

# EXPO TRADE BOOTH LICENSE AND RENTAL AGREEMENT

NAME OF EVENT: EMPOWERING WOMEN'S EXPO

DATES: EVENT START DATE: \_\_\_\_\_ HOURS OF OPERATION: \_\_\_\_\_

EVENT END DATE: \_\_\_\_\_ REGISTRATION DATE: \_\_\_\_\_

EVENT SET-UP DATE: \_\_\_\_\_ SET-UP TIME: 2:00 pm – 6:00 pm

NUMBER OF BOOTHS/SPACE RENTALS: \_\_\_\_\_ TOTAL BOOTH/SPACE FEE: \$ \_\_\_\_\_

ADDITIONAL FEES: \$ \_\_\_\_\_ PAYMENT : \$ \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TEL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DESCRIPTION OF VENDOR BUSINESS, PRODUCT OR SERVICE: \_\_\_\_\_

FOOD VENDOR: \_\_\_\_\_ (Yes or No)

WINE VENDOR: \_\_\_\_\_ (Yes or No)

This Expo Trade Booth License and Rental Agreement (the "Agreement") is made and entered into on the date set forth below, by and between the Empowering Womens Expo LLC, an Oregon domestic limited liability company ("EWE"), whose mailing address is 15484 SE Greenview Dr., Milwaukie, OR 97267, and Vendor (identified above), who agree to the following covenants, terms and conditions of this Agreement:

1. Contract for Trade Booth/Space. For and in consideration of the terms and conditions provided in this Agreement, and the full payment of the booth/space rental charges set forth above, EWE agrees to license and rent to Vendor the temporary use and occupancy of exhibit booth space (the "Space") in the exhibit area of the Empowering Women's Expo (the "Event"), to be located at the Wingspan Event and Conference Center, 873 NE 34th Ave., Hillsboro, Oregon (the "Exhibit Area") for the purpose of conducting lawful trade and business activities that promote awareness, products and resources for the empowerment of women. A floor plan of the Exhibit Area is annexed hereto. All available Space and any combination of booth/space and services are available on a first come basis. Vendor selects the following Space size and additional services, in the quantities set forth below:

SOLD OUT  
\_\_\_\_\_ 10x10 (Premium) - \$500

**Not Available** 10x10 Exterior Walls - \$250

Sold Out  
\_\_\_\_\_ 10x20 (Premium) - \$800

**Not Available** 10 x 20 Exterior Walls - \$350

SOLD OUT  
\_\_\_\_\_ 10x10 CORNER- \$450

SOLD OUT  
\_\_\_\_\_ Electricity - \$50

Sold Out  
\_\_\_\_\_ 10x20 (Regular) - \$500

sold out  
\_\_\_\_\_ Corner Upgrade - \$100

SOLD OUT  
\_\_\_\_\_ Table (8ft) - \$25 each

SOLD OUT  
\_\_\_\_\_ Chairs - \$10 each

For each Space, Vendor will be provided the following: pipe/drape, lanyard, free parking, two (2) free general admission tickets, free advertising of Vendor's business on EWE social media and website.

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2. Payment for Space. Payment for booth Space and additional services must be paid in full at the time of Registration, less any Security Deposits as per Section 3. Vendor will receive an invoice from EWE that must be paid within seven (7) days or Vendor's Space shall be released to the next available vendor and this Agreement cancelled. EWE accepts payment via Visa, Mastercard, Discover, American Express, PayPal and Square. NO CHECKS.

3. Payment. To secure Vendor's Space and performance under this Agreement prior to the Registration Date, Vendor agrees to pay to EWE the full amount set forth above, which said amount will be applied to the Space rental fees due under this Agreement at the time of Registration.

