

VIII-7 Exhibitor Agreement

**NORTHWESTERN STATE UNIVERSITY  
Exhibitor Agreement**

- I. Purpose and Scope:** To outline the procedure for a release for the university when exhibits are presented on university facilities.
- II. Reference:** Office of Risk Management guidelines
- III. Responsible Area:** University Affairs
- IV. Procedure:**

**Responsible Employee for Exhibit**

1. Prior to providing Exhibitor with space for display of exhibits, complete Exhibitor Agreement by entering the following information:
  - Date of agreement
  - Name of Exhibitor
  - Event
  - Location of exhibit
  - Time line and dates for exhibit

**NOTE: Attachments #1 and #2 are two formats for a release for the university when exhibits are presented on university facilities. The longer version would only be appropriate if there was a long term exhibit. Execution of this agreement indicates all groups agree to follow university guidelines and acknowledge there is no insurance should something occur to damage the display.**

2. Sign agreement in the presence of witnesses and have witnesses sign.
3. Secure signature of Exhibitor and witnesses.
4. Maintain copy of agreement and forward original to Environmental Health & Safety Officer.

**EXHIBITOR AGREEMENT**

This agreement is entered into on \_\_\_\_\_20\_\_ by and between: Northwestern State University referred to as "NSU", and \_\_\_\_\_, referred to as "Exhibitor".

**I. Exhibit Area**

NSU by this agreement provides to Exhibitor the following described space for display of exhibits for a limited period of time as further defined and described below constitution a part of the NSU physical campus (referred to as "Exhibit Area") which is located in a certain building/area of ground or lot at NSU.

[EVENT, LOCATION OF EXHIBIT, TIMELINE AND DATES]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is further understood that the general layout and size of the Exhibition and Exhibit Area are not deemed to be a warranty, representation or agreement on the part of NSU that the Exhibit Area will be exactly as indicated. NSU specifically reserves the right, in its sole discretion, to:

1. Relocate the Exhibit Area or portions of the Exhibit Area within the University any time prior to or concurrent with the Exhibition;
2. Increase or decrease the size of the exhibit or number of exhibitors;
3. Cancel this agreement at any time.

**II. USE OF PREMISES**

The Exhibitor agrees to use the provided space during the term of the agreement only for the purposes of the event and for no other purpose or purposes, shall not use any other area nor assign this Exhibit Area or transfer, sell or sublet the whole or part of the Exhibit Area without specific written permission from NSU.

**III. LIABILITY**

The Exhibitor agrees to use and occupy the Exhibit Area for the purposes identified in this event and acknowledges it does so at this/her own risk, and that NSU shall have no responsibility, obligation or liability nor provide any insurance for any loss of or damage to the Exhibit property caused by any act, omission or negligence of Exhibitor, other exhibitors, occupants or guests in, on or about the Exhibit Area.

WITNESSES:

\_\_\_\_\_ NORTHWESTERN STATE UNIVERSITY  
 \_\_\_\_\_ BY: \_\_\_\_\_  
 \_\_\_\_\_ EXHIBITOR  
 \_\_\_\_\_ NSU  
 \_\_\_\_\_

## EXHIBITOR AGREEMENT

This agreement is entered into on \_\_\_\_\_, 20\_\_\_\_ by and between: Northwestern State University referred to as "NSU," and \_\_\_\_\_, referred to as "Exhibitor".

### I. Exhibit Area

NSU by this agreement provides to Exhibitor obtains from NSU the following described space for display of exhibits for a limited period of time as further defined and described constituting a part of the NSU physical campus (referred to as "Exhibit Area") which is located in a certain building/area of ground or lot at NSU, as more fully set forth in Exhibit 1 attached to and made a part of this agreement.

It is further understood that Exhibit 2, attached to and made a part of this agreement, which sets forth the general layout of the Exhibit Area, is not deemed to be a warranty, representation or agreement or agreement on the part of NSU that the Exhibit Area will be exactly as indicated on Exhibit 2. NSU specifically reserves the right to:

1. Relocate the Exhibit Area or portions of the Exhibit Area within the University any time prior to or concurrent with the Exhibition;
2. Cancel this agreement at any time.

