

STANDARD TERMS 2024 RRV Home & Garden Show

- 1. Rent and Deposits** Exhibitor shall pay a deposit equal to 50 percent of the Contract Price due at the time the Contract is accepted upon. The balance due for the Contract Price and proof of insurance as required by the Insurance section of this Contract must be received prior to Dec. 1, 2023, or the exhibit space will be forfeited. A \$100 late fee will be applied to contracts received after Dec. 1, 2023.
- 2. Exhibit Space Assignments** The HBA of F-M reserves the right to determine the eligibility of any firm or product, and to make exhibit space assignments and arrangements as HBA of F-M deems necessary. An exhibit space will not be assigned until all of the requirements of the Contract are met, including the requirement to provide proof of insurance as required by the Insurance section of this Contract.
- 3. Subletting Exhibit Space** No Exhibitor shall assign, sublet, or apportion the whole or any part of the exhibit space allotted, nor exhibit therein any goods, apparatus, service, advertising signs, etc., other than those manufactured or sold by the Exhibitor in the regular course of his business, without the written consent of the HBA of F-M. Violation of this rule shall be cause for cancellation of the Contract without refund. If it is necessary to use the equipment of another manufacturer, distributor, or dealer whose equipment should be displayed separately, then no advertising may be in evidence. Companies involved in cooperative exhibit designs must contract separately. Each Exhibitor will be responsible for any unpaid Contract Price. Each company must have a minimum of one single exhibit.
- 4. Relocation of Exhibits** The HBA of F-M reserves the right to alter the location of Exhibitors, or of exhibits as shown on the official floor plan, if deemed in the best interest of the RRV Home & Garden Show. The HBA of F-M shall have the further right to prohibit, prevent, and remove any exhibit or proposed exhibit, or any part or portion thereof, which in the judgment of the HBA of F-M is unsuitable or inappropriate for the RRV Home & Garden Show or purposes of the same; and such right shall extend, but shall not be limited to, all equipment, materials, displays, installations, and other items constituting part of or used in connection with any such exhibit.
- 5. Decorator and Utility Contracts** Decorator contracts and utility contracts (including parking passes) are separate from this Contract. Utilities, such as electricity and internet are strictly contracted through the Fargodome. Decorator and utility contracts will be available one month prior to the date of the RRV Home & Garden Show.
- 6. Health & Safety** Exhibitor shall take every precaution in and around exhibit area to protect the health and safety of the general public.
- 7. Abiding by Laws, Rules and Ordinances** Exhibitors are expected to and shall abide by all governing laws, rules and ordinances.
- 8. Liability** Neither the HBA of F-M, the City of Fargo, the Fargodome Authority, their employees, directors and officers, Ovation Food Services LP, dba Spectra Food Services & Hospitality, their affiliated companies, employees, directors and officers, nor any member of the Events Committee and Home & Garden Show Committee, nor their directors, officers, employees, or agents will be responsible for any death, injuries to persons, or for loss or damage to property that may occur to the Exhibitor or its directors, officers, employees, agents, or invitees, from any cause whatsoever arising or resulting directly or indirectly from the use or occupancy of the Fargodome or the participation in the RRV Home & Garden Show. By accepting the terms of the Contract the Exhibitor, for itself, its directors, officers, employees, agents, and invitees, expressly

releases the above-named entities and persons from any and all claims, demands, damages, losses, actions or causes of action of whatsoever kind for any such loss, damage, death, or injury and assumes responsibility for the same and agrees not to hold the above-entities or persons responsible or liable.