4. Permitted Use of Space. Vendor agrees that its use of the Space and its exhibit(s) shall conform to all health, fire and building codes for the City of Hillsboro, for Washington County, and for the State of Oregon. For food vendors, each person handling food samples for Vendor must have a current "Food Handlers Card" valid in the state of Oregon (see ORS § 624.020 *et seq.*). Only food samples are permitted, and there shall be no cooking, food prep or assembly, or serving of food (other than pre-packaged samples) permitted in the Event Area. For wine vendors, only the sale of closed, sealed bottles of wine is permitted. Free wine sampling is allowed, but the selling of wine by the glass (e.g. glass, cup, goblet, tumbler) is not permitted in the Exhibit Area. Vendor must be in attendance at its Space each day of the Event, during all hours of Event operation, or Vendor will not be accepted at future Events. Vendor shall not share its Space with another Vendor, and shall not use its Space or permit any part of the Exhibit Area to be used for any purpose other than indicated above for this Event. A different or unapproved use of the Space in violation of this Agreement will result in the cancellation of this Agreement without refund of monies or security deposit paid to EWE. In addition, the Space shall not be used for any improper, illegal, immoral, or objectionable purpose, or in any manner that would disrupt another Vendor's right to exhibit, or that would otherwise violate the provisions of insurance coverage provided under Section 7.

5. Cancellation Policy. Vendor has a right to cancel and receive a full refund of amounts paid, less a \$75 cancellation fee, for each booth/Space registered; provided Vendor provides written notice of cancellation to EWE 180 days (or more) from the start date of the Event. If written notice of cancellation is received between 120 and 180 days prior to the start date of the Event, then Vendor will receive a refund of 50% of the amounts paid for each booth/Space registered. If written notice of cancellation is received less than 120 days from the start date of the Event, no payment or part of payment will be refunded to Vendor. This amount is considered to be liquidated and agreed upon damages that EWE will incur as a result of Vendor's untimely cancellation. Any Space not claimed and occupied at by 4:00 p.m. on the Event Set-Up Date may, at the sole discretion of EWE, be reassigned without further notice to Vendor and without refund of any rental fee(s) paid.

6. Utilities. General utilities for the Exhibit Area, including electricity, lighting, and full heating and air conditioning, will be provided in an appropriate volume throughout the Event Area. Electricity hookup, if selected, fed to the Vendor's Space is charged separately. All electrical services will be provided and standard 120V and 208V services made available. Special arrangements for utility services not readily available in the Event Area requires 60-day advance notice and will be made available in the sole discretion of EWE.

7. Special Permits/Compliance. Any special local, municipal or county permits, such as a Food Handler Card, required for Vendor's use of the Space at the Event are the sole responsibility of the Vendor. EWE cannot secure permits on Vendor's behalf. Vendor shall comply with all laws of the United States and the State of Oregon, all ordinances of the City of Hillsboro and/or Washington County, and all rules and requirements of the police and fire departments or other municipal authorities of the City of Hillsboro, as well as the General Event Building Regulations issued by EWE and annexed hereto and incorporated in this Agreement by reference. Vendor will obtain and pay for all necessary permits and licenses and will not do or suffer to be done anything in the Exhibit Area during the term of this Agreement in violation of any such laws, ordinances, rules or regulations. If the attention of Vendor is called to any such violation on the part of the Vendor or of any person employed by or admitted to the Event by Vendor, Vendor agrees to immediately desist from and correct or cause to be corrected such violation.

\_\_\_\_\_  
Vendor Initials

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8. Insurance Coverage Requirements. Unless otherwise agreed to in writing by EWE, Vendor is required, at its own cost and expense, to provide a Certificate of Insurance or similar proof of insurance for comprehensive general liability insurance in the minimum amount of \$1,000,000.00 (One Million Dollars) covering the entire Event, including Event Start Dates and Event End Dates. A Certificate of Insurance or declarations page must be submitted to EWE management not less than 72 hours prior to the start of the Event date. The insurance must name EWE as an additional insured, as follows: ***Additional Insured: Empowering Womens Expo, its officers, members, agents and employees (event name, dates)***. The name of insured must be the same as Vendor and must carry a 30- day notice of cancellation. Coverage must include bodily injury, death, property damage, and personal injury. Each such policy or certificate shall also contain a valid provision or endorsement stating, ***"This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to Empowering Womens Expo, Attn: Risk Management, 15484 SE Greenview Dr., Milwaukie, OR 97267.*** If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of a scheduled Event, Vendor shall deliver to EWE at least 72 hours prior to the Event a certificate of insurance evidencing the renewal of such policy or policies. The coverage provided under such policies shall be occurrence-based, not claims made policies, so the coverage limits contained on such policies are on a per-occurrence basis only. Vendor hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Vendor under this Agreement, including, without limitation, Vendor's indemnification obligations set forth in Section 8 hereof

