

TRADE SHOW RULES, REGULATIONS, TERMS AND CONDITIONS

These rules, regulations, terms, and conditions have been established for the mutual benefit and protection of Exhibitors, Visitors, and the Minnesota EquiFest. These rules, regulations, terms, and conditions along with any additions or changes, are an integral part of the contract to which the Exhibitor agrees.

DEFINITIONS:

Commercial - Exhibitors promoting a product, service, or stallion for commercial benefit or gain

Non-Profit - Exhibitors that are non-profit organizations that sell nothing other than memberships, limited small items, or request donations

Bulk Space - Used for horse trailers and other large bulky items such as acreage equipment

PAYMENT: Full payment is due by September 1, 2010. Payment will only be accepted in U.S. funds. Booths may not be set up until fees are paid. Any payments after September 1, 2010 must be made by cashier's check, money order, or certified check. Any check returned for insufficient funds or account closed may be cause to make the contract null and void. Lessee shall be responsible for any bank charges incurred in these circumstances plus a \$25 charge by the Minnesota EquiFest.

MOVE-IN: On Friday, October 15, move-in time is 8:00 am to 9:00 pm.

MOVE-OUT: The trade Show closes at 5:00 pm Sunday, October 17. Vendors are not permitted to vacate their exhibit space until after 5:00 pm. Any vendor who dismantles their space before 5:00 pm will be subject to a \$100 surcharge or denial of space the next year. Move-out must be completed by 9:00 pm on Sunday, October 17.

SHOW OFFICE HOURS: Friday, October 15, 8:00 am - 7:00 pm; Saturday, October 16, 7:30 am - 7:00 pm, Sunday, October 17, 8:00 am - 5:00 pm

EXHIBITOR PRODUCTS/SERVICES: Minnesota EquiFest Management reserves the right to determine the eligibility of any services or products for display. Exhibitors, representatives, and/or distributors must list their products/services on the contract.

ASSIGNMENT OF SPACE: Minnesota EquiFest Management reserves the right to allocate space in the best interests of the Minnesota EquiFest. To accommodate new or larger exhibits, space may be re-assigned at the discretion of the Trade Show manager.

SUB-LEASING: Exhibitors **MAY NOT** permit others to use their space, or any part thereof, **WITHOUT THE EXPRESS WRITTEN PERMISSION** of the Trade Show Manager.

MEETINGS: No Exhibitor shall hold any meetings or events that conflict with show hours.

REFUNDS: No refunds will be made if space is not used or only used part of the time. **SPACE RENTAL IS NOT REFUNDABLE.**

P.A. AND AUDIO-VISUAL EQUIPMENT: The use of audio-visual equipment or any type of public address system is limited to that which in the opinion of the Minnesota EquiFest Management does not adversely affect neighboring exhibits.

LIABILITY: Liability for loss, theft, property damage, or destruction and personal injury:

A. Exhibitor hereby waives any and all claims against the sponsor, show management, facility, decorator, State of Minnesota, their employees, agents or representatives resulting from loss, theft, damage, or destruction to its property, or from personal injuries to it, its agents, and/or employees. It is recommended that Exhibitors take precautionary measures of their own, such as securing of small or easily portable articles of value and the removal of them to a place of safe keeping after exhibit hours.

B. Exhibitor assumes entire responsibility and hereby agrees to protect, defend, and save the sponsor, Horse Fair Management, State of Minnesota, decorator, their employees, agents, or representatives

harmless against all claims, losses, and damages to persons or property, government charges or fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of exhibition premises. Exhibitor takes full and complete responsibility for any damage that may occur when moving exhibit material in or out of facility, or destruction of property, or injury to its agents or representatives for any an all claims arising from exhibiting.

C. Any damage to facility through carelessness of Exhibitor, their employees or agents must be paid by the Exhibitor causing damage.

BOOTH CONSTRUCTION: Each booth will be furnished with 8' back drapes and 3' side drapes. The back drape and side drape may not be removed without permission of the Minnesota EquiFest Management. No signs, apparatus, construction, etc., may extend more than 8' above the floor of the exhibit space. Exhibitors are responsible for keeping their booth space clean and free of rubbish and in a presentable condition in the opinion of the Minnesota EquiFest management. Nothing can extend into the aisles. All tables should be draped.

BOOTH EXTRAS: Tables, chairs, carpet, etc., can be ordered through Hubbell/Tyner Convention & Trade Show Specialists, 651-917-2632, 800-947-9750, ebrahms@hubbelltyner.com..

DOGS: Dogs are **NOT** allowed in the Warner Coliseum or the Horse Barn except service dogs to the disabled.

REJECTION OF EXHIBITORS: The Minnesota EquiFest reserves the right to reject any application for Trade Show space at any time, and reserves the right to regain possession of any space by refunding to the applicant or Exhibitor the amount paid for the space.

CANCELLATION OF SHOW: If the Warner Coliseum or Horse Barn at the Minnesota State Fairgrounds should be destroyed, damaged, or otherwise rendered unusable, or if a strike, act of government, or any other unforeseen event makes it nearly impossible to conduct the Minnesota EquiFest, the Minnesota EquiFest Management is released from any and all claims which might arise as a consequence thereof. If any event or circumstance not caused by the Minnesota EquiFest Management prevents an Exhibitor from erecting or staffing their exhibit for all or any part of the show period, the contractual responsibility between the Exhibitor and the Minnesota EquiFest shall be considered to be satisfied and there shall be no refund to the Exhibitor.

COMPLIANCE WITH LAWS AND REGULATIONS: Exhibitor agrees to obey all laws, ordinances, and regulations governing the use of the Minnesota State Fairgrounds; to abide by the rules and regulations of the St. Paul Fire and Police Departments; to obey all Minnesota EquiFest regulations and other such public officials whose duties may regulate exhibits. All decorative materials used in displays must meet the flameproofing regulations of the St. Paul Fire Department. Exhibitors may not distribute food, including popcorn and beverages.

PARKING: Parking is free in any of the adjacent lots.

MINNESOTA STATE TAX PERMIT: A Minnesota State Sales Tax permit are required of all Exhibitors making retail sales at the Minnesota EquiFest. Call the Minnesota Department of Revenue at 651-296-6181 or 800-657-3777 if you do not know if you need a Sales Tax Permit. The sales tax rate is 6.75%.

INSURANCE AND LIABILITY

In all cases, Exhibitors are required to carry fire and liability insurance covering trade shows and fairs which insures their goods and exhibits against damage and loss or personal injury, and provide a certificate of insurance.