9. **Indemnification** Exhibitor and Market Vendor agrees to assume, defend, protect, indemnify, and hold harmless the HBA of F-M, the City of Fargo, the Fargodome Authority, their employees, directors and officers, Ovations Food Services LP, dba Spectra Food Services & Hospitality, their affiliated companies, employees, directors and officers, and any member of the Events Committee and Home & Garden Show Committee, and their directors, officers, employees, agents, and invitees (“Indemnified Parties”) against any and all claims, demands, damages, losses, actions or causes of action of whatsoever kind arising or resulting directly or indirectly from the use or occupancy of the Fargodome or the participation in the RRV Home & Garden Show by the Exhibitor, its directors, officers, employees, agents or invitees unless the claims, demands, losses, actions or causes of action are a result of the actions or fault of one of the Indemnified Parties. Exhibitor shall indemnify and hold harmless the Indemnified Parties from all loss or expense arising from any liability or claim of liability for any death, injuries or damages to persons or loss or damage to property sustained or claimed to have been sustained by anyone by reason of the use of the Fargodome for the RRV Home & Garden Show, whether such use was authorized or not, unless the loss, expense or damage is a result of the action or fault of one of the Indemnified Parties. Exhibitor also agrees to pay for any and all damages to the Fargodome and to place all property destroyed or damaged in its original condition, if such loss or damages arises or results directly or indirectly from the Exhibitors use or occupancy of the Fargodome or Exhibitor’s participation in the RRV Home & Garden Show unless such loss or damage is the result of the action or fault of one of the Indemnified Parties and only to the extent that such loss is not caused by risk such as fire or other perils covered by fire or other extended insurance policies. Exhibitor agrees to indemnify and hold harmless the Indemnified Parties from any claims from anyone for loss or damage to property placed on the Fargodome premises unless the claims are a result of the actions or fault of one of the Indemnified Parties. In the event that any such claims, demands, damages, losses, actions or causes of action shall be asserted, or action or other proceeding instituted against any of the Indemnified Parties, Exhibitor shall defend against such claims, demands, damages, losses, actions or causes of action or other proceeding by counsel satisfactory to the HBA of F-M. If Exhibitor fails to defend, the HBA of F-M has a right to conduct a defense. The HBA of F-M, shall also be entitled to recover from Exhibitors the full amount of all losses sustained as a result of any such claims, demands, damages, losses, actions or causes of action of whatsoever kind, or judgments including recovery for the attorney fees and costs of defending against any such claims, demands, damages, losses, actions or causes of action.
10. **Insurance** Neither the HBA of F-M, the City of Fargo, the Fargodome Authority, their employees, directors and officers, Ovations Food Services LP, dba Spectra Food Services & Hospitality, their affiliated companies, employees, directors and officers, nor any member of the Events Committee and Home & Garden Show Committee, provides insurance for the benefit of Exhibitors or their directors, officers, employees, agents, and invitees. Exhibitors shall obtain and maintain Commercial General Liability insurance, Automobile Liability insurance, and, if applicable, Worker’s Compensation and Employee Liability insurance. All insurance to be provided pursuant to this section shall be written on an “occurrence” basis, and not a “claims-made” basis. The insurance provided pursuant to this paragraph shall be primary insurance with respect to the obligations assumed by Exhibitors. The Commercial General Liability insurance

must include contractual liability insurance and insurance for damages to rented premises. The Commercial General Liability and Automobile Liability insurance shall be provided with minimum limits of liability of \$1,000,000 per occurrence with \$50,000 for damages to rented premises. Exhibitors shall also add the HBA of F-M as an additional insured on the Commercial General Liability policy. Exhibitors shall furnish satisfactory evidence of liability insurance, including a copy of the endorsement adding the HBA of F-M as additional insured on the Commercial General Liability policy. Exhibit-space assignment will not be confirmed until proof of insurance is received. HBA of F-M reserves the right to cancel the contract and prevent anyone from exhibiting if proof of insurance as stated above is not received.

All **Market vendors** must carry their own personal insurance policy for their products sold at this event, and for themselves. Neither the HBA of F-M, the City of Fargo, the Fargodome Authority, their employees, directors and officers, Ovations Food Services LP, dba Spectra Food Services & Hospitality, their affiliated companies, employees, directors and officers, nor any member of the Events Committee and Home & Garden Show Committee, provides insurance for the benefit of Market Vendors or their directors, officers, employees, agents, and invitees and cannot be held responsible for any damage that may occur during this event.

