

Exhibitor Policies and Procedures

- **Payment** - Complete payment shall be received along with the signed contract unless other arrangement are made with the manager. Failure to make payment constitutes breach of contract and termination of the rental agreement.
 - **Cancellation of Agreement/Refunds** - If this agreement is canceled by Exhibitor deposit shall be retained as follows: cancellation occurring 30 days or more before the start of the show Management shall retain 50% of the rent and return the balance to the Exhibitor; after this date, all monies paid shall be retained by Management. Date of receipt of written notice will be used regarding 30-day time period. If Exhibitor fails to occupy rented space the first day of the show at 10:00 a.m. or fails to comply in any other respect with the terms of this agreement, the manager shall have the right to use such space. No refunds will be made if space or portion of space is not used.
 - **Sub-Letting Booth Space** - No Exhibitor shall assign, sublet or apportion the whole or any part of the space allotted to him, nor exhibit therein any goods or services other than those manufactured or sold by the Exhibitor in the regular course of business.
 - **If Event Is Not Held** - The BRBA, its Board of directors and staff shall not be liable for any damages or expense incurred by Exhibitors in the event the show is delayed, interrupted, or not held as scheduled; and if for any reason beyond the control of the management the show is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred. In case Swiftel Center shall be partially or totally destroyed by fire, or the elements, or any circumstances that shall make it impossible for Management to permit the contracted space to be occupied by the Exhibitor, then this lease shall terminate and the Exhibitor shall waive any claims for damages or compensation except the prorated return of amount paid for space.
 - **Licenses** - All City, County, State or Federal licenses, inspections or permits required by law of any Exhibitor in the installation or operation of his display shall be obtained by the Exhibitor at his own expense prior to the home show.
 - **Removal of Exhibits** - All property not removed from the Swiftel Center by 6:00 p.m. on Feb. 9 is subject to rental charge. No responsibility is taken for lost items after that date.
 - **Compliance/Conduct and Character** - The Exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules herein stated. If any exhibit or Exhibitor is ejected for violations of these rules or for any other stated reasons, no return of rent shall be made. All negative actions, behavior, or conduct that is seen by Management or reported to BRBA will be grounds for management to ask Exhibitor to leave the show. Problems unresolved could deny entrance to future home shows.
 - **Liability/Legal/Insurance - Vendor must provide certificate of insurance naming the Brookings Regional Builders Association as an additional insured. Exhibitors shall present proof of liability insurance in the amount of \$1,000,000 as will protect Exhibitor from claims which may arise out of or result from the activities of the exhibitor.**
 - **Indemnity** - CONTRACTOR agrees to indemnify, defend and hold harmless Swiftel Center, Compass of Brookings, LLC, Compass Facility Management Inc., BECI, City of Brookings, each of its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents from any and all demands, claims, suits, actions or liabilities resulting from injuries or death to any persons, or damage or loss of any property prior to, during, or subsequent to the period covered by this agreement arising from any activity undertaken by BRBA or by Swiftel Center or their employees or agents in performance of any terms, conditions, or promises under this agreement for the use of facilities leased or services obligated hereunder, except with respect to any such demand, claim, suit, action or liability proven to be due solely to the willful act of Swiftel Center for which Swiftel Center similarly agrees to indemnify BRBA. No claim or litigation shall be settled without prior approval of Swiftel Center.
 - **Restrictions** - **A*** Holes may not be drilled, cored, or punched in the building. No adhesive backed decals or similar items, may be affixed in any way to walls, windows, columns, ceilings, or furniture on the Swiftel Center property. Decoration, signs, banners, etc., may not be taped, nailed, tacked, stapled or otherwise fastened to ceilings, walls, doors, painted surfaces, furniture or columns, or railings. Exhibitors may not apply paint, lacquer, adhesive or any coating to building floors, walls or to standard booth equipment. No paint, tape or tape residue shall remain on show floor after completed move out. **B*** Exhibitors are liable for any damages caused to the building, or to standard booth equipment, or to other Exhibitors' property. **C*** The Management reserves the right to restrict or remove exhibits, without refund, that have been falsely entered or are deemed by the management objectionable. This restriction applies to, but is not limited to noise, PA systems, persons, or anything of a character that might be objectionable to the Management. **D*** Helium or other lighter than air balloons are not permitted in the Swiftel Center. **E*** No animals are permitted into the building without prior approval of management (this is not intended to exclude animals providing aid to the physically impaired). **F*** Cash sales of Exhibitor's products will be allowed. The only products not permitted for sale are food items or packaged foods. Samples may be served. **G*** Combustion engines shall not be operated on the Exhibit floor as part of an exhibit. Protective floor covering shall be placed under vehicle (bumper to bumper and inside of wheel to inside of wheel) to protect against fluid leaks. Battery cables must be disconnected, gas caps securely taped, and less than ½ tank of gasoline is required. Propane tanks shall not exceed 2-lb. cylinder (LPG 5 lb. capacity) and require Fire Marshal approval. No charcoal fires shall be permitted. Small combustion engines (5 hp or smaller) will not be permitted to contain any gasoline in fuel tanks.
 - **Gasoline or Diesel Fuel** - Exhibitors wishing to display or temporarily use gasoline or diesel motorized vehicles and equipment must conform to the Brookings City Fire Code and complete the included request form and return to Brookings Regional Builders Association 14 days prior to official show installation.
- See "Permit Request Form" and instructions.**
- Spot checks for compliance to the above state regulations will be done by the Fire Marshal during the show setup and throughout the show. This section is subject to amendment of local fire codes at the direction of Brookings Fire Department. **H*** All plantings and fountains must have waterproof plastic materials underneath. **I*** Exhibitors shall confine the display and contents to the booth space assigned and not project in any way into the aisle. No individual PA systems, flashing lights, and sirens are permitted and music or sound must not be audible more than 8' from the perimeter of booth. Any noise that is bothersome to neighboring Exhibitors will not be permitted. In the demonstration of food preparation, Exhibitors must take precaution to insure that cooking exhaust, odors, or smoke be handled. Violations may result in termination of Exhibitor's booth. **J*** The Swiftel Center has a controlled liquor license and in accordance with the rules and regulations of the South Dakota Liquor Control Commission, it is against the law for a tenant or Exhibitors to bring alcoholic beverage into the building. **K*** Water outlets are located on outside walls of exhibit areas and will be made available to Exhibitors needing access. Water disposal must be coordinated with Swiftel Center. At no time will any conveyances of water be allowed to intersect with pedestrian traffic. **L*** All decorative materials used in the booth must be Flame Retardant in accordance with Fire Department regulations.- **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 contract, shall be deemed to exist or to bind any of the parties hereto.