

2025 NCBA TRADE SHOW

Henry B. Gonzalez Convention Center San Antonio, Texas February 4 - February 6, 2025 Application to Exhibit Space

BOOTH CONTACT INFORMATION		
Company Name:		
(As you would like it listed in NCBA publications & signage)		
Address:		
City: State:	-	
Website: Prima		
Phone: Cell: _		
Email:		
Authorized Representative Onsite: Cell:		
Each exhibitor shall designate at least one individual as the duly authorized representative onsite in charge of installation, operation, and dismantling of exhibit. Said representative thereby accepts and assumes responsibility for the exhibit and shall be authorized to enter into service contracts as may be necessary and for which the exhibitor is responsible.		
PRICING:	NCBA BEEF RESOURCE GUIDE LISTING	
26/sq.ft	(select one)	
One booth – 10x10 = \$2,600 Corner booth spaces are an addition \$250/corner (added after	Free Exhibitor Listing in the printed Beef Resource Guide	
discounts are applied)		
DISCOUNTS:	COMPANY NAMEBOOTH #	
 Multiple booth – four (4) or more inline booths save \$100/booth 	Enhanced Exhibitor Listing in the printed Beef Resource Guide	
 Retail booth – 50% discount 	\$250 per listing	
 Affiliate, Universities, Non-Profit & Government Agencies 50% discount 	Listing must be paid in full by January 1, 2024 to be included in the Beef Resource Guide.	
 No discounts on Island (Premium) Space. 		
SIZE:	YOUR Booth #	
Quantity of 10x10 booths needed: or Booth Size:	50-word company description	
Booth Preference:	Category Icon	
1st 2nd 3rd4th	Category: (Choose up to three)	
Live Animal Exhibitor? 🛛 Yes 🕞 No	 Animal Health Products Animal Identification 	
	Associations / Organizations / Government	
TERM: The full booth payment is due on or before August 1, 2024. All	 Breeders / Ranches / Feedlots / Marketers Computer / Software Package 	
booth applications received after August 1, 2024, must be	Consulting Services	
paid in full at the time of application.	 Equipment / Trailers / Watering Feed / Feed Additives & Accessories 	
PAYMENT:	 Fencing Equipment & Accessories Finance / Insurance / Real Estate 	
Checks payable to: National Cattlemen's Beef Association	Hay Equipment & Accessories	
Charge: Visa MasterCard AMEX	 Herd Management / Chutes / Scales Information / Education 	
Card #:	Publications	
Exp: CVV #:	Retail / Art / Furniture / Accessories Seed Products / Weed / Pest Control	
Name:	Structures / Buildings	
	 Veterinary / Breeding Genetics 	
CANCELLATION POLICY: The exhibitor must notify NCBA in writing before August 1, 2024,	Packer / Processor	
with intention to cancel or withdraw from the exhibition. The	Other	
exhibitor will be refunded 50% of booth rental fees.	Ir	
Cancel August 1, 2024, or after, the exhibitor will be obligated to pay the total rental cost of the exhibit booth. NO REFUNDS	FOR NCBA USE ONLY	
AFTER THIS DATE!	Date Contract Received:	
	Accepted By:	
Sign & Return Contract to: Trade Show Manager	Assigned Booth(s):	
National Cattlemen's Beef Association	Full	
9110 East Nichols Avenue	- Discount + Corner	
Centennial, CO 80112	+ Enhanced	
Phone: (303) 694-0305 Fax: (720) 259-1409 E-Mail: showmgmt@ncbatradeshow.org	= Contracted Amount:	

The undersigned acknowledges that this form is an application to receive a contract to exhibit with NCBA at its Annual Trade Show to be held over the dates of February 4 - February 6, 2025 and that exhibit space will be assigned on a first-come, first-served basis, with preference given to companies with a history of exhibiting at NCBA events and to corporate supporters of NCBA programs. Acceptance of the application by NCBA constitutes a contract. As the exhibit, I have read and agree to abide by the rules and regulations of the 2025 NCBA Trade Show which are deemed part of this application. All of our exhibit staff working the NCBA trade show will be informed of and will abide by the rules and regulations governing this event. Exhibitor Prospectus, Exhibitor Kit, Exhibitor Rules and Regulations and any other rules promulgated by Show Management are hereby incorporated by reference and become a part of this agreement. The person whose name appears below warrants and represents that they have the authority to enter into this agreement on behalf of the company or organization they purport to represent and hereby agrees to all terms and conditions set forth herein. Application shall be a binding contract when NCBA returns a signed copy to contract.

