



### Exhibitor Agreement

This Exhibitor Agreement (“Agreement”) is between the Boy Scouts of America National Council (“BSA”) and the business or individual named below (“Exhibitor”) and consists of the Event Terms below and the General Terms and Conditions on the following page. By signing below, the Exhibitor agrees to and accepts the terms below and the General Terms and Conditions on the following page.

### Exhibitor Information

1. Business Name (“Exhibitor”): \_\_\_\_\_  
Address: Name of Primary Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Business License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_  
*(\*Provide copy of business license to BSA’s designated representative)*

### Event Terms

2. Event Name (“Event”): West Virginia’s Celebration of National Hunting and Fishing Days
3. Location (“Venue”): Summit Bechtel Reserve, 2550 Jack Furst Drive, Glen Jean, WV 25846
4. Event Start Date: September 10<sup>th</sup>, 2022 Event End Date: September 11<sup>th</sup>, 2022
5. Event Daily Hours: 9:00 AM to 6:00 PM *Event Setup on September 9<sup>th</sup>, 2022 8am-8pm*
6. Area of Venue Used by Exhibitor (“Inside Vendor Tent or Outside”): \_\_\_\_\_
7. Size of Exhibit Space: \_\_\_\_\_ *See last page for Space Price and Size*
8. Permitted Use of Exhibit Space (“Permitted Use”): To operate a temporary food service establishment, informational exhibit, sales kiosk, product demonstration, or other similar display (the “Exhibit”) for Event attendees, subject to and in accordance with the General Terms and Conditions (see following page). “Temporary food establishment” includes food trucks, trailers, carts, pop-ups, concession stands, self-serve food units, portable cafes, beverage stands, or other temporary food or beverage service units serving food, non-alcoholic beverages, and other concessions. ***Selling, serving, or otherwise dispensing alcoholic beverages at the Venue is not permitted.***
9. Permits, Equipment and Supplies: Exhibitor, at its own expense, will provide all personnel and equipment necessary to operate the Exhibit. If Vendor offers food concessions at the Exhibit, then it will provide a copy of a valid permit to operate a food establishment and current health sanitation rating no later than 15 days prior to the Event. BSA will provide electricity to the Exhibit Space, but Exhibitor will be responsible for supplying all power cables and extension cords to connect with the electricity hook-up. Except as set forth in this paragraph, BSA will not provide any services or equipment to the Exhibitor.
10. Fees and Payment: Exhibitor shall pay BSA a fee of \$ \_\_\_\_\_ (the “Fee”). Exhibitor will pay this amount no later than 48 hours prior to the event. ***MAKE CHECKS PAYABLE TO “BSA” (Boy Scouts of America).***

**11. Cancellation:** Exhibitor may cancel this Agreement at any time by notifying the BSA in writing; however, Exhibitor will not be entitled to a refund of any monies previously paid to BSA, and BSA will be entitled to retain such pre-paid amounts as liquidated damages.

**12. BSA Contact:** Jeremy Rowan-WVDNR

To evidence their agreement to the terms herein, the parties have signed and delivered this Agreement on the date set forth below, to be effective as of the latter date shown below.

**Boy Scouts of America - Representative**

**Exhibitor**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN FORM, PAYMENT, INSURANCE INFORMATION AND OTHER DOCUMENTS TO:**

[Jeremy Rowan](#)

[WV Division of Natural Resources](#)

[PO Box 67](#)

[Elkins, WV 26241](#)

[304-637-0245](#)

[Jeremy.e.rowan@wv.gov](mailto:Jeremy.e.rowan@wv.gov)

