2020 Vendor Booth Contract

Exhibitor Name*: _____

Exhibitor Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____Email: _____

* Please write Exhibitor name as you would like it to appear in Great Waters Fly Fishing Expo promotional materials

Please give us a call or send an email prior to sending this form and payment. Prior approval of exhibitor is required for booth space reservation.

Rates

$550.00 per Standard booth space

$650.00 per corner booth space

$350.00 per Non-Profit booth space

$50.00 for electrical service for all three days

- Pipe and drape and two chairs provided with each booth space. One 6-foot table provided per booth space upon request.
- All booths are 10'-wide and 8'-deep

Requests

Standard Booth Space(s) Requested: ____ Price: $_____

Corner Booth Space(s) Requested: ____ Price: $_____

Non-Profit Booth Space(s) Requested: ____ Price: $_____

Electric Requested: Yes/No Price: $_____

* Take a $50.00 Discount if Paid in Full by 12/01/2019

Total Space Cost: $_____

Table(s) Requested: _____

50% Deposit Required with Booth Contract, Full balance required by February 7th, 2020

The Great Waters Fly Fishing Expo will work to meet your space and location needs but final booth assignment locations will be at the discretion of expo management.

Upon signing this application, the above exhibitor agrees to exhibit under and comply with The Great Waters Fly Fishing Expo Rules and Regulations.

Contact Name: _____

Authorized Signature: _____

Date: ____/____/_____

Payment

Credit cards accepted with a $15.00 fee
Or Make Checks payable to: Minnesota Trout Unlimited

Payment Type:
Check X Visa X Mastercard X American Express X Discover X

Card Number: _____

Expiration Date: ____/_____ CVV/CID/CVC Code: _____

Cardholder Name: _____

Zip Code: _____

Email form to: info@greatwatersflyexpo.com

Or mail to: MN Trout Unlimited
2067 E Pioneer Rd
Duluth, MN 55804

Great Waters Fly Fishing Expo Contact

Carl Haensel and Jade Thomason

info@greatwatersflyexpo.com

612-562-9242

www.greatwatersflyexpo.com

MINNESOTA · REVENUE

ST19

Operator Certificate of Compliance

Read the information on the back before completing this certificate. **Person selling at event:** Complete this certificate and give it to the operator/organizer of the event. **Operator/organizer of event:** Keep this certificate for your records.

Do not send this form to the Department of Revenue.

Print or type

Name of business selling or exhibiting at event | Minnesota tax ID number

Seller's complete address | City | State | Zip code

Name of person or group organizing event

Name and location of event

Date(s) of event

Merchandise sold

Describe the type of merchandise you plan to sell.

Sales tax exemption information

Complete this section if you are not required to have a Minnesota tax ID number.

☐ I am selling only nontaxable items.

☐ I am not making any sales at the event.

☐ I participate in a direct selling plan, selling for_____ *(name of company),* and the home office or top distributor has a Minnesota tax ID number and remits the sales tax on my behalf.

☐ This is a nonprofit organization that meets the exemption requirements described below:

_____ Candy sold for fundraising purposes by a nonprofit organization that provides educational and social activities for young people primarily aged 18 and under *(MS 297A.70, subd. 13[a][4]).*

_____ Youth or senior citizen group with fundraising receipts up to $20,000 per year ($10,000 or less before January 1, 2015)*(MS 297A.70, subd. 13[b][1]).*

_____ A nonprofit organization that meets all the criteria set forth in MS 297A.70, subd. 14.

Sign here

I declare that the information on this certificate is true and correct to the best of my knowledge and belief and that I am authorized to sign this form.

Signature of seller | Print name here

Date | Daytime phone ( )

PENALTY — Operators who do not have Form ST19 or a similar written document from sellers can be fined a penalty of $100 for each seller that is not in compliance for each day of the selling event.

