

Contract Agreement

FOR OFFICE USE ONLY

BOOTH # _____

Accepted By: _____

Date: _____

**31st Annual
DAKOTA FARM SHOW**

January 7, 8, 9, 2014

Tuesday, Wednesday 9 a.m. – 5 p.m. and Thursday 9 a.m. – 4 p.m.

U.S.D. DakotaDome, Vermillion, South Dakota

BOOTH PRICES:		
One Booth	10' x 10'	\$575.00
Two Booths	10' x 20'	\$1,140.00
Three Booths	10' x 30'	\$1,695.00
Each Additional 10' x 10'		\$565.00
FREESTANDING SPACE:		
Bulk (20'x30' minimum)	20' x 30'	\$2,820.00
	20' x 40'	\$3,760.00
	20' x 50'	\$4,700.00
Each Additional 10' x 20'		\$940.00
DEPOSIT: \$200.00 for first booth / \$100.00 for each additional booth / 20% on all freestanding space		

Please reserve _____ booths at a cost of: \$ _____
 Electricity: 208v \$150.00 or 110v \$60.00 \$ _____
 6% South Dakota State Sales Tax: \$ _____
 Total: \$ _____
 Deposit: \$ _____
 Balance Due 10/15/2013: \$ _____

Product(s) to be displayed (please include brand names): _____

Booth sign wording (limit to 27 characters): _____

Balance of full payment is due no later than October 15, 2013. No refunds after October 15, 2013.

The rules and regulations in this contract for exhibitor space and support services constitutes a binding contract when signed by authorized representatives of both the Exhibitor and Midwest Shows, Inc. Once signed by both parties, the Exhibitor and Midwest Shows, Inc. both agree to abide by and conform to the conditions and provisions of this contract as more fully set forth on the reverse side of this document.

Please state on contract the company official in charge and to whom all correspondence should be addressed.

Company Name: _____ Date: _____

Address: _____ City: _____ State: _____ ZIP _____

Your Name: _____ Signature: _____

Title: _____ Phone: _____ Fax: _____

Email: _____ Company Website: _____

Make checks in U.S. dollars payable to:
 Midwest Shows, Inc., PO Box 737, Austin, MN 55912
 PHONE: (507) 437-7969 FAX: (507) 437-7752
www.farmshowsusa.com
 Please return white copy to Midwest Shows, Inc.



MIDWEST Shows, Inc. / Farm Shows USA

Contract agreement Terms and Conditions

In consideration of the mutual covenants hereinafter set forth, the parties contract as follows

