



**DAKOTA
GARDEN
EXPO**

2013 Dakota Garden Expo

April 12 & 13

Exhibit Space Contract

Business _____ Date _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____ E-mail _____

Business Contact _____ Title _____

ND Tax Permit # _____ Product to be displayed _____

Power Requirements: 110 Volt 220 Volt

All CONTRACTS require a 50% deposit to reserve exhibit space. Balance due March 15th.

NO REFUND ON SPACE ORDERED AND NOT USED. See terms and conditions.

10' x 10' booth spaces _____ @ \$300 per booth = Total \$ _____ 50% Deposit required

Bulk space _____ sq. ft. @ \$1.50 per sq. ft. = Total \$ _____ 50% Deposit required

(minimum 1000 sq ft when ordering bulk space)

Total cost of exhibit space \$ _____

Deposit \$ _____

Townsquare Media Contact Name

Balance due March 15th \$ _____

Sign and return to Townsquare Media

SEE TERMS AND CONDITIONS

Make checks payable to:

Authorized by exhibitor:

Townsquare Media Bismarck

1830 N 11th St

Bismarck, ND 58501

Signature

Title

Ph. 701.250.6602 Fax. 701.250.6632

Please retain a copy for your records

Date

RULES AND REGULATIONS

These rules and regulations are part of the Exhibit Space Agreement for the Dakota Garden Expo.

TERMS OF PAYMENT:

A 50% deposit on booth space will be required upon signing of this agreement. The balance is payable by March 15, 2013. If the exhibitor fails to make either of the said payments at the time appointed therefore, all rights of the exhibitor hereunder shall cease and terminate, and the payments made by exhibitor on account hereof prior to said time shall be retained by TOWNSQUARE MEDIA as liquidated damages for breach of this agreement as aforesaid, and TOWNSQUARE MEDIA may thereupon resell said space. NO EXHIBIT OR PART OF EXHIBIT WILL BE PERMITTED IN SAID SPACE UNTIL THE RENTAL OF THIS SPACE HAS BEEN PAID IN FULL.

LIABILITY:

Neither Townsquare Media, the Bismarck Civic Center, their representatives, employees or agents, shall be responsible for any injury, loss or damage that may occur to the exhibitor or exhibitor's employees or property from any cause whatsoever including, but not limited to claims based in contract, negligence, strict liability, or other sort, except injury, loss or damage caused by negligence or willful misconduct of Townsquare Media, the Bismarck Civic Center, or their employees acting within the scope of their employment.

CARE OF BUILDING:

Exhibitors, or their agent 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 Bismarck Civic Center for the property so 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.

FIRE AND SAFETY RULES AND REGULATIONS:

Combustible exhibit and display materials must be flame proofed. Explosive materials are not allowed on the premises. Vehicles may not be operated on the premises during 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 cable must be disconnected and taped to prevent contact. All rules and regulations relative to public buildings as prescribed by the City of Bismarck Fire Department must be adhered to. All exhibits must meet fire marshal's and existing fire code requirements. Townsquare Media reserves the right to restrict or prevent the demonstration of equipment that creates excessive noise, a determination to be made at the sole discretion of the Dakota Garden Expo.

EXHIBIT AGREEMENT:

The exhibitor shall not assign this license, or sublet, or license the whole or any part of the space hereby contracted for. The exhibitor agrees not to install, or cause to be installed, any special or additional signs, apparatus, shelving standards, or any merchandise, which will obstruct the view of other exhibits. Dakota Garden Expo does not warrant or guarantee the availability of exhibit space to any exhibitor that is not checked in and set up at least two hours prior to the opening of said show. All exhibitors must be available and ready to move in and set up at assigned time, to be published prior to the show.

EXHIBIT CONTENT:

Townsquare Media reserves the right to make decisions relative to the show content and reserves the right to reject any 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 so interpret the rules and regulations to make 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 THE MANAGEMENT.

THE EXHIBITOR AGREES TO THE FOLLOWING:

- 1) To abide by and conform to all rules and regulations prescribed or adopted by the management which apply to the use or occupancy of the exhibit area of this agreement, or which pertain to the operation or administration of the show.
- 2) To comply with all laws, ordinances or regulations imposed by the management of the Bismarck Civic Center applicable to the use of the building or ground areas of the facility and as imposed on the management. A copy of such laws, ordinances or regulations can be obtained from the management on request.
- 3) To clean up exhibitor's space at completion of the exhibit, returning said space to original condition.
- 4) All exhibits must be confined within the area of the rented footage of space.
- 5) The Dakota Garden Expo will provide building security but will not be liable for loss.