



2018 CONTRACT

September 29, 2018 | Eagan Community Center | 10:00 a.m. – 3:00 p.m.

ECM Publishers Office Use ONLY
Sales Department, Please Complete:

Date Received: _____ Early Bird? _____
Rep Name: _____

YOUR BOOTH IS NOT RESERVED UNTIL WE RECEIVE THIS SIGNED AGREEMENT AND YOUR DEPOSIT.

Please return to: KIDSPo, c/o SUN MEDIA – 15322 Galaxie Avenue, Suite 219, Apple Valley, MN 55124, or email to marketing@ecm-inc.com or fax to 952-846-2010.

Company Name _____ Website: _____
Complete Mailing Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone _____ - _____ - _____ Email _____

Will you be selling products or sampling* from your exhibit space? Yes _____ No _____ Describe _____

*VERY IMPORTANT: FORM ST-19 required for anyone selling cash and carry items. Eagan Community Center has strict food restrictions. See line items 14-16 on page 2 of contract.

Do you need electricity for your booth? Yes _____ No _____ Reason: _____

Limited spots available, perimeter spaces only. The community center has limited capacity and we want to make sure we are not overloading circuits.

MY ACTIVITY:
We would like you to offer a fun activity in your space. See the exhibitor packet for ideas, or contact us if you need help.

We will highlight this on the website, on social media and in the newspaper as we promote the expo.

WE WANT PEOPLE TO KNOW:
This can be a unique product you offer, a special service, or something that sets you apart from your competition. It's something you want families to know about you.

We will highlight this on the website.

SPECIAL OFFER (optional):
You have the option to put a special offer on our website.

FINE PRINT _____

We will add a special button to your space on website. Families will click and get an email with the offer.

SPONSORSHIP PACKAGES

EXHIBITOR PACKAGES

Presenting | \$2,750 (2 avail)
 Gold | \$1,750 (4 avail)
 Silver | \$1,250
 Bag | \$200 plus bags
(1 avail, see line item 2 on page 2)

Package Price: \$ _____ .00 Enter Sponsorship Value
Less 50% Deposit: - \$ _____ .00 Paid with contract & non-refundable
BALANCE DUE: \$ _____ .00 Final payment due August 29, 2018

Method of payment for balance, due no later than August 29, 2018:

Check to be Mailed
Charge this card please:

MasterCard Visa American Express Discover
Expiration Date: ____/____/____ CVC: _____
Card Number: _____
Signature required for credit card: _____

KIDSPo reserves the right to limit the number of exhibitors in any category to no more than 3 to maintain a variety of resources for the families in attendance. In the event that your business category is deemed full, prior to receiving your contract, you will be notified prior to processing this contract.

Single Space | \$425
 Double Space | \$625

Package Price: \$ _____ .00 Enter Package Price
Additions: \$ _____ .00 Enter total contract amount
BALANCE DUE: \$ _____ .00 Final payment due August 29, 2018

Method of payment for due no later than August 29, 2018:

Check to be Mailed
Charge this card please:

MasterCard Visa American Express Discover
Expiration Date: ____/____/____ CVC: _____
Card Number: _____
Signature required for credit card: _____

Sponsor/Exhibitor assumes any and all liability for any loss, damage or destruction to the property of exhibitor, exhibition site, or other property placed or brought upon the premises by exhibitor, or on his behalf. ECM Publishers provides no insurance on account of, or for the benefit of sponsor/exhibitor and its exhibits. Sponsor/exhibitor shall hold harmless ECM Publishers, the exhibition site and any official contractors against any loss, liability, actions or causes of actions or damages for injury to person or property sustained by reason of his occupation or use of any portion of the exhibition site or its facilities or participation in the expo or acts done or performed by the exhibitor, its agents or employees or due to natural disasters. This contract binds the sponsor/exhibitor to the show date, deadlines and payment in full of space rental. Sponsor/exhibitor agrees to abide by, conform to, and comply with all laws, state and local, as well as KIDSPo rules and site regulations (see back of contract). ECM Publishers reserves the right to refuse any sponsor/exhibitor. All sponsor cancellations after June 1, 2018 and prior to August 29, 2018 will result in forfeiture of deposit. No exhibitor refunds will be given after September 7, 2018 and exhibitor will be held accountable for entire balance due.

By signing this contract, I acknowledge that I am authorized to make decisions on behalf of sponsor/exhibitor listed above. I have read and understand the terms and conditions on side 2 of this contract.