Information for sellers and event operators

Operators/organizers of craft, antique, coin, stamp or comic book shows; flea markets; convention exhibit areas; or similar events are required by Minnesota law to get written evidence that persons who do business at the show or event have a valid Minnesota tax ID number.

If a seller is not required to have a Minnesota tax ID number, the seller must give the operator a written statement that items offered for sale are not subject to sales tax.

All operators (including operators of community sponsored events and nonprofit organizations) must obtain written evidence from sellers.

Certain individual sellers are not required to register to collect sales tax if they qualify for the isolated and occasional sales exemption. To qualify, all the following conditions must be met:

- The seller participates in only one event per calendar year that lasts no more than three days;
- The seller makes sales of $500 or less during the calendar year; and
- The seller provides a written statement to that effect, and includes the seller's name, address and telephone number.

This isolated and occasional sales provision applies to individuals only. It does not apply to businesses.

Sales tax registration

To register for a Minnesota tax ID number, call 651-282-5225.

A registration application (Form ABR) is also available on our website at **www.revenue.state.mn.us**.

Information and assistance

If you have questions or want fact sheets on specific sales tax topics, call 651-296-6181.

Most sales tax forms and fact sheets are also available on our website at **www.revenue.state.mn.us**.

For information related to sellers and event operators, see Fact Sheet #148, *Selling Event Exhibitors and Operators.*

We'll provide information in other formats upon request to persons with disabilities.

Great Waters Fly Fishing Expo Booth Rental Agreement Rules and Terms

Exhibit Hours: Friday, March 20th, 2020 1:00pm to 7:00pm

Saturday, March 21st, 2020 9:00am to 6:00pm

Sunday, March 22nd, 2020 10:00am to 4:00pm

Setup: Evening of Thursday, March 19th, Time TBD

Friday, March 20th 8:00am to 1:00pm

Takedown: Sunday, March 22nd, 4:00pm to 7:00pm

Detailed setup and takedown information will be sent via email prior to the event.

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1. **Rights:** The rights and privileges granted to Exhibitor by Minnesota Trout Unlimited (hereafter "MNTU") in this Booth Rental Agreement are only those stated herein, no part of which shall be sublet or assigned. Solicitations of the Great Waters Fly Fishing Expo or agents of the Exhibitor deemed objectionable by MNTU may be removed, without liability for damage by MNTU.

2. **Obstructions:** Obstructing of visitor passageways, use of public recorders, gongs, bells or any other objectionable device or method of attracting attention shall not be permitted. MNTU or its agent shall be the sole authority as to what is objectionable and all such decisions shall be final.

3. **Exhibits:** Any such item or structure placed upon a leased facility or area shall conform and operate in compliance with requirements of MNTU, public health agencies and all State, County, municipal and other laws, ordinances and regulations.

4. **Functions:** MNTU is merely performing the function of obtaining a location for and promoting The Show. Exhibitor acknowledges that neither MNTU nor any of its members, officers or agents has made any representations to the Exhibitor beyond those specifically contained in this Agreement. All activities carried on by the Exhibitor, its employees and agents during the course of The Show which are not otherwise restricted by the Agreement shall be the sole responsibility of the Exhibitor.

5. **Liability Disclaimer:** Minnesota Trout Unlimited specifically DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES and assumes no responsibility or liability for any loss or damage suffered by Exhibitor as a consequence of any act or omission on the part of MNTU or The Show. The Show and Exhibitor agree that this disclaimer of liability shall not be construed as releasing and discharging The Show from liability or damage attributable to wanton or malicious act of The Show intentionally and knowingly perpetrated or committed with complete indifference to or conscious disregard for the safety, rights or interests of Exhibitor.

