

## 1. Binding Agreement

The terms and conditions set forth below, as well as the Rules (as defined herein) form a binding contract by and between the Iowa Pork Producers Association (the "Management") and the exhibitor named in the Application to which these terms and conditions are attached ("Exhibitor") and concern the 2020 Iowa Pork Congress (the "IPC Trade Show" or "Exposition"). The terms and conditions set forth below, as well as the Rules and the application to which these terms and conditions are attached ("Application") collectively form this "Agreement". This Agreement is binding on the Exhibitor from and after the time that Exhibitor clicks "Submit" below. If this Agreement is being completed and entered into by a third party on behalf of the Exhibitor, such third party acknowledges and agrees that: (A) he/she is authorized to enter into this Agreement on behalf of, and to bind, the Exhibitor; and (B) all provisions of this Agreement shall be enforceable against Exhibitor. Management reserves the right to reject or terminate this Agreement at any time and in its sole and absolute discretion, without right of cure.

## 2. Regulation Enforcement

At all times, Exhibitor shall comply with: (i) all applicable federal, state and local laws, regulations and ordinances; (ii) all of these terms and conditions; (iii) all rules, policies, procedures and directions of the Management, and (iv) all rules, policies, procedures and directions issued by the Iowa Events Center (the foregoing, collectively, the "Rules").

The Management shall have sole authority to interpret and enforce all Rules and the terms and conditions contained herein and to make any amendments hereto and thereto as shall be necessary for the orderly conduct of the Exposition. Exhibitor agrees that amendments and all subsequent correspondence issued by the Management shall not require Exhibitor's consent and shall be binding on Exhibitor upon written notice from the Management. Any and all matters or questions not specifically covered by this Agreement shall be subject solely to the decisions of the Management. The Exhibitor agrees to accept and abide by such decisions.

If Exhibitor violates any the Rules or otherwise breaches this Agreement, Exhibitor shall be subject to immediate ejection, without refund and without right of cure,

and forfeits any opportunity that Exhibitor otherwise may have had to exhibit in subsequent years.

### 3. Assignment of Exhibit Space

Subject to Exhibitor's compliance at all times with all of the terms of this Agreement and the Rules, Management grants to Exhibitor the right to occupy, in accordance with the terms of this Agreement and the Rules, certain exhibition space during the Exposition. Exhibitor in all events must vacate the space by 10:00 p.m., Thursday, January 23, 2020.

Notwithstanding anything herein to the contrary, Exhibitor is NOT guaranteed any particular space. With respect to any companies or entities which Exhibitor has indicated on the Application that Exhibitor desires to be located near to or away from, Management shall use commercially reasonable efforts to endeavor to reasonably accommodate Exhibitor's request to the extent feasible, but Exhibitor acknowledges that Management's failure to accommodate Exhibitor's request shall not constitute a breach of this Agreement by Management.

Assignment of exhibit space shall be made on the basis of date, Space Renewal Form or Application/Contract, when payment is received, previous participation and diversification of similar exhibits. It is agreed that if for any cause which arises beyond the normal control of the Management, it becomes necessary to move Exhibitor to a different location, Exhibitor will be notified, and Management shall use commercially reasonable efforts to consider Exhibitor's interests and/or input with respect to selecting re-located space, but the final assignment of re-located space shall be made solely by the Management. Space allocation will be made at the discretion of the Management. Exhibitor may not transfer or sublease their assigned exhibit space or any part thereof, and any purported transfer or sublease is void and of no legal effect and is a breach of this Agreement by Exhibitor. Notification to the Exhibitor of assigned exhibit space will be made on or before November 29, 2019.

### 4. Exhibit Space Specifications

Exhibit space is approximately 10' x 10' per exhibit. All exhibit spaces will have an 8' high back drape, 3' high side drapes and a 7" x 44" company identification sign.