Authorized Signature _____ Title _____ Date _____



ECM Publishers (hereafter referred to as show producer) and sponsor/exhibitor (the person or business to whom booth space is rented) agree that this contract shall be governed by the following terms and conditions:

- SIGNED CONTRACT:** Sponsorship/Booth rental will be reserved only after a signed contract & deposit have been received. The deposit is required to hold your space and the total balance must be paid by deadline listed on page 1 of contract. The deposit is non-refundable unless the show is postponed or cancelled by the show producer for any reason. If the remaining balance is not paid by the due date, the booth space will be released and the deposit forfeited by the sponsor/exhibitor.
- BAG SPONSOR:** If Bag Sponsor fails to provide ECM Publishers with the appropriate type or quantity of bags by the deadline of 10 business days prior to the KIDSPo event, they will be billed \$1,200 to cover the cost of ECM rush ordering bags for the event and to cover the pre-event sponsor benefits they received.
- REFUNDS - EXHIBITORS:** A refund, minus the deposit, will be given if an exhibitor cancels in writing before the deadline listed on page 1 of contract. If you cancel after the payment deadline, a refund will not be processed. Show producer will not provide refunds due to poor attendance.
- REFUNDS – SPONSORS:** A refund, minus the deposit, will be given if a sponsor cancels in writing before the deadline listed on page 1 of contract. Deposit in place to cover the marketing exposure provided prior to deadline. If you cancel after the final payment deadline, a refund will not be processed, as many materials may have been created to include sponsor logo. Show producer will not provide refunds due to poor attendance.
- LIABILITY:** Show producer, event facility and their sponsors shall not be liable for failure to perform their obligations under this contract as a result of natural disasters, strikes or any other causes beyond their control. ECM Publishers, Eagan Community Center 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.
- 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).
- SET UP:** Exhibitors will be allowed to set up their booths the morning of the expo. The exact hours will be sent to you via email no later than one week prior to expo date. Exhibitors will receive updates and important vendor information by email. 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 the premises or equipment occurring in the space leased to the exhibitor. This includes spaces occupied or travelled in during set-up and teardown.
- TEARDOWN:** **No booth shall be dismantled or removed from the Eagan Community Center until closing time the day of the event** or whenever the public is removed from the exhibit hall and doors are secured. Failure to adhere to this may result in exclusion from future shows. Any items left behind by exhibitor, where owner cannot be identified, may be disposed of at the discretion of the show producer and/or Eagan Community Center. Eagan Community Center agrees to dispose of reasonable amounts of trash from the event. If your booth will accumulate extensive or oversize trash, please alert ECM Publishers prior to the event for pre-approval. All booths must be torn down immediately at close of event. The Eagan Community Center cannot store any booth materials overnight. 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 booth, in addition to a \$100 per day storage fee to store at facility of show producer's choice. Show producer not liable for any damages occurred to booth and display materials as a result.
- 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 have at least one person in attendance at all times. Booth personnel shall wear identification badges or vendor ID's at all times during the expo. In the event a booth has only one staff member, we ask that they only leave space for brief periods during the show.
- 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, and upon demand pay any rental balance owing to show management. At that point, show management may reassign booth space. The show producer reserves the right of final decision and the right to rearrange the floor plan or relocate booths or both in order that competitive vendors wherever possible will be set up at specific locations that will not interfere with their individual operations, and to prohibit or remove any booth or exhibitor which, in the opinion of the show producer, detracts from the general character of the expo including persons, conduct and materials. In the event of such restriction, removal, prohibition and/or eviction, the show producer shall not be liable for any refunds, other exhibit expenses or any other sums of money by way of damages or otherwise.
- 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. Any special carpentry, wiring or electrical will be done at exhibitor's expense. 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. There will be no moving around on setup day.
- 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.
- 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 (see line items 15-16 for restrictions) during the expo. Display or distribution of materials deemed inappropriate for theme of event and audience in attendance will not be allowed. If you have questions about this, please contact KIDSPo prior to event date.
- 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**.
- ITEM RESTRICTIONS:** Eagan Community Center strictly prohibits the use of glitter or any substance, material or display that may damage the gym 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 ECM Publishers prior to final registration deadline.** Helium 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 as a result of unauthorized products or materials at the event.
- FOOD RESTRICTIONS:** Exhibitors are only allowed to sell pre-packaged food, not intended for immediate consumption, at Eagan Community Center. Exhibitors are NOT allowed to hand out food samples at the event. The Eagan Community Center only allows their pre-approved food vendors to serve or sample food products. There are two exceptions to this rule (1) Exhibitors may hand out small wrapped candy and (2) Exhibitors selling pre-packaged food, not meant for immediate consumption, at the event (example: salsa or dips), may offer small samples of that product. **Anyone planning to sell food products or offer food samples must get item(s) approved by ECM Publishers and the Eagan Community Center prior to the final registration deadline.**
- AMENDMENTS:** Exhibitor agrees to abide by decisions of show producer concerning all matters pertaining to the administration and success of the show.
- 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.