

## **Brainerd Boat Show Vendor Contract**

This Contract is made by NP Events LLC ("NPE"). The Renter hereby contracts for booth space located at the Northern Pacific Center, 1511 Northern Pacific Road, Brainerd, Minnesota 56401. This Contract is for use of real estate property leased by NPE from the Northern Pacific Center as an event venue only and does not include services or equipment to plan, coordinate, set-up, perform/conduct, or tear down after the Event unless otherwise specified. The Parties agree as follows: BOOTH RENTAL FEES

Northern Pacific Center Property including indoor booth space for The Brainerd Boat Show at the Brainerd Exchange:

1511 Northern Pacific Road Brainerd MN 56401

The Event shall be held on **March 17-22.** ("Event Date"). The Event Date shall **include set-up, and tear-down**. Renter shall not have access to the Event Space at any time other than during the Event Date and set-up times. Wednesday, March 17 will be allowed for setup in the space, and all teardown must be done promptly after the event.

The booth rental fee (the "Rental Fee") for the Brainerd Boat Show

Brainerd Exchange Convention Space is as follows:

		\$650 for a 10 x 10
		\$3850 for a 30 x35
Blacksmith Main is as follows:		
		\$3900 for a 30 x 60
		\$3600 for a 30 x 55
		\$3300 for a 30 x 50
		\$1300 for a 20 x 30
		\$1000 for a 10 x 15
		\$650 for a 10 x 10

The Renter will make a non-refundable payment of **50%** of the booth fee to retain their booth space. The Renter will pay the balance of the Rental thirty (30) days prior to the event.

#### **CANCELLATIONS**

#### -Renter

If Renter cancels the reservation for the Event more than thirty (30) days before the Event Date, the Rental Fee paid at the time of signing the contract will be retained as liquidated damages. If Renter cancels the reservation for the event thirty (30) days or less before the Event Date, the entire Rental Fee will be retained as liquidated damages.

#### -NPE

If the Event Venue is not available to the Renter on the Event Date due to circumstances beyond the control of NPE, as determined in the sole discretion of NPE, the Event Date will be rescheduled to occur no later than 12 months after the original Event Date, subject to availability. NPE shall notify the Renter as soon as possible, via email, that the Event Date is unavailable. Renter shall have 30 days from notification of unavailability to select a new Event Date. If a new Event Date is not selected within 30 days, the entire Rental Fee will be retained as liquidated damages. If NPE determines the venue cannot be made available within 12 months of the original Event Date, then this Contract is null and void, NPE will provide a full refund to renter and NPE shall have no further liability to the Renter.

#### **CONDITION OF PREMISES**

Renter shall leave the Property in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Property beyond ordinary wear and tear.

#### **PERMITTED USE**

The permitted use is identified in the Terms and Conditions. The Event may be open to the general public and may include invited guests.

#### **GOVERNING LAW**

This Contract shall be construed in accordance with, and governed in all respects by, the laws of the State of Minnesota, without regard to conflicts of law principles

#### **SEVERABILITY**

If any part of this Contract shall be held unenforceable for any reason, the remainder of this Contract shall continue in full force and effect. If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

#### **ENTIRE CONTRACT**

This Contract together with the Application, the Terms and Conditions and any subsequent written Addenda constitute the entire Contract between Renter and NP Events LLC and supersedes any prior understanding or representation of any kind preceding the date of this Contract. There are no other promises, conditions, understandings or other agreements, whether electronic, oral or written, relating to the subject matter of this Contract.

# **Terms and Conditions**

Please read and acknowledge each of our terms and conditions.

### I understand and accept

Businesses will be still operating their normal hours. Blacksmith Main, Brainerd Exchange and 3 Main are four of over 20 businesses on the 47-acre campus that is known as Northern Pacific Center.		
Initial		
No smoking is allowed inside any of the buildings and is only allowed in designated outdoor areas. There are two designated areas within walking distance.		
Initial		
For the safety of all, should hazardous weather occur, the property owner/operator reserves the right to mandate shelter and other safety precautions. In the event of hazardous weather, the event will be terminated, and guests will be required to vacate the premises. Our priority is the safety of the client and guests.		
Initial		
I understand my retainer is non-refundable and secures my event date. I understand the final payment is due 30 days before the event date or the space will be forfeited.		
Initial		
Clocktower Hospitality will be providing concessions and bar services.		
Initial		
All vendors and service contractors are responsible for the clean-up and removal of their equipment, and supplies  Initial		
I understand that I am not allowed to bring in any outside food or beverages.  Initial		

#### **PAYMENT DETAILS**

Signature Date

Payment can be made by check or by online checkout. To pay via check, please make payable to: NP Events mail to: Northern Pacific Center Box 5 West 1511 Northern Pacific Road Brainerd, MN 56401 To pay via card or ACH, please sign below and proceed to payment on attached invoice. Client Signature: Street Address \_\_\_\_\_ City\_\_\_\_\_ State\_\_\_\_ Zip Code\_\_\_\_\_ I agree to the terms and conditions of this contract. First Name/Last Name Signature/Date NPE, LLC Signature: 1511 Northern Pacific Road Brainerd, MN 56401 I agree to the terms and conditions of this contract. First Name Last Name