

ROCHESTER OUTDOOR RECREATION & VACATION SHOW EXHIBITOR CONTRACT APPLICATION FOR EXHIBIT SPACE

RochesterMNshows, hereafter referred to as SPONSOR, grants to the entity listed below, hereafter referred to as EXHIBITOR, the right to reserve exhibit space at the 2018 show. The EXHIBITOR agrees to be bound by and acknowledges all terms, conditions and obligations of EXHIBITOR under this Application shall be binding upon EXHIBITOR from the signature date of the Agreement. This Agreement includes all terms of the APPLICATION and compliance with the TERMS, RULES and REGULATIONS of this show.

Exhibiting Company _____ Date ____/____/____
Address _____ Suite _____ PO Box _____
City _____ State or Province _____ Postal Code or Zip _____
Telephone _____ Cell Phone _____ Fax _____
Email Address _____
By _____ Signature _____ Title _____

MY COMPANY WILL BE EXHIBITING

EXHIBIT OR BULK EXHIBIT LOCATION(S) REQUESTED

NUMBER OF "10 FEET WIDE BY 8 FEET DEEP" EXHIBIT SPACE(S) REQUESTED (Includes Back and Side Curtains)

My company will need 1 Corner Exhibit Space, 80 sq. ft. at \$475.00 Per Exhibit Space. ----- \$-----
My company will need 1 In Line Exhibit Space, 80 sq. ft. at \$425.00 Per Exhibit Space. ----- \$-----
My company will need 2 Exhibit Spaces, 1 Corner, 1 In Line Exhibit Space, 160 sq. ft. at \$850.00 Per. ----- \$-----
My company will need 2 In Line Exhibit Spaces, 160 sq. ft. at \$800.00 Per. ----- \$-----
My company will need 4 Exhibit Spaces, 320 sq. ft. as an End Cap Exhibit at \$1,550.00 Per. ----- \$-----

NON-PROFIT FISHING, HUNTING, OUTDOOR OR NATIONAL OUTDOOR ORGANIZATIONS SPACE(S) REQUESTED

My non profit organization will need () In Line Exhibit Space or Exhibit Spaces at \$200.00 Per Exhibit Space. ----- \$-----

AMOUNT OF BULK EXHIBIT SPACE REQUESTED

My company will need () Bulk Square Feet at \$1.95 per square foot (minimum 360 - 600 Square Feet). ----- \$-----
My company will need () Bulk Square Feet at \$1.75 per square foot (minimum 601 Square Feet Plus). ----- \$-----

DEPOSIT- FINAL PAYMENT

Total Exhibit Investment.----- \$-----
Deposit, (1/2 of the total Exhibit investment) returned with this contract.----- \$-----
Final Payment due and payable by January 5, 2018. ----- \$-----

PLEASE COMPLETE THE FOLLOWING ONLY IF PAYING BY CREDIT CARD

Authorized Amount Of Payment \$ _____ Date _____ Month _____ Year _____
Credit Card # _____ Expiration Date _____ - _____
Signature and or Electronic Signature Of Issuer _____ Printed Name Of Issuer _____
Name On Credit Card _____ Card Holder Telephone _____
Card Issuer Address _____ City _____ State or Province _____ Postal Code or Zip _____

NOTE: Credit Card Payments made to RochesterMNshows will be processed through its affiliated company B & J Promotions, a company under common ownership.

OFFICE USE ONLY

Received and Adopted On, Month _____ Date _____ Year _____ By _____
Exhibit Or Bulk Exhibit Space or Area Assigned 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____
First Deposit # _____ CCV# _____ R _____ Deposit Date _____, _____ Amount \$ _____
Final Deposit # _____ CCV# _____ R _____ Deposit Date _____, _____ Amount \$ _____

ALL PAYMENTS ARE TO BE MADE IN U.S. FUNDS, PAYABLE TO:

RochesterMNshows P.O. Box 1926 North Mankato, Minnesota 56002-1926
Telephone ----- (507) 387-7469 Fax ----- (612) 564-7259 Email ----- rochestermnshows@gmail.com

A copy of this APPLICATION as well as a copy of the TERMS, RULES and REGULATIONS of this contract, will be returned with final billing.

