

2019 WORLD AG EXPO® | TULARE, CA | A Production of International Agri-Center®, Inc. (IAC)

Address: 4500 S. Laspina Street | Tulare, CA 93274

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For Office Use Only

Exhibitor No. _____

Space Number(s) Assigned _____

REQUEST FOR EXHIBIT SPACE

FEBRUARY 12-14, 2019

Federal Tax I.D. # / S.S. # _____ Company _____
World Ag Expo® will be paying a local business license fee on your behalf to the City of Tulare. (Name as you would like it to appear in World Ag Expo® promotional materials)

Mailing Address _____ City/State _____

Zip _____ Country _____ Authorized Representative _____

Phone # _____ Toll Free # _____ Fax # _____

E-Mail _____ Website _____

The following individual is designated as the on-site representative who is responsible for ordering all on-site services:

Name _____ Address _____

City/State _____ Zip _____ Country _____

Phone # _____ Fax # _____ E-Mail _____

Sponsorship and Marketing Opportunities I am interested in marketing my company prior to, and at World Ag Expo®.

Contact _____ Phone _____ E-Mail _____

FILL-IN THE SPACE DETAILS USING THE EXHIBITOR GUIDE AND CONTRACT RESOURCE PACKET.

EXHIBIT SPACE / NUMBER	SPACE LOCATION	QUANTITY OF SPACES	COST	SUBTOTAL
1. _____	_____	_____	\$ _____	\$ _____
2. _____	_____	_____	\$ _____	\$ _____
3. _____	_____	_____	\$ _____	\$ _____
Total \$				_____

Product Categories: 1st _____ 2nd _____

Do you import/export? Yes No

To satisfy the State of California Board of Equalization, please check below.

- I intend to make sales, solicit sales and/or take orders of tangible personal property at World Ag Expo®.
- I hold CALIF. SELLERS PERMIT NUMBER _____ To obtain permit: www.boe.ca.gov
- I intend to refer all sales inquiries to our local Calif. dealer/distributor, who is _____ City _____
- A temporary off-site permit is required if you are marketing trailers, autos or trucks. For info, contact any DMV in Calif.

Payment Options:

Payment will be made: U.S. Dollars Money Order Credit Card Bank Wire Transfer

In full today 1/2 today and final payment by October 31, 2018
 Requests after October 31, 2018 must be accompanied by payment in full

If no payment is made within 30 days of purchase of space, World Ag Expo® has the right to sell to other exhibitors with no further notice.

Master Card Visa American Express Check Number _____

Card Number _____ Exp. _____ CVC# _____

Card Holder _____

Signature _____ Title _____ Date _____

International Agri-Center®, Inc. _____ Date _____

I have read contract on backside of this document. I have read and understand the cancellation policy (Number six on backside of this document.)

Make checks payable to: International Agri-Center®, Inc. Wire transfers accepted, see WorldAgExpo.org for more info.

