NATIONAL PHEASANT FEST & QUAIL CLASSIC 2021 EXHIBITOR AGREEMENT DENNY SANFORD PREMIER CENTER SIOUX FALLS, SD FEBRUARY 19-21, 2021

Please review the following information carefully. It is recommended that you pre-order all necessary items and services you will need.

Show Site Location: Denny Sanford Premier Center

1201 North West Avenue Sioux Falls, SD 57104

Show Hours: Friday, February 19, 2021 **12:00 pm – 7:00 pm**

Saturday, February 20, 2021 9:00 am - 6:00 pm Sunday, February 21, 2021 9:00 am - 4:00 pm

Booth Move-In and Set-Up: Set-up will take place on Thursday, February 18, 2021 from 9:00 am until 7:00 pm and Friday, February 19, 2021 from 8:00 am until 10:00 am. No children under 16 years of age are allowed on the show floor during set up. All exhibitors must be set-up by 11:30 am on Friday, February 19, 2021. It is advised to arrive early on Thursday for early set-up to avoid the Friday rush. Exhibit booths must be occupied during all show hours. No Exhibitor Tear-down May Begin Until 4:00 pm on Sunday, February 21, 2021. Exhibitors will be allowed on the show floor one-half hour before the show opens each day.

Your Booth Includes: Your booth includes an 8' high curtain back drape; a 3' high curtain side drape; one 7" x 44" identification sign. All booths must fit specific space requirements – full sides may not extend more than 5' from the back of the booth. **Tables, chairs, internet service and electricity are NOT included in the price of your booth.**

Show Management: This show is a presentation of Pheasants Forever, Inc., St. Paul, MN, which shall have the right, which it hereby expressly reserves, to make such rules and regulations as it shall deem advisable for the success of said Show, and to change and amend the same from time to time, which shall govern the proper conduct of said Show and the use of this contract and the space herein reserved by the exhibitor. The Show Management's application, interpretation and construction of said rules shall be final and conclusive.

Contingencies: The Show Management reserves the right to cancel this contract in case the specified premises shall be destroyed or so damaged as to render them unworkable for the purpose specified, by fire, elements, or any other cause, or should any occurrence of circumstances beyond the control of the Show Management make it impossible to fulfill it's part of this contract; provided however, that in the event of such cancellation, all payments previously made of this contract are to be promptly returned to the exhibitor by the Show Management and upon the return of the same the Show Management is to be released of any and all claims for damages, loss, cost or expenses sustained or incurred by the exhibitor by reason of such cancellation.

Compliance: Exhibitor, its employees and representatives shall observe and comply with all Federal, State, Municipal and Building Management laws, charters, ordinances, rules and regulations of the State, City, and Building in which said show is presented. Exhibitors are required to abide by state laws and wildlife agency regulations when selling animal parts.

Conduct: Exhibitors and their personnel are expected to maintain a business like attitude throughout the show. Anyone found to be creating a nuisance or conducting themselves in a manner unsuitable to Show Management will be subject to eviction from the premises.

Badges: Four (4) Exhibitor Badges will be provided for each booth exhibit. Exhibitor Badges are valid for all three days of the show. Additional badges may be purchased (by Exhibitors only) for **\$5.00** each. No one will be allowed on the show floor without an Exhibitor Badge or daily show ticket.

Exhibitor Registration Check-In: All exhibitors must check-in prior to show open at the Exhibitor Registration Desk to pick up your packet with your show passes.

Show Admission: Regular daily show admission is \$15.00 for adults (16 and older); \$5.00 for youth (6 to 15 years old); free for children (5 years old and younger).

Booth Payment: All booth reservations must be paid in full AND RECEIVED NO LATER THAN January 1, 2021.

Exhibitor Booth Take Down: Sunday, February 21, 2021 from 4:00 pm to 9:00 pm. **All exhibits must be removed from the building on Sunday night. DO NOT** begin to dismantle your booth before 4:00 pm on Sunday, February 21, 2021.

Electrical/Internet: Electrical and Internet needs must be ordered through the Denny Sanford Premier Center.

Use of Space: No excessive noise-making devices or public address systems shall be allowed without approval of show management. Exhibit booths must be occupied during all show hours – NO EARLY EXIT

Food and Beverage: No consumption of alcoholic beverages is permitted on the show floor. Please keep the appearances of your booth professional looking.

Raffles: Pheasants Forever & Quail Forever is the only organization allowed to conduct raffles for fundraising purposes.

Insurance Liability: All exhibitors at the 2021 National Pheasant Fest & Quail Classic at the Denny Sanford Premier Center will need to provide a certificate of liability insurance naming Pheasants Forever, Inc. as an additional insured. This certificate must be delivered prior to January 1st, 2021 to: Pheasants Forever, Inc., 1783 Buerkle Circle, St. Paul, MN 55110. You should be able to obtain the certificate of insurance from your insurance agent. If you cannot obtain this insurance through your agent, please contact Pheasants Forever for additional options.

Security: Overnight security will be provided Thursday, Friday and Saturday nights inside the exhibition hall so that you may leave your display set-up overnight. Pheasants Forever, Inc. and the Denny Sanford Premier Center are not responsible for any property or merchandise brought to the show. Exhibitors' property is the responsibility of the Exhibitor. Security may be provided, however, liability for loss remains with the Exhibitor. Exhibitors release Pheasants Forever, Inc., and the Denny Sanford Premier Center from any and all liability damage and injury and agree to all show rules and conditions set forth.

Liability: Pheasants Forever, Inc., and the Denny Sanford Premier Center assume no responsibility for any property brought to the show. Exhibitors release Pheasants Forever, Inc. and the Denny Sanford Premier Center from any and all liability, damage and injury and agree to all show rules and conditions set forth.

Products and Personnel: Pheasants Forever, Inc. reserves the right to approve all products and personnel that appear in your booth. No one will be allowed to exhibit products that have not reserved a booth. All promotional literature must be distributed from your booth only and pertain to your company. All signs must be of a professional nature. No selling or distribution of literature will be permitted outside your booth area or by anyone who has not contracted for exhibit space.

Subletting: No subletting or donation of exhibit space is permissible.

Cancellation and Withdrawal: Pheasants Forever, Inc. reserves the right to retain your entire deposit or full payment in the event of cancellation or withdrawal to cover expenses and loss of revenue.

Termination of Contract: Exhibit contracts may be terminated by Pheasants Forever at any time by the breach of any of the conditions of the Exhibitor Agreement, and all rights shall cease and terminate. Payments made prior to the termination may be retained by Pheasants Forever, Inc. for such breach, and the space may be resold.

Sales Tax: Please contact the South Dakota Department of Revenue directly **(605) 367-5800**. We will also provide an email with proper forms at a later date.

Exhibition and attendance at or participation in National Pheasant Fest & Quail Classic constitutes an agreement by the exhibitor and exhibitor's representatives to Pheasants Forever, Inc. use and distribution (both now and in the future) of exhibitor's image or voice in photographs, videotapes, electronic reproduction, or audiotapes of such events and activities.

Signature Page: I have read the 2021 National Pheasant Fest & Quail Classic Exhibitor Agreement and agree to the Terms.

Thank You for Being Part of the 2021 National Pheasant Fest and Quail Classic

Original Must Be Signed AND Returned to:

Pheasants Forever, Inc. 1783 Buerkle Circle St. Paul, MN 55110 Or Fax; 651-773-5500 Or Email to Connie Lueck; clueck@pheasantsforever.org PRIOR TO JANUARY 1, 2021