ROCHESTER OUTDOOR RECREATION & VACATION SHOW CONTRACT TERMS, RULES AND REGULATIONS

RochesterMNshows, hereafter referred to as SPONSOR, grants to the entity listed below, hereafter referred to as EXHIBITOR, the right to reserve exhibit space at the 2018 show. The EXHIBITOR agrees to be bound by and acknowledges all terms, conditions and obligations of EXHIBITOR under this Application shall be binding upon EXHIBITOR from the signature date of the Agreement. This Agreement includes all terms of the APPLICATION and compliance with the TERMS, RULES and REGULATIONS of this show.

Show Location: Mayo Civic Center 30 Civic Center Dr. SE, Rochester, Minnesota 55904-3701

Show Dates: Friday, February 2, Saturday, February 3, and Sunday, February 4, 2018

Show Hours: Friday, 2 P.M. to 9 P.M. Saturday, 10 A.M. to 8 P.M. Sunday, 10 A.M. to 4 P.M.

Exhibit Deposit and Reserving Exhibit Space: A deposit of ½ of the "Total Investment" for the exhibit area leased, must accompany this signed and dated contract to reserve exhibit space. **Contracts prepared, submitted and received, will be reviewed by SPONSOR prior to acceptance.** SPONSOR has final authority to accept and allocate the amount and location of space in the exhibition facility. Exhibit space assignment will be based on the date on the application.

Final Payment: Final payment is due by January 5, 2018.

Move In: Exhibits can be assembled on Thursday, February 1, from 9:00 A.M. to 8:00 P.M. and on Friday, February 2, from 8:30 A.M. to 1 P.M.

All exhibits must be assembled by the opening of the show at 2 P.M. on Friday, February 2, 2018.

Move Out: EXHIBITOR shall not remove their exhibit in part or whole, prior to 4:00 P.M. on Sunday, February 4, 2018. All exhibits must be removed from the interior of the facility on Sunday, February 4, 2018. If EXHIBITOR fails to remove their exhibit, SPONSOR shall do so and expenses incurred will be the responsibility of the EXHIBITOR.

Exhibit Space / Line of Sight: All exhibits must be confined to the contracted exhibit space. An EXHIBITOR in an Exhibit Space may not install any solid structure exhibit materials on the front ½ of exhibit space higher than four (4) feet, that would obstruct the Line of Sight of an adjacent exhibitors. In the event that exhibit space must be reallocated after contracts have been accepted and signed, SPONSOR has the right to relocate the exhibit space.

Character of Exhibits / Juried Displays: SPONSOR reserves the right to restrict, prohibit, or remove any exhibit or EXHIBITOR which in the SPONSOR'S judgment may be offensive or detract from the general character of the show. This reservation includes persons, noise, items, conduct, printed material, or anything of an objectionable character which may detract from the general character of the show. All display surfaces visible to the public must be finished. EXHIBITOR may not assign or sublet the contracted space without prior approval of SPONSOR. Displays must be suitable for all ages of attendees. All applications will be juried as being related to the theme of this event.

Distribution of Literature and Other Materials: EXHIBITOR must confine all sales activities and distribution of any promotional materials to the limits of its own exhibit space. Aisle space shall not be used for exhibit, sales, distribution of printed literature or demonstrative purposes by EXHIBITOR.

Stickers or any literature or products with any transferable adhesive quality are not to be distributed at this event.

Drapery and Signage: SPONSOR will provide 8 foot back and 3 foot side curtains for each exhibit space. Use of your own display materials such as: tables, skirting, carpet and chairs are permissible. Tables must be skirted and covered. Skirting must be clean, and reach from table top to just at the floor. Each Exhibit must be identified by at least one sign. Hand lettered or stenciled signs will not be permitted.

Utilities: Arrangements for Electrical Power or Enhanced Internet access are contracted with **Mayo Civic Center**. A utility order form will be provided in the final exhibit packet. Rates for utility services are set by the Mayo Civic Center. SPONSOR, the facility, its employees, agents or affiliates, are not responsible for any damages of any type that may occur associated with the use of the utilities provided. All connections to the electrical system must be by 3 prong grounded cords.

Building, City, State and Federal Regulations: EXHIBITOR agrees to obey and abide by all rules related to participation in this event by Building Inspector, Fire Marshal, State Health Inspector and other such entities and officials who regulate such events.

Sales Tax / Minnesota ST-19: All EXHIBITORS making sales during the show subject to sales tax are responsible for the proper collection and reporting thereof. All EXHIBITORS must complete and submit a Minnesota ST-19 form to SPONSOR prior to the event. Further details will be provided with final statement.

