



Room # _____ Exhibit Room Contract

This 2019 Exhibit Room Contract (the "Contract") entered by and between the Out West Art Show & Sale ("Out West") and _____ ("Contract Holder").

The parties agree:

1. Subject to the terms of this Contract, the Contract Holder may occupy and rent an Exhibit Room at the Heritage Inn for the Exhibit Room Show, March 18 through 21, 2020.

*** (This Contract does not allow the Contract Holder the use of any space outside of the Exhibit Room!)

2. On or before July 31, 2019, The Contract Holder shall pay to Out West Art Show & Sale the Show fee. The Contract Holder is also responsible for contacting the Heritage Inn to provide them with a guaranteed the first night hotel room deposit on or before December 1, 2019. If these fees are not received by the foregoing deadlines, the exhibit room may be released and the Contract Holder shall have no right of occupancy or use. A furniture stripping fee will be charged by the Heritage Inn.

3. Exhibit Room Show fees are refundable until November 30, 2019. Refunds of 35% of Show fee will be made between December 1 and December 15, 2019. No refunds will be made for cancellation by Contract Holder after December 15, 2019. The Contract Holder acknowledges and agrees that the balance for hotel room rental (5 nights minimum) and the furniture stripping fees is owed. The Contract Holder shall pay this directly to the Heritage Inn upon checkout.

4. The Contract Holder shall not assign this Agreement or sublet, share or transfer, or otherwise permit the use of the Exhibit Room without the express written consent of Out West Art Show & Sale Contract Holder and its assignees, unless authorized in writing by Out West Art Show & Sale, may not use an Exhibit Room for any purpose other than as allowed hereunder.

5. The Contract Holder acknowledges and agrees that Out West Art Show & Sale has sole discretion to select and determine the Exhibitors from year to year and nothing in this Agreement nor otherwise creates any obligation, presumption nor implication that this Agreement is continuing or renewable, but rather entered into on a year to year basis. This art show is an Invitational Event.

6. The Contract Holder acknowledges and agrees to be bound by the Exhibit Room Policies and the Exhibit Room Information Sheet (collectively, the "Policies"), and pursuant to the Policies agrees that the Contract Holder is solely responsible for the condition of the Exhibit Room rented hereunder. The policies are incorporated herein by reference as if fully set forth herein.

7. Out West Art Show & Sale, including its officers, trustees, directors, employees, agents, contractors, representatives, insurers and volunteer (collectively "Out West") will not accept any responsibility for the care, security, safety or well-being of any art, property, displays, goods, merchandise or materials consigned to or in the possession or ownership of any Contract Holder before, during, or after the Show. Out West shall not be responsible for loss or damage of art, property, merchandise or materials, display or goods belonging to

Contract Holder or consigned to Contract Holder or otherwise brought to the Show by or on behalf of Contract Holder before, during, or after the Show, whether resulting from fire, storms, water, acts of God, air conditioning or heating failure, theft, pilferage, acts of terrorism, mysterious disappearance, bomb threats or any other cause whatsoever. All such items are brought to the Show and displayed at Contract Holder's own risk, and should be safeguarded at all times. Contract Holder has been advised to take all necessary steps and precautions to protect property, including works of art, from such loss, theft or damage, such as purchasing "all risks" insurance on such property and works of art. Contract Holder further agrees that Out West Art Show & Sale is not liable for any injury, loss or damage that may occur to Contract Holder, or to Contract Holder's employees, agents, guests or property before, during or after the Show, including but not limited to Contract Holder's participation in the Show. Contract Holder agrees that is maintains adequate insurance to fully protect Contract Holder and Out West Art Show & Sale from any and all claims arising from Contract Holder's participation in the Show.

8. Contract Holder assumes responsibility and agrees to indemnify, defend, and hold Out West Art Show & Sale harmless from and against any claims or expenses (including attorney's fees) arising out of (a) the execution of the Contract or the Exhibit room assignment process, (b) participation in the Show, (c) sale of any art or goods, (d) the use of the Show facility, (e) authenticity, legal ownership, or claimed infringement of any displayed or sold art works, and/or (f) the acts, omissions or negligence of Contract Holder, its employees, volunteers, agents or contractors, by reason of personal injuries, death or property damage or any other cause of action sustained by any persons or others. Contract Holder assumes all responsibility and liability for losses, damages and claims arising out of Out West Art Show & Sale P.O. Box 6241, Great Falls, MT 59406-6241, info@outwestartshow.net injury or damage to, or caused by, Contract Holder's displays, equipment, employees or representatives. In no event shall Out West Art Show & Sale be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement. The liability of Out West Art Show & Sale and Contract Holder's sole remedy for any claim of loss or damage arising from or related to the Contract or its Amendments, regardless of the form of action, shall be limited to one-half of the fees paid to Out West Art Show & Sale under the Contract.

9. The Out West Art Show & Sale aggregate liability, if any, under this Contract or Contract Holder's participation in Out West Art Show & Sale, shall be limited to the room and entry fee paid by Contract Holder to Out West Art Show and Sale. Notwithstanding the foregoing, in no event shall Out West Art Show & Sale be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.

10. Contract Holder agrees that Out West Art Show & Sale may photograph, publish, and promote Contract Holder's works of art and the name and likeness of Contract Holder in catalogs, websites, brochures and other publicity materials. All such promotion and publicity of Contract Holder and any works of art shall be at the sole discretion of Out West Art Show & Sale

11. This Contract, the Policies, any Artist Consignment Agreement, and any addenda attached hereto and agreed to by the parties in writing, constitute the entire agreement between the parties, and supersede any and all prior agreements and arrangements concerning the subject matter hereof, whether oral or written, between the parties. No modification of this Contract shall be binding unless in writing, attached hereto, and signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Montana, excluding its choice of law provisions, and the parties consent to the exclusive jurisdiction of courts in Montana to resolve and disputes hereunder. The failure of either party to insist upon the performance of any provision of this Contract, or to exercise any right or privilege granted to that party under this Contract, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions

herein which by their very nature are intended to survive termination or cancellation of this Contract will survive such termination or cancellation. This Contract may be executed in counterparts and shall be binding upon and inure to the benefit of the parties successors, heirs and permitted assigns.

CONTRACT HOLDER

Printed Name Business Name (Optional) _____

Signature _____ Date _____

Out West Art Show & Sale

Signature _____ Date _____

Out West Art Show & Sale
P.O. Box 6241 Great Falls, MT 59406-6241
info@outwestartshow.net