World Ag Expo® 2019 Conditions of Contract

A. EXHIBITOR AGREES TO:

- 1. Be bound and abide by all World Ag Expo® rules in this contract and adopted by World Ag Expo before, during or after World Ag Expo®.**
- 2. Not sublet or assign any space.** All participants must be registered by Request for Exhibit Space. Spaces can be shared with the prior approval of the WAE. The fee for sharing a space, if approved, will be \$500. The name and information concerning the exhibitor that will share the space must be disclosed to the WAE for approval and so that they can be listed in the Show Guide and be recognized as an exhibitor.
- 3. Meet the criteria for at least one of World Ag Expo® product categories.** The final decision on acceptability for each and every exhibit will rest with World Ag Expo® Management and Board of Directors of the International Agri-Center®, Inc., also known as World Ag Expo®, Tulare, CA, and referred to below as "IAC" and "WAE", respectively. WAE reserves the right to refuse space to an exhibitor at WAE's discretion.
- 4. Be liable for,** indemnify against, defend and hold harmless WAE for any loss suffered by, or claim brought against WAE arising from or any way connected to the exhibitor's participation in the show except to the extent that damages can be proven to have been caused by WAE's active negligence.
- 5. Pay for actual cost of repairs,** loss, or damage to any utility, telephone outlet, or equipment serving the exhibitor's space occurring during time exhibitor has possession of exhibit space.
- 6. Deliver written notice to WAE of any cancellation.** If written notice of cancellation is received by WAE before Dec. 1, 2018, the exhibitor shall forfeit 20% of the total space fee and shall be entitled to an 80% maximum refund. Cancellation on Dec. 1, 2018, and hereafter by the exhibitor, shall result in forfeiture of the entire space fee. Exhibitor agrees that these charges are reasonably related to WAE damages. By cancelling space, the exhibitor loses all rights or claims to the space and WAE may rent it to others. This policy also applies to partial cancellation and exhibit downsizing.
- 7. Confine the presentation and distribution of materials** to the boundary of the exhibit space and to staff the space during all show hours.
- 8. Obtain written approval from WAE** before the showing of any demonstrations, live entertainment or use of live animals.
- 9. Not create a major disturbance to the exhibit space surface** (trenching, footings, postholes, flagpoles, drilling or digging) without obtaining prior written approval, on-site authorization from WAE Management, and paying the Disturbed Space Deposit. Any minor disturbance to the exhibit space must result in returning the space to the condition in which it was found at move-in. Failure to do so will result in an additional charge to the exhibitor. Prior written authorization by WAE Management must be given in all cases. All damages, losses, injury or claims whatsoever arising from disturbing any space or interfering with the space of other exhibitors will be the sole responsibility of the exhibitor as determined exclusively by WAE.
- 10. Not use microphones without written WAE permission.**
- 11. Re-crate,** prepare bills of lading and arrange for all shipping at exhibitor's expense.
- 12. Remove all exhibit material,** equipment, and accessories by 5 p.m., Feb. 22, 2019 (inside exhibits must be removed by 5 p.m., Feb. 15). Failure to do so may result in additional shipping and/or handling costs to the exhibitor. WAE may remove any such material and the exhibitor shall immediately reimburse WAE for all expenses of removal and costs of storage of the property removed. WAE is not held liable for any items left after Feb. 22, 2019.
- 13. Abide by all tent and canopy criteria** as supplied by WAE in the Exhibitor Service Guide.
- 14. Abide by all Tulare County Health requirements** relative to serving food and drink. When serving, preparing or handling food or beverages from an exhibit area, the exhibitor must obtain a permit from the Tulare County Health Department. You must comply with the Tulare County Health Department requirements or risk being shut down. Application and fee must be returned to IAC prior to Jan. 4, 2019.
- 15. Abide with all California laws and California Alcohol Beverage Control (ABC) rules** if serving alcohol in their space, including, but not limited to the provisions of California Business and Professions Code Section 23399.1. In addition to complying with all other applicable laws and regulation, the Exhibitor must comply with the following:
 - a. Alcohol must be served at no charge, not sold;
 - b. An ABC licensed company must obtain the required ABC license and must serve the alcohol in Exhibitor's space;
 - c. Service and consumption must be within a defined area (with a fence or pavilion) and be secured with a minimum of 2 security guards in order to check attendee I.D.'s;
 - d. WAE Management must be notified prior to the show of intent to serve alcoholic beverages; Must have a Tulare County Health Permit (see 14).
- 16. Not sell soft drinks and/or water.**
- 17. Notify WAE** upon contracting with, hiring or using of any individuals, organizations, associations, groups, businesses or third-parties to perform work in their exhibit space that are not approved by WAE and included in the official WAE Exhibitor Resource Directory. Exhibitor further agrees to identify who was hired by completing an "Exhibitor Appointed Contractor" form (available at www.worldagexpo.org) and will be solely responsible for ensuring the Exhibitor Appointed Contractor complies with all applicable laws, regulations, and/or rules promulgated by any government or regulatory agency including but not limited to worker's compensation insurance requirements, business licenses, contractor's licenses, state and federal work safety laws, OSHA requirements, etc. IAC and WAE take no responsibility for determining Exhibitor Appointed Contractor compliance with any such laws or regulations. Exhibitor agrees to indemnify and hold IAC and WAE and its officers, agents, employees and assigns harmless for any and all actions of any Exhibitor Appointed Contractors, whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, claimed, occasioned, or contributed to, by reason of any negligent or intentional act or omission of the Exhibitor Appointed Contractor.

