

**YODER & FREY AUCTIONEERS, INC. 35th ANNUAL AUCTION SALE
 FEBRUARY 9 - 17, 2009 KISSIMMEE, FLORIDA
 APPLICATION AND AGREEMENT FOR USE OF EXHIBIT SPACE**

The undersigned _____ ("Exhibitor") does hereby apply for the right to the use of Display Areas, and Tent Spaces as indicated below at the 2009 Yoder & Frey Auctioneers, Inc. Annual Auction Sale to be held February 9, 2009 through February 17, 2009 at Kissimmee, Florida under the terms and conditions recited in this Application/Agreement. Upon completion of the space assignment and execution by Yoder & Frey Auctioneers, Inc. ("Yoder & Frey") a contract between Yoder & Frey and Exhibitor shall be formed on the terms and conditions contained in this Agreement.

1. Location. The location and arrangement of spaces will be assigned at the sole discretion of Yoder & Frey, in general on a first pay-first serve basis. Such assignment is subject to change at any time. Yoder & Frey's failure or inability to accommodate Exhibitor's desires and wishes with regard to location shall not be grounds of cancellation of this Agreement.

2. Insurance, Responsibility Indemnification. Exhibitor shall establish and maintain a comprehensive general liability policy of insurance in a form acceptable to Yoder & Frey. Such insurance shall have a per occurrence coverage limit of at least \$1,000,000, shall name Yoder & Frey as an additional insured, and shall not be cancelable except upon 30 days' notice to Yoder & Frey. Prior to the delivery, erection, operation or dismantling of any display booth or booths or the use of any areas covered by this Agreement, Exhibitor shall provide Yoder & Frey with a currently-dated certificate of insurance in a form acceptable to Yoder & Frey showing that the above required insurance is in full force and effect.

Exhibitor assumes full responsibility for the erection, operation and dismantling of its display booth or booths and for the transportation, erection, operation, and removal of all material equipment and other property used in conjunction therewith. Neither Yoder & Frey nor the property owner shall be responsible or liable for any injury or damage including property damage, personal injury, or death occurring at, arising in whole or in part out of Exhibitor's use of the display area. Exhibitor hereby agrees to hold harmless, indemnify and defend Yoder & Frey and the property owner from and against any losses, claims, actions, liabilities, cost and expense, allegedly occurring at or in whole or in part arises out of or in connection with Exhibitor's use of the display area including injury or losses to property, personal injury and deaths.

3. Rules and Regulations. Yoder & Frey reserves the right to establish and from time to time modify rules and regulations relating to the use of the display area as it, in its sole discretion, deems to be necessary and reasonable for the proper and safe conduct of Exhibits, displays and demonstrations. Display participants agree to abide by the rules of the display area, found in the VENDOR DISPLAY GUIDE, upon submission of their application.

4. Compliance with Law. Exhibitor shall comply with all local, state and federal statutes, regulations and policies with respect to the operation of their display area. Exhibitor shall obtain and maintain any and all licenses and registrations required for their operation and shall be responsible for the collection and remittance of all sales or use taxes or similar taxes, which become due as a result of their activities. Failure to comply with the above shall be grounds for immediate termination of this Agreement with no refund of rental monies paid.

5. Exhibitor Information. Please complete:

Company Name _____
 Contact Person _____
 Address _____
 City, State, Zip _____
 Telephone () _____
 Fax () _____ Cell Phone () _____
 Email _____

In 20 words or less explain the type of service provided or product to be displayed

6. Requested Display

Display Area (25' X 70') @ \$895.00 = _____

Display Area (25' X 40') @ \$795.00 = _____

Tent Space (20' X 10') @ \$795.00 = _____

(Trucking Co. & Advertisers)

7% Sales Tax _____

Subtotal _____

Permit Fee 35.00 _____

TOTAL DUE _____

7. Payment. This application shall be accompanied by a check in full payment of all sums due hereunder. In the event that the application is not accepted, such payment shall be returned to Exhibitor within a reasonable time.

8. Limitation of Damages. In the event of any breach of this Agreement for any reason by Yoder & Frey, Exhibitor agrees that the damages it may seek from Yoder & Frey shall be limited to the total amount paid to Yoder & Frey by Exhibitor pursuant to this Agreement. Exhibitor shall not be entitled to equitable relief, actual damages in excess of fees paid to Yoder & Frey, incidental or consequential damages or punitive damages of any sort.

9. The foregoing agreement contains all agreements of any kind between Exhibitor and Yoder & Frey and supersedes any prior understandings, representations or discussions whether oral or in writing. This contract may only be modified by a writing signed by both parties.

EXHIBITOR: _____ YODER & FREY AUCTIONEERS, INC.
 By _____ By _____
 Its _____ Its _____

Return original, completed form to: **Yoder & Frey Auctioneers, Inc.**
Attn: Sharon Bernath
1670 Commerce Road
Holland, Ohio 43528
PH: 419-865-3990