Food and Beverage: EXHIBITORS may sell and provide samples of Food and Beverage samples but this ability carries specific restrictions. State Law regarding packaging, preparation and sampling must meet guidelines and must be approved by show sponsor and the facility. **EXHIBITORS may not bring any food or beverage into the facility for personal consumption unless it is specifically for health reasons.** Further details will be provided with final statement.

Security: EXHIBITOR and their employees are responsible for the security of all goods, materials, exhibits or products brought into, delivered to, or left at the Mayo Civic Center. After show closing, the building is secured and accessed only by facility personnel.

Use of the Exhibitors Name: EXHIBITOR authorizes SPONSOR, its agents and entities, to use EXHIBITORS name and contact information for the purpose of promoting participation in this and future Shows, and to solicit other EXHIBITORS for this and future shows.

Insurance: EXHIBITOR shall carry its own General Liability insurance covering all liabilities for fire, theft, damage on any or all products delivered to the facility as well as, Workmen's Compensation and Employer's Liability insurance covering its employees during the contracted dates of this show. The Exhibitor waives any rights of Subrogation available to Exhibitor or that of its insurance underwriters.

Final Exhibit Packet: The Final Exhibit Packet will include detailed information on the following. Drapery, Insurance, Lodging, Sales Tax, Signage, Shipping, Receiving, Utilities, Exhibit Badges, Exhibit Passes and other EXHIBITOR regulations and restrictions related to participation in this show.

Liability, Indemnification: The SPONSOR, Co-Sponsors, Mayo Civic Center Commission, Mayo Civic Center, City Of Rochester, Show Decorator and or affiliates or employees of, shall not be liable for the safety or security of exhibit or exhibit material, any bodily injuries or other damages, arising out of the exhibit area or on any City Of Rochester properties. EXHIBITOR agrees to indemnify and hold SPONSOR, Co-Sponsors, Mayo Civic Center Commission, Mayo Civic Center, City Of Rochester, Show Decorator and or affiliates or employees of, harmless from any damage, liability, loss or deficiency arising out of, or resulting from the contracting for and participating in this show by EXHIBITOR and its employees, sub-contractors, suppliers, and guests.

Cancellation and Forfeiture of Payment: If an EXHIBITORS leased space is not fully paid for by January 5, 2018, SPONSOR may terminate this contract and reassign the space to another EXHIBITOR. If EXHIBITOR does not claim or occupy the assigned space(s) by 1 P.M. on February 2, 2018, SPONSOR may terminate this contract and reassign the space (s) to another EXHIBITOR. In neither case shall the defaulting EXHIBITOR, employees or its affiliates be entitled to the refund of any sums paid in advance for such space. Should EXHIBITOR find it necessary to cancel participation prior to January 5, 2018, 75% of submitted funds will be returned. Cancellation by the EXHIBITOR after January 5, 2018 will result in the forfeiture of all payments received. EXHIBITORS who have contracted for exhibit space and fail to appear and exhibit at the event, shall forfeit all funds paid and are also responsible for any and all additional outstanding contracted amounts and the legal fees associated with the collection of such amounts. Cancellation of exhibit space by an EXHIBITOR must be provided in writing to SPONSOR. Should SPONSOR fail to hold this event it shall promptly refund all EXHIBITOR sums paid. Such refund shall be accepted by the EXHIBITOR in full settlement of all loss or damage suffered by the EXHIBITOR. EXHIBITOR in entering into this contract, waives the right to "charge backs" as it relates to any payments for this show.

Collection and or Insufficient Fund Fees: Collection and Legal Fees will be charged to EXHIBITORS, who have either contracted for exhibit space and fail to appear at event or for any and all outstanding balances as they may be. Returned check fees are \$35.00 per occurrence.

Force Majeure: If the Mayo Civic Center, or any part of the exhibit area thereof is unavailable as a result of civil disorder, disease, fire, flood, governmental intervention, labor dispute, tempest, acts of war, acts of terrorism, strike, or any other action necessitating cancellation of the Show, or reduction in installation time, event time or move out time, or change in exhibit location the SPONSOR shall not be liable to indemnify or reimburse the EXHIBITOR in respect of any damage or loss, or for direct or indirect expenses arising as a result thereof.

Revisions: SPONSOR may revise or amend wording, promotional materials and terms and conditions of this contract, which are binding upon exhibitor.

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