

MN AG EXPO – COMPLETE EXHIBITOR RULES AND REGULATIONS

1. The arrangement for the space and privileges granted herein, or any part thereof, cannot be assigned, sublet or otherwise disposed of by Exhibitor without the consent of the Minnesota Soybean Growers Association (MSGA).
2. No persons other than the exhibitor's employees may exhibit or solicit business in the assigned space. Advertising and solicitation of orders by persons not registered to exhibit at the MN AG EXPO is not permitted. No exhibitor is permitted to show goods or services other than those manufactured or provided by his firm in the regular course of business. Exhibitor representatives may not enter the exhibition other than exhibitor scheduled admission times, without prior permission.
3. MN AG EXPO will take reasonable precautions for safeguarding the exhibitors' property. However, neither MN AG EXPO, MSGA, sponsoring organizations, the Convention Center, nor employees or agents thereof will be liable for loss or damage to property of the exhibitor or his representative from theft, fire, accident, loss in transit or other causes. Notwithstanding the above, exhibitors may make their own security arrangements regarding items requiring special security.
4. Exhibitor shall assume all liability for damage to exposition facility by reason of its exhibit. Each exhibitor and display house shall provide a Certificate of Insurance to MN AG EXPO prior to being allowed on the show floor for set-up as a requirement of participation in this convention. Exhibitor agrees that the MN AG EXPO, MSGA, sponsoring organizations, Convention Center, and their respective officers, directors, employees and agents are not responsible for any damages or charges imposed for violation of any law or ordinance whether due to exhibitor or agent of exhibitor. Exhibitor agrees that at the conclusion of the convention, exhibitor shall surrender the space occupied in the convention center in the same condition it was in at start of move-in. Exhibitor agrees that it is responsible for the defense and payment of any and all claims, demands and suits on account of any alleged injuries, death or other loss by individuals, or damage to property or other loss, to any party occurring in the convention center area or elsewhere because of the acts or omissions of the exhibitor, its employees or agents, licensees, guests or contractors. Exhibitor agrees to defend, indemnify and hold harmless, Mankato Civic Center, MSGA, MN AG EXPO, and their owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Mankato Civic Center any part thereof. The term of this section survives the termination or expiration of this contract.
5. MN AG EXPO reserves the right to determine the eligibility of any company, product, promotion or part thereof, that in its opinion is not in keeping with the character or purpose of the MN AG EXPO. Exhibitors may not engage in conduct or activities at their booth which has a negative impact on the programs or operations of MSGA, affiliates or sponsors. Exhibitors shall not make misleading claims. MSGA and MN AG EXPO reserves the

right to cancel this contract immediately and may remove Exhibitor from MN AG EXPO if they determine that Exhibitor, their staff, or their messaging in their booth has negative impact on MSGA, MN AG EXPO, or their affiliates or sponsors.

