

2019

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www.kmot.com

January 30,31
February 1
2019

North Dakota State Fair Center
Minot, ND 58701



EXHIBIT SPACE CONTRACT

COMPANY: _____ Date: _____
(How you would like it to appear in official program)

ADDRESS: _____ BOOTH: _____ CONTACT: _____

CITY: _____ STATE: _____ POSTAL CODE: _____ E-MAIL: _____

PHONE: _____ FAX: _____ PRODUCT: _____

CONTRACTS MUST BE RETURNED BY JULY 1 TO GUARANTEE LAST YEAR'S LOCATION. NO EXCEPTIONS. NO GUARANTEE AFTER JULY 1.

BOOTH LOCATION: (All booths are 10 x 10) My company would like to be represented at the KMOT-TV AG EXPO and hereby requests the following booth locations. **Please mark in order of preference.** Requests for additional space or moving will be considered after July 1. Please state requests on this contract.

- () United Agronomy Hall () SeedMaster Hall () Busch Ag Resources Hall () Mycogen Lobby
- () Mycogen Lower Concourse () Mycogen North Concourse () SunOpta Sunflower Hall () First Western Bank Hall
- () American Bank Center Hall () SRT Communications Upper Mezzanine

TOTAL NUMBER OF BOOTH SPACES: _____ @ \$575 PER BOOTH= THE TOTAL BOOTH RENTAL COST \$

NOTE: Outside booth space is same price as indoor booth space.
All contracts require a 50% **non-refundable** check with the order. Remaining non-refundable balance will be due prior to **Oct. 31. NO REFUND ON SPACE ORDERED AND NOT USED.** Your company is liable for space ordered and not used. See terms and conditions. Booths are draped with an 8' backdrop and 2 sides. One 8' table and 2 chairs provided. Forklifts are available at no charge during move-in and move-out. **Booth space may not be subleased.**

POWER REQUIREMENTS: 110 Volt _____ 220 Volt _____
(Extension cords not provided)

FORKLIFT REQUIREMENTS: Yes _____ No _____

TOTAL COST OF BOOTH RENTAL SPACE \$ _____

ENCLOSED IS MY CHECK FOR. \$ _____

We now accept credit cards at <http://payments.gray.tv>, or pay by check.

MAKE ALL CHECKS PAYABLE IN US FUNDS ONLY TO KMOT-TV AG EXPO

(Above prices are net to exhibitors using advertising agencies.)

NO BOOTH ASSIGNMENTS WILL BE MADE UNLESS WE HAVE A CONTRACT PAYMENT AND INSURANCE

Sign and return to:
KMOT AG EXPO
1800 16th St SW
MINOT, ND 58701

(Retain a copy)
Or fax to:
(701) 838-8195

Scan and email to:
agexpo@kmot.com

SEE TERMS AND CONDITIONS

This order authorized by:

Name _____

Title _____

Insurance Requirements:

Certificate of insurance is required with this contract. Your company will not be allowed to move-in without proof of insurance. Return certificate with contract or fax to **(701) 838-8195**

Certificate Holder Information:

Gray Television Group Inc.
d.b.a. KMOT Ag Expo
1800 16th St SW
Minot ND 58701
701-852-5254 (phone) 701-838-8195 (fax)

Coverage & Limit Information:

Exhibitor shall provide a Certificate of Insurance to the Certificate Holder identified on the attached contract verifying the minimum coverages below with an insurance carrier having a rating of A.M. Best of A-VII or higher and all such insurance being primary and non-contributory: an Occurrence based ISO policy or its functional equivalent that includes contractual liability: a minimum of \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate/\$5,000 Medical Expense (any one person).

Additional Insured:

Gray Television Inc.
ND State Fair Assoc.
State of North Dakota
KMOT Ag Expo

RULES AND REGULATIONS

These rules and regulations are a part of the
T Exhibit Space Agreement for the KMOT Ag Expo

TERMS OF PAYMENT:

A non-refundable deposit of 50% of the total amount of space rental will be required upon signing of this agreement. The remaining non-refundable balance is payable on or before October 31. **CHECKS ONLY. No credit cards accepted.** No refunds on space reserved and not used. **NO EXHIBITORS WILL BE ALLOWED TO MOVE IN UNTIL PAYMENT HAS BEEN MADE IN FULL.**

LIABILITY:

Neither KMOT-TV, its corporate owner, its subsidiaries, its officers and employees, the ND State Fair Association, the ND State Fair Center the State of North Dakota, nor their respective representatives, employees or agents, shall be responsible for any injury, loss or damage that may occur to the Exhibitor or Exhibitor's employees, agents, invitees, volunteers or property from any cause whatsoever, including, but not limited to claims based in contract, negligence, strict liability, or other sort. In no event shall the above mentioned be liable for any special incidental or consequential damages.

