

## NACAA 2008 AM/PIC Trade Show Terms and Conditions

Space Rental and Assignment of Location: National Association of County Agricultural Agents (hereinafter referred to as NACAA) reserves the right to allocate space in such a manner as to produce a balanced show. Booths will be assigned first come first served, based on availability of space on the date the application is received, with consideration given to the educational value of the exhibit to members. Management will advise you to your booth assignment with reasonable notice.

Exhibitor's Authorized Representative: Each exhibitor must name one person to be its representative in connection with the firm's exhibit. This representative will receive all correspondence with respect to the show and shall be the responsible contact for the firm during the show.

Use of Space: The exhibitor shall not assign, sublet or share the space allotted without prior knowledge and prior written consent of the NACAA. The exhibitor must show only goods manufactured or dealt in by them in the regular course of business. Only firms assigned exhibit space may solicit business within the exhibit area.

Equipment, displays and booth structures must not extend into the aisle in such a way as to obstruct traffic or visibility of adjacent booths. Upon request of NACAA exhibitors shall be required to rearrange or limit their displays if equipment, tables, etc. cause congestion in the aisles or interfere with other exhibits. Display material exposing an unfinished surface to neighboring booths is not permitted and must be finished at exhibitor's expense.

NACAA reserves the right to restrict or prohibit any exhibits which are determined in their sole discretion to be objectionable because of noise, method of operation, materials, or for any reason which may relate to, among other things, persons, things, conduct or printed matter. NACAA may also restrict or prohibit, with or without giving cause, any exhibit that in their opinion may detract from the general character of the Trade Show as a whole. In the event of such restriction or prohibition, NACAA shall not be liable for any refunds or other exhibit expenses. The exhibitor shall comply with all show guidelines.

Exhibitor's Responsibilities: The exhibitor is responsible for payment for labor, equipment and services (other than general heat, light and air conditioning) ordered at the request of the exhibitor from service contractors such as electricians, decorators, shippers, material handling companies, suppliers, telephone companies, hotels, cleaning services, photographers and all other services and goods. NACAA suggests that all requests for such services for the contractors be in writing and signed by an authorized exhibitor representative.

The exhibitor agrees to pay promptly for any and all damage to the Joseph S. Koury Convention Center or its equipment, incurred through carelessness or otherwise, caused by the exhibitor, his employees, agents, contractors and representatives. If the exhibitor's material fails to arrive, the exhibitor is nevertheless responsible for their rental space.

Neither NACAA nor Joseph S. Koury Convention Center will be liable for any injury that may occur to exhibitors or their agents or employees, for any loss or damage to the exhibitor's personal property, while in transit to or from the Trade Show or while on the premises of the Trade Show.

The exhibitor agrees to indemnify and save harmless NACAA and Joseph S. Koury Convention Center or their officers, agents and employees from any and all liability (including, without being limited to product liability), for all acts or omissions of the exhibitor, its officers, agents or employees in or about the area of the Trade Show, at all times from the arrival of the exhibitor's agents or employees to set up exhibitor's exhibit to the vacating of the premises after such show is dismantled.

Limit of Liability: Neither NACAA nor Joseph S. Koury Convention Center, nor any of their officers, agents or employees will be responsible for any injury, loss or damage that may occur to the person, property or business of the exhibitor, its guests, invitee, employees or agents from any cause whatever. The exhibitor expressly holds harmless and releases the aforementioned from any and all claims from such loss, damage or injury. In no event will NACAA or Joseph S. Koury Convention Center be liable in any action predicated on a claim that NACAA or Joseph S. Koury Convention Center have failed to perform hereunder (including without limitations actions arising out of postponement or cancellation of the Trade Show), for any of the exhibitor's lost profits, lost savings, or other consequential special or indirect damages, even if NACAA or Joseph S. Koury Convention Center have been advised of the possibility of such losses or damages. In any event NACAA liability arising out of any kind of legal claim (whether in tort, contract or otherwise) in connection with the Trade Show will not exceed the price paid by the exhibitor to rent space.

Exhibitor Check Out: Each exhibitor is responsible after dismantling and before leaving to check out with a NACAA representative. If any damage is found to the exhibitor's space, they will be required to pay the cost of repairing such damage.

Cancellation Policy: NACAA may cancel this contract and, at its option, retain as liquidated damages for breach of this contract any sums paid in by the exhibitor. If the exhibitor cancels this contract after June 1, 2008, then the exhibitor is liable for the full payment of the contract.