



FOR OFFICE USE: Booth Number(s): _____ Date Received: _____ Invoice Number: _____
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**TRADE SHOW EXHIBITOR APPLICATION**  
**January 22-24, 2020**  
**Wednesday-Thursday from 9 a.m.-5 p.m. & Friday from 9 a.m.-4 p.m.**  
**W.H. Lyon Fairgrounds Expo Building**

Booth Name (as presented to Show visitors): \_\_\_\_\_

Company Name (as it would appear on the lease agreement): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

I, \_\_\_\_\_ (contact name), on behalf of \_\_\_\_\_

(company name), would like to reserve \_\_\_\_\_ booth(s) at a cost of:

Exhibit Space Rates:	Size	Early Rate <i>(register on or before 10/1/2019)</i>	Regular Rate <i>(register after 10/1/2019)</i>
1 booth:	8' X 10'	\$625	\$650
2 booths:	8' X 20'	\$1,240	\$1,290
3 booths:	8' X 30'	\$1,845	\$1,920
	Each additional 8' X 10'	\$615	\$640
Each booth includes pipe and drape on all three sides of your space, move-in and move-out service, and listing in the program.			

Full payment is due January 3, 2020.

Make checks payable to:

Sioux Falls Area Chamber of Commerce  
 Agri-Business Division  
 PO Box 1425  
 Sioux Falls, SD 57101-1425

Total Exhibit Space: \$ \_\_\_\_\_

South Dakota Sales Tax (4.5%) \$ \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

Deposit (Minimum of 50%): \$ \_\_\_\_\_

Balance Due on January 3, 2020: \$ \_\_\_\_\_

**Exhibit Category: (select all that apply)**

- Agricultural Products: tractors, trailers, barns, fencing, gates, products for breeding, livestock health/welfare, ranch products, etc.
- Animal Supplies: tack, grooming equipment and supplies, feed and nutrition, show equipment, etc.
- Art: framed/unframed art, prints, photography/sculpture by an artist, etc.
- Clothing & Shoes/Fashion Accessories: boots, shoes, jackets, coats, jewelry, fashion belts, hats, sunglasses, leather goods, etc.
- Communications: radio/television promotions, magazine publications, etc.
- Home: decorative items, rugs, candles, gift items, housewares, cooking items, etc.
- Service and Information Providers: banks, membership sales, property sales, insurance, utility companies, animal breed associations, etc.
- Universities: college/university recruiting materials
- Vehicles: automobile displays, trailer accessories, vehicle accessories, golf carts, ATVs, utility vehicles
- Western Specialties: products with a western theme, animal skins, rustic gifts, iron works, signs, etc.
- Other (please explain): \_\_\_\_\_



## THE SIOUX EMPIRE LIVESTOCK TRADE SHOW EXHIBITOR AGREEMENT AGREEMENT/TERMS AND CONDITIONS

- I. The Sioux Falls Area Chamber of Commerce (herein after SFACC) will lease to the Sioux Empire Livestock Trade Show Exhibitor (herein after EXHIBITOR) to use exhibit space subject to the express terms of this agreement.

Exhibit hours (vendor *booth space must be manned at all times* during the exhibit hours):

- 9 a.m.-5 p.m. Wednesday, January 22;
- 9 a.m.-5 p.m. Thursday, January 23; and
- 9 a.m.-4 p.m. Friday, January 24.

- II. EXHIBIT MOVE IN. The SFACC management will notify EXHIBITOR the time to move-in/set-up in the Expo Building prior to Tuesday, January 21. Exhibit booths must be set-up prior to 9:00 a.m. on January 22.
- A. Unless otherwise agreed to writing with the SFACC prior to January 19, 2020, deadlines for the set-up schedule will be as directed in the SFACC exhibit letter mailed to all exhibitors no later than 30 days prior to the first day of the Show.
- B. Exhibits will remain assembled until 4 p.m. the final day of the Show (January 24, 2020). Move out must be accomplished in a timely manner and the EXHIBITOR is responsible for removing all their exhibit material from the show site.
- III. EXHIBIT DISPLAY RULES. The SFACC retains oversight and control of all exhibit aisles, walkways and overhead spaces. No signs, decorations, banners, advertising matter or exhibit material of any kind will be permitted in those areas. All exhibit material must remain within the confines of each EXHIBITOR's assigned space, except by written permission of the SFACC.
- A. No signs, barriers, apparatuses, shelving, etc. may extend more than 8 feet above the floor along the rear of an exhibit. EXHIBITOR will not be permitted to erect signs or display products obstructing the view or disadvantageously affecting the display of other exhibitors. The pipe and drape booth will be installed by Show Decorator.
- IV. EXHIBIT MOVE OUT. All booth space will be clear of exhibit material by 10 p.m. Friday, January 24. The EXHIBITOR is responsible for removing all exhibit material from the Expo Building. Absolutely NO tearing down early of exhibits/booths on the last day of the Show.
- V. EXHIBIT ASSIGNMENT. The SFACC reserves the right to be the final determiner of the exhibit space location the EXHIBITOR rents for the Sioux Empire Livestock Show Trade Show, January 22-24, 2020.
- VI. SOUTH DAKOTA LAW IS CONTROLLING. It is expressly understood and agreed to by the parties that the law of the State of South Dakota shall govern this agreement. Any lawsuit pertaining to or affecting this agreement shall take place in the Circuit Court, Second Judicial Circuit, Minnehaha



County, South Dakota. EXHIBITOR agrees to comply with all federal, state, and local laws applicable to South Dakota.

