liable with them (collectively, the "**Released Parties**"), from any and all actions, claims, rights, demands, debts, losses, liabilities, damages, costs, expenses, interest, causes of action, and suits at law whatsoever arising or resulting from any conduct, action, error, omission, transaction, occurrence, agreement, or relationship involving, arising from or relating to the participation by Exhibitor at the 2019 Paul Bunyan Trade Show.

Exhibitor also does hereby promise, covenant, and agree not to initiate, file, assist, or otherwise assert, join, or maintain, either directly or indirectly, any claim, demand, action, liability, or other request for relief or remuneration whatsoever, in any court, agency, or other tribunal in any jurisdiction, against any of the Released Parties for any injury arising or resulting from any conduct, action, error, omission, transaction, occurrence, agreement, or relationship involving, arising from or relating to the participation by Exhibitor at the 2019 Paul Bunyan Trade Show.

Further, Exhibitor promises to indemnify, defend, and hold harmless the Released Parties for any claim or injury arising or resulting in any conduct, action, error, omission, transaction, occurrence, agreement, or relationship involving, arising from or relating to the participation by Exhibitor at the 2019 Paul Bunyan Trade Show, provided however, that Exhibitor shall not be required to indemnify any of the Released Parties against their own negligence or misconduct.

This Exhibitor Release and Acknowledgment shall be governed by the law of the State of Ohio. In making application, we agree to exhibit under and comply with those Rules and Regulations as written in this exhibitor brochure. I have read and fully understand all Rules and Regulations of exhibiting at the Paul Bunyan ShowSM.

SPACE RENTAL AND ASSIGNMENT OF LOCATION. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

SHOW HOURS are Friday and Saturday 8 am – 5 pm and Sunday 9 am – 3 pm. Exhibits shall be in place by 8 am Friday and must remain in place until 3 pm Sunday. Early departure will loss of rights to your same location in future shows and possible forfeit of right to participate in future shows. Exhibits must be removed by Monday at 5 pm unless other arrangements have been made. **SET-UP** begins Monday, September 30 – Thursday, October 3, 2019.

WOOD may be purchased for \$140 per cord (6 to 8 logs, 6" to 10" in diameter), round wood or sound logs, low grade buckeye, aspen or poplar. All wood orders received after August 31, 2019 will be filled on a first come, first served basis, **WILL NOT BE GUARANTEED** and will include a 10% surcharge. Special orders for a certain size or type of wood may be subject to additional fees. All wood (processed and non-processed) at the conclusion of the Show is the property of the Ohio Forestry Association, Inc. **DO NOT** remove any wood from show grounds. This includes wood brought to the show grounds by the exhibitor.

VEHICLES, exhibitors renting a 50x50 or larger space will be allowed one personal vehicle per exhibiting company to be parked on the lot. Vehicle must be parked within the boundary of the leased space and must remain stationary during hours that the show is open. There will be no operation of service cars or trucks in the exhibit area during show hours. If you need assistance moving material from the parking area to your booth, please report to the OFA Show office, and staff will arrange for someone to help you. This also applies to merchandise sold during the Show that is too large or heavy for the buyer to take to the parking lot on the own. **This will be strictly enforced!**

MOTOR VEHICLE EXHIBITORS: No used, reconditioned or other-than-new vehicles as defined by the Ohio Revised Code will be permitted to be displayed.

SUB-LETTING: Exhibitors will not be permitted to sub-let their lot(s) or any portion thereof. Only equipment owned or distributed by Paul Bunyan ShowsSM exhibitors of record will be permitted on Show grounds. All exhibits must remain inside the guidelines which are marked on Show grounds and indicated on your confirmation.

SAFETY REGULATIONS: Exhibitors are required to maintain adequate safety standards. Standards must comply with applicable codes of local, state and federal safety regulations. Ohio Forestry Association, Inc. reserves the right to curtail any activity deemed a hazard to the public.

WOOD CARVERS: All chainsaw carvers are required to wear helmet, chaps, ear protection and eyewear while carving.

INSURANCE REQUIREMENTS: Each exhibitor is required to have in effect and maintain for the period of the 2019 Paul Bunyan Show, October 4-6, 2019, a policy of general public liability insurance against claims of personal injury or death or damage to property occurring upon the exhibitor's rented space, all demonstrational extensions of that space and the exhibitor's storage area or any other area of the Guernsey County Fairground premises. The period of the Show includes the set-up and tear-down periods. Any extension of the insurance is to provide coverage in an amount not less than five hundred thousand dollars (\$500,000) for injury or death and two hundred fifty thousand dollars (\$250,000) for damage to property or five hundred thousand dollars (\$500,000) combined single limit. **A Certificate of insurance evidencing the above must be forwarded to the Ohio Forestry Association, Inc. office on or before September 21, 2019.** The certificate must list the Ohio Forestry Association, Inc., Guernsey County Fairgrounds and Paul Bunyan Show as holders of the Certificate.

To prevent damage to utility lines, extensive digging, excavation or earth moving is not permitted without prior permission from Fairgrounds staff. Any sign holders, posts or other items installed or added to a lot must be removed by the exhibitor. Damages incurred to any utilities are the financial responsibility of the exhibitor. Gas powered augers may be used with prior permission from Fairgrounds staff.

Over the counter sales will be allowed where the principal part of the exhibit pertains to the forest industry, except those exhibitors as depicted under Motor Vehicle Exhibitors. Sale items which can be hand carried, are necessary and useable in forestry and connected with their exhibit, or promotional items associated with their exhibit or industry will be allowed during Show hours. Orders for sales of all other items may be taken at any time. Delivery of these orders cannot be made during hours that the Show is open for business. Chainsaws sold may not be run anywhere on the Show grounds other than the seller's booth and may not contain fuel when purchaser takes delivery of saw.