



UNIVERSITY OF MINNESOTA
EXHIBITOR AGREEMENT

, University of Minnesota
(the "Event")

THIS EXHIBITOR AGREEMENT ("Agreement") is entered into on _____, between Regents of the University of Minnesota, a Minnesota constitutional corporation ("University") and _____, a _____ ("Exhibitor") for the purpose of allowing Exhibitor to display and/or distribute information or exhibit products and/or services at the Event. This Agreement is entered into by University through its _____, Attn: _____, _____ and _____.

1. Exhibitor Information.

Name:

Address:

Telephone Number:

2. Space and Term. University will provide a space measuring _____ () feet by _____ () feet in Room _____ (the "Space") in the _____ (the "Building") during the following dates and times: _____ (the "Term") for Exhibitor's use. University will assign exhibit space to exhibitors, including those offering competing products and services, in its sole discretion.

2.1 Exhibitor is permitted to display, promote or sell only the following information, products or services: _____ at the Event and only in Exhibitor's assigned Space. The Space will be set up with (check all that apply): drapes, tables, _____ () chairs and a sign displaying Exhibitor's name provided by University at Exhibitor's expense. If modifications to the Space are required, the work shall be done by University at Exhibitor's expense. University will try to meet Exhibitor's requested Space needs, but does not guarantee them. If additional equipment, drayage and/or storage are required, Exhibitor will make arrangements directly with _____. Exhibitor will arrange its exhibit within the Space so as not to obstruct the general view nor hide other exhibits. No homemade signs will be permitted. Exhibitor is responsible for maintaining, cleaning and securing the Space at all times during the Term. University has no obligation to safeguard any of Exhibitor's property or equipment, and Exhibitor assumes all risk of damage or loss. Use of sound amplifiers or audio loudspeaker systems is not permitted without University's prior written approval. Exhibitor will comply with University's move-in and move-out procedures. This Agreement is not assignable.

3. Fees. Exhibitor will pay _____ and _____ /100 dollars (\$ _____) (the "Fee") to University for use of the Space. If Exhibitor is also a Sponsor, the Fee is waived. Exhibitor will pay a nonrefundable deposit in the amount of _____ and _____ /100 dollars (\$ _____) at the time this Agreement is submitted, which will be applied to the Fee. The balance of the Fee or the Sponsorship Fee must be paid to University by _____. Failure to pay the Fee or the Sponsorship Fee by the due date will result in cancellation of this Agreement and all right to use the Space. If

University cancels the Event, Exhibitor's exclusive remedy will be a refund of the deposit or the Fee paid.

4. Compliance with Applicable Laws and Regulations. Exhibitor will comply with all applicable University policies and federal, state and local statutes, laws, ordinances and regulations governing Exhibitor's use of the Space during the Event, including all rules and regulations of local fire and police departments having jurisdiction over the Building, the applicable provisions of University's exclusive contract with a beverage provider, and state and local laws regarding the collection and payment of sales tax. If Exhibitor sells any product or service, or promises to sell a product or service at the Event, Exhibitor will submit, along with this Agreement, a completed Minnesota Revenue Operator Certificate of Compliance ST19 form or a Statement of Qualification Exemption Form, both of which are available from University. No Space will be assigned to an Exhibitor conducting sales without a completed Minnesota Revenue Operator Certificate of Compliance ST19 form or the Statement of Qualification Exemption form. Failure to comply with the terms of this Section 4 will result in cancellation of this Agreement and forfeiture of all Fees paid.

5. Liability. Exhibitor will provide a Certificate of Insurance evidencing that it maintains general commercial liability insurance covering bodily and personal injury, property damage, product and advertising liability, and contractual liability with a minimum limit of \$1,000,000 per occurrence, and naming Regents of the University of Minnesota as an additional insured. In addition, Exhibitor will obtain and keep in force during the Term automobile liability insurance in an amount not less than \$1,000,000 combined single limit. Exhibitor agrees to indemnify, defend and hold harmless University from and against any claims, losses, damages or expenses arising out of Exhibitor's participation in the Event and use of the Space. Exhibitor acknowledges that University does not maintain insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain such insurance. In no event will University be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of this Agreement.

6. Damage. Exhibitor will be responsible for the cost of repairing damage to the Space or the Building caused by Exhibitor, including labor charges to remove stains or adhesives from the walls or floors.

7. Force Majeure. No party to this Agreement will be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

8. Use of University Name or Logo. Exhibitor will not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, any form of publicity, or for any other use without the written permission of University in each instance.

9. Consent to Recordings. University shall have the exclusive right and license to video tape, audio tape, film, photograph or record in any medium the Event (altogether, the "Recordings"). Exhibitor, on behalf of itself and its employees, representatives and agents, grants to University the exclusive right and license to include depictions of Exhibitor's Space and materials in the Recordings, and to use, reproduce, modify, distribute and publicly exhibit the Recordings, in whole or in part, for any purpose without restriction, and consents to use of Exhibitor's name, likeness, word mark, logo and biographical information about Exhibitor in connection with the Recordings.

10. Governing Law; Forum. The laws of the state of Minnesota will govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to this Agreement will be brought in the state courts of Minnesota.

11. Entire Agreement. This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms.

12. Return of Deposit. If all exhibitor spaces have been assigned or if University rejects this Agreement for any reason, University will return any deposit paid by Exhibitor.

IN WITNESS WHEREOF, University and Exhibitor have executed this Agreement as of the date set forth above.

Regents of the University of Minnesota

Exhibitor

By: _____
Name:
Title:
Date: _____

By: _____
Name:
Title:
Date: _____