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Signature:	Date:
Name:	Title:

2025 NCBA Exhibit Rules and Regulations

National Cattlemen's Beef Asociation (NCBA) is a not-for-profit association. The purpose of the NCBA Trade Show is to provide a conducive, common environment bringing sellers and buyers together to educate and inform members and beef industry representatives (cattlemen) on the latest developments in technology, information, product innovation and services available to industry members.

Industry members. 1. Accement By signing the Application to Contract for Exhibit Space (hereinafter referred to as "Exhibit Contract" or "Agreement"). Exhibitor agrees to abide by these Terms, Rules, and Regulations and all amendments thereto and decisions of Show Management, which are hereby incorporated by reference. Any matters not specifically addressed herein shall be subject solely to the decision of Show management. This Agreement is non-assignable by Exhibitor and any attempt to assign this Agreement is void and shall constitute a default. For purposes of this agreement, the term "Show Management" shall mean the National Cattlement's Beef Association (NCBA), and its respective directors, officers, members, and staff. The term "exhibit hall" shall mean the assigned facilities in the Henry B. Gonzalez Convention Center (hereinafter referred to as "Convention Center"). The term "Official Service Contractor "shall refer to REEMAN. The term "Security Contractor" shall mean (NAME OF COMPANY TBD). The term "Exhibitism" shall mean any company, firm, or person who has applied for or been allocated any space at the Exhibition. The terms "Exhibition" and "Show Yeal mean the collection of meetings, exhibits and displays in the exhibit hall and convention center meeting recomes at the annual event hosted by KCBA. 2. General

convention center meeting rooms at the annual event hosted by NCBA. <u>S. General</u> NCBA shall have sole authority to interpret and enforce all rules and regulations contained herein; to make any amendments thereto as shall be necessary for the orderly conduct of the trade show and welfare of the beef industry. Amendments and all subsequent correspondence shall be binding on Exhibitors equally with all rules and regulations. The "Exhibit Space Contract" when executed properly, shall be considered a binding agreement between the two parties. Exhibitors shall able binding federal, state, and city laws, ordinances, and regulations. All matters and questions not specifically covered by these Rules and Regulations are subject to the decision of NCBA, whose decisions will be final. The Exhibitor agrees to accept and abide by such decisions.

paie exmistor's booth. <u>A Eligible Exhibitions</u> Any firm/company that markets products for or provides services to the beef cattle industry is eligible to exhibit. However, NCBA reserves the right to determine the eligibility of any company product, promotion, or part thereof that is not in keeping with the trade show's character and

product, promotum, or part version each of the purpose. **5.** Space Rental The exhibitor for hinduces an exhibit space as defined on the show floor plan and a two-line floor marker showing the Exhibitor's company name and booth number. Only one company name per booth will be listed on booth sign and in official on-site publications, except in those cases where a company has a division. In such cases, Exhibitor will be required to submit a letter and evidence showing that other company is a division of parent company. Show Management shall not have any liability for any losses (in contract, tort, warranty or otherwise) incurred in connection with any typographical errors or other inaccuracies, such as in Exhibitor's name, address, phone number or e-mail address, which may appear in any Show Management poster, slide or other event material. **5. Live Animal Rules and Regulations.** Live Animal(s) will be permitted in, or as a part of, any exhibit if they meet interstate and intrastate health requirements and conform to the NCBA guidelines and any guidelines set by the Convention Center, Exhibitors using live animals in their booth must agree to and sign separate agreement(s) furnished by NCBA. Move-in may be delayed until the separate agreement(s) are signed by Exhibitor and received by NCBA. **7. Exhibit Violations**

