

# World Pork Expo® 2024 Exhibitor Application and Agreement

## 1. Binding Contract

The terms and conditions set forth below and the application to which these terms and conditions are attached (the "**Application**") form a binding contract (this "**Agreement**") between the National Pork Producers Council (the "**Management**") and the exhibitor named in the Application (the "**Exhibitor**"). This Agreement concerns the Exhibitor's participation in the 2024 World Pork Expo which will be held on June 5 and June 6, 2024 (the "**Exposition**"). In addition, the Rules, as defined below, are part of this Agreement. This Agreement is binding on the Exhibitor from and after the time that the 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 are and shall be enforceable against the Exhibitor.

## 2. Purpose of Exposition

The Exposition is for educational and informational purposes and the promotion of the pork industry in the United States and internationally.

## 3. Regulation Enforcement

The Exhibitor shall comply with this Agreement at all times. In addition, the Exhibitor shall comply with: (A) all applicable federal, state, and local laws, regulations and ordinances; and (B) all rules, policies, procedures and directions of both the Management and the Iowa State Fair Authority (collectively, the "**Rules**"). The 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. The Exhibitor agrees that amendments and all subsequent correspondence issued by the Management shall be binding on it upon delivery of written notice thereof and shall not require the Exhibitor's consent. 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 the Exhibitor violates the Rules or otherwise breaches this Agreement, it shall be subject to immediate ejection, without refund and without right to cure. In addition, the Exhibitor will not be permitted to exhibit in the future.

## 4. Assignment of Exhibit Space

Subject to the Exhibitor's compliance at all times with all of the terms of this Agreement, as well as the Rules, including timely delivery of all required payments, the Management grants to the Exhibitor a non-exclusive, temporary, limited, revocable license (the "**License**"), in accordance with the terms of this Agreement and the Rules, to use certain exhibit space during the Exposition (the "**Contracted Space**") in accordance with this Agreement. **The Management will notify the Exhibitor of the Contracted Space promptly after it receives all payments**

**due hereunder as provided in Section 6 below.**

The Management, in its discretion, shall assign the Contracted Space on the basis of, among other things, the date of Application, the Space Renewal Form, the date payment is received, previous participation and diversification of similar exhibits/exhibitors. The Exhibitor agrees that if the Management, at any time and in its sole discretion, deems it necessary to move the Exhibitor to a different exhibit space than the Contracted Space, the Management may do so upon notice to the Exhibitor, and shall use commercially reasonable efforts to consider the Exhibitor's interests and/or input with respect to the selection of alternative exhibit space; the Exhibitor acknowledges, however, that final assignment of alternative exhibit space shall be made by the Management, in its sole discretion. Once the move is completed, the alternative exhibit space shall be deemed the Contracted Space under this Agreement.

Notwithstanding anything to the contrary in this Agreement, the Exhibitor is NOT guaranteed any specific exhibit space at the Exposition. With respect to any companies or entities which the Exhibitor has indicated on its Application that the Exhibitor desires to be located near to, or away from, the Management shall use commercially reasonable efforts to accommodate such requests; the Exhibitor acknowledges, however, that the Management's failure to accommodate any such request shall not constitute a breach of this Agreement.

The Exhibitor may not transfer or sublicense the Contracted Space or any part thereof, and any attempted transfer or sublicense is void and shall constitute breach of the License and of this Agreement.

#### **5. Exhibit Space Specifications**

Indoor exhibit spaces are approximately 10' x 10' per exhibit. All indoor exhibit spaces will have an 8' high back drape, 3' high side drapes and a 7" x 44" company identification sign. Outdoor exhibit spaces are approximately 20' x 20' per exhibit. The exhibit space height in the Varied Industries Building is a maximum of 8' around the perimeter and 18' in the center of the building. Standard booths in the 4-H Building are 10' x 10'. The Management reserves the right, in its sole discretion, to change and/or adjust the foregoing space dimensions, and the Exhibitor agrees to comply with such changes or adjustments. The Exhibitor MUST confine all its equipment and display within the allotted space dimension of the Contracted Space.