Exhibits extending more than 5 feet from the back of the booth may not exceed a height of 54 inches with the exception of end caps which are at the discretion of the Management. The Management reserves the right to oversee necessary changes

and/or adjustments and require Exhibitor to comply. Exhibitor MUST confine all of Exhibitor's equipment and display within Exhibitor's allotted space dimension. Management may require Exhibitor to move excess equipment/display to a space provided by Management.

## 5. Payment Schedule

Exhibit Space applications are due by November 8, 2019. A confirmation will be sent to Exhibitor upon receipt of an Application. Final payment from Exhibitor is due on or before **December 3, 2019**. Unpaid booths at this date will be "open for sale", notwithstanding the fact that Exhibitor may have completed an Application. Assignment of space will not be made until full payment is received.

The Management must receive FINAL PAYMENT of the full balance due on or before **December 3, 2019**. Payments must be drawn on a U.S. bank, payable to "Iowa Pork Congress". Credit Card or paid by wire transfer.

Wire transfers: If you wish to pay by wire transfer please contact the Management at 515-225-7675. Please note: A wire transfer processing fee of \$75.00 does apply.

## 6. Cancellation & Refund Policy

The Management reserves the right to cancel exhibit space if full payment is not received by **December 6, 2019**. Cancellation of exhibit space by Exhibitor MUST BE IN WRITING and MUST BE RECEIVED ON OR BEFORE 5:00 PM, Des Moines, Iowa time on **December 6, 2019**, for refund of payment. No refund will be made for exhibit space cancelled after 5:00 PM, Des Moines, Iowa time on **December 6, 2019**. Exhibitor is responsible for full payment of exhibit space if cancellation notice is not received on or before 5:00 PM, Des Moines, Iowa time on **December 6, 2019**, even if Exhibitor does not occupy the exhibit space.

## 7. Rejected Displays

The Exhibitor agrees its exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules and regulations herein set forth. The Management reserves the right to reject, eject or prohibit any exhibit in whole, or in part, or Exhibitor and/or any representative or invitee of Exhibitor, with or without cause. If cause is not given, Management's sole liability shall be to return a portion of the rental fee to Exhibitor, and the Management's liability shall not exceed the return to the Exhibitor of a pro rata portion of the amount of Exhibitor's prepaid rental fees based on the number of days left in the Exposition. If an exhibit

or Exhibitor is ejected for violation of these Rules and regulations, for breach of this Agreement, or for any other stated reason, NO RETURN of payment shall be made.

#### 8. Failure to Occupy Space

Any space not occupied by 5:00 P.M., Tuesday, **January 22, 2020**, will be forfeited by the Exhibitor and the space may be resold, reassigned, or used by Management without refund, unless arrangements for delayed occupancy have been made with the Management. Exhibitor is responsible for full payment of the unoccupied exhibit space.

#### 9. Service Contractors

The official service contractor for the 2020 Iowa Pork Congress will be Freeman Company. Service manual will be available online [www.freemanco.com](http://www.freemanco.com)

Any food or beverage to be given away at the IPC Trade Show must be approved in advance in writing by Iowa Events Center catering department by calling 515.564.8011.

#### 10. Exhibitor Representatives / Contact

Exhibitor must name one individual as the duly authorized representative to have charge of installation, operation and dismantling of exhibit. Said representative thereby accepts and assumes responsibility for the exhibit and shall be authorized to enter into service contracts as may be necessary and for which the Exhibitor is responsible. Exhibitor representative/contact shall receive all official correspondence from the Management and be responsible for communicating all information to appropriate individuals, including outside advertising subcontractors. Exhibitor is responsible to ensure that all of Exhibitor's employees, agents, invitees and other representatives comply with all of Exhibitor's obligations under this Agreement, and any non-compliance with such obligations by any of the foregoing shall be considered a breach of this Agreement by Exhibitor.

