

**Terms and Conditions**

1. SIGNED CONTRACT and PRE-PAYMENT: Sponsorship/Booth rental will be reserved only after submitting this signed paper contract or registering electronically via Elko New Market Chamber website. Payment for Sponsorship/booth rental needs to be paid in full prior to event date.

2. MARKETING and PROMOTION: Marketing and promotion decisions for the show are made at the sole discretion of the Chamber staff. Sponsors will not be consulted on marketing decisions including, but not limited to, design, placement, frequency, and location. Sponsor discounts and refunds will not be given based on any marketing decisions or pieces.

3. REFUNDS - EXHIBITORS: A 75% refund will be given if an exhibitor cancels their physical show booth 21 days or more prior to show date. Cancellations within 20 days or less will result in no refund. ENMCC will not provide refunds due to poor attendance. If the physical show is postponed, moved to an alternate location, or cancelled, and the exhibitor cannot participate in the altered physical show, they will receive a 75% refund on their registration. Refunds will be issued as a credit for the following year’s show unless a cash refund is requested.

4. REFUNDS – SPONSORS\*: A 50% refund will be given if a sponsor cancels their physical show booth 21 days or more prior to show date. Cancellations within 20 days or less will result in no refund. This is due to the pre-show marketing exposure the sponsor has received. ENMCC will not provide refunds due to poor attendance. If the physical show is postponed, moved to an alternate location, or cancelled, and the exhibitor cannot participate in the altered physical show, they will receive a 75% refund on their registration. Refunds will be issued as a credit for the following year’s show unless a cash refund is requested. \*Presenting sponsor receives no refund if they cancel their physical show space at any time, due to the amount of pre-event marketing exposure and physical signage costs – all of which include their logo. If the physical show is postponed, moved to alternate location, or cancelled, and the sponsor cannot participate in altered physical show, they will receive a 50% refund on their registration, which will be issued as a credit for the following year’s show unless cash refund requested.

5. LIABILITY: Show producer, event facility and their sponsors shall not be liable for failure to perform their obligations under this contract because of natural disasters, strikes or any other causes beyond their control. Elko New Market Chamber of Commerce, show location property owner and our insurance companies are not liable for losses or unexplained property disappearances of any kind. The show producer or its agents shall not be liable for loss or damage of vendor’s property due to theft, fire, accidents, or other causes, nor for any injury to exhibitors, its employees, or agents. Security will not be present at the event.

6. AISLES: Aisles, passageways and overhead spaces remain strictly under control of show management. All exhibitors and booth personnel must remain within the confines of their own spaces. All demonstrations or promotional activities must take place within your booth space(s).

7. SET UP: No exhibitor shall be permitted to set up their booth space or spaces without having made full remittance of booth rental to show producer. The exhibitor is entirely responsible for the space leased and shall not injure, mar, or deface the premises. The exhibitor shall not affix to the walls or windows of the facility any advertising, materials, or signage. Exhibitor shall not drive nails, hooks, tacks, or screws into, nor use tape or other adhesive device on any part of the building. Exhibitor agrees to reimburse the facility and/or show producer for any loss or damage to premises or equipment occurring in space leased to the exhibitor. This includes spaces occupied or travelled in during set-up and teardown.

8. TEARDOWN: No booth shall be dismantled or removed until closing time the day of the event. Failure to adhere to this may result in exclusion from future shows. All booths must be torn down immediately at close of event. Any items left behind by exhibitor, where owner cannot be identified, may be disposed of at the discretion of the show producer and/or facility custodial staff. If your booth will accumulate extensive or oversize trash, please alert ENMCC prior to the event for pre-approval. Event facility cannot store any booth materials overnight on Saturday. In the event an exhibitor fails to teardown their booth in a timely manner, show producer will charge a fee of $200 for their staff to disassemble the booth, in addition to a $100 per day storage fee to store at facility of show producer’s choice. Show producer is not liable for any damages occurred to booth and display materials as a result.

9. BOOTH STAFF: All booth personnel are to be ready to work and need to be present before the doors open to the public. All booths must always have at least one person in attendance. Booth personnel should wear identification badges.

10. BOOTH SPACE: The space contracted is to be used solely for the exhibitor whose name appears on the contract. Booths may not display or disperse any business’ information other than that of the business listed on the contract. No booth space shall be offered for use or sublet by a vendor without the consent of the show producer. If a shared booth space is approved by the show producer, the contract holder may be required to pay an additional fee to accommodate for the additional exhibitor. The additional exhibitor is not guaranteed the same benefits as the main exhibitor. No additional space at the event, in the special section or on the marketing materials may be allowed for the additional vendor. Separate businesses owned by the same entity may be allowed. This will be determined on a case-by-case basis, and at the discretion of the show producer. In the event an exhibitor fails to occupy the space, or to have their exhibit completed and ready fifteen minutes prior to show time, they shall forfeit their right to the space and all pre-paid rentals.

11. BOOTH LOCATION: The show producer will make every effort to place you at your desired booth location for the event. Event facility may have restrictions on what materials can be placed on their floors, and exhibitors may be asked to relocate their booth to a new location in the show, based on their materials on display at the event. Competitive exhibitors may be in the general location of your booth. Exhibitors cannot request to move booth location the day of the event due to competition near to their booth display. Any request to move booth location needs to be prior approved by the show producer. No discounts or refunds will be given based on booth location and proximity to competitors.

12. BOOTH APPEARANCE: All booth decorations must concur with facility regulations, city ordinances and local fire codes. Any violations may result in the removal of materials found to be in violation. All City, County, Municipal, State or Federal licenses, inspections or permits as required by law of any exhibitor in the installation and operation of his display shall be obtained by the exhibitor at their own expense prior to show. All decisions pertaining to use, and occupancy of booth space are within the sole discretion of show producer.

13. NEIGHBOR COURTESY: No booth shall interfere with the orderly operation of adjacent booths. Exhibitors will not be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other exhibitors. Interference with the light and display of another exhibitor will not be permitted. This also includes a prohibition of music, special effects or other sound and entertainment without approval by the show producer. The exposed backs or sides of booths must be properly draped or finished with no signage, so that it will not interfere with adjoining booths. The back of an exhibitor’s display cannot overlook or impede on the booth space behind them.

14. PROMOTION: Exhibitor agrees that the purpose of booth rental is for the positive promotion of the vendor’s products or services. Vendor may sell, display, distribute information, conduct prize drawings, or give out samples during the expo. Display or distribution of materials deemed inappropriate determined by the show producer for theme of event and audience in attendance will not be allowed.

15. PRODUCT SALES: Any exhibitor making taxable sales at the expo must be registered with a Minnesota Tax ID to collect the required sales tax before the event begins. Out-of-state businesses must collect Minnesota sales tax on all taxable sales made while in Minnesota. Minnesota law requires that before show manager can rent a space to any seller, the seller is required to give show producer a completed Operator’s Certificate of Compliance, Form ST-19.

16. ITEM RESTRICTIONS: Indoor facilities strictly prohibit the use of glitter or any substance, material or display that may damage floor. Some materials may be allowed if a tarp, or other floor covering, are placed under the booth space. This must be pre-approved by the show producer prior to final registration deadline. Helium (not latex) balloons are permitted; however, exhibitor will be held responsible for retrieval costs should any become lodged in ceiling. Animals are not permitted unless pre-approved. Show producer will hold exhibitor financially responsible for damages done to facility because of unauthorized products or materials at the event.

17. AMENDMENTS: Exhibitor agrees to abide by decisions of show producer concerning all matters pertaining to the administration and success of the show.

18. TERMS & CONDITIONS: This contract contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.