and received by NCBA. <u>2. Exhibit Violations</u> NCBA reserves the right to reject, eject, or prohibit any exhibit in whole, or in part, or any Exhibitor or representatives, with or without cause. If cause is not given, liability shall not exceed the return to the Exhibitor of the amount of rental uneamed at the time of ejection. If an exhibit or Exhibitor of ejected for violation of these Rules and Regulations, or for any other stated reason, no return of rental shall be made. No company or industry will be permitted to exhibit or hold any sponsored activity in any of the hotels designated as part of the convention housing complex, without the express permission of NCBA.

express permission of NCBA.
<u>8. Exhibits and Public Policy</u>
a. Each Exhibitor is charged with having knowledge of all Federal, State, and local laws, ordinances, codes, and regulations pertaining to health, fire prevention, and public safety, while participating in Show. Compliance with such laws is mandatory for all Exhibitors, and sole responsibility estimation of the Exhibitor. Show Management and service contractors have no responsibility pertaining to compliance with public policy laws as far as individual Exhibitor's space, materials, and operator.

In snow, companies with such laws is mandatory for all exhibitors, and sole responsibility is that of the Exhibitor. Show Maagement and service contractors have no responsibility pertaining to compliance with public policy laws as far as individual Exhibitor's space, materials, and operation are concerned. All booth decorations, including carpeting, must be flame proofed, and all hangings must clear the floor. Electrical wring must conform to the National Electric Code Safety Rules and City Electrical Code where the Show is located. A two-wire lamp cord is not permitted. If inspection indicates any Exhibitor has neglected to comply with these regulations, or otherwise incurs a fire hazard, the right is reserved to remove all or such part of exhibit as may be in violation, at Exhibitor's expense. **Prohibited Activities** No cooking may take place in Exhibitor's space and no food and/or beverage products may be distributed by Exhibitors without written authorization from Show Management and the Convention Center. No beer or wine may be served by Exhibitor's booth. Exhibitors must not place equipments on form Show Management and under o cisure stances may intoxicating liquor be distributed by Exhibitors without written authorization from Show Management and the Convention Center. No beer or wine may be served by Exhibitor's booth. Exhibitors must not place equipment for display or demonstration to cusue observers to gather in the aike and thus restric the orderly flow of traffic. All equipment for display or demonstrations must be placed within the assigned booth are as o latract observers into the booth. Exhibitors are prohibited from displaying devices or objects in booths placet booths. Exhibitors are not allowed to conduct activities or their partons. Exhibitors are not allowed to solated to form sort in partons. Exhibitors are not allowed to used to solate or every to solate in the device of beelets of the partons. Exhibitors are not allowed to used to remove recruit personnel, including employees, agents, or

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- hours. Exhibitor expressly agrees that it will not, nor will its employees or representatives conduct official Exhibitor functions, sales, or entertainment, in hotel suites during business hours of the h
- Show. Show. Exhibitor and its employees and representatives will stay at hotels with the official room block contracted by Show Management. Smoking is prohibited in all meeting and exhibit areas. Your cooperation is appreciated. Outboarding and Suitassing: Outboarding is defined as the creation of a concurrent event that is related to an existing exhibition or event but that is not sanctioned by show management that that seeks to benefit from the audience that show management attracts. Suitasing is defined as the act of soliciting business in the ailsed suring the show or in other public spaces, including another company's booht or a hotel lobby. Show Management considers Outboarding and Suitasing to be unethicial business conduct and neither will be condoned or tolerated. Any infringement of these rules may subject offending individual or company to loss of benefits or other sanctions available to Show Management. Photorerabine and Videotanine

other sanctions available to Show Management. 10. Photographing and Videotaping An exhibitor may photograph or videotape his or her own booth before or after exhibit hall hours. Security arrangements for such activities must be made in advance, at the exhibitor's expense. An exhibitor may not photograph or videotape any other company's exhibit or presentation. Show Management reserves the right to review and delete any unauthorized photos and/or confiscate any digital camera, camera phone or other photography equipment and will not be held liable for such

actions.