#### 11. Registration / Admission

Exhibitor shall be given four (4) complimentary name badges for each occupied space (per 10'x10' space). Name badges are valid for entry into the show both days. Each person seeking to use a complementary name badge (or his/her representative) must complete the online registration at the Iowa Pork Congress website [www.iowaporkcongress.org](http://www.iowaporkcongress.org).

## 12. Exhibitor Housing

Exhibitor must make reservations with designated hotels or other housing arrangements on their own. The Management does not have a housing bureau or service. A complete listing of hotels which have Iowa Pork Congress block is located at [www.iowaporkcongress.org](http://www.iowaporkcongress.org).

## 13. Sales

All Exhibitors selling products or merchandise must have one of the following VISIBLE: (1) Iowa Retail Sales Tax Permit or (2) Iowa Retailers Use Tax Permit. Application forms for a temporary Tax Permit are available through the Iowa Department of Revenue.

## 14. Special Visual / Sound Effects

Audio-visual equipment and other sound and attention-getting devices and effects will be permitted only in those areas contracted for and in such intensity as, in the opinion of the Management, they do not interfere with the activity of neighboring exhibitors. Exhibitor and its personnel shall discontinue use of any such devices as may be instructed by Management from time to time.

## 15. Exhibitor/Height Guidelines

- A. Exhibitor shall confine their activities to the space they contracted (as issued by Management) for and not extend into the aisles.
- B. Exhibitor shall not be allowed to hang banners or other items from the ceiling in the Iowa Events Center
- C. Distribution of samples, literature or souvenirs is permitted only from the exhibit space contracted for unless other arrangements have been made with the Management. Adhesive-backed promotional material and stickers will not be permitted for distribution.
- D. Raffles and lotteries of any kind by Exhibitor are prohibited. Free drawings for prizes are allowed.
- E. Exhibitors who employ costumed personnel or mannequins must be sure their manner, appearance and dress is such as not to offend the most critical attendee. All such personnel must confine their activities to the exhibit space contracted for unless other arrangements have been made with the Management.

F. The use and storage of liquefied petroleum (LP) gas portable containers is prohibited. Helium-filled balloons are not permitted inside building.

G. Exhibits extending more than 5 feet from the back of the booth may not exceed a height of 54 inches with the exception of end caps which are at the discretion of the Management. The Management reserves the right to oversee necessary changes and/or adjustments and request Exhibitor to comply. Exhibitor MUST confine equipment/display within their allotted space dimension. Management may require Exhibitor to move excess equipment/display to a space provided by Management.

## 16. Fire Laws

Flammable materials must be flame proofed before being taken into the exhibit buildings to the extent that such materials will meet the standards as set forth by the office of the Iowa State Fire Marshall and will pass all inspections. Exhibitor agrees to conform to all local and state fire and safety codes as they affect their exhibit. Exhibitor shall indemnify and hold harmless the Management, its subcontractors and the Iowa Events Center from and against any damages or losses whatsoever related in any manner to flammable material introduced by Exhibitor.

## 17. Defacing of Building

Exhibitor may not apply paint, lacquer, adhesive or any other coating to building walls or floors or to standard booth equipment. Exhibitor is liable for, and shall indemnify and hold the Management, its subcontractors and the Iowa Events Center harmless with respect to any damage caused by fastening displays or fixtures to the building floors or walls or to the standard booth equipment, or for damages caused in any other manner. Exhibitor may be charged a repair fee in the event that Exhibitor has caused any damage to any building or area connected to the Exposition, and Exhibitor agrees to promptly remit and pay such fee in the event that it is assessed.

## 18. Insurance

Exhibitor agrees to, during the IPC Trade Show and at all times for a period of at least two (2) years thereafter, maintain, with insurance companies rated A- or better by A.M. Best, commercial general liability insurance certificate must document coverage of either a split limit in the amount of \$1,000,000 for injury to each person and \$2,000,000 for each occurrence and \$250,000 property damage

to protect against claims arising out of the operation of its exhibit. Moreover, Exhibitor shall provide Iowa Pork Producers Association with a CERTIFICATE OF INSURANCE naming Iowa Pork Producers Association as the certificate holder and as an additional insured with respect to the insurance described in the foregoing sentence. Name of exhibiting company as shown on the Application to which these terms and conditions are attached MUST appear on the certificate and should be mailed to: Iowa Pork Producers Association, 1636 NW 114<sup>th</sup> St., Clive, IA 50325, Attn: Iowa Pork Congress.

