

ADDITIONAL TERMS AND CONDITIONS

1. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to its subject matter and supersedes any and all other agreements and understandings, whether written or oral, relative to the matters set forth in this Agreement.
2. **Character of Exhibits.** Exhibitor agrees to display only new or current model year products and services sold in the regular course of business and as described in this Agreement. Exhibitor and its exhibit must comply with all applicable laws, codes and ordinances. All aspects of Exhibitor's exhibit and exhibit materials including, but not limited to, the exhibit itself, all promotional materials and other merchandise, and all music or other media performed or played in the exhibit must be dignified in character and, in the sole judgment of Show Management, not offensive to the general public. Show Management reserves the right in its sole discretion to remove any exhibit or portion of exhibit that is not dignified in character or otherwise is not in keeping with the purposes and themes of the Show.
3. **Subletting of Exhibit Space.** Exhibitor will not assign, transfer, or sublet its rights to exhibit space without the prior written consent of Show Management.
4. **Exhibit Staffing.** Exhibitor will appropriately staff its exhibit space during the Show hours.
5. **Deposit.** In the event Exhibitor fails to make final payment on or before the due date stated in this Agreement, withdraws from the Show or otherwise violates the terms of this Agreement, no funds received by Show Management including, but not limited to the deposit, will be refunded. Such funds will not be used as a credit for exhibit space in future shows. Exhibitor will be responsible for payment of any remaining amounts due under this Agreement.
6. **Indemnity; Insurance.** Exhibitor is entirely responsible for its exhibit space and exhibit materials and will indemnify Show Management and Show Facility against any and all claims arising from or in any way related to Exhibitor's participation in the Show. Exhibitor shall insure its own exhibit, goods and sales materials prior to, during and after the show. Exhibitor shall carry its own general liability insurance policy insuring its own conduct, including that of their employees, agents and independent contractors.
7. **Installation of Exhibits.** The installation of exhibits will be completed according to a schedule established by Show Management and must be completed by Exhibitor on or before noon on the Show's opening day. Moving of any exhibits or exhibit materials after the opening of the Show is prohibited. No Exhibitor will be allowed to install or occupy exhibit space until its space is paid in full. If Exhibitor has not occupied its exhibit space by 10 a.m. on the Show's opening day, this Agreement will be deemed terminated and Show Management will have the right, in its sole discretion, to release the exhibit space.
8. **Removal of Exhibits.** Exhibitor will not remove any portion of its exhibit, exhibit materials or sales materials prior to the close of Show hours on the Show's final day. Exhibitor agrees to remove its exhibit and all exhibit materials from the Show Facility by the time and in the manner established by Show Management.
9. **Exhibit Size.** Exhibitors may not install any exhibit materials higher than eight (8) feet at the back of the display and eight (8) feet on the side walls from the back wall and ending three (3) feet towards the front of the booth. Display tents, exhibit tents, and other such exhibit configurations are not permitted. Any of the requirements of this section may be waived or changed by Show Management in Show Management's sole discretion.
10. **Sound Control.** Voice amplification systems are not allowed. Speakers, radios, television sets, computers and all other electronic amplification audio and video devices must be operated at levels that in Show Management's opinion do not disrupt the ability of neighboring Exhibitors to conduct business.
11. **Music and Other Media.** Exhibitor will be responsible and indemnify and hold Show Management harmless for all licensing of copyrighted music or other media played or performed in its exhibit.
12. **Live Animals.** Live animals and/or pets are not allowed in the Show Facility.
13. **Helium Balloons and Stickers.** Helium balloons and self-adhesive stickers or promotional materials cannot be sold, given away or distributed by Exhibitor.
14. **Fire Hazards.** Exhibitor will not use explosives and other flammable materials without receiving prior written permission from Show Management. All of Exhibitor's exhibit materials must meet applicable fire safety and other governmental specifications. Exhibitor agrees to make its exhibit materials available for fire safety related inspections. Exhibitor's decorations must be flame-proofed. All motorized vehicles and equipment must have fuel caps taped and batteries disconnected. The Exhibitor agrees to drain and purge fuel tanks if required by the Fire Marshall.
15. **Cleaning of Exhibit Facility.** Exhibitor is responsible for keeping the exhibit space clean. Any debris to be discarded should be placed or swept into the aisles at the end of each Show day.
16. **Food and Refreshments.** No food or beverages may be dispensed by Exhibitor without the prior written consent of Show Management and the manager of the Show Facility.
17. **Distribution of Literature and Promotional Materials.** All promotional materials including, but not limited to, printed advertising literature and souvenirs may only be distributed by Exhibitor from the exhibit space. Show Management has the right, in its sole discretion, to prohibit Exhibitor from distributing any promotional materials that it deems offensive or that are not in keeping with the purpose of the show. Exhibitor must confine all sales activities to the limits of its own exhibit space. Canvassing of the public or other exhibitors is not permitted.
18. **Force Majeur.** In case the Show Facility is damaged or destroyed, or in case of war, government regulations or any other circumstances whatsoever which will make it impossible or impractical for Show Management to permit Exhibitor to occupy the exhibit space described in this Agreement, this Agreement will terminate and Exhibitor will waive any claim for damages for compensation except the *pro rata* return of the amount paid for space rented, diminished only by a *pro rata* portion of the amounts expended to produce the Show.
19. **Licenses.** Any and all City, County, State or Federal licenses, inspections or permits required by law of any Exhibitor in the installation or operation of the exhibit must be obtained by the Exhibitor at its own expense prior to the opening of the Show.
20. **Standard Booth Equipment.** Standard booth equipment is furnished to all Exhibitors who occupy linear booth configurations. Standard booth equipment consists of 1) draped back wall - 8 feet in height; 2) draped sidewall - 3 feet in height; and 3) identification sign with the Exhibitor's name.
21. **Use of the Exhibitor's Name.** Exhibitor authorizes to Show Management, its agents and employees, to use Exhibitor's name to promote the Show and to solicit other exhibitors for this and other shows.
22. **Amendments.** This Agreement may only be amended by a written agreement signed by both Show Management and Exhibitor.
23. **Relocation of Exhibits.** Show Management reserves the right, in its sole discretion, to change the location of Exhibitor's exhibit space. If Show Management changes the Exhibitor's location it will make reasonable efforts to relocate Exhibitor to a comparable location.
24. **Termination.** Show management reserves the right to terminate this Agreement if Exhibitor or Exhibitor's agents or employees violate the terms of this Agreement, or engage in conduct which in Show Management's sole discretion is offensive and/or detrimental to the Show or other exhibitors. If Show Management terminates this Agreement, Show Management will be entitled to retain all amounts paid by Exhibitor and Exhibitor will be responsible for any damages suffered by Show Management, including any remaining amounts due under this Agreement. In addition, Exhibitor will be responsible for any consequential, incidental and special damages caused as a result of the breach of this Agreement by Exhibitor.
25. **Limitation of Agreement.** This agreement is valid only for the term of the current year show and shall not serve as any guarantee for exhibit space in any future year or for any other show produced by Show Management.
26. **Governing Law.** This Agreement shall be governed and enforced by the laws of the State of Minnesota in any legal action commenced with respect to this Agreement and shall be venued in the Hennepin County District Court for the State of Minnesota.