- VII. 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 his or her display shall be obtained by the EXHIBITOR at his or her own expense prior to the opening of the Show.
- VIII. INDEMNIFICATION. Exhibitor shall indemnify and hold harmless the SFACC against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the activities of the EXHIBITOR, or the officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors of EXHIBITOR.
- IX. INSURANCE. The EXHIBITOR is solely responsible for the leased space and damages caused therein. The EXHIBITOR shall purchase and maintain such insurance as will protect him/her from claims which may arise out of or result from the activities of the EXHIBITOR. SFACC shall not be responsible for loss of damages occurring to the exhibit or sustained by the EXHIBITOR from any cause. The EXHIBITOR agrees to reimburse the SFACC and/or the Sioux Empire Fair Association for any loss or damage occurring to the premises, or equipment.
- X. ALL EXHIBITS MUST COMPLY WITH FIRE MARSHALL REQUIREMENTS AND INSTRUCTIONS.
  - A. STORAGE - Fire Marshall Regulations prohibit the storage of boxes, crates, packing material, etc. EXHIBITOR must arrange for storage of empty crates, etc. at own expense.
  - B. RUNNING OF ENGINES - Oil or gasoline engines may be operated only with the consent of the Management and must conform to City Ordinances, Regulations and Fire Marshall Instructions.
  - C. INSTALLATIONS - Any special carpentry, wiring, electrical or other work, gas, steam, water or drainage connection shall be installed at EXHIBITOR's expense, and in accordance with the building and SFACC's direction.
- XI. RIGHTS OF THE SFACC IN EVENT EXHIBITION IS NOT HELD. SFACC shall not be liable for damages or expense incurred by EXHIBITORS in the event the Show is delayed, interrupted or not held as scheduled. If for any reason beyond the control of the SFACC, the Show is not held, SFACC may retain so much of the amount paid by EXHIBITORS as is necessary to defray expenses already incurred by the SFACC.
- XII. ASSIGNMENT. The EXHIBITOR shall not assign or modify the agreement to other individuals or organizations to lease or sublease exhibit space, without the express prior written consent of the SFACC.
- XIII. MUSIC LICENSING. EXHIBITOR shall hold SFACC harmless for all licensing and enforcing fees for recorded or live music played or performed in their booth space.
- XIV. TERMINATION OR CANCELLATION OF AGREEMENT. If this agreement is cancelled by EXHIBITOR for any reason, or by SFACC because of EXHIBITOR's default or violation of this



agreement, monies paid to SFACC by EXHIBITOR shall be retained as follows: If cancellation occurs 60 days or more before the start of the Show, SFACC shall retain 25% of the total rental and return the balance to EXHIBITOR. If cancellation occurs within 60 days of the Show, the entire rental paid to date by EXHIBITOR shall be retained by SFACC. The retained rental shall be liquidated damages for the direct and indirect costs incurred by SFACC for organizing, setting up and providing space for EXHIBITOR and additional expenses caused by EXHIBITOR's withdrawal including reletting the space. All cancellations must be in writing.

- XV. **FORCE MAJEURE.** If SFACC's or EXHIBITOR's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond SFACC's or EXHIBITOR's control including, without limitation, a venue accident, a venue interruption, or failure as related to the venue, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either SFACC's or EXHIBITOR's control, then both SFACC's and EXHIBITOR's obligation with respect to the performance of the agreement shall be excused and neither SFACC or EXHIBITOR shall have any liability to the other in connection therewith.
- XVI. **COMPLETE AGREEMENT.** This agreement 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 agreement shall be deemed to exist or to bind any of the parties hereto.

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**EXECUTION OF AGREEMENT AND TERMS:**

By signing this agreement, EXHIBITOR agrees to abide by the terms and conditions of the Sioux Empire Livestock Show as specified in this agreement. The EXHIBITOR further understands that the agreement is not binding, until the Sioux Empire Livestock Show manager executes the agreement.

In addition, by signing this agreement, EXHIBITOR authorizes the Sioux Empire Livestock Show to secure information concerning any of the above terms and conditions.

**EXHIBITOR**

Name (Print) \_\_\_\_\_

Company Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SFACC**

Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_