

2024 Exhibitor 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 making payment. Prior approval of the exhibitor is required for booth space reservation.

2024 Rates

\$600.00 per 10'-wide, 8'-deep Standard booth space \$700.00 per 10'-wide, 8'-deep Corner booth space \$400.00 per 10'-wide, 8'-deep Non-Profit booth space \$75.00 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.

Requests

Standard Booth Space(s) Requested:	Price Total: \$
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Corner Booth Space(s) Requested: _____ Price Total: \$_____

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

Electric Requested: Yes/No Price Total: \$_____

Table(s) Requested: _____

* Take a \$50.00 Discount if Paid in Full by 12/16/2023

Total Space Cost: \$_____

50% Deposit Required with Booth Contract, Full balance required by February 2nd, 2024

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 terms of the Great Waters Fly Fishing Expo Booth Rental Agreement (Pages 4 - IO).

Contact Name:	

Date: ____/___/____

Payment

	A.	Make Check payable to: Minnesota Trout Unlimited
or	B.	Credit cards accepted with a 3.5% fee (as calculated by Minnesota Trout Unlimited)
Pay	mer	nt Type (circle one):
Ch	eck X	Visa X Mastercard X American Express X Discover X
Ca	d Nu	umber:
Exp	oirati	on Date:/ CVV/CID/CVC Code:
Ca	dho	lder Name:
Cai	dho	lder Billing Address:
		ompleted and signed contract AND MN ST-19 form to: <u>info@greatwatersflyexpo.com</u> and mail to the address below.

Or mail form and checks to:

MN Trout Unlimited c/o Carl Haensel 2067 E Pioneer Rd Duluth, MN 55804

Great Waters Fly Fishing Expo - Expo Manager Contact Information

Carl Haensel and Jade Thomason

info@greatwatersflyexpo.com

612-562-9242

www.greatwatersflyexpo.com

Great Waters Fly Fishing Expo

Booth Rental Agreement

Exhibit Hours: Friday, March 15th, 2024 I:00pm to 7:00pm

Saturday, March 16th, 2024 9:00am to 6:00pm

Sunday, March 17th, 2024 10:00am to 4:00pm

Setup: Evening of Thursday, March 14th, Time TBD

Friday, March 15th 8:00am to 1:00pm

Takedown:Sunday, March 17th, 4:00pm to 7:00pm

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

- 1. **Rights:** The rights and privileges granted to Exhibitor by Minnesota Trout Unlimited (hereafter "MNTU") by this Booth Rental Agreement are only those stated herein, and none may be sublet or assigned by Exhibitor. Solicitations by Exhibitor, Exhibitor's agents, or Expo manager deemed objectionable by MNTU may be removed, without liability for damage by MNTU.
- 2. **Obstructions:** Obstructing of visitor passageways, or using public recorders, gongs, bells or any other objectionable device or method of attracting attention is not permitted. MNTU and its Expo manager have sole authority for determining whether a method or device is objectionable, and their determinations shall be final.

- 3. **Exhibits:** All items and structures placed upon a leased facility or area shall conform with and operate in compliance with the requirements of MNTU, public health agencies, all Federal, State, County, and municipal laws, ordinances and regulations, and the rules of the event facility.
- 4. Functions: MNTU is merely performing the function of obtaining a location for and promoting the Expo event (hereafter the "Expo"). 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 Expo shall be the sole responsibility of the Exhibitor.
- 5. Liability Disclaimer: MNTU 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, its volunteers, or the Expo Manager. MNTU and Exhibitor agree that this disclaimer of liability shall not be construed as releasing and discharging the Expo Manager from liability or damage attributable to wanton or malicious act of the Expo Manager 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 Minnesota Trout Unlimited and

Trout Unlimited, Inc., and all 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 and Exhibitor's employees and agents in the Expo. In addition to the foregoing, Exhibitor agrees to defend and indemnify Minnesota Trout Unlimited and Trout Unlimited, Inc. to the extent they are required to defend and indemnify Hamline University as to claims, losses, suits, or proceedings arising out of the participation of Exhibitor and Exhibitor and Exhibitor's employees or agents in the Expo. This clause will not be construed to bar any legal remedies Exhibitor may have for MNTU's failure to fulfill its obligation under this agreement.

- 7. Force Majeure: MNTU shall not be deemed in violation of this Agreement if MNTU or the Expo Manager 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, public health incidents, or any circumstance for which they are not responsible or which is not within their control. In the event that any such circumstance causes the Expo to be canceled, the Exhibitor waives all claims for loss, damages or compensation.
- 8. **No 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 or the Expo Manager shall be the final arbiter of disputes between Exhibitors and/or concessionaires.
- 10. **Security:** Security will be provided, but MNTU assumes no liability for theft, loss or damage.
- 11. **Public Health:** Exhibitors are required to follow public health regulations and directives, and any public health measures and restrictions as determined by the event hosting facility, Hamline University.
- 12. **Rules:** MNTU and the Expo Manager shall have full power to interpret or amend these rules, and to make such rulings as they deem to be in the best interests of the Expo. Exhibitor agrees to abide by such rulings.
- 13. 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.

- 14. **Care of Exhibit Space:** The Expo Manager will sweep and clean the aisles, but each Exhibitor must keep spaces clean and in good order. Each booth must be continuously staffed during show hours by at least one person. Trash may be placed in the aisles for pickup at the close of the show hours each evening.
- 15. **Combustible Materials and Fire Regulations:** No combustible oils or gases can be used as part of an exhibit.
- 16. **Unoccupied Space:** If the Exhibitor fails to occupy the space contracted for, or fails to comply in any other respect with the terms of this Agreement, MNTU and the Expo Manager has the right to use such space in any manner without releasing Exhibitor from paying the Total Space Cost listed above in this Agreement.
- 17. 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. The Expo Manager may rearrange exhibits at any time.
- 18. **Outside Space:** All outside space usage must be approved by the Expo Manager.
- 19. **Removal of Exhibits:** All exhibits must be removed by 7:00 PM Sunday 3/17/2024, unless otherwise instructed. Any exhibits not completely dismantled and removed by that time will be removed by the Expo Manager at the prevailing rates and charged to the Exhibitor.
- 20. **Payment for Space:** A 50% deposit is required at time of booth reservation. The remaining 50% is due no later

than 2/02/2022. Credit card payments and checks must be payable to "Minnesota Trout Unlimited."

- 21. Exhibitor Cancellation: In the event of the cancellation by an Exhibitor, Exhibitor will forfeit the Total Space Cost ("fee") as following: cancellation more than 75 days before the Expo opening date forfeit 50% of fee; cancellation between 75 and 45 days prior to Expo opening date forfeit 75% of fee; and cancellation less than 45 days before Expo opening date forfeit 100% of fee. MNTU reserves the right to reassign canceled booths. Reassignment by MNTU or its Expo Manager does not relieve the cancelling Exhibitor from responsibility for paying the Total Space Cost forfeited.
- 22. **Expo Cancellation due to Pandemic:** In the event of the cancellation of the Expo due to a health pandemic (including COVID-19), whether by restrictions imposed by a governmental entity or by Hamline University, MNTU will return booth payments to Exhibitors as follows: after first paying all expenses incurred or encumbered up to the date of cancellation, MNTU will return the remaining pool of booth fees collected to all exhibitors on a proportional basis. Returns of exhibitors' shares will be made within 60 days of the event cancellation.
- 23. **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.

DEPARTMENT OF REVENUE

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.

Name of Business Selling or Exhibiting at Event		Minnesota Ta>	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			
Describe the type of merchandise you plan	to sell.		

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.

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.

Merchandise