B. WAE AGREES TO OR RESERVES THE RIGHT TO:

- 1. Assign, alter or change an exhibitor's space** or to remove an exhibitor from the show without refund at any time because of any exhibitor's failure to perform under this contract, refusal to abide by WAE rules, display of any unsafe or inappropriate exhibit or exhibit material, or interference with the rights of others.
- 2. Cancel this agreement at any time with no liability.**
- 3. Assume no responsibility** for loss or damage to goods, before, during or after the show.
- 4. Modify 2019** and future show dates and times as it deems necessary.
- 5. Govern totally the importation, rental, type, spreading and removal of all ground material,** such as, but not limited to sod, carpet, bark, gravel, saw dust, wood chips, etc. Sod and straw bales remaining after 5 p.m., Feb. 22, 2019 will become the property of WAE and the exhibitor will be charged all costs of removal, storage and disposal. Straw bales are to remain intact during their use.

C. EXHIBITOR AGREES THAT WAE will not be liable for damages or for failure to carry out the terms of this agreement in whole or in part where caused directly, indirectly, or in consequence of fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike, acts of God, or by any cause whatsoever beyond the control of WAE agents, employees, or its assigns. Whether similar or dissimilar from the causes enumerated herein, WAE will not be liable for damages occurring during loading or unloading or by operation of forklifts or other equipment prior to, during, or following World Ag Expo®. WAE reserves the right to refuse loading or unloading of items deemed to be unsafe or oversized.

D. EXHIBITOR AGREES to avoid misleading claims or false advertising.

E. THIS CONTRACT SHALL SERVE as the entire agreement between the exhibitor and WAE. Any waiver of any part of this contract must be mutually agreed to between the parties in writing and shall not constitute a waiver of any other parts of this contract.

F. EXHIBITOR AND WAE agree that in the event of any litigation concerning this contract or World Ag Expo®, the courts of the State of Calif. in Tulare County will have sole jurisdiction and that the prevailing party will be entitled to reasonable attorney's fees as determined by the court.

G. ALL ELECTRICAL SERVICE will be arranged through the official show contractor at the exhibitor's expense. It is anticipated that electricity will be activated on Feb. 9, 2019, between 9 a.m. and 12 p.m. and will be discontinued at 7 a.m., Feb. 15, 2019, all electrical power generation is the exclusive responsibility of WAE.

H. FORKLIFTS are available for loading and unloading only. Forklifts will be available from Jan. 28, 2019 through Feb. 11, 2019 and from Feb. 15, 2019, through Feb. 22, 2019. Forklifts are not available Feb. 17, 2019.

I. OUTSIDE EXHIBITORS:

1. Shipping information: All shipments must be prepaid and addressed as follows: World Ag Expo®, Tulare, CA, c/o "International Agri-Center®", 4450 S. Laspina St., Tulare, California 93274-9539. Shipments must be clearly marked with the name of the exhibitor and space location. Shipments will be received at the IAC from 8 a.m. to 5 p.m., Jan. 28, 2019 through Feb. 11, 2019.

2. Move-In information: WAE grounds will be open for set up from 8 a.m. to 5 p.m. daily from Jan. 28, 2019 through Feb. 11, 2019. Exhibitor must be completely set-up by 5 p.m. Feb. 11, 2019. Failure to be in place by this deadline may result in the forfeiture of the exhibitor's right to participate in any future WAE. If outstanding balances are not paid in full, move-in will not be permitted.

3. Move-Out information: No exhibit may be vacated prior to 4 p.m., Feb. 14, 2019. Early departure may result in forfeiture of next year's priority for exhibit space assignment and exclusion from future World Ag Expo's. The show grounds will be open for removal of exhibit material from 8 a.m. to 5 p.m. on Feb. 15, 2019 through Feb. 22, 2019 (Feb. 17 EXCLUDED).

