Four States Ag Expo 2023 Presenter/Clinician Agreement

Presenter/Clinician Name



April 14th-15th, 2023 • Montezuma County Fairgrounds, Cortez CO

Name for publicity, if different
Mailing Address
City, State, Zip
Phone (office)Mobile (During Ag Expo)
EmailWebsite
Contractual Sponsor (s):
Sponsor recognition: Required Requested
Overall Program Title:
Presentation frequency
Session Titles:
Friday #1 #2
Saturday
In exchange for these presentations, the Four States Ag Expo will provide: Booth Location # Booth size Tables needed A.V. equipment requested from Ag Expo: Tables needed
Unless requested here, Presenter is presumed to supply his/her own P.A., electronic, or A-V equipment.
Other special requests:
Ag Expo will make every reasonable attempt to honor requests but cannot guarantee fulfillment.
 Unless otherwise noted, each presenter receives one parking pass and two 2-day admission passes. Additional 2-day admission passes are available at check-in for \$12/each; single day admission for \$5/day. Livestock: Presenter, owner or agent responsible for any animal participating in Ag Expo must complete separate Livestock Exhibitor Contract, all terms of which apply including health stipulations. No animals will be unloaded without executed Livestock Exhibitor contract and specified health papers. All animals must be checked in or out by Ag Expo livestock management prior to unloading or loading. See also page 2 of this agreement for further notes.
This is a two-page agreement. Signatures denote agreement to all terms and conditions on both pages. Initial Pg. 2
Presenter: Date:
Ag Expo: Date:
Please send signed & dated copy of this agreement to
Four States Agricultural Exposition, Drawer RR, Cortez, CO 81321 Or email to: fourstatesagexpo@gmail.com • (970) 529-3486 • www.fourstatesagexpo.com An executed copy will be returned to you.

