

ROCHESTER HOME & LIFESTYLES SHOW APPLICATION FOR EXHIBIT SPACE

RochesterMnshows, hereafter referred to as SPONSOR, grants to the entity listed below, hereafter referred to as EXHIBITOR, the right to exhibit space at the 2019, Rochester Home & Lifestyles Show, subject to the Terms and Conditions outlined on the reverse of this Application for Contract. The EXHIBITOR acknowledges all terms, conditions and obligations under this Application shall be binding upon EXHIBITOR as a contract from the acceptance date and or deposit date of funds submitted to reserve exhibit space in this show.

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION

Exhibiting Entity _____ 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 SPACE LOCATIONS REQUESTED

NUMBER OF "10 FEET WIDE BY 9 FEET DEEP" EXHIBIT SPACE(S) REQUESTED

My company will need 1 Corner Exhibit Space, 90 sq. ft. at \$575.00 Per Exhibit Space. ----- \$ _____
My company will need 1 In Line Exhibit Space, 90 sq. ft. at \$525.00 Per Exhibit Space. ----- \$ _____
My company will need 2 Exhibit Spaces, 1 Corner, 1 In Line Exhibit Space, 180 sq. ft. at \$1,050.00 Per. ----- \$ _____
My company will need 2 In Line Exhibit Spaces, 180 sq. ft. at \$1,000.00 Per. ----- \$ _____
My company will need 4 Exhibit Spaces, 360 sq. ft. as an End Cap Exhibit at \$2,000 Per. ----- \$ _____
My company will need 5 or more Exhibit Spaces at \$475.00 per Exhibit Space. Total Exhibit Spaces Requested. () ----- \$ _____
My company will need 1 Designated Wall Location with a minimum of 162 sq. ft. at \$950.00 Per. (See Brochure For Designated Wall Locations)----- \$ _____

NON-PROFIT ORGANIZATIONS, GOVERNMENT OR TOURISM AGENCIES SPACE(S) REQUESTED

My non profit organization will need () In Line Exhibit Space or Exhibit Spaces at \$400.00 Per Exhibit Space. ----- \$ _____

ELECTRICAL OUTLET

110 volts, \$45.00 per exhibit. ----- \$ _____

DEPOSIT- FINAL PAYMENT

Total Exhibit Investment. ----- \$ _____

Deposit, (1/3 of the total Exhibit investment) returned with this contract. ----- \$ _____

Final Payment due and payable by February 16, 2019. ----- \$ _____

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 _____

Credit Card Number and Expiration Date submitted, are not permanently retained in our records after submission and processing according to PCI compliance.

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 for CONTRACT as well as a copy of the TERMS and CONDITIONS of an accepted CONTRACT, will be returned with final billing.

ROCHESTER HOME & LIFESTYLES SHOW CONTRACT TERMS AND CONDITIONS

RochesterMnshows, hereafter referred to as SPONSOR, grants to the entity listed on the reverse, hereafter referred to as EXHIBITOR, the right to exhibit space at the 2019, Rochester Home & Lifestyles Show, subject to the terms and conditions of this contract as outlined below. The application shall not be binding as an Exhibit Contract until accepted and signed by show SPONSOR.

Show Location: Graham Arena Complex - Olmsted County Fairgrounds 16th St SE & 3rd Ave SE, Rochester, Minnesota 55904

Show Dates: Friday, March 15, Saturday, March 16, and Sunday, March 17, 2019

Show Hours: Friday, 3 P.M. to 8 P.M. Saturday, 10 A.M. to 6 P.M. Sunday, 11 A.M. to 4 P.M.

Exhibit Deposit and Reserving Exhibit Space: A deposit of 1/3 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 February 16, 2019.

Move In: Exhibits can be assembled on Thursday, March 14, from 3:00 P.M. to 9:00 P.M. and on Friday, March 15, from 7:30 A.M. to 2 P.M.

All exhibits must be assembled by the opening of the show at 3 P.M. on Friday, March 15, 2019.

Move Out: EXHIBITOR shall not remove their exhibit in part or whole, prior to 4:00 P.M. on Sunday, March 17, 2019. Exhibits can be removed from the interior of the facility on Sunday, March 17, 2019 with complete removal of exhibit materials by 10 A.M. on Monday, March 18, 2019. 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 1/2 of exhibit space higher than four (4) feet, that would obstruct the Line of Sight of an adjacent exhibitor. In the event that an exhibit space must be reallocated after contracts have been accepted and signed, SPONSOR has the right to relocate the exhibit space.

Character of Exhibits: 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.

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 or 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 must be ordered prior to the show. On site orders will be accepted only when an electrical outlet is readily available. 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. Electrical power to the display area is disconnected after daily show closing. Internet access is provided complimentary on a non secure open wireless system.

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 Graham facilities. After show closing, the building is secured and accessed only by facility personnel.

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

Insurance: Exhibitor agrees to obtain and maintain Comprehensive General Liability Insurance in the amount of \$1,000,000.00. Date of coverage shall be from March 14 to March 18, 2019. RochesterMnshows shall be named as additional insured on such policy. Exhibitor shall supply RochesterMnshows with a Certificate of Insurance as proof of coverage, at least 30 days prior to the show.

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 and other EXHIBITOR regulations and restrictions related to participation in this show.

Liability, Indemnification: The SPONSOR, Co-Sponsors, Olmsted County Park Department, 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 Olmsted County Park Department or City Of Rochester properties. EXHIBITOR agrees to indemnify and hold SPONSOR, Co-Sponsors, Olmsted County Park Department, 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, its employees, sub-contractors, suppliers, and guests.

Cancellation and Forfeiture of Payment: If an EXHIBITORS leased space is not fully paid for by February 16, 2019, SPONSOR may terminate this contract and reassign the space to another EXHIBITOR. If EXHIBITOR does not claim or occupy the assigned space(s) by 2 P.M. on March 15, 2019, 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 February 16, 2019, 75% of submitted funds will be returned. Cancellation by the EXHIBITOR after February 16, 2019 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 of funds submitted by credit card to lease exhibit space from SPONSOR" 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 Graham Arena Facilities, 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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