11. Facility Maintenance
Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled, or otherwise fastened to
ceilings, walls, and doors, painted surfaces, or columns unless otherwise authorized by Show

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- illings, walls, and doors, painted surfaces, or columns unless otherwise authorized by Show anagement. No holes may be drilled, cored, or punched in building. No painting of sign, displays, or othero bijects is permitted in building. No adhesive-backed decals or similar items may be affixed to the building. Use of Kendall 105 or TC19100 carpet tape is required in the exhibit hall. All tape and residue marks must be removed from exhibit hall floors and disposed of immediately after Show. No tape of any kind will be permitted on carpeted surfaces. Walls, columns, and permanent building utility outlets are not part of booth space and are not to be used by Exhibitors. Helium balloons may not be distributed within the facilities but may be approved as permanent fixtures on authorized event displays. Request for use must be submitted to Show Management in writing; however, the final determination is made by the Convention Center. Use of glitter or confetti is strictly prohibited Other devices that weigh more than 500 psi in ton weight and are of a size that may exceed floor load limits will require the services of a special structural engineer and the approval of the Convention Center. All costs for this type d installation will be the responsibility of the Exhibitor. No equipment, signs, or other display devices may be attached to the ceiling, walls, beams, or trusses in the exhibit hall unless approved by the Convention Center and installed by the official show service curtator. All requests must be submitted in writing to Show Management 45 days prior to the show. All drapes, curtains, table coverings, skirts, carpet, and any materials used in exhibits must be flame retardant. g h
- All Grapes, cutens, east core core of the second se
- property so damages. 12. Right of Entry and Inspection Show Management shall have right at any time to enter licensed area occupied by Exhibitor or

otherwise inspect Extitutor's functions. 13. Booth Maintenance Exhibitors are required to maintain daily cleanliness of the booth. Cleaning of booths shall take place at times other than Show hours. Show Management will be responsible only for cleaning space and public areas. 14. Storage

14. Storage All supplies, handouts, literat 14. Storage All supplies, handouts, literature, and samples must be confined to the booth and NOT behind it. Packing crates and/or boxes are not permitted in booths during exhibit period, but these, when properly marked, will be stored, and returned to booth by service contractors. It is Exhibitor's responsibility to mark and identify their crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates and boxes. Due to Fire Code Regulations, it will be necessary to store empty crates and cartons outside the building. Every effort will be made to protect crates from the elements, but neither Show Management nor its service contractors will assume responsibility for damage to them.

TO service control of the service 15. Assignment of Space Snace assignment for the show in San Antonio, Texas will initiate on January 17, 2024. NCBA Allied

Industry members and NCBA's 2024 Trade Show Exhibitors will be given first preference in choosing booth spaces, provided their applications are received at the time of signup through April 1, 2024. Applications received atter April 1, 2024, will be assigned space in the order of date received, availability of requested space, amount of space requested, and the special needs and compability of exhibitors. NCBA will endeavor to assign space according to applicant's preference, but NCBA reserves the right to assign the next best substitute space when requested space is not available. Space is assigned on a first-come basis. It is agreed that if for any situation which arises beyond the control of NCBA, it becomes necessary to move an chibitor to a different location, this will be done to the best possible advantage of the Exhibitor and the Exhibitor will be notified. In the event of conditions beyond its control, NCBA reserves the right to rearrange the floor gip an and relocate any exhibit upon consultation with said exhibitor(s).

Theor plan and relocate any exhibit upon consultation with sear cannot be appreciated of the search of the search

17. Booth Equipment Standard booth equipment consists of drape assembled on aluminum stanchions and crossbars; high back drape and 3' high side drapes, a standard sign 7" X 44" bearing the name and booth number of the exhibitor for the backdrop. All additional decoration or construction will be at the exhibitor's excesse.