2023 Four States Ag Expo Presenter/Clinician Agreement

2023 Presenter/Clinician Terms and Conditions

- 1. Entities referred to in this document are defined to mean: Four States Agricultural Exposition (which hereinafter may be referred to as "Ag Expo") includes its Directors, Management, Staff, Volunteers, Guests and family of these; "Presenter" includes contracting individual or business entity, and any staff, personnel, guests, family and volunteers under Presenter's direction.
- 2. Presenter will carry out the agreed upon scope with professional conduct and give priority to the best interests of Ag Expo.
- 3. Unless otherwise noted herein, Presenter is expected to remain on the premises and available to the public during the entire show: Friday and Saturday, April 14th and 15th.
- 4. Booth space and pens will be assigned by the Ag Expo.
- 5. Schedule and location (s) of presentations are determined Ag Expo. Published schedule may change without notice.
- 6. Publicity materials (biography, photo, presentation titles and details) are due by February 15th, 2023, to allow for adequate publicity.
- 7. Liability insurance: Presenter agrees to carry for the period of Presenter's presence at the Ag Expo, policies of comprehensive Commercial General Liability Insurance and Contractual Liability Insurance specifically including but not limited to contractual liability, bodily injury, property damage and product liability, in an amount not less than \$1,000,000 Single Limit and not less than \$2,000,000 Aggregate Limit. Ag Expo, and its Directors, Officers, other Board Members and Volunteers shall be named as additional insured. Presenter will furnish certificate of insurance without exception, no later than April 1st, 2023.
- 8. Indemnification: Presenter shall indemnify, defend, save and hold harmless Ag Expo, its Directors, incorporators, Officers, Employee, Volunteers, Agents, Consultants, and Sponsors from any and all actions, causes of action, claims, demands, losses, damages, costs, attorney fees, judgments, liens, indebtedness and liabilities whatsoever in any form or on any basis, arising from or related to, directly or indirectly, the Presenter's presence at or participation in the Ag Expo, whether caused by any act or omission of Ag Expo or some other cause, except for injury or damage caused exclusively by willful or wanton conduct of Ag Expo.
- 9. Damages: Presenter shall pay Ag Expo for any damages caused to Montezuma County Fairgrounds ("MCF") facilities and to any equipment, furnishings and materials belonging to, rented by, or in the care of Ag Expo. Presenter is responsible for any damages caused while on MCF premises by the operation or parking of vehicles for which Presenter is responsible.
- 10. MCF requirements: Presenter shall adhere to all requirements of the MCF Master Contract, except that when Ag Expo requirements are more stringent, Ag Expo's shall apply. A copy of MCF contract is posted at www.FourStatesAgExpo.com and is available upon request.
- 11. Montezuma County explicitly prohibits dogs at all times inside any Fairgrounds building without exception and on the grounds excepting only those participating in specific events. This ordinance is heavily enforced by MCF management & FSAE. No dogs to be left in vehicles.
- 12. Ag Expo assumes no responsibility for any illness, accident, injury or mishap which may befall Presenter, Presenter's employees or volunteers, or for any damage to or loss of Presenter's property or the property of Presenter's employees or volunteers. Ag Expo assumes no responsibility for disease outbreak or spread, illness, injury or death of livestock or other animals.
- 13. Security: The presence of security personnel does not constitute acceptance of any responsibility by Ag Expo for security of the presenter's products but is merely to assist during the show. Ag Expo will not provide grounds security after close of show on Sunday.
- 14. Ag Expo makes no guarantee of sales or visitor volume or type, nor does Ag Expo offer anyone the exclusive rights to sell or display specific merchandise or services.
- 15. Presenter is responsible for group members, booth staff and volunteers adhering to these terms and conditions.
- 16. Presenters are responsible for the behavior of any minors in their care; children should always remain under adult supervision.
- 17. Lost child center at the information booth in the main pavilion.
- 18. Check-in and set-up are Thursday, April 13th from 8 a.m.—7 p.m. <u>NO CHECK-IN AFTER 7 P.M.</u> Check in at info booth in main pavilion before unloading. Exhibits must be in place by 7 pm Thursday. (Exceptions by prior arrangement)
- 19. If any additional information is necessary, it will be sent to Presenter by March 1, 2023.
- 20. Space is limited to area assigned; no set up allowed in un-numbered locations.
- 21. <u>Pick up packet with passes at check-in</u>; beginning Friday morning, everyone ages 16 or over without a day appropriate wristband or 2-day pass must pay admission. This includes Presenters and their personnel. Presenter will distribute any passes and/or wristbands acquired for others, prior to day of the event.
- 22. After 7pm Thursday, no vehicles will be allowed in the main show area. ONLY livestock vehicles will be allowed grounds access, ONLY to the livestock areas and ONLY before 8:30 a.m. and after the close of show daily. At all other times VEHICLES MUST BE PARKED IN DESIGNATED LOTS. We take safety seriously, and there will be NO exceptions.
- 23. Licenses / Permits: Presenter shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the Four States Ag Expo. Presenter shall be responsible for paying all taxes, license fees or other charges that may become due to any government authority in connection with their activities at the exposition.
- 24. Demonstration Animals:
 - a. It is the presenter's responsibility to arrange for demonstration riders and/or animals unless prior arrangements have been made.
 - b. Presenter agrees to furnish Ag Expo with contact information for demo animal owners no later than March 15, 2023.
 - c. Owner or agent (including Presenter) responsible for any animal participating in Ag Expo must complete separate Livestock Exhibitor Contract, all terms of which apply including health stipulations. No animals will be unloaded on premises without executed contract and specified health papers.
 - d. All animals must be checked in and out by an Ag Expo board member or designee, at the South gate, prior to unloading.
 - e. Before commencing relevant activity, anyone riding, driving, or otherwise participating in clinic or event during the Four States Ag Expo must sign and initial both pages of this contract releasing Ag Expo and MCF of liability.
 - f. Ag Expo has a zero-tolerance policy on animal cruelty and requires reasonable care be taken of all animals on the premises.
 - g. See Livestock Exhibitor Contract for other terms and conditions and specifics relating to demo animals.
 - h. There is no charge for demo animal pens; owner of or agent for demo animal will receive 1 single-day admission for each day of demonstration, or a 2-day lanyard pass.
- 24. The Four States Ag Expo reserves the final and absolute right to deny entry to or require removal without recourse or refund of any person, animal, personal property, sign, printed material or other thing for any reason deemed by the Four States Agricultural Exposition, in its sole discretion