6. Exhibitor booth location preference will be given first to current Exhibitors and then considered on first served basis after space is released to the general public. However, MN AG EXPO will be the sole assignor of the Exhibitor's booth location. MN AG EXPO reserves the right to rearrange the floor plan and relocate any exhibit upon notification with said Exhibitor. MN AG EXPO retains the right for first-priority assignment of association and association-related booths that may not be displaced by other Exhibitors regardless of the point system or booth assignment process.
7. Exhibits must be arranged so as not to obstruct the general view or hide other exhibits. Except for islands and by special permission, Exhibitors may not erect a back wall higher than 8' or side higher than 3'. End caps must allow for a 4' site line on each side of the back of the booth.
8. The Exhibitor is entirely responsible for the leased space and agrees to reimburse MN AG EXPO for any damage to the booth floors, walls or equipment. All food and product samples to be distributed at the show must be approved by MN AG EXPO in advance. All materials must be flame proofed. No flammable or toxic fluids or substances may be used or shown in the hall. Smoking and balloons are prohibited in the hall.
9. Exhibitors shall be responsible for maintaining booth noise so as not to interfere with the normal display and conversation of other exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of a booth. (Refer to OSHA at www.osha.gov for more information.) The use of music in booth requires an appropriate license from BMI, ASCAP or similar organizations. MN AG EXPO reserves the right to restrict exhibits which because of noise, method of operation or other reason become objectionable. Exhibits which, in the opinion of MN AG EXPO, detract from the general character of the exhibit as a whole will be prohibited. This reservation includes persons, things, conduct, printed matter or anything of a character that MN AG EXPO determines is objectionable. In the event of eviction, MN AG EXPO is not liable for refunds.
10. The aisles, passageways and overhead spaces remain strictly under control of MN AG EXPO. No signs, decorations, banners, advertising matter or special exhibits will be permitted in these areas except by purchase of aisle space and special permission of MN AG EXPO. No overhead signage / materials may be hung from the ceiling by exhibitors. Lighting must be indirect and completely shielded so as to eliminate glare and interference with other exhibitors and guests. The use of flashing or rotating lights will not be allowed. Products on display which have such lighting must be pre-approved by Show Management. Signage, draping and lighting MAY NOT block any MN AG EXPO signage or other booths. Hanging signs and/or lighting must be hung directly over the booth and not in the aisles. All signs, regardless of size, should be constructed of lightweight metals and plastics to allow greater flexibility and ease of installation. Signs and/or lighting should be set back 5' from each aisle. Signs

and/or lighting should not be more than 50% of your booth space in size. Rigging must be supplied by the appointed decorator or by the convention center as required. All hanging signage and/or lighting must adhere to the policies of the show facility. MN AG EXPO reserves the right to refuse the use of such hanging signage and/or lighting that in its opinion is not in keeping with the character or purpose of the MN AG EXPO, or causes injury or interferes with the display of other exhibitors. Obstruction of the aisles is strictly prohibited. Should you need to request authorization for rigging to support a booth structure that comes from the floor up, please submit to the MN AG EXPO decorator. Approval for the use of hanging signs, draping and graphics, at any height, must be received by the MN AG EXPO decorator at least 60 days prior to installation to meet Convention Center requirements. Variances may be issued at the exhibit management's discretion. Drawings should be available for inspection.

11. If MSGA should be prevented or materially affected from conducting the MN AG EXPO, cannot permit the Exhibitor to occupy this exhibit space due to circumstances beyond its control or determines not to offer the MN AG EXPO at its sole discretion, the MN AG EXPO will refund the exhibitor the amount of the rental fee paid with no further obligation or liability to the Exhibitor. In all circumstances, MN AG EXPO shall notify the exhibitor at the earliest date possible of the circumstances preventing the MN AG EXPO from being held.
12. Exhibit hall admission is by official badge only. Exhibit personnel must wear MN AG EXPO exhibitor identification badges while on the exhibit floor. Exhibitors receive four exhibitor registrations for the first 8' x 10' exhibit space and two additional registrations for each additional booth.
13. At the expiration of this agreement, the Exhibitor shall surrender possession of the exhibit area to MN AG EXPO. All booth items not arranged for after 7:00 p.m. on closing day will be disposed of or handled at the official contractor's discretion at the Exhibitor's expense.
14. Installation must be complete at time published or space will be released without refund. The Exhibitor agrees to not dismantle, pack or remove any part of his exhibit until the published close.
15. These regulations are a part of the contract between the Exhibitor and MN AG EXPO, and are formulated in the best interest of the Exhibitor. MN AG EXPO requires full cooperation of the Exhibitor in observing these regulations. Points not covered in this contract are subject to the decision of MN AG EXPO. Exhibitor acknowledges that MN AG EXPO may amend such rules and regulations at any time and shall provide exhibitor with notice of such amendments.
16. Violations of any of these Rules and Regulations on the part of Exhibitor, its employees or agents shall, at the option of MN AG EXPO, constitute cause for MN AG EXPO to terminate this Agreement, expel Exhibitor from the show, become ineligible to participate in future MN AG EXPO shows and exhibitor shall forfeit all fees paid.

