



# NW MONTANA FAIR & RODEO

265 North Meridian Road, Kalispell, MT 59901

Phone: 406-758-5810 Fax: 406-758-2146

## APPLICATION & AGREEMENT FOR COMMERCIAL EXHIBIT SPACE

**AUGUST 14-18, 2019**

***This is an application at this time, but becomes a binding contract upon approval by NW Montana Fair & Rodeo. Please DO NOT send money UNTIL you are notified of approval/acceptance.***

Applicant Organization/Name: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Alternative Contact Person: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

### **Inside Space** (Grandstand Building)

Includes drapes and one 8' table

8' x 8' ..... \$285.00 \_\_\_\_\_

8' x 10' ..... \$350.00 \_\_\_\_\_

8' x 12' ..... \$415.00 \_\_\_\_\_

8' x 14' ..... \$485.00 \_\_\_\_\_

### **Outside Space** (Various locations)

*Awnings/trailer tongues must not protrude beyond allotted space*

10' x 10' ..... \$275.00 \_\_\_\_\_

10' x 20' ..... \$485.00 \_\_\_\_\_

10' x 30' ..... \$695.00 \_\_\_\_\_

### **BOOTH PRICE INCLUDES:**

- **10 Day Pass tickets**
- **2 Season Parking passes**
- **Electricity and/or water (where available)**

Check if you need: Electricity \_\_\_\_\_ Water \_\_\_\_\_

### **APPLICATION DEADLINE**

Please submit **ASAP** since available space is filled in the order in which it is received. Once accepted and approved, please submit **full** payment for space (and insurance if applicable) no later than June 1st.

**NO REFUNDS!**

### **Check one (required):**

I will provide a General Liability Insurance certificate with a minimum amount of \$1 million **with Flathead County named as additional insured.**

I will purchase insurance through a program offered by the Fairgrounds.

### **COMMERCIAL BOOTH BUSINESS HOURS**

Wed-Sat  
11:00 am to 9:00 pm  
Sunday  
11:00 am to 8:00 pm

### **\*OFFICE USE ONLY\***

Date Application Received: \_\_\_\_\_ Space rent amount: \_\_\_\_\_ Fair insurance amount: \_\_\_\_\_ Total due: \_\_\_\_\_

Payment: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt # \_\_\_\_\_  Check # \_\_\_\_\_  Credit Card  Cash

Payment: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt # \_\_\_\_\_  Check # \_\_\_\_\_  Credit Card  Cash

Application & Products Approved: \_\_\_\_\_  Exhibitor notified \_\_\_\_\_ Space/Area Assigned : \_\_\_\_\_  
(initials) (date)

**(OVER)**

**In consideration of participation in the NW Montana Fair & Rodeo (NWMTF&R) as a commercial exhibitor, applicant hereby agrees to the following:**

1. Previous exhibitors invited to return have first right of refusal until March 1<sup>st</sup>. Available space thereafter will be allotted on a first come, first served basis with the fair management reserving the right to limit same or similar items.
2. Exhibitors are to conduct business only within their allotted space. The fair management retains final determination on what constitutes a designated space. **All items and solicitation must be confined to the area of the space.** Signs must not exceed 10 feet high from floor of booth or ground. Signs in aisles/walkways or posting of any advertisement on the grounds will not be permitted. **Overnight camping on the fairgrounds is NOT allowed.**
3. Exhibitors **shall not** be permitted to exhibit merchandise or advertising materials pertaining to products not listed in their approved application. Fair management reserves the right to require the removal of any objects which are deemed offensive or hazardous or might adversely affect the fair's image. No liquor or drug of any kind shall be kept or sold by the exhibitor or its participants.
4. Exhibitors must provide a General Liability Certificate of Insurance (\$1 million minimum) with Flathead County listed as Additional Insured **OR** purchase insurance through the fairgrounds.
5. NWMTF&R in no way warranties or guarantees the safety or security of any applicant's items or equipment. Applicant assumes any and all risk associated with use of its equipment or items in conjuncture with the performance of this document.
6. **Any subletting without written authorization from the fair management is strictly prohibited.**
7. All space contracts, unless otherwise specified, will expire at the close of the fair. All temporary buildings, frames, booths, etc. must be removed prior to 5 p.m. on the Monday following the fair. After that time, the fairgrounds may remove the remaining items at the expense of the exhibitor or retain the property as its own.
8. Additional electrical hook ups must be approved by the fairgrounds electrician. Any expenses incurred will be the responsibility of the exhibitor. Extension cords are the exhibitor's responsibility.
9. Outdoor exhibits must be designed to withstand high winds and any other weather conditions without creating a danger to the public.
10. The exhibitor agrees to purchase additional admission tickets for other staff required as everyone must produce a ticket or payment at the gate.
11. Exhibitors must have their booth ready by 11:00 a.m. Wednesday or will forfeit the right to their space with no refund. Booths must be staffed by an adult at all times during booth hours.
12. **Vehicle drop off of products, etc. may occur from 8 - 9 a.m. each day. All vehicles must be outside the gates before 9:30 a.m. Items must be hand carried or brought in with a handcart after that time. No vehicles will be permitted to traverse the grounds after 9:30 a.m.**
13. **Commercial exhibitors may begin dismantling after 8:00 p.m. on SUNDAY. However, NO VEHICLES will be allowed on the grounds until fair management deems it safe. Exhibitors who have not already vacated on Sunday will have until 5 p.m. Monday to remove everything from their booth spaces.**
14. Violating any of the above will result in loss of booth privileges for the following year.
15. Applicant will defend, indemnify, and hold NWMT Fair & Rodeo and its affiliates and their respective directors, officers, employees, successors and assigns harmless from and against any actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs, and expenses, including but not limited to attorneys' fees and costs which arise out of or relate to either party's performance of this document. Applicant also agrees if litigation arises out of the performance of any duty under this document, proper venue for the litigation shall be Flathead County, MT and the substantially prevailing party shall be entitled to reasonable attorney's fees and costs.

**PLEASE LIST ALL ITEMS** you wish to be considered for display or sale. \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_