

KFYR Radio



42nd Annual Agri International Trade Show

EXHIBIT SPACE CONTRACT

TWO DAY SHOW: February 12-13, 2019

Bismarck Event Center – 9am-6pm Tuesday and 9am-5pm Wednesday

Booth Location:

- North Exhibit Hall Request Same Booth as last year
 South Arena

Number of Booths _____ @ \$500.00 each

Booths are approximately 10' x 10' and include 1 table, 2 chairs and 110-electricity.
Booths are draped with 8" backdrop and 3" sides

REGISTRATION INFORMATION:

Business _____
Address _____
City _____ State _____ Zip Code _____
Phone # _____ Fax _____
Email _____ Website _____
Product Exhibiting _____
Signature _____
Amount of Advance _____ Balance Due _____ Date _____

*All contracts require 50% due with order. Balance will be due prior to November 30, 2018. Booth assignments are made when payment is received in full.
NO REFUNDS AFTER DECEMBER 1, 2018.*

Make Checks Payable to:
KFYR Radio Agri International
Sign and return your original contract
along with your check to:
KFYR Radio * Attn: (your account executive)
3500 E Rosser * Bismarck ND 58501

Your KFYR Radio Rep is:

701-255-1234 * 1-800-766-5267 * Fax 701-222-1131 * www.kfy.com

RULES AND REGULATIONS

These rules and regulations are a part of the Exhibit Space Agreement for the KFYR Radio Agri International.

Terms of payment:

A deposit of 50% of the total amount of space rental will be required upon signing of this agreement. Balance due prior to November 30. No refunds or cancellations after December 1. No-shows will be billed in full amount.

Liability:

Neither KFYR Radio (iHeartMedia), the Bismarck Event Center, nor 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 tort, except injury, loss or damage caused by the negligence or willful misconduct of KFYR Radio, the Bismarck Event Center, or their employees acting within the scope of their employment.

Indemnification:

In consideration of the mutual covenants contained herein, Exhibitor hereby agrees and shall indemnify and save KFYR Radio, the Bismarck Event Center, their representatives, employees and 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 Exhibitor's participation in the KFYR Radio Agri International, and excepting suits, claims, actions, losses, costs, penalties, or damages arising out of the negligence or willful conduct of KFYR Radio, the Bismarck Event Center, or their employees acting within the scope of their employment.

Care of the Building and Equipment:

Exhibitors, or their agents, 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 KFYR Radio Agri International 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. Only pre-approved vehicles may operate 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 as prescribed by the City of Bismarck Fire Department 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. KFYR Radio Agri-International 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 KFYR Radio Agri International.

Exhibit Agreement:

Exhibitors will not be allowed to exhibit and display material unless and until they have read, understood, agreed and executed the Exhibit Space Rental Agreement and returned the original signed copy to the KFYR Radio Agri-International. KFYR Radio Agri International does not warrant or guarantee the availability of exhibit space to any exhibitor that arrives after 8:30am on the first day of the show.

Exhibit Content and Manner of Use:

All exhibits, displays and demonstrations must be agri-business oriented. The KFYR Radio Agri International reserves the right to make decisions relative to the show content and reserves the right to reject exhibits which it deems detrimental to the KFYR Radio Agri International.

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 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 or occupancy of the exhibit area covered by this agreement, or which pertain to the operation or administration of the KFYR Radio Agri International.
- B. To comply with all laws, ordinances or regulations imposed by the management of the Bismarck Event Center applicable to the use of the building or ground areas of the facility and as imposed by the management. 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 confined 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 in which he is exhibiting without the written permission of the show management.
- G. Orders for merchandise on exhibit may be taken by the Exhibitor, and "on-floor" sales may be conducted. (Collection and reporting of all state & local taxes are the responsibility of the seller.)
- H. The KFYR Radio Agri-International will provide building security but will not be liable for loss.
- I. "**FORCE MAJEURE**" – KFYR Radio, the Bismarck Event Center, their employees, agents and representatives shall not be liable for failure to perform it's obligations hereunder due to strikes, riots, acts of God, or any other act, circumstance, occurrence or cause beyond their control.