11. **Reporting Loss of Injury** Any death, injury to persons, or loss or damage to property must be immediately reported to the HBA of F-M.
12. **Rules and Regulations** Exhibitors shall comply with the Rules and Regulations governing Exhibitors.
13. **Remedies for Breach and Cancellation** In addition to other damages recoverable and remedies available under the terms of the Contract, the HBA of F-M may cancel the Contract upon Exhibitor's failure to comply with any provision of this Contract. Cancellation of the Contract will result in forfeiture of exhibit space and forfeiture of all amounts paid by Exhibitor to the HBA of F-M toward the Contract Price. The HBA of F-M has the right to dispose of forfeited spaces as it sees fit without liability. The HBA of F-M may also proceed to enforce this Contract to receive the full Contract Price. Breach of this Contract will prohibit the Exhibitor from participation in any future production sponsored by the HBA of F-M. If it becomes necessary to cancel the production of the RRV Home & Garden Show for any reason, any refunds to Exhibitors of sums paid to HBA of F-M shall be handled as follows: All sums paid by Exhibitors to HBA of F-M shall first be retained by HBA of F-M to reimburse HBA of F-M for the total expenses incurred by HBA of F-M in the production of the Show; any excess sums remaining thereafter shall be refunded to individual Exhibitors on a pro rata basis based on the Contract Price actually paid by the Exhibitor, all as determined in the sole discretion of HBA of F-M. In the event the RRV Home & Garden Show is cancelled for any reason, the Exhibitor shall and does hereby waive any claims for damages resulting from such cancellation. In the event that some but not all of the RRV Home & Garden Show is cancelled, the amount paid toward the Contract Price by the Exhibitor to the HBA of F-M for exhibit-space will be refunded pro rata and the Exhibitor shall and does hereby waive any claim for damages. If it becomes necessary to postpone the production of the RRV Home & Garden Show for any reason and Exhibitor elects not to participate in the postponed Show, all amounts paid by the Exhibitor to the HBA of F-M toward the Contract Price will be refunded, and the Exhibitor shall and does hereby waive any claim for damages. If an Exhibitor wishes to cancel participation in the RRV Home & Garden Show, this will result in forfeiture of exhibit space and forfeiture of all amounts paid by Exhibitor to the HBA of F-M toward the Contract Price. The HBA of F-M may also proceed to enforce this Contract to receive the balance of the Contract Price.

14. **Special Damage Provisions** The following damages will be assessed in addition to other damages recoverable and remedies available under the terms of the Contract: Exhibitors using unauthorized tape or demo materials as stated in the Rules and Regulations will be assessed a clean-up charge of an amount determined by the Fargodome. Exhibitors setting up or tearing down during exhibition hours will be assessed \$100 as liquidated damages.
15. **Entire Agreement** This Contract constitutes the entire agreement between the parties and modifications must be in writing signed by all parties. There are no promises, inducements or terms and conditions other than as specifically set forth herein.
16. **Waiver** Failure of the HBA of F-M to act on any breach of this Contract shall not constitute waiver of such breach.
17. **Governing Law** This Contract was made and entered into in the State of North Dakota and the laws of North Dakota shall govern its enforcement and performance.

RULES AND REGULATIONS 2024 RRV Home & Garden Show

1. **Exhibit Hours** Exhibits must remain open and staffed at all times during all official exhibition hours. Any Exhibitor setting up or tearing down during exhibition hours will be penalized \$100 as liquidated damages for breach of this provision.
2. **Arrangement of Display** Exhibitors are required to arrange displays to avoid obstructing the general view or concealing other exhibits. RRV Home & Garden Show suggests that Exhibitors having large or bulky exhibits select wall or island space. In all linear exhibit areas, the exhibit's back wall will be limited to 8 feet high. All exhibits shall be set forward 6 inches in order to allow Fargodome electrical equipment to be placed between back-to-back exhibits. With the company sign attached, the display must not exceed a total of 10 feet in height without prior approval of HBA of F-M. (Exhibitors' signage above the 8-foot wall may not be printed on the back side because it intrudes upon the neighboring exhibit). Island or peninsula space is one whose space is 20'x20' or larger and open on three or more sides. (There is no height limitation on construction of island or peninsula exhibits.)
 - a. Any unfinished surfaces must be finished or masked to the satisfaction of HBA of F-M. Any display materials exposing an unfinished surface to a neighboring exhibit must be finished at the Exhibitor's expense.
 - b. Display walls may not exceed more than 3 feet in height half the distance from the front of the exhibit to the back curtain (see figure at bottom). Full side walls are not allowed on any exhibit without prior approval of HBA of F-M.
 - c. For maximum visual effect and exposure, it is recommended that corner exhibits DO NOT build side walls next to the side aisle.
 - d. Skirting on tables and lighting for exhibits is recommended.
 - e. Transition strips are required for any threshold height that is a ½ inch or more.
3. **Signs and Balloons** No spatial signs, apparatus, etc. (i.e., balloons, blimps or other remote-controlled devices) will be permitted to extend more than 10 feet above the floor in anything less than a 20'x20' exhibit (400 square feet), and no interference with light or space of other Exhibitors will be allowed. Illuminated signs must be placed against the back of the exhibit. No signs or banners are to be placed outside of the exhibit space assigned to each Exhibitor. Any

Exhibitor displaying signs which are or look amateurish or unprofessional and detract from the integrity of the RRV Home & Garden Show may be required to remove such signs at the discretion of HBA of F-M. Signs may not be hung from the ceiling, beams, or columns without approval of the Show and Fargodome management. Display/aerial balloons are only allowed on exhibits 20'x20' (400 square feet) or larger. No aerals are allowed on singles, doubles or triples.

