

Home Builders Association of the Sioux Empire ("Association") and the undersigned exhibitor ("Exhibitor") agree as follows:

1. **Agreement to Lease Booth.** Association shall lease to Exhibitor during the 2022 Sioux Empire Home Show (the "Home Show") the booth described in the Exhibit Space Application.
2. **Member Rate.** Membership dues must be current to acquire the member rate on booth space. Membership will be verified through NAHB.
3. **Rent.** Exhibitor shall pay Association rent for the booth in the amount set forth in the Exhibit Space Application. Exhibitor shall pay Association a deposit equal to 25% of the rent on signing this Agreement. No refunds will be made of deposit monies. Exhibitor shall pay the remaining rent on or before December 10, 2021. If Exhibitor fails to pay the remaining rent by the due date, Association may terminate this Agreement without further notice, retain the deposit as liquidated damages and rent the booth to another exhibitor. If an exhibitor cancels space after December 10, 2021, no refunds of any monies paid will be made.
4. **Change of Booth Location or Size.** Association may change the Home Show floor plan or the location or size of the booth if, in its opinion, the change would be in the best interests of the Home Show. Association shall notify Exhibitor of any change in the location or size of the booth. If Exhibitor dislikes the change, Exhibitor may terminate this Agreement by giving Association notice of termination within 5 days after the date of delivery of the notice of the change. Upon receiving the termination notice, Association shall refund, without interest, rent.
5. **Cancellation or Delay of Home Show.** Association may cancel or delay the Home Show because of any weather condition, natural disaster, or other circumstance beyond its control that, in Association's opinion, makes holding the Home Show impractical. Association shall give Exhibitor notice of the cancellation or delay. If Association cancels the Home Show, this Agreement will terminate, and Association shall refund, without interest, the rent. If Association delays the Home Show for more than 30 days, Exhibitor may terminate this Agreement by giving Association notice of termination within 5 days after the date of delivery of the notice of delay. Upon receiving the termination notice, Association shall refund, without interest, the rent. Association is not liable for any loss of income or other damages caused by cancellation or delay of the Home Show.
6. **Use and Operation of Booth.**
 - A. While the Home Show is open to the general public, Exhibitor shall maintain a display of its products and services in the booth and have personnel available in the booth to communicate with the public.
 - B. Early tear down or packing up of display materials is not allowed and will result in a \$100 fine for the first offense and dismissal from the show for 12 months for a second offense.
 - C. All exhibits must be removed by 4:00PM on Monday, February 28, 2022. Failure to comply will result in a \$500 fine and dismissal from the show for 12 months for a second offense.
 - D. Exhibitor shall not, without Association's prior written consent, (a) sublet all or any part of the booth (b) allow any other person to occupy the booth, or (c) display or promote any other person's products or services in the booth.
 - E. Exhibitor shall not display or promote any product or service that is not customarily sold by Exhibitor in the ordinary course of its business.
 - F. No political parties, candidates, issues, referendums or other like groups shall be allowed to be promoted at the Home Show.
 - G. Exhibitor shall not display, demonstrate, sell or distribute any material, product or service, including without limitation, any personal care, hygiene or grooming product or service without a doctor's distribution, or engage in any other activity, that the Association determines, in its sole discretion, is not compatible with, or is a distraction from, the general character and quality of the show.
 - H. Exhibitor shall not display or demonstrate any product or service, distribute any marketing material, or otherwise engage in any promotional activity outside the perimeter of the booth.
 - I. Exhibitor shall not place or maintain in the booth any structure, object or material that extends beyond the perimeter of the booth.
 - J. Exhibitor shall not operate any musical instrument, sound system, equipment or machinery at a sound level that is clearly audible in any nearby booth.
 - K. Exhibitor shall not play any live or recorded music or video that violates copyright laws.
 - L. Exhibitor shall not maintain any display or engage in any activity on the premises that violates the Americans with Disabilities Act.
 - M. Exhibitor shall not maintain any display or engage in any activity on the premises that violates any law, ordinance, or regulation governing public health or safety.
 - N. Exhibitor shall not damage, destroy or deface any part of the facility.
7. **Indemnity.** Exhibitor shall fully indemnify, hold harmless and defend Association and its directors, officers, employees, agents and volunteers (collectively, "Indemnified Parties") from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any covenant or other obligation or duty of Exhibitor under this Agreement or under applicable law, or (b) any personal injury, including death,

and property damage, including fire, theft or vandalism, incurred in connection with Exhibitor's occupancy and use of the booth, in each case whether or not the relevant claim has merit, except to the extent that the claim results from the sole active negligence of the Indemnified Party.

8. Insurance Requirements.

- A. Exhibitor shall purchase and maintain during the Home Show insurance against claims for injury to persons and damage to property arising out of or in connection with Exhibitor's occupancy and use of the booth.
- B. The policy must provide commercial general liability (CGL) coverage on an "occurrence" basis, including property damage, bodily injury and personal and advertising injury with limits not less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit will be applied separately to this Agreement or the general aggregate limit will be twice the required occurrence limit. If Exhibitor maintains CGL coverage with limits that are higher than the minimum limits specified in this Agreement, the Indemnified Parties will be covered under the higher limits.
- C. The CGL policy must cover the Indemnified Parties as an additional insured with respect to liability arising out of Exhibitor's occupancy and use of the booth. The coverage may be provided in the form of an endorsement to the Exhibitor's insurance.
- D. The coverage must be primary to and cannot seek contribution from any other insurance available to the Indemnified Parties.
- E. The coverage shall not be canceled or materially changed except after giving Association 30 days' notice by certified mail return receipt requested.
- F. Exhibitor shall waive any right of subrogation that Exhibitor's insurer may acquire against Association because of the payment of any loss under the policy. Exhibitor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Exhibitor has received a waiver of subrogation endorsement from the insurer.
- G. The policy must be issued by an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise approved.
- H. Exhibitor shall provide Association with original certificates and amendatory endorsements for the coverage required by this Agreement. Exhibitor shall deliver the certificates and endorsements to Association at least 20 days before the Home Show.

9. Default and Remedies. Exhibitor will be in default under this Agreement if Exhibitor fails to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement. In the event of a default, Association may (a) terminate this Agreement by giving notice to Exhibitor; and (b) retain any rent paid by Exhibitor as liquidated damages or pursue any other available legal or equitable remedy. If this Agreement is terminated during the Home Show, Exhibitor shall immediately vacate the booth. If Exhibitor fails to vacate the booth, Association may close the booth and remove Exhibitor's property from premises.

10. Assignment. Exhibitor shall not assign its rights or obligations under this Agreement without Association's written consent.

11. Entire Agreement; Modification. This Agreement contains all the terms and conditions agreed on by the parties. Any previous agreements between the parties are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties.

12. Waiver. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

13. Severability. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force.

14. Choice of Law. This Agreement is governed by and must be interpreted under South Dakota law, without regard to its choice-of-law provisions.

15. Notices. Notices provided for by this Agreement must be in writing and delivered in person, by reputable express courier, or by registered or certified mail (postage prepaid) to a party's address stated below. Notice sent by U.S. mail is deemed delivered three days after deposit with the U.S. Postal Service. Notice sent by express carrier is deemed received on the day received for by the party or its agent. Either party may change its address as listed below by giving notice to the other party.

16. Incorporation of Attached Documents. The Exhibit Space Application and Exhibitor Handbook, which are attached to this Agreement, are fully incorporated into this Agreement.

17. Violation of Rules. Violation of rules as outlined in the Exhibit Space Application and Exhibitor Handbook may result in a fine and/or the loss of Home Show exhibit space for the next year.