**[MAKE CHECKS PAYABLE TO "BSA" \(Boy Scouts of America\)](#)**

### **General Terms and Conditions for Vendors and Exhibitors**

- 1. Exhibit Space.** BSA grants to Exhibitor a limited and revocable license (the "License") to access and use a designated area at the Venue (such area, the "Exhibit Space") during the Event for the purpose of staging and operating a temporary food service establishment, informational exhibit, sales kiosk, or product demonstration (the "Exhibit") for Event attendees, subject to and in accordance with the terms herein. Exhibitor accepts the Exhibit Space in its "as is" condition, acknowledges that the Exhibit Space is acceptable for Exhibitor's intended use, and acknowledges that BSA has not made any oral or written representations or warranties with respect to the condition of the Exhibit Space or Exhibitor's use thereof. The Exhibit Space is for the sole use of the Exhibitor, and Exhibitor shall not assign, sublet, or apportion the whole or any part of the Exhibit Space.
- 2. Responsibility for Exhibit Activities and Expenses.** Exhibitor will be responsible for all activities occurring at and within its Exhibit Space, and will conduct such activities in a safe, sanitary, orderly, and professional manner and in compliance with all applicable laws, regulations, ordinances, certifications, and licensing requirements. Exhibitor will pay all costs and expenses associated with transporting, assembling/setting-up, staffing, operating, and disassembly/break-down of its Exhibit.
- 3. Staffing.** Exhibitor, at its own cost and expense, shall provide trained, qualified and, as applicable, properly licensed personnel to operate its Exhibit ("Exhibitor Personnel"). Exhibitor will not permit any person to work without the necessary licensure, as applicable, or while his or her ability or alertness is impaired by fatigue, alcohol, drugs, or illness. Exhibitor Personnel shall wear BSA-approved identification while at the Venue, complete BSA-required safety training, including youth protection training, and are subject to a criminal background check conducted by BSA at Exhibitor's expense. Exhibitor will be solely responsible for the conduct of Exhibitor Personnel.
- 4. Prohibited Conduct.** Exhibitor shall not perform any digging or excavation at the Exhibit Space or insert or attach any stakes, poles, antennae, or guy-wires in or to the ground without the prior written approval of BSA. Exhibitor shall not use or allow the Exhibit Space to be used for any illegal, immoral, or objectionable purposes, as determined by BSA. Exhibitor shall not keep or display any merchandise or equipment in the common areas of the Venue (e.g., roadways, parking areas, rest rooms) adjacent to or outside the Exhibit Space or otherwise obstruct such areas. Exhibitor shall not use BSA's names (e.g., "Boy Scouts of America", "Summit Bechtel Reserve"), logos, insignia, emblems, or other trademarks without BSA's prior written approval; provided, Exhibitor may use the name and location of the Event for the sole purpose of identifying Exhibitor's location of operation.
- 5. Term.** Exhibitor's access to and use of the Exhibit Space begins on the Event Start Date one hour prior to the Start Time of the Event and ends on the Event End Date at the earlier of (a) one hour after

the End Time of the Event or (b) 8 p.m. Eastern Time on the Event End Date, unless this Agreement is terminated earlier in accordance with the terms herein (the "Term"). BSA may terminate this Agreement early (i) upon written notice to Exhibitor, if BSA cancels or postpones the Event, or (ii) immediately upon Exhibitor's breach of this Agreement, and BSA will have no liability to Exhibitor for such early termination.

**6. End of Term; Surrender of Premises; Damages.** Upon the termination of this Agreement, Exhibitor, at its own expense, shall remove its Exhibit and other property from the Exhibit Space and Venue, cause all Exhibitor Personnel to leave the Venue, and return the Exhibit Space to BSA in a condition substantially similar to its condition when Exhibitor first entered, reasonable wear and tear excepted. If Exhibitor does not comply with the foregoing, then BSA may (a) take any and all action it deems necessary to (i) remove Exhibitor's property and/or Exhibitor Personnel from the Venue without further notice to Exhibitor, and (ii) repair all damages to the Exhibit Space and/or Venue caused by Exhibitor or Exhibitor Personnel, and (b) recover from Exhibitor all expenses incurred by BSA to achieve such removal and repairs.

**7. Reservation of Rights by BSA.** BSA reserves the right to decline or prohibit any Exhibit, Exhibitor or proposed Exhibit or Exhibitor, and to permit only such matter and conduct as it may approve. This reservation covers persons, things, conduct, printed matter, advertising, souvenirs, and emblems, and all else which affects the Event. BSA reserves the right to modify the Event Daily Hours as may be necessary to meet the Event's needs or cancel or postpone the Event. BSA may enter the Exhibit Space at all reasonable times to assess Exhibitor's compliance with the terms of this Agreement or take such action as it deems necessary to protect BSA's property or the safety of persons at the Venue.

**8. Payment.** The Fee will be paid in full in United States dollars in accordance with the payment instructions provided by BSA. Such amount will not be considered compensation or reimbursement for services rendered, activities undertaken by BSA on behalf of Exhibitor, or income from a partnership or joint venture.