It is understood that the size of the exhibition, of which the exhibits form a part, may from time to time be reduced by NSU, in NSU's sole discretion, or be increased by the addition of other exhibitors from time to time by NSU, in NSU's sole discretion.

### II. TERM OF AGREEMENT

This Agreement is made for the exhibit term of \_\_\_\_\_

### III. USE OF PREMISES

It is understood, and Exhibitor agrees, that he space during the term of the agreement, shall be used by the Exhibitor only for the purposes of the event and for no other purpose or purposes.

The Exhibitor agrees to conform to the following provisions during the entire term of this agreement:

- a. That no action, other than the display of the agreed upon exhibit, may be conducted within the premises, without the prior written consent of NSU;
- b. That Exhibitor shall not use the sidewalk, parking areas, and neutral grounds, is any, adjacent to the premises for additional exhibition, without the prior written consent of NSU;
- c. That Exhibitor shall not place or suffer to be place or maintained on the exterior of the premises any sign, advertising matter or other thing of any kind without first obtaining NSU's written approval; Exhibitor shall not alter the premises and shall not make any structural alteration to the premises or any part of those premises without first obtaining NSU's approval;
- d. That Exhibitor shall not perform any act or carry on any proactive which may injure the premises or any other part of NSU, or cause any offensive odors or loud noise or constitute a nuisance or a menace to any other Exhibitor or other persons at NSU;

- e. That exhibitor will not use or permit the use of any apparatus for sound so reproduced, transmitted or produced shall be audible beyond the interior of the premises; to keep all mechanical apparatus reasonably free of vibration and noise; not to cause or permit objectionable odors to emanate or be dispelled from the Exhibit Area; to comply with all laws and ordinances and all valid rules and regulations of any Federal, State, Municipal or other public authority having jurisdiction at NSU; not to overload the electric wiring servicing the Exhibit Area; and to at all times act in a dignified manner and in accordance with high standards of operation;

Notwithstanding any other provisions of this agreement, the Exhibitor agrees that it will not assign this Exhibit Area or transfer, sell or sublet the whole or part of the Exhibit Area.

**IV. MAINTENANCE OF EXHIBIT AREA**

NSU agrees to keep in reasonably good order, condition and repair the roof, foundations and structural portions of the Exhibit Area, except for any damage caused by an act of negligence of the Exhibitor but specifically denies any liability incurred by Exhibitor for the exhibit during this agreement.

**V. LIABILITY**

NSU shall not be liable for damage to his or her property caused by an act, omission or negligence of Exhibitor, other exhibitors, occupants or guests in, on or about the Exhibit Area.

Exhibitor shall use the exhibit area at its own risk and agrees to assume full responsibility for the condition of the Exhibit Area relieving NSU of all responsibility, obligation or liability for any loss and damage or injury to Exhibitor's personal property.

NSU does not provide insurance coverage for the loss of Exhibitor's property displayed within this agreement. Exhibitor displays such property with the full understanding that NSU provides no coverage for its damage or loss.

The Exhibitor agrees to use and occupy the Exhibit Area for the purposes identified in this event and acknowledges it does so at his/her own risk, and that NSU shall have no responsibility, obligation or liability for any loss of or damage to personal property of the Exhibitor. The provisions of this Section shall apply during the whole of the agreement term.

**VI. DAMAGE**

In case the Exhibit Area shall be damaged by fire, windstorm or other casualty, NSU reserves the right to cancel the Exhibit and shall not be responsible for any damages to Exhibitors property due to such events.

WITNESSES:

\_\_\_\_\_ NORTHWESTERN STATE UNIVERSITY  
 \_\_\_\_\_ BY: \_\_\_\_\_  
 \_\_\_\_\_ EXHIBITOR  
 \_\_\_\_\_ NSU  
 \_\_\_\_\_