6. **Indemnification:** Exhibitor agrees to indemnify, protect, save, and hold harmless MNTU, TU and the Show, and all of their members, volunteers, agents, employees and officers, from and against all claims, losses, damages, liability, and costs, together with reasonable costs of defense, arising out of the participation of Exhibitor, Exhibitor's employees and agents, in the Show. In addition to the foregoing, Exhibitor agrees to defend and indemnify MNTU and TU to the extent MNTU and/or TU is required to defend and indemnify Hamline University as to claims, losses, suits, or proceedings arising out of the participation of Exhibitor, Exhibitor's employees or agents, in the Show. This clause will not be construed to bar any legal remedies Exhibitor may have for the Show's failure to fulfill its obligation under this agreement.

7. **Force Majeure:** MNTU and The Show shall not be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellions, sabotage, or any circumstance for which it is not responsible or which are not within its control. In the event that any such circumstance causes The Show to be canceled, the Exhibitor waives any claims for damages or compensation.

8. **Assignment:** Exhibitor shall not assign, sublet or apportion the whole or any part of the space allotted, nor permit any other party to exhibit therein any good, or advertising matter other than those manufactured,

distributed or sold by the Exhibitor in the regular course of his business, nor permit any representative of any firm or company not exhibiting to solicit business or take orders in this space.

9. **Disputes:** Minnesota Trout Unlimited shall be the final arbiter of disputes between Exhibitors and/or concessionaires.

10. Security: Security will be provided, but MNTU and The Show assumes no liability for loss or damage.

11. **Rules:** The Show shall have full power to interpret or amend these rules. The Show reserves the right to make such rulings as may appear to be in the best interest of The Show, and the Exhibitor agrees to abide by such rulings.

12. **Booth Construction:** Single booth size will be 10’ x 8’, unless otherwise indicated on the floor plan which is an official addendum to this contract. The following standard decoration for each booth will be furnished: Three feet (3’) high draped side divider, and eight feet (8’) high draped backdrop. For exhibitors using multiple booths, backdrop draperies and side rails will be furnished as requested. Exhibits shall be constructed and arranged so that they do not obstruct the general view nor hide other exhibits. Any portion of the exhibit, including the back or side of a custom built display that is exposed to the adjacent booth or to the public, must be finished with appropriate material or paint.

13. **Care of Exhibit Space:** The Show Management will sweep and clean the aisles, but each Exhibitor must keep spaces clean and in good order. Each booth must be manned during show hours by at least one person. Trash may be placed in the aisles for pickup at the close of the show each evening.

14. **Combustible Materials and Fire Regulations:** No combustible oils or gases can be used as part of an exhibit.

15. **Unoccupied Space:** If the Exhibitor fails to occupy the space contracted for, or fails to comply in any other respect with the terms of agreement, The Show has the right to use such space in any manner without releasing Exhibitor from paying the sum agreed upon this contract.

16. **Assignment of Exhibition Space:** Space will be assigned with due consideration to exhibitor's preference based upon the date of receipt of application along with payment required for deposit. Show management reserves the right to rearrange exhibits at any time.

17. **Outside Space:** All outside space usage must be approved by The Show.

18. **Removal of Exhibits:** All exhibits must be removed by 7:00PM Sunday 3/22/2020, unless otherwise instructed. Any exhibits not completely dismantled and removed by that time will be removed by The Show at the prevailing rates and charged to the Exhibitor.

19. **Payment for Space:** A 50% deposit is required at time of booth reservation. The remaining 50% is due no later than 2/07/2020. Checks should be made payable to “Minnesota Trout Unlimited.” In the event of the cancellation by an Exhibitor, Exhibitor will be assessed a fee to cover services performed and other damage relating to the cancellation as follows: Cancellation more than 90 days prior to Show opening - 50% of booth fee; cancellation between 90 and days prior to Show opening - 75% of booth fee; and cancellation less than 60 days prior to Show opening shall be 100% the booth fee. It is agreed that Minnesota Trout Unlimited reserves the right to reassign canceled booths. Reassignment by MNTU or the Show does not relieve the cancelling Exhibitor from responsibility of paying.

20. **No waiver:** If MNTU fails to enforce any provision of this Agreement, that failure does not waive the provision or MNTU’s right to enforce it.