**9. Insurance.** At its own cost and expense, Exhibitor shall maintain commercial general liability insurance with a minimum coverage limit of \$1 million per occurrence and including coverage for bodily injury, property damage, and product liability; provided, if the Exhibitor offers for sale or demonstrates any firearms, archery equipment, skateboards, bicycles, or ATVs (or similar motor vehicles) at the Exhibit or provides any amusement rides, then Exhibitor's minimum general liability insurance requirement will be \$5 million per occurrence. In addition, Exhibitor shall maintain automobile liability insurance with a minimum limit of \$1 million for each incident, workers' compensation insurance with coverage amounts no less than the applicable statutory limits, and all other insurance policies required by law. All insurance policies required hereunder shall not be cancelled, not renewed, or have their coverage limits reduced without providing at least thirty (30) days' notice of the proposed action to BSA. *The insurance policies shall designate BSA and its affiliate ArrowWV, Inc., as additional insured parties and contain a waiver of subrogation in favor of BSA. Exhibitor shall provide BSA with a certificate of insurance with respect to all required insurance policies prior to entering the Venue.* The certificate of insurance shall state that the general liability insurance is primary and non-contributory with respect to any insurance policies carried by BSA and display the following as the certificate holder's address: 1325 West Walnut Hill Lane, Irving, Texas 75038.

**10. Compliance.** Exhibitor will comply with all applicable federal, state, and local laws, regulations, and ordinances

(collectively, "Laws") and with BSA's operational and safety rules and procedures applicable to the Event and the Venue (collectively, "BSA Rules"). BSA reserves the right to immediately remove (or have removed) any Exhibitor Personnel who fails to comply with any Laws or BSA Rules or is reasonably deemed unacceptable by BSA.

**11. Relationship of Parties.** Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party has authority to bind or act on behalf of the other party.

**12. Indemnification.** Exhibitor shall indemnify and defend BSA and its affiliates, including its and their respective directors, officers, agents and employees, from all losses, damages, liabilities, fines, penalties, and costs and expenses, including reasonable attorney fees (collectively, "Losses"), arising from (a) any negligent act, omission or misrepresentation by the Exhibitor or Exhibitor Personnel; (b) any bodily injury, illness, or death alleged to have been caused, in whole or in part, by the Exhibitor or its products, supplies or materials; or (c) Exhibitor's breach of its representations, warranties or covenants hereunder. The Exhibitor's foregoing obligation to indemnify shall not apply to the extent such Losses were caused by the negligence, recklessness, or intentional misconduct of the BSA.

**13. Confidentiality.** The terms and conditions of this Agreement are confidential, and neither BSA nor Exhibitor will disclose, whether orally or in writing, to any third party (other than such party's legal and financial advisors) the terms and conditions herein without the other party's prior written consent.

**14. Liability Limitation.** BSA will not be liable to Exhibitor for loss, theft, damage or destruction of Exhibitor's supplies, goods, or other property; or for any personal injury to Exhibitor or its personnel while in the Exhibit Space or at the Venue; or for any damages whatsoever to Exhibitor's business (e.g., lost profits, lost revenue) by reason of the failure to provide the Exhibit Space or the removal of the Exhibit or Exhibitor Personnel; or for failure to hold the Event as scheduled. Exhibitors are urged to insure their property against fire and theft.

**15. General.** This Agreement shall bind the parties, their respective heirs, personal representatives, successors and permitted assigns. This Agreement, including the Event Terms and these General Terms and Conditions, constitute the entire agreement between the parties relating to the subject matter herein and supersede all prior agreements, oral or written, relating to the subject matter herein. This Agreement may only be amended in a writing signed by both parties. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. This Agreement is governed by and will be interpreted in accordance with the laws of the State of West Virginia, without regard to its conflict-of-laws principles. If any provision herein is determined to be unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall remain in full effect. Neither party shall be liable for failure to perform its obligations under this Agreement (other than payment obligations) due to events beyond its reasonable control, including but not limited to: fire, acts of God, labor strikes, public health emergencies, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body (each of the foregoing, a "Force Majeure Event"). Each party represents and warrants that the individual signing this Agreement on its behalf is authorized to do so and to bind such party to the terms herein.

## Large Vendor Tent

(Please Mark Quantity Needed) See Diagram on Side

Space Type	Size	Price	Quantity
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Center Space	10'x 10'	\$100	
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Regular Space	10'x 10'	\$125	
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Corner Space		\$175	
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## Outside Vendor Space

(Please Mark Quantity Needed) Must provide your own shelter

Space Type	Size	Price	Quantity
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Non-Electric Space	10'x 20'	\$150	
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Electric Space	10'x 20'	\$175	
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## Food Concession Space

(Please Mark Quantity Needed)

Space Type	Size	Price	Quantity
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Electric Space	10'x 20'	\$275	
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Larger spaces are available upon request at an additional fee