#### **6. Submission of Applications; Payments**

Applications must be received by March 22, 2024. Upon receipt, the Management will send a confirmation email to the Exhibitor, detailing among other things, the total balance due. The total balance must be received on or before April 23, 2024. Checks must be drawn on a U.S. bank and made payable to "**World Pork Expo.**" Payments may also be made ACH, credit card (subject to 3% processing fee) or wire transfer (subject to a \$150 processing fee). If the Exhibitor wishes to make a wire transfer, please first contact the Management at 515-278-8012.

Upon receipt of PAYMENT IN FULL, the Management will identify and release the Contracted Space to the Exhibitor.

If payment is not timely received, the Management will deem the Application to have been withdrawn and treat such withdrawn Application in accordance with Section 7 below. Beginning April 24, 2024, any Exhibitor wishing to reinstitute its Application must contact the Management at 515-278-8012.

#### **7. Cancellations and Refunds**

Any cancellation by the Exhibitor **MUST BE IN WRITING** and **MUST BE RECEIVED BY THE MANAGEMENT ON OR BEFORE 5:00 p.m.**, local time in Des Moines, Iowa, on **April 9, 2024**, for a full refund. Upon delivery of the refund, if any, the License and the Agreement shall be terminated.

In addition, if: (A) a written notice of cancellation is received after 5:00 p.m., local time in Des Moines, Iowa, on April 9, 2024; or (B) payment in full is not received by April 23, 2024, then the Management will deem the Application to have been withdrawn. In such event, the License shall terminate, and all amounts due under the Agreement shall immediately be due and payable. Upon receipt of all payments due hereunder, the Agreement shall also terminate.

#### **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 any changes to this Section 8 prior to the **Exposition**.

#### **9. Rejected Displays**

The Exhibitor agrees that its exhibit shall be admitted to the Exposition, and shall remain from day to day, so long as the Exhibitor strictly complies with this Agreement. The Management reserves the right to reject, remove or prohibit any exhibit in whole, or in part, or the Exhibitor and/or any of the Exhibitor's employees, agents, invitees, or other representatives, with or without cause. If cause for such rejection is not given, the Management's sole liability to the Exhibitor shall be to refund a pro rata portion of the amount of the Exhibitor's prepaid rental fees, based on the number of days left in the Exposition; in such event, the Management's liability to the Exhibitor, under no circumstances, shall exceed the amount so refunded. If an exhibit or the Exhibitor is ejected for breach of this Agreement, or for any other stated reason, NO REFUNDS shall be made.

#### **10. Move In; Move Out; Failure to Occupy Space**

The Exhibitor shall move in and move out of the Contracted Space in accordance with the Rules and this Agreement.

The Exhibitor may move in to the Contracted Space beginning Monday, June 3rd at 8:00 a.m.

The Exhibitor must move out of the Contracted Space beginning on Friday, June 7 at 8:00 a.m. and must complete such move out by Sunday, June 9 by 12:00 p.m., after which time the License will automatically terminate and Exhibitor will not have any access to the Contracted Space. The Management, in its sole discretion, may assess a penalty against any Exhibitor that begins its move out prior to Friday, June 7 at 8:00 a.m. or which has not completed its move out by Sunday, June 9 by

12:00 p.m. Such penalties may include, but are not limited to, loss of space for future events or monetary fines or both.

Any Contracted Space not occupied by 5:00 p.m., Tuesday, June 4, 2024, will be deemed forfeited by the Exhibitor and the Management may resell, reassign, or use the space without refund (unless a separate written arrangement for delayed occupancy has been made in advance with the Management). Absent timely delivery to the Management of a notice of cancellation (see Section 7 above), the Exhibitor is responsible for full payment for its unoccupied Contracted Space. The failure timely to occupy the Contracted Space shall automatically terminate the License and constitute a breach of this Agreement.

#### **11. Service Contractor**

The official service contractor for the Exposition will be Freeman Company.