EXHIBITOR IS SOLELY RESPONSIBLE for providing Exhibitor's own theft and fire insurance coverage. Small or easily portable articles of value should be properly secured or removed after exhibit hours and placed in safekeeping by Exhibitor. The Iowa Pork Congress insurance policies do not include fire and theft coverage for individual exhibit space and their contents, and, as further set forth in Section 19 and Section 21 below, the Management shall have no liability whatsoever in connection therewith.

#### 19. Assumption of Risk, Limitation of Liability & Indemnification

Exhibitor acknowledges and agrees that, participation in the Exposition involves inherent risks, including but not limited to the risk of property damage, illness, contracting or spreading disease, personal injury, and/or death, which may result from, among other things: (i) Exhibitor's own exhibit and materials; (ii) the acts and omissions of Exhibitor's own personnel or invitees; (iii) exposure to, or transmission or spreading of, communicable diseases (for humans or animals); and/or (iv) the acts, omissions or negligence of any third-party, including but not limited to, the Management, management, its officers, directors, employees, agents, affiliates state organizations, donors, investors, subcontractors, the Iowa Events Center, and all of their respective heirs, executors, successors and assigns (collectively, the "management parties"), or any of them.

The Exhibitor assumes the risk of, and accepts full responsibility for, any and all property damage, illness, personal injury or death sustained by: (1) any third-party or the property of any third-party by reason of any act or omission of, or material or item furnished by or on behalf of, or contact or other interaction with Exhibitor and/or Exhibitor's employees, agents, contractors, suppliers or invitees (expressly including, but not limited to, product samples distributed by Exhibitor); or (2) Exhibitor, Exhibitor's property or Exhibitor's employees, agents, contractors or

invitees or any of their respective property by reason of the Exhibitor's attendance at, or its participation in, the Exposition and all related activities; or (3) any third-party or the property of any third-party by reason of the Exhibitor's attendance at, or its participation in, the Exposition and all related activities; accruing from any cause whatsoever, including but not limited to the negligence of the management parties, or any of them. To the greatest extent permitted by Iowa law, Exhibitor, on behalf of itself and its employer, if any, all of its employees, agents, contractors, invitees and all third-parties, hereby waives and releases any claim or other right of recovery it may in the future have against the management parties, or any of them, with respect to the matters described above.

In furtherance of the above paragraphs, Exhibitor agrees unconditionally to defend, indemnify and hold the Management Parties, or any of them, harmless from and against all claims, lawsuits, allegations, demands and other actual or threatened actions which ensue from any cause whatsoever (including but not limited to acts of God) arising out of or in any way related to: (a) the Exhibitor's occupation of the exhibit space, or its attendance at, or participation in, the Exposition and related activities; (b) any act or omission of, or material or item furnished by or on behalf of, Exhibitor and/or Exhibitor's employees, agents, contractors, suppliers or invitees; or (c) any property damage, personal injury and/or death sustained by Exhibitor, Exhibitor's employees, agents, contractors or invitees or by any third-party, accruing from any cause whatsoever, including but not limited to the negligence of the Management Parties, or any of them, related to the Exposition, or attendance at, or participation in, the Exposition or related activities. The Exhibitor agrees to pay all damages, fines, liabilities, penalties, losses and expenses, including reasonable attorneys' fees and court costs, which may be awarded against or incurred by the Management Parties, or any of them, with respect to the matters subject to indemnification under this Agreement.