J. INSIDE EXHIBITORS:

1. WAE will provide 1 (one) 8' table and 2 (two) folding chairs per exhibitor. Booths will also be supplied with an 8' drapery divider in back and 3' dividers on the sides. Displays will not be higher than 12' to the back and 4' to the sides in pavilions A, B, D, E and Taste of California. Displays will not be higher than 15' to the back and 4' to the sides in the Farm Credit Dairy Center and Building C. It is the exhibitor's responsibility to order electricity, should it be required. The display size limitations for any building or any particular portion of a building may be modified by the WAE as it deems necessary in its sole discretion. WAE reserves the right to reject an exhibitor's display or any part of a display which interferes with the view of other exhibits.

2. If the material being used for the purpose of covering tables, displays, booth backdrops or booth decorating does not meet the minimum standards for flame resistive properties as determined by the Tulare Fire Department, the exhibitor will be required to remove all decorative material in violation, and replace with an approved material, at the exhibitor's expense.

3. No sign will be allowed to hang directly attached to drapery divider fabric or to the temporary fabric structures without management approval.

4. Shipping information: All shipments must be shipped pre-paid and addressed as follows: WAE, IAC, 4450 S. Laspina St., Tulare, California 93274-9539. Shipments must be clearly marked with the name of the exhibitor and space location. Shipments will be received from 8 a.m. to 5 p.m., Jan. 28, 2019 through Feb. 11, 2019.

5. Move-In information: WAE pavilions will be open for set up from 8 a.m. to 5 p.m. daily from Feb. 4, 2019 through Feb. 11, 2019. Exhibitor must be completely set-up by 5 p.m. Feb. 11, 2019. Failure to be in place by the stated time risks space priority forfeiture and exclusion from future shows. If outstanding balances are not paid in full, move-in will not be permitted.

6. Move-Out information: No exhibit may be vacated prior to 4 p.m., Feb. 14, 2019. Early departure may result in forfeiture of next year's priority for exhibit space assignment and exclusion from future World Ag Expo's. The show grounds will be open for removal of exhibit material from 8 a.m. to 5 p.m. on Feb. 15, 2019 (deadline to remove inside exhibits).

K. Exhibitor Insurance Requirement- Every exhibitor must provide IAC with proof of commercial liability insurance coverage in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Such insurance must designate IAC and its officers, directors, agents and employees as additional insureds, and such designation must be shown on the proof of insurance provided to IAC. The proof of insurance must show that the subject policy begins no later than two weeks prior to the opening of the WAE and shall remain in place until at least one week following the closing of the WAE. The proof of insurance must also indicate that, should the policy be canceled prior to its stated expiration date, notice must be provided to IAC in accordance with the policy provisions, but any case no less than fifteen (15) days prior to the effective date of cancellation. Exhibitor must provide IAC with the required proof of insurance by October 31 of the year prior to the WAE or with the submission of this Request for Exhibit Space, whichever is later. Failure to provide such proof of insurance by such deadline may result, at IAC's sole and absolute discretion, in (1) the IAC placing insurance for the exhibitor with an insurance company chosen by the IAC, and the cost of such insurance shall be paid entirely by exhibitor, or (2) the exhibitor losing the ability to exhibit at the WAE and will result in the imposition of the cancellation fee described herein. If exhibitor's policy is cancelled or terminates prior to the WAE, exhibitor must provide IAC with satisfactory proof of new or continued insurance within 15 days of such cancellation or termination, but in any event no later than January 15 prior to the WAE. Failure to timely provide such proof of new or renewed insurance may, at the sole and absolute discretion of IAC, result in the loss of exhibitor's ability to exhibit at the WAE and in the imposition of the cancellation fee described herein.

IAC does not provide any form of insurance to cover exhibitor activities at the WAE and assumes no liability or responsibility for loss or damage to exhibitor due to fire, theft, breakage, vandalism or any other reason. IAC recommends that exhibitor maintain its own insurance to cover any such potential loss or damage.

Exhibitor shall maintain any required workers compensation insurance for its employees at the WAE.