#### **12. The Exhibitor's Representatives / Contact**

The Exhibitor must identify one individual as its authorized representative to be responsible for the installation, operation and dismantling of the exhibit in the Contracted Space. The Exhibitor agrees that such representative shall be responsible for its exhibit and shall be authorized to enter into service contracts as may be necessary and for which the Exhibitor shall have full responsibility. The Exhibitor's representative shall receive all official correspondence from the Management and shall be responsible for communicating all information to appropriate individuals, including outside advertising subcontractors. The Exhibitor is responsible to ensure that all of its employees, agents, invitees and other representatives comply with all of the Exhibitor's obligations under this Agreement. Any non-compliance with such obligations by any of the foregoing persons associated with the Exhibitor shall be deemed a breach of this Agreement by the Exhibitor.

#### **13. Registration / Admission**

The Exhibitor shall receive four (4) complimentary admission passes/name badges for each occupied Contracted Space. Admission passes/name badges are valid for entry into the Exposition on both days of the Exposition. Each person seeking to use a complimentary admission pass/name badge (or his/her representative) must complete the online registration at the Exposition website.

#### **14. Exhibitor Housing**

The Exhibitor must make its own housing arrangements, whether with designated hotels or otherwise. The Management does not have a housing bureau or service, and the 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](http://www.worldpork.org).

#### **15. Sales**

All Exhibitors selling products or merchandise must have one of the following **VISIBLE**: (A) Iowa Retail Sales Tax Permit; or (B) Iowa Retailer's Use Tax Permit. Application forms for a temporary Tax Permit are available through the Iowa Department of Revenue. Such documents 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, the Management, in its sole discretion, deems not to interfere with the activity of other exhibitors and guests. The Exhibitor and its personnel shall adhere to all instructions of the Management with respect to the use of such devices.

## **17. Supplemental Exhibitor Requirements**

**A.** The Exhibitor shall confine its activities to the Contracted Space, as issued by the Management. No activities shall extend into the aisles. See Section 5 above.

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

**C.** The Exhibitor may distribute samples, literature, or souvenirs only from the Contracted Space unless other written arrangements have been made with the Management. The Exhibitor shall not distribute or sell adhesive-backed promotional material or stickers.

**D.** The Exhibitor shall not hold raffles and lotteries of any kind; however, free drawings for prizes are permitted.

**E.** If the Exhibitor employs costumed personnel or mannequins, it is responsible to be sure their manner, appearance and dress is such as not to offend the most critical attendee. The Exhibitor shall confine the activities of such personnel to its Contracted 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 require the Exhibitor to change or adjust its use of the Contracted Space and shall have the right to oversee the Exhibitor's compliance with its directions. The Exhibitor MUST confine equipment/display within the allotted dimensions of the Contracted Space. The Management may require that the Exhibitor move excess equipment/display to a space provided by the Management and may assess an additional fee for the use of such space in its sole discretion. The Exhibitor agrees promptly to pay and remit any such fee.

**H.** If the Exhibitor uses a power washer at any time, the Exhibitor will be responsible for all damages caused to the Contracted Space or any other space or equipment at the Exposition.

**I.** The Exhibitor shall remove all wood chips, straw, bedding, decorative lawn edging or other materials from the exhibit grounds. If such items are not removed, the 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 in its sole discretion. The Exhibitor agrees promptly to pay and remit any such fee.

## **18. Fire Laws**

The Exhibitor must flame proof all flammable materials before taking such items into the exhibit buildings such that all flammable materials will meet the standards established by the office of the Iowa State Fire Marshall and will pass all

inspections. The Exhibitor agrees to conform to all local and state fire and safety codes as such may affect its exhibit. The Exhibitor shall indemnify and hold harmless 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**") from and against any damages or losses whatsoever related in any manner to flammable material introduced by the Exhibitor, or by its employees, agents, invitees or other representatives.