- A. MIDWEST Shows, Inc. and/or Farm Shows USA (herein after called MIDWEST) will permit the second party to use exhibit space subject to the expressed conditions enumerated herein. MIDWEST reserves the right to designate the area and specific location of space rented. Violation by the second party of any condition expressed or implied in the Terms and Conditions which are by reference incorporated herein, MIDWEST's governing shall, subject to the management of MIDWEST, forthwith terminate this agreement: whereupon second party shall vacate the above described space and forfeit, as liquidated damages, any sum of money previously paid to MIDWEST.
- B. In no case shall the second party allow other individuals or organizations to rent or sublease exhibition space.
- C. Signs, aerial pieces, other devices or displayed merchandise shall extend no more than 4 (four) feet in height from the exhibit floor in the space between the aisle and a line 3 (three) feet inside decorated (draped) exhibit space described within this contract except as approved by the management of MIDWEST. No exhibit, display piece, exhibitor supplied draping or other device, other than equipment displayed in undecorated space, shall project to a height of more than 8 (eight) feet from the facility floor in any area of the event described within this contract except as approved by the management of MIDWEST. The second party shall place all parts of every exhibit within the confines of the rented space assigned, including overhangs and projections.
- D. Second party shall not dispense food or drink nor sell or permit the free distribution within the show facility or the facility grounds of any intoxicating liquors or malt beverages, and shall not permit any obnoxious activity, fraudulent sales or gift activity, or any activity endangering any property or persons, or shall the second party undertake any activity or allow any activity whatsoever that is illegal or shall constitute a nuisance as defined by Federal law and the State and Local laws of the jurisdiction in which the show is being produced.
- E. Unless Otherwise negotiated with MIDWEST, Deadlines for set-up will be as outlined in MIDWEST's set-up letter mailed to all exhibitors approximately 30 days prior to the first day of each show produced by MIDWEST, and, except in unusual cases, will be no later than 8 p.m. the day before the first day of each show. Exhibits shall remain in tact until 4 p.m. the final day of each show. Move out must be accomplished in an expedient manor and the second party is responsible for removing all exhibit material from the show site. MIDWEST as required by the facility, or the facility will provide security personnel only for set-up day(s) beginning at 8 a.m., show days, and move out day until 10 p.m. Transfer of property through sale or gift shall not release the second party of this covenant.
- F. All Federal, State, Local laws of jurisdictions in which the contracted space herein is provided, and terms and conditions, and orders issued by MIDWEST are accepted as aforesaid as part of this agreement and shall be complied with. These terms and conditions shall set out provisions of, conditions, and requirements for all exhibits displayed and operated within the space herein contracted.
- G. MIDWEST's agreement to permit use of the space contracted herein shall be subject to cancellation by acts of God, or any other circumstances beyond the control of MIDWEST, which shall prevent the delivery of some or all of MIDWEST's obligations herein specified. MIDWEST, upon the occurrence of such event, shall have the right to terminate this agreement without liability of any nature.

If is further agree by the parties hereto as follow:

- 1. No rights or privileges derived by the second party under this agreement shall be assigned or transferred without prior written consent of MIDWEST.
- 2. The second party shall indemnify, save and hold harmless MIDWEST, and the show Facility their officers agents, successors, and assigns, from and against any and all claims, demands, actions or causes of actions, suits at law, or inequity of any nature or character arising out of or by reason of any act or omission of the second party or its agents in the performance of rights, duties, and obligations of the second party under this agreement.
- 3. The second party warrants that it has in effect and shall maintain for the period of this agreement for the mutual benefit of both parties a policy of public liability insurance against claims for personal injuries or death, or damage to property occurring upon or in, or about the herein rented premises, in limits of not less than \$1,000,000 combined and single limit by virtue of the second party's authorized signature hereon.
- 4. The second party understand that MIDWEST assumes no responsibility or liability for any property of the second party which may be located on the premises herein described.
- 5. MIDWEST personnel cannot be responsible for accepting exhibitor materials, signing of bills of lading or making arrangements for shipping material from show sites. It is the obligation of the exhibitor to make satisfactory shipping and receiving arrangements.
- 6. To be considered for the same space utilized in prior years or a desired change of exhibit location for the contracted show described on the face of this document, the deposits and final payment required herein must be received as stipulated. Checks are to made payable in the United States funds to MIDWEST SHOWS, INC.
- 7. After the deposit deadline, space will be assigned on a first-come, first-served basis. MIDWEST reserved the right to the final decision as to space assignments. No specific space location is guaranteed.
- 8. This contract is incomplete or void until total payment is received by MIDWEST. Cancellations prior to final payment deadline are subject to a penalty of 50% of the required deposit. Cancellations after the final payment deadline will receive no refund. NO REFUNDS WILL BE MADE FOR Cancellation of any part of a show, or poor attendance due to acts of God or other circumstances beyond the control of MIDWEST.
- 9. The second party shall confine its educational efforts (registrations, literature, public address systems, give away items, etc.) to the confines of the exhibit. No literature is to be passed out in parking area(s) or show entrances. Public address systems must be used within exhibit areas and not directed to the public in general. The volume must be within reasonable levels to accomplish the immediate purpose of the exhibit, and must not interfere with other exhibitors.
- 10. The contract is terminable only at the discretion of MIDWEST SHOWS, INC.