

World Pork Expo® 2021 Exhibitor Rules, Regulations, Insurance Requirements

1. Binding Contract

The terms and conditions set forth below and the application to which these terms and conditions are attached (“**Application**”) form a binding contract (the “**Agreement**”) between the National Pork Producers Council (the “**Management**”) and the exhibitor named in the Application (“**Exhibitor**”) and concern the Exhibitor’s participation in the 2021 World Pork Expo (the “**Exposition**”). In addition, the Rules, as defined below, are part of the Agreement. This Agreement is binding on the Exhibitor from and after the time that Exhibitor clicks “Submit” below. If this Agreement is being completed 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.

2. Purpose of Exposition

The Exposition is for educational and informational purposes to promote pork on an International scope.

3. Regulation Enforcement

At all times, Exhibitor shall comply with this Agreement. In addition, Exhibitor shall comply with: (i) all applicable federal, state and local laws, regulations and ordinances; (ii) all rules, policies, procedures and directions of the Management, and (iii) all rules, policies, procedures and directions issued by the Iowa State Fair Authority (items (i), (ii) and (iii)), collectively, the “**Rules**”). Exhibitor’s violation of the Rules shall be deemed a violation of this Agreement.

The Management shall have sole authority to interpret and enforce all Rules 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 or the Rules shall be subject solely to the interpretations and decisions of the Management, in its sole discretion. The Exhibitor agrees to accept and abide by such interpretations and 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 will forfeit any opportunity that Exhibitor otherwise may have had to exhibit in subsequent years.

4. Assignment of Exhibit Space

Subject to Exhibitor’s compliance at all times with all of the terms of this Agreement, as well as 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 12:00 p.m., Sunday, June 13, 2021.

Notwithstanding anything herein to the contrary, Exhibitor is NOT guaranteed any particular space at the Exposition. 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 accommodate Exhibitor's request to the extent feasible; Exhibitor acknowledges, however, that Management's failure to accommodate Exhibitor's request shall not constitute a breach of this Agreement.

Management, in its discretion, shall assign of exhibit space on the basis of, among other things, Application date, Space Renewal Form or Application/Contract, when payment is received, previous participation and diversification of similar exhibits. Exhibitor agrees that, in the sole discretion of Management, if it becomes necessary to move Exhibitor to a different location than originally assigned, 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; Exhibitor acknowledges, however, that final assignment of re-located space shall be made by the Management, in its sole discretion. Exhibitor may not transfer or sublease its assigned exhibit space or any part thereof, and any attempted transfer or sublease is void and a breach of this Agreement by Exhibitor. **Notification to the Exhibitor of assigned exhibit space will be made on or before April 29, 2021.**

5. Exhibit Space Specifications

Indoor exhibit space is approximately 10' x 10' per exhibit. All indoor exhibit spaces will have an 8' high back drape, 8' high side drapes and a 7" x 44" company identification sign. Outdoor exhibit space is approximately 20' x 20' per exhibit. The exhibit space height in the Varied Industries Building is a maximum of 8' around the perimeter and 20' in the center of the building. 4-H Building standard booths are 10' x 10'.

The Management reserves the right to implement necessary changes and/or adjustments to such requirements 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.

6. Payment Schedule

Applications are due by April 2, 2021. A confirmation will be sent to Exhibitor upon receipt of an Application. Final payment from Exhibitor is due on or before April 30, 2021. Unpaid booths as of such date will be "open for sale", notwithstanding the fact that Exhibitor may have completed an Application. No space will be assigned until full payment is received.

The Management must receive FINAL PAYMENT of the full balance due on or before April 30, 2021. Payments must be drawn on a U.S. bank, payable to "**World Pork Expo**" by check, credit card (3% fee), ACH (.4% fee) or by wire transfer(\$75 fee). If you wish to pay by wire transfer (\$75 fee), please contact the Management at 515-278-8012. Payment fees apply.

7. Cancellation & Refund Policy

The Management reserves the right to cancel exhibit space if full payment is not received by April 30, 2021.

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 April 9, 2021, for refund of payment. No refund will be made for exhibit space cancelled after 5:00 PM, Des Moines, Iowa time on April 9, 2021. 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 April 9, 2021, even if Exhibitor does not occupy the exhibit space.

8. Eligible Displays

The Management, in its sole discretion, reserves the right to determine the eligibility of any company or product for inclusion in the Exposition. **No live animals will be permitted at the Exposition.** Additional biosecurity and/or health screening measures may be added prior to the **Exposition**. The Exhibitor will be notified of these or any changes prior to the **Exposition**.

9. Rejected Displays

The Exhibitor agrees its exhibit shall be admitted to the Exposition and shall remain from day to day solely on strict compliance with this Agreement. 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 breach of this Agreement, or for any other stated reason, **NO RETURN** of payment shall be made.

10. Failure to Occupy Space

Any space not occupied by 5:00 P.M., Tuesday, June 8, 2021, 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. Absent timely delivery to Management of a notice of cancellation (see Section 7 above), Exhibitor is responsible for full payment for its unoccupied exhibit space.

11. Service Contractor

The official service contractor for the **2021 World Pork Expo** will be **Freeman Company**.