- a. Balloons must be tethered.
 - b. No helium or lighter-than-air balloons allowed unless they are tethered, display/aerial balloons in an appropriate size exhibit. A deposit must be made with the Fargodome prior to set up and display of such items.
4. **Sound Control** Loudspeakers, radios, television sets and/or the operation of any other type of product, machinery or equipment which is of sufficient volume as to be annoying or hazardous to the neighboring Exhibitors will not be permitted. Public address systems used to attract the attention of people passing in front of the exhibit will not be permitted.
5. **Distribution of Literature, Souvenirs, and Food** Printed advertising, souvenirs, etc. may be distributed by Exhibitors from their own space only. All such items are subject to the approval of the HBA of F-M. Any souvenir or advertisement that is of an objectionable or undignified character will not be permitted. Souvenirs should not be of the noisemaking variety. Also, no stickers may be distributed. No food or beverage of any kind is permitted to be sold without prior approval of the Fargodome Food and Beverage Department. Contact can be made at (701) 241-9100. Additional fees may be incurred. Popcorn and peanuts are expressly prohibited. Only registered Exhibitors will be allowed to distribute literature, souvenirs, etc. Anyone distributing such material, who is not a registered Exhibitor, without the express written permission of HBA of F-M in advance, will be asked to leave immediately. Any individual/character representing the company and distributing materials must remain within the exhibit boundaries. Any use of the RRV Home & Garden Show logo, HBA of F-M logo, or Fargodome logo on advertising materials, souvenirs, etc. is prohibited without prior approval of the HBA of F-M.
6. **Deliveries** The Fargodome will not accept any deliveries prior to the Exhibitor's arrival.
7. **Electrical Equipment** Electrical wiring and equipment installation must conform to the rules stated on the Fargodome Utility Service order form. Information and order forms for electrical service will be available to Exhibitors prior to the Show dates. Engines, motors, or any kind of equipment may be operated only with the consent of the house electricians. Utility Service forms and payment are due at the Fargodome office no later than Tuesday, February 6, 2023. Orders received after this time will include a late charge and are subject to availability.
8. **Flammable Materials** All materials used in the exhibit hall MUST be nonflammable to conform to the fire regulations of the Fargo Fire Department. Open flames are not permitted at any time in your exhibit space. Grills or barbeques or any other type of cooking with "grease laden vapors" are NOT allowed. Any food warming devices used within your exhibit space are required to be electric. Grills or barbeques may be turned on "momentarily" to demonstrate the product, but no cooking may be done inside the building. Fryers with hot oil are not permitted. No combustible decorations such as crepe paper, tissue paper, cardboard, corrugated paper, hay or straw bales shall be used at any time. All packing paper, excelsior and wrapping paper are to be removed from the floor and must not be stored under the tables or behind displays. All muslin, velvet, or any cloth decorations must stand a flame proof test as prescribed by the Fargo Fire Department regulations. All vehicles or items with gas tanks must have them taped shut. If your exhibit contains any petroleum-based products (i.e., gasoline) the following guidelines must be

met: (1) the gas tanks must be less than 1/3 full of fuel, (2) the gas tanks must be taped shut, and (3) the battery terminals must be disconnected. Material not conforming with such regulations will be removed immediately at the Exhibitor's expense.

9. **Functioning Displays** Displays with functional features (e.g., fireplaces, hot tubs, barbecues, ponds) must meet standards of and be approved by HBA of F-M and Fargo Fire Marshal. Fire Marshal allows no larger than 5-pound LP tanks. Details regarding Fire Marshal requirements will be in the exhibitor packet. All preservation coatings must be removed before the Show opens. Displays should be tested prior to Show opening. Demonstration time must be limited. Nuisance odors will not be tolerated. HBA of F-M reserves the right to prohibit further use.
10. **Care of Building and Exhibits** Tacking, taping, or nailing of signs, banners, etc. to any permanent walls or woodwork or beyond the limits of any background is prohibited. Double-sided tape is strictly prohibited. The only authorized tape is wrestling sports tape available through the decorator and the Fargodome. No nails or bracing wires used in erecting displays may be attached to the building. Exhibitors will be required to keep their exhibit displays neat and orderly throughout the Show.
11. **Health & Safety** Alcohol is strictly prohibited within exhibit space. Smoking is prohibited throughout the facility.

Price List The advertisement, exhibit, or promotion may include prices, but shall not make comparisons with competitive products.