#### **19. Defacing of Building**

The Exhibitor shall not apply paint, lacquer, adhesive or any other coating to Exposition building walls or floors or to standard booth equipment. The Exhibitor is liable for, and shall indemnify and hold the Management Parties harmless against, any damage caused by fastening displays or fixtures to the building floors or walls or to the standard booth equipment, or for any other damages caused in any manner. The Exhibitor may be charged a repair fee, in the Management's sole discretion, in the event that the Exhibitor damages any building or area connected to the Exposition, and the Exhibitor agrees to promptly pay and remit such fee.

#### **20. Insurance**

During the Exposition and for at least two (2) years thereafter, the Exhibitor agrees to 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, the Exhibitor shall provide to the Management 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. The correct name of the Exhibitor, 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. Certificates **MUST** be uploaded to the "Company Profile" located on the exhibiting companies hub site.

**THE EXHIBITOR IS ALSO SOLELY RESPONSIBLE** for providing its own theft and fire insurance coverage. The Exhibitor must secure or remove small or easily portable articles of value each day during the Exposition and after Exposition exhibit hours. The Exposition's insurance policies do not include fire or theft coverage for the Exhibitor's exhibit space or for 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 the Exhibitor, or by its employees, agents, invitees or other representatives.

#### **21. Assumption of the Risk, Limitation of Liability, and Indemnification**

THE 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: (A) THE EXHIBITOR'S OWN EXHIBIT AND MATERIALS; (B) THE ACTS

AND/OR OMISSIONS OF THE EXHIBITOR'S EMPLOYEES, AGENTS, INVITEES OR OTHER REPRESENTATIVES; (C) EXPOSURE TO, OR TRANSMISSION OR SPREADING OF, COMMUNICABLE DISEASES (FOR HUMANS OR ANIMALS); AND/OR (D) THE ACTS, OMISSIONS AND/OR NEGLIGENCE OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO, 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, THE EXHIBITOR AND/OR THE EXHIBITOR'S EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS OR INVITEES (EXPRESSLY INCLUDING, BUT NOT LIMITED TO, PRODUCT SAMPLES DISTRIBUTED BY THE EXHIBITOR); OR (2) THE EXHIBITOR, THE EXHIBITOR'S PROPERTY OR THE 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, THE EXHIBITOR, ON BEHALF OF ITSELF AND ITS EMPLOYER, IF ANY, ALL OF ITS EMPLOYEES, AGENTS, INVITEES AND OTHER REPRESENTATIVES 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, the 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, the Exhibitor and/or the Exhibitor's employees, agents, invitees or other representatives; or (c) any property damage, personal injury and/or death sustained by the Exhibitor, the Exhibitor's employees, agents, invitees or other representatives 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 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.

THE EXHIBITOR FURTHER ACKNOWLEDGES THAT THE MANAGEMENT HAS MADE NO WARRANTIES TO THE 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, THE 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 THE EXHIBITOR IN CONNECTION WITH ITS REGISTRATION UNDER THIS AGREEMENT.

## **22. Delays or Cancellation**

The 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 causes beyond its reasonable control and without the fault or negligence of the Management or any related party. For one or more of such reasons, the Management may postpone, reschedule, or cancel the Exposition without liability. If the Exposition is postponed or cancelled pursuant to this Section 22, the Management shall not be liable to the Exhibitor for any costs, or 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 the Management cancels the Exposition, it shall determine, in its sole discretion, what portion, if any, it shall refund of the amounts paid by the Exhibitor under this Agreement.

### **23. Security**

The Exhibitor must make provisions for the safeguarding of its 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, invitees and other representatives, 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 the Exhibitor 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 at all times shall be, that of independent contractors. Nothing in this Agreement creates any agency, partnership or joint venture, and nothing herein gives the Exhibitor the right or authority to bind the Management to any commitment to any third party. No failure or delay of the Management in the exercise of any right or remedy hereunder shall be deemed a waiver of such right or remedy unless memorialized in an express 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, the parties request such court modify the provisions to the extent necessary to make them enforceable under Iowa law and then enforce such provisions as modified.

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