9. Liability; Indemnification. Vendor shall indemnify and hold harmless EWE and its officers, members, agents and employees against any and all claims, liability, loss, injury or damage whatsoever on account of any such loss, injury, death, or damage, including attorneys' fees and costs, arising out of or resulting from the Event or the operations of the Vendor and the Vendor's occupancy and use of Exhibit Area. Vendor waives all claims against EWE for damages to any personal property of the Vendor used on, in or about the Exhibit Area and for injuries to persons or property in or about the Exhibit Area, from any cause arising at any time; provided that Vendor's waiver shall not apply to loss, injury, death, or damage arising by reason of intentional acts, errors or omissions of EWE, its agents or employees. EWE shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Vendor, its employees, agents, occupants, invitees, customers, sub-vendors, licensees, or by any person whosoever may at any time be using or occupying or visiting Vendor's Space pr the Exhibit Area during the Event, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of EWE, or shall result from or be caused by any other act, matter or thing whether of the same kind as or of a different kind than the acts, matters or things as set forth hereinabove. Vendor's agreement to indemnify, release and hold harmless EWE is intended to be as broad as the law allows.

10. Surrender of Space Upon Event Termination. Vendor agrees to quit and surrender possession of the Space in the Exhibit Area and all related equipment to EWE at the end of the Event term provided for herein in the same condition as of the date of commencement of this Agreement, ordinary wear and tear excepted. Vendor shall return its Space in a broom-clean condition, which includes the removal of tape, banners, tags and markings from floor, walls, ceiling and any equipment. At the conclusion of its rental term, Vendor shall be given the opportunity to inspect the condition of the premises, together with all property and equipment located therein to confirm the condition of the premises and equipment. EWE reserves the right to remove from the Event Area all effects remaining after the Event time specified at the sole expense of Vendor and to store the same at the sole expense of the Vendor without any liability therefore on the part of EWE.

11. Signage. Vendor agrees that it will not post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters, cards of any description inside or in front or on any part of the Exhibit Area except upon the designated locations provided by EWE, and agrees that it will use, post or exhibit only such signs, advertisements, show-bills, lithographs, posters or cards upon designated locations as are related to the Vendor's Event and for such period of time as designated by this Agreement, unless otherwise agreed to in writing by EWE. At the conclusion of the Event, Vendor shall take down and remove forthwith all signs, advertisements, show-bills, lithographs, posters or cards of any description permitted by EWE.

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12. Force Majeure. In the event of fire, strike, pandemic, or other uncontrollable circumstances that render the Exhibit Area unfit or unavailable for use, or that causes the Event to be canceled ten (10) days or more prior to the opening of the Event, this Agreement will be binding and if the Event cannot be timely rescheduled, any payments made under this Agreement will be refunded to Vendor. If such *force majeure* event should occur less than ten (10) days prior to the opening of the Event, 50% of the money paid under this Agreement will be refunded to Vendor.

13. Entire Agreement/Amendments. This Agreement and the regulations attached contain the entire agreement and understanding between the parties and supersedes all prior negotiations and draft agreements, written or oral. None of the parties may alter, amend, or modify this Agreement except by an instrument in writing signed by both parties.

14. Failure to Pursue Remedies. The failure of EWE to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act that would have originally constituted a violation from having the effect of an original violation. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by EWE shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties hereto may have by law, statute, ordinance or otherwise.

15. Applicable Law; Attorneys' Fees. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon. In the event any legal action or proceeding (including, without limitation, any of the remedies provided for herein) is commenced to enforce or interpret this Agreement or any provision hereof, unless Vendor is the prevailing party, Vendor shall indemnify EWE for its reasonable attorneys' fees and other costs and expenses incurred.