12. Exhibitor Representatives / Contact

Exhibitor must identify one individual as its authorized representative to be responsible for the installation, operation and dismantling of the exhibit. Exhibitor agrees that such representative shall be responsible for its exhibit and authorized to enter into service contracts as may be necessary and for which the Exhibitor is responsible. Exhibitor's representative 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 its employees, agents, invitees and other representatives comply with all of Exhibitor's obligations under this Agreement. Any non-compliance with such obligations by any of the foregoing persons associated with Exhibitor shall be a breach of this Agreement by Exhibitor.

13. Registration / Admission

Exhibitor shall receive four (4) complimentary name badges for each occupied space. Name badges are valid for entry into the Exposition on all three (3) days. Each person seeking to use a complementary name badge (or his/her representative) must complete the online registration at the Exposition website.

14. Exhibitor Housing

Exhibitor must make its own reservations with designated hotels or other housing arrangements. The Management does not have a housing bureau or service, and Exhibitor's personnel will be required to leave the Exposition site at the close of each day. A complete listing of hotels which have rooms reserved for the World Pork Expo or special pricing can be found at www.worldpork.org.

15. 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. Such document should be available at the Exposition for review upon request.

16. 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, Management, in its sole discretion, deems not to interfere with the activity of other exhibitors and guests. Exhibitor and its personnel shall discontinue use of any such devices as may be instructed by Management from time to time.

17. Exhibitor/Height Guidelines

A. Exhibitor shall confine its activities to the space for which it has contracted (as issued by Management). No activities shall extend into the aisles. See Section 5 above.

B. Exhibitor shall not be allowed to hang banners or other items from the ceiling in the Varied Industries Building.

C. Exhibitors may distribute samples, literature or souvenirs only from its contracted exhibit space unless other written arrangements have been made with the Management. Exhibitors shall not distribute or sell adhesive-backed promotional material or stickers.

D. Exhibitors shall not hold raffles and lotteries of any kind; free drawings for prizes are permitted.

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. Exhibitor shall confine the activities of such personnel to its contracted exhibit space, unless other written arrangements have been made with the Management.

F. The use and storage of liquefied petroleum (LP) gas portable containers is prohibited. Similarly, no helium-filled balloons are permitted inside any building.

G. 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.

H. If a power washer is used after 5:00 P.M. on Monday, June 7, 2021, it will be the responsibility of the Exhibitor to also guarantee cleanup of any adversely affected equipment/displays on adjoining exhibit spaces.

I. Exhibitor shall remove all wood chips, straw, bedding, decorative lawn edging or other materials from the exhibit grounds. If not properly removed, Exhibitor will be assessed a clean-up fee by the Management or the Iowa State Fair Authority, or both, for removal of said materials following the close of the Exposition. Exhibitor agrees promptly to pay and remit any such fee.

18. Fire Laws

Exhibitor must flame proof all flammable materials before taking them into the exhibit buildings such that all flammable 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 State Fair Authority from and against any damages or losses whatsoever related in any manner to flammable material introduced by Exhibitor.

19. 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 State Fair Authority harmless against any damage caused by fastening displays or fixtures to the building floors or walls or to the standard booth equipment, or for all other damages caused in any manner. Exhibitor may be charged a repair fee in the event that Exhibitor damages any building or area connected to the Exposition, and Exhibitor agrees to promptly pay and remit such fee.

20. Insurance

Exhibitor agrees to, during the Exposition and for at least two (2) years thereafter, maintain, with insurance companies rated A- or better by A.M. Best, commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Moreover, Exhibitor shall provide National Pork Producers Council with a **CERTIFICATE OF INSURANCE** naming National Pork Producers Council 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: National Pork Producers Council, 10676 Justin Drive, Urbandale, IA 50322, Attn: World Pork Expo.

EXHIBITOR IS SOLELY RESPONSIBLE for providing Exhibitor's own theft and

fire insurance coverage. Exhibitor must secure or remove small or easily portable articles of value each day after Exhibit hours. The World Pork Expo insurance policies do not include fire or theft coverage for Exhibitor's exhibit space and its contents. As further set forth in Section 21 and Section 23 below, the Management shall have no liability whatsoever in connection with any such losses incurred by Exhibitor.

21. Assumption of the Risk, Limitation of Liability and 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, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATED STATE ORGANIZATIONS, DONORS, INVESTORS, SUBCONTRACTORS, THE IOWA STATE FAIR AUTHORITY, ITS EMPLOYEES AND AGENTS, 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, that 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 during all hours of each day for the period extending from the commencement of installation of the Exhibit, 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 Exposition 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.

22. 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 or travel or other restrictions arising or imposed in connection with pandemics or epidemics, including but not limited to outbreaks of Foreign Animal Diseases or diseases in humans (including risks and the possible consequences of infection from either type of disease), 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 Exposition without liability on the part of Management. If the Exposition 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 Exposition, it shall determine, in its sole discretion, what portion, if any, it shall refund of the amounts paid by Exhibitor under this Agreement.

23. 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 Exposition, but neither the Management, its subcontractors nor the Iowa State Fair Authority 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.

24. 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.

25. 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 21 and 23 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.

By accessing and using this NPPC website, you are indicating your acknowledgement and acceptance of NPPC's [Website Terms of Use](#) and [Website Privacy Policy](#)