The Exhibitor expressly understands and agrees that the foregoing assumption and indemnity clauses relate and apply to matters arising not only during the hours the Exposition is open to all attendees, but also at all hours of each day for the period extending from the commencement of installation, until the final removal of all the Exhibitor's property and personnel from the exhibition areas, and, in addition, the foregoing assumption of the risk and indemnity clauses expressly include any latent



or contingent damage, injuries or liability arising or discovered at a later date as the result of, or related to, the Exhibitor's attendance at, or participation in, the I or related activities.

Exhibitor further acknowledges that the management has made no warranties to Exhibitor of any type whatsoever and that the management hereby disclaims all warranties, whether express, implied or statutory.

In no event shall the management parties, or any of them, be liable under this agreement for any damages other than direct damages. In addition, the maximum aggregate liability of the management parties, or any of them, for any claim in any way arising from or related to the Exposition, Exhibitor's attendance at, or participation in, the Exposition or related activities, or this Agreement, whether in contract, tort or otherwise (including any negligent act or omission) shall be limited to the amounts actually paid by Exhibitor in connection with its registration under this Agreement

## 20. Delays or Cancellation

Management shall not be responsible for any delay or failure in performance of its obligations hereunder involving the Exposition or otherwise, to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, acts of God, acts of terrorism, acts of war, conditions arising in connection with epidemics, including but not limited to outbreaks of Foreign Animal Diseases (including risks and the possible consequences of infection), the availability of the venue or other similar causes beyond its reasonable control and without the fault or negligence of Management or any related party. For one or more of such reasons, Management may postpone, reschedule or cancel the IPC Trade Show without liability on the part of Management. If the IPC Trade Show is postponed or cancelled pursuant to this section, Management shall not be liable to Exhibitor for all costs, and other losses incurred, such as transportation costs, accommodations costs, booth costs, or other financial losses or damages, regardless of form, including special, incidental, indirect and consequential damages. In the event that Management cancels the IPC Trade Show, it shall

determine, in its sole discretion, what portion, if any, it shall refund of the amounts paid by Exhibitor under this Agreement.

## 21. Security

Each Exhibitor must make provisions for the safeguarding of Exhibitor's goods, materials, equipment and display at all times and wherever the same may be located within, on or about the Exposition premises. Security guards will be employed by the Management for the duration of IPC Trade Show, but neither the Management, its subcontractors nor the Iowa Events Center will be responsible for property damage, or loss by or for any cause, and the Exhibitor, on behalf of itself and its employees, agents, contractors and invitees, hereby waives any right to claim liability against the Management for the same.

## 22. Governing Law and Venue

This Agreement shall be governed by the internal laws of the State of Iowa. Any dispute arising out of or related to this Agreement and/or the Rules shall be brought only before the state or federal courts located in Polk County, Iowa, and each of the parties hereto consents to the sole and exclusive jurisdiction of such courts and covenants not to object to venue in such courts or to bring an action in any other courts.

## 23. Miscellaneous

The relationship of the parties under this Agreement is and shall at all times be that of independent contractors. Nothing herein creates any agency, partnership or joint venture, and nothing herein gives Exhibitor the right or authority to bind the Management to any commitment to any third party. No failure or delay of the Management to exercise any right or remedy hereunder shall be deemed a waiver of such right or remedy unless an express waiver in writing, and any waiver given by the Management in any instance shall not be considered a waiver for any other instance or purpose. The waiver and indemnification provisions under Sections 19 and 21 hereof are intended by the parties to be enforceable and as broad as possible under Iowa law, and, in the event that any court of competent jurisdiction finds such provisions to be overbroad or unenforceable, such court is permitted to modify such provisions to the extent necessary to make them enforceable under Iowa law and then enforce such provisions as modified. This Agreement contains the entire understanding and agreement of the parties, supersedes all prior understandings and agreements and cannot be modified orally except as provided in section 2. Each provision, section, sentence, clause, phrase and word of this

Agreement is intended to be severable. If any provision, section, sentence, clause, phrase or word hereof is illegal, or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.