



**TERMS OF APPLICATION & CONTRACT - *Signature Required Below***

**DEFINED TERMS:** TERMS ("Event") means the 2026 NWA Women's Expo scheduled for Friday April 24, 2026 ("Move-In Date") Saturday April 25, 2026, & Sunday April 26, 2026 ("Event Dates") and Sunday April 26, 2026 ("Move-Out Date") at the Benton Conty Fairgrounds & Expo Center ("Exhibit Facility"). The Event is owned, produced, and managed by Donnell Productions. "Organizer" means collectively Donnell Productions ("DP") its directors, representatives, employees, and assigns. "Exhibitor" means collectively the company or person that applied for Exhibit Space and agreed to enter into this Agreement upon acceptance by DP in the manner stated below. "Contract" means the application/contract attached to these terms and conditions. "Agreement" means terms and conditions together with the attached application. "Effective Date" means the date of the latest signature of this Agreement

**CONTRACT/TERMS OF AGREEMENT:** The Contract and Terms of Agreement shall become binding and effective when a deposit has been received for the Exhibit Space and/or it has been signed by the Exhibitor. The Exhibit Space is limited to those persons, firms and corporations which have contracted and paid for Exhibit Space. Exhibitors may not assign their contract for Exhibit Space to other persons or companies. Donnell Productions reserves the right to remove from the Expo facility premises any and all property of the Exhibitor should the Exhibitor violate any of the conditions of these rules and regulations. This right may be exercised without prior written notice and without hearing.

**ASSUMPTION OF RISKS/RELEASES:** Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the Event whether caused by negligence, intentional act, accident, act of God or otherwise. It is expressly understood and agreed by the Exhibitor that no claim of any kind against Organizer for loss, damage, theft or destruction of goods or exhibit; nor any injury that may occur to himself or his employees while at the Event.

**EXPO INSURANCE:** Vendors sampling and selling food and companies conducting interactive services in their booth must provide Donnell Productions with a Certificate of Insurance (COI) prior to the Event.

**INDEMNIFICATION:** It is expressly understood and agreed by the Exhibitor that no claim of any kind against Organizer for loss, damage, theft or destruction of goods or exhibit; nor any injury that may occur to himself or his employees while at the show. The Exhibitor shall indemnify, defend (with legal counsel satisfactory to DP) and hold Organizer and the Exhibit Facility harmless from and against any and all claims, liabilities, actions, costs, damages and expenses arising out of or relating to the custody, possession, operation, maintenance or control of leased space by Exhibitors participation or presence in the Event. The Exhibitor shall be solely responsible to his own agents and employees and to all third persons, including invitees and the public for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance or control of leased space or exhibit. Exhibitor is also held responsible for agents and employees performing on Event Stages.

**LICENSES:** Any and all City, Municipal, State or Federal licenses, inspections or permits as required by law of any Exhibitor in the installation or operation of the display shall be obtained by the Exhibitor at his own expense prior to the opening of the show.

**LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES SHALL ORGANIZER OR THE EXHIBIT FACILITY BE LIABLE FOR ANY LOST PROFITS OR AND INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR ANY OF THEIR ACTS OR OMISSIONS, WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. ORGANIZER MAKES NO GUARANTEES REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE EVENT

**EXHIBIT CANCELLATIONS:** All Cancellations must be in writing. Cancellations received by six months prior to the show date will have their payment refunded in full less a \$100 cancellation fee. Cancellations received between three and six months prior to the show date will be refunded any sum paid over the 50% deposit. Cancellations received less than three months prior to the show will receive no refund and the Exhibitor is responsible for full payment. No credits or refunds will be issued for Companies who have been given or have selected the 'Exclusive Product Line' option for their product or service.

**FAILURE TO PAY/OCCUPY:** In the event, space assigned to the Exhibitor has not been paid for by the due date, Donnell Productions may, at its full discretion terminate the agreement and reassign space to another Exhibitor. The Exhibitor is not entitled to any refund for sums paid in advance to Donnell Productions as payment for exhibit space and the Exhibitor is responsible for full payment. Credit card information on file will be used for final balance due, unless otherwise noted. In the event, the Exhibitor does not claim or occupy their assigned space during the scheduled move-in time Donnell Productions may terminate the agreement and reassign the space. The Exhibitor is not entitled to any refund for sums paid in advance to Donnell Productions as payment for exhibit space and the Exhibitor is responsible for full payment.

**MOVE-OUT:** A \$100.00 fine shall be imposed on the Exhibitor dismantling their booth prior to closing time. All exhibits shall be removed by the end of the scheduled move-out period unless special arrangements have been made with DP.

**EXHIBIT APPROVAL:** Donnell Productions reserves the right to reject or prohibit any exhibit which in its opinion is not suitable to keeping with the character of the Expo or has not been previously approved by DP.

**EVENT CANCELLATION:** In the Event, Donnell Productions shall fail to hold the Exposition, Donnell Productions shall refund to Exhibitor all sums paid and such refund shall be accepted by Exhibitor in full settlement of all loss or damage suffered by Exhibitor. If by reason of fire, wind, storm or any other cause or condition beyond the control of Donnell Productions, the exhibition facility becomes unavailable, the Exhibitor authorizes Donnell Productions to assign to Exhibitor in lieu of the space, equivalent space at a rescheduled exhibition in the same facility or in another venue as Donnell Productions may be able to procure for the holding of the Exhibition a rescheduled date. Exhibitor shall use and occupy the space under the same terms and conditions and at the same exhibit fee as set forth in this agreement and Donnell Productions shall not be liable to Exhibitor for any loss or damages suffered by Exhibitor for the unavoidable postponement and or relocation of the Expo.

**I have read and agree to all the terms as stated.**

Name: \_\_\_\_\_ Sign Here: \_\_\_\_\_



Title: \_\_\_\_\_ Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

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