

PLEASE RETURN A SIGNED COPY NO LATER THAN AUGUST 18, 2017.

Oklahoma Municipal League

2017 Conference & Exposition Exhibit Space Contract

AGREEMENT, made this _____ day of _____, 2017 by and between _____, herein referred to as "Exhibitor," and the Oklahoma Municipal League, Inc., 201 N.E. 23rd Street, Oklahoma City, Oklahoma 73105-3199, hereinafter referred to as "Management."

PURPOSE AND DEFINITION OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which Management will allow Exhibitor to rent exhibit space at the 2017 Annual Conference & Exposition, September 12 – 14, 2017, Cox Business Center, Tulsa, Oklahoma.

This agreement includes this **Exhibit Space Contract**, the **Exhibit Space Application Form** and the **Exposition Rules and Regulations**. These are an integral part of this contract and are incorporated herein for all intents and purposes the same as if fully set out herein.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

- (1) Exhibitor agrees to timely pay all fees, charges and costs as specified in this agreement and to abide by the terms and conditions set out in the **Exposition Rules and Regulations**.
- (2) Management agrees to provide the exhibit space as defined in the **Exhibit Space Application Form** and to abide by the terms and conditions contained in the **Exposition Rules and Regulations**.
- (3) **Oklahoma Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Oklahoma, and all obligations of the parties created hereunder are performable in Tulsa County, Oklahoma.
- (4) **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- (5) **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, or unenforceable provision had never been contained herein.
- (6) **Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written oral agreements between the parties respecting the within subject matter.
- (7) **Compliance With Applicable Statutes, Ordinances, and Regulations.** In performing the services required of it under this Agreement, the Exhibitor shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations. If such compliance is impossible for reasons beyond its control, Exhibitor shall immediately notify Management of that fact and the reasons therefor.
- (8) **Impossibility.** The Annual Conference & Exposition is subject to termination without liability upon the occurrence of any circumstance beyond the control of the Oklahoma Municipal League—such as acts of God, war, terrorism, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities—to the extent that such circumstance makes it illegal, impossible, excessively difficult or expensive due to unforeseen contingency.
- (9) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- (10) This Agreement constitutes the sole and only Agreement between the parties hereto in relation to the 2017 Annual Conference & Exposition and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter contained herein.
- (11) By their execution of this Agreement, the respective representatives of the parties hereby expressly represent that they are duly authorized to execute this Agreement on behalf of the party whom they purport to represent.
- (12) Neither the Management, the Cox Business Center or the Doubletree Hotel assumes any responsibility for destruction, damage or loss of the Exhibitor's property from any cause. The Exhibitor agrees to indemnify and hold harmless both Management, the Cox Business Center and the Doubletree Hotel from any liability and expense for any injury, property damage or other loss arising out of the use by the Exhibitor of its exhibit space or activities in connection therewith.

EXECUTED at Oklahoma City, Oklahoma on the day and year first above written:

EXHIBITOR

OML Staff / MANAGEMENT

By: _____

By: _____

Title: _____

Title: _____