16. Severability. In the event any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

I have read this Agreement and the attached General Event Building Regulations, and agree to the terms and conditions set forth herein.

Agreed to and accepted, and executed by Vendor on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Vendor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Approved and accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Empowering Womens Expo LLC

By: \_\_\_\_\_

Authorized Signatory/Management

Attachments:

Event Area Floor Plan

General Building Rules and Restrictions

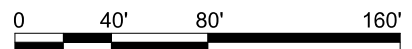
# EVENT CENTER FLOOR PLAN



**EXPO HALL**  
**BUILDING INFORMATION**  
FLOOR AREA      **87,312 SF**



SCALE: 1" = 80'-0"



## GENERAL EVENT BUILDING REGULATIONS

- Animals and pets are not permitted in the Exhibit Area except in conjunction with a pre-approved (in writing) exhibit, display show, etc. Service dogs are permitted.
- Smoking in the Event Area is prohibited, except in designated smoking located outside the Event Area.
- In accordance with national, state and local fire codes, automobiles, boats or any internal combustion engine brought in to the facility must be pre-approved. For approved vehicles displayed in the building, the fuel tank must be less than 1/8 full with one battery cable disconnected. Plastic must be placed under the entire length of the vehicle (after it has cooled) to be provided by the client. Keys and security alarm deactivation codes must be left with the EWE management. Vehicles must be placed on carpet or plywood extending at least 2' around vehicle when displayed in carpeted areas.
- Motorized vehicles, carts, bicycles or similar equipment may not be operated in public areas or in the Event Area.
- No pop-up tents are allowed at the Event.
- Use of carpet runners, show carpet or other temporary floor coverings over permanent carpet must be approved in advance.
- Passenger elevators and escalators are to be used by the general public and may not be used for freight or equipment movement. Separate service elevators are provided for freight and equipment use only.
- The Exhibit Area requires the use of residue-resistant tapes (e.g. Suretape PC 628 Gaffers, Polyken 105C or Renfrew #174 low-residue carpet tape; BDF/Beiersdorf Tesa aisle marking tape; or Asiachem SST-736 low-residue safety tape). Materials may not otherwise be taped, stapled, nailed, or affixed to ceilings, painted surfaces, columns, fabrics, or decorative walls in the Exhibit Area.
- Holes may not be drilled, punched, or cored into any part of the Space or the Exhibit Area's interior or exterior premises. The Exhibit Area's permanent signs may not be blocked in any manner. Temporary signs may not be attached in any manner to the permanent Exhibit Area signage.
- The use of helium balloons, confetti, and/or glitter must be preapproved in writing. If approved and to comply with codes, helium tanks must be tied down and secured in designated storage areas. Costs associated with the clean-up of balloons, confetti or related materials are the responsibility of the Vendor.
- Furniture, fixtures, or building equipment outside the Vendor Space may not be removed or repositioned. Any movement of furniture must be approved and handled by EWE personnel.
- All floor load capacities and ceiling tracks must be observed. If you have questions regarding the load capacity of an area, please inquire with EWE one week prior to the Event. Any variation must be approved in advance by EWE.
- Any and all unsafe acts will be terminated immediately. The Exhibit Area will remove disruptive parties, as reasonably necessary.
- All facility utilities and equipment are the property of the Exhibit Area and it is prohibited to access, tamper, or otherwise utilize said utilities or equipment without prior written approval. Cost of repair or damages resulting from unauthorized use of utilities or equipment are the responsibility of the Vendor.
- Bulk trash, crates, pallets, packing materials, etc. must be removed completely prior to the show and during move-out by the Vendor. Bulk trash is defined as any materials that cannot be removed with a broom.
- Trash compactors will be provided for normal trash disposal only. Pallets, lumber and large pieces of trash will require dumpster rental at prevailing rates. Please pre-arrange with EWE for special dumpster requirements.
- Combustible decorative material must be flame retardant.