FORCE MAJEURE - Neither-KMOT-TV, its corporate owner, its subsidiaries, its officers and employees, the ND State Fair Association the ND State Fair Center, the State of North Dakota, nor their representatives, employees or agents, shall not be liable for failure to perform its obligations hereunder due to strikes, riots, acts of God, or any other act, circumstance, occurrence or cause beyond their control."

INDEMNIFICATION:

In consideration of the mutual covenants contained herein, Exhibitor hereby agrees and shall indemnify, defend and save harmless KMOT-TV, its corporate owner, its subsidiaries, its officers and employees, the ND State Fair Association, the ND State Fair Center, the State of North Dakota, and their respective representatives, employees or agents, against any and all suits, claims, actions, losses, costs, penalties, and damages, of whatsoever kind and nature, including attorney fees, arising out of, in connection with, or incident to the Exhibitors participation in the KMOT Ag Expo.

CARE OF THE BUILDING AND EQUIPMENT:

Exhibitors, and their employees agents, invitees and volunteers, must not injure or deface the walls or floors of the building and adjacent areas, including outside surfaces. If such damage appears, the Exhibitor is liable to the ND State Fair Center for the property damaged. Adhesive-backed stickers or material of any kind or nature are expressly prohibited. Exhibitor assumes total responsibility and liability for any and all damage due, related or pertaining to, or caused by loading and unloading of equipment or any exhibit materials to be utilized by the Exhibitor. Exhibitors of track-laying equipment must provide their own floor padding or protection of 2' x 8' (minimum) lumber.

FIRE AND SAFETY RULES AND REGULATIONS:

Combustible exhibit and display materials must be flame proofed, and may only be used if written permission has been granted by an authorized representative of the KMOT Ag Expo (also referred to herein as "Show Management"). Explosive materials are not allowed on the premises. Vehicles may not be operated on the premises during the show hours. Gas tanks must be approximately one-fourth full of gas. Tank openings must have a secure cap and be taped to prevent fumes from escaping. Battery cables must be disconnected and taped to prevent contact. All rules and regulations relative to public buildings are prescribed by the City of Minot Fire Department and must be adhered to. All demonstrations with cutting torches shall be protected with proper and approved safety shields. Spare fuel tanks are not allowed. All exhibits must meet fire marshal's and existing fire code requirements. KMOT Ag Expo reserves the privilege and right to restrict or prevent the demonstration of equipment that creates excessive noise, a determination to be made at the sole discretion of the KMOT Ag Expo.

EXHIBIT CONTENT AND MANNER OF USE:

All exhibits, displays and demonstrations must be agri-business orientated. The KMOT Ag Expo reserves the right to make decisions relative to the show content and reserves the right to reject exhibits which it deems detrimental to the show.

AMENDMENTS:

These rules, regulations and conditions have been drawn for the purpose and intention of providing a well balanced, well regulated, attractive and successful show. The management shall have full power to interpret the rules and regulations or make such and any and all amendments of the foregoing rules, regulations and conditions which shall bind the Exhibitors. **NO EXCLUSIVE OR VERBAL CONTRACTS** will be recognized without written approval of management.

THE EXHIBITOR HEREBY AGREES AS FOLLOWS:

- A) To abide by and conform to all rules and regulations prescribed or adopted by the management which apply to the use of occupancy of the exhibit area covered by this agreement, or which pertain to the operation or administration of the show.
- B) To comply with all laws, ordinances or regulations imposed by the management of the ND State Fair Center applicable to the use of the building or ground areas of the facility and as imposed on the management. This includes, but is not limited to concessions. As stated in the KMOT Ag Expo's contract with the ND State Fair Center: "The ND State Fair Center retains all food and beverage concession privileges except for food shows (which shall be governed by a separate written agreement) and novelty items. The Lessee, its invitees, patrons and guests are prohibited from bringing any food or beverage into the leased premise for any purpose without written advance consent from the ND State Fair." A copy of all such laws, ordinances or regulations can be obtained from the management on request.
- C) To clean up Exhibitor's space at completion of exhibit, returning said space to original condition.
- D) All exhibits must be confirmed within the area of the rented space footage of space.
- E) All exhibits must be fireproofed and electrical wiring installed in a safe manner, including ground wire. Combustible materials or explosives are not permitted in the building, unless written permission has been granted by the show management.
- F) No promotional material, petitions, or other materials can be distributed by an Exhibitor beyond the area which they are exhibiting without the written permission of the show management.
- G) Orders for merchandise or exhibit may be taken by the Exhibitor and "on floor" sales may be conducted.
- H) The KMOT Ag Expo will provide building security, but will not be liable for loss.