Number visus exhibitor's expense.
18. Eloor Covering
Booth spaces are not carpeted; aisles are. All booths require carpet or floor covering and must be
ordered or provided by the exhibitor, at the exhibitor's expense. If a floor covering is not in place by
two hours before the opening of the exhibitor's how Management will order the service and
charges will appear on the exhibitor's invoice.
2. Booth Pricine
Exhibit space is \$26 per sq. ft. or \$2,600 per 10 x10' exhibit space. This does not include any
premium costs that may apply. Enhanced Listings are \$250 per kisting. Corner spaces are \$250 per
corner and \$50 per 10 x10' of slind premiums will be applied on all island space. Discounts are not
applicable on premium island space. Exhibitor's individual spaces to create an Island Exhibit will pay
a premium perentage in addition to their booth purchase price. The premium will be set by NGAA.

applicable on premium island space. Exhibitors' individual spaces to create an Island Exhibit will pay a premium percentage in addition to their bodh purchase price. The premium will be set by NEBA. **20. Payment Schedule** The application becomes binding as a contract when executed by NCBA. If a contract is submitted at the 2024 Trade Show, you will be invoiced within 30 days following the show for the entire contracted amount. Contracts submitted after August 1, 2024 will be invoiced for the entire contracted amount. Contracts usbuinted after August 1, 2024 will be invoiced for the entire contracted amount. Contracts usbuinted after August 1, 2024, Must be accompanied by payment-in-full. Contracts will be accepted until space is sold out. Exhibitors may not occupy assigned space until all monies due NCBA are paid-in-full. Checks should be made payable to NCBA. **21. CancellatorNethend Policy** NCBA reserves the right to cancel exhibit space if full payment on a contract has not been received by August 1, 2024, or within 30 days of invoice, whichever comes last. Written notice of space cancellation must be submitted to NCBA prior to August 1, 2024, for a 50% refund of the monies paid. No refund will be made clays of invoice, whichever comes last. Written notice of space cancellation set by NCBA will revert to NCBA without obligation on the part of NCBA for any refund whatsoever. If exhibit materials have been delivered to the assigned booth, NCBA reserves the right to charge labor costs for removing said un-constructed exhibit materials. Charge for this labor will be borne by the exhibit materials have been delivered to the assigned booth, NCBA reserves the right to charge labor costs for removing said un-constructed exhibit materials. Charge for this labor will be

10 Charge labor Costs for removing and unconstructed status materials carge 1 and 1 and

must be covered or draped, or such will be draped by NCBA and billed to the exhibitor. Without exception, no banners, signs, etc. shall be hung from the ceiling by an exhibitor. 24. Installation of Exhibits Exhibits in the convention center will begin Saturday, February 1, at 8:00 am. All exhibits must be fully installed by Tuesday, February 4, by 2:00 pm. (Exhibits not set up by 2:00 pm may be assigned labor by NCBA to install or remove the exhibit from the hall. Labor expense for boots not installed by this time will be assumed by the exhibitor, All crates must be available for removal the exhibit exactly, February 4, by 2:00 pm. (Exhibits not stallation and dismantling personnel who wish access to the exhibit from remult installation and dismantling of the booth will be permitted in the exhibit area during move-in and move-out times. The times established are tentative and are subject to change by NCBA. 25. Interv Edument Moveila 2:00 pm. Trailer/Oversized Equipment move-in on Saturday, February 2. Bo and move-in on Saturday, February 2. By letting us know these needs in advance, Please note that heavy equipment, whiches, and trailers and the needs be stillable and evence. Please note that heavy equipment, whiches, and trailer Sute Saturday. February 2. By letting us know these needs in advance, we will be prepared to serve you in a timely manner.

timely manner. 26. Dismantling and Removal of Exhibits Exhibits must remain intact until the official close of the show set by NCBA (unless other

Exhibits must remain intact until the official close of the show set by NCBA (unless otherwise notified by NCBA). Alsie carpeting must be removed before crates and cartons will be delivered. All exhibits must be dismantled, packed, and ready for removal by Friday, February 7 at 12:00 pm. Exhibitors should complete all arrangements for proper pickup of all outbound shipments. FREEMAN will be available to assist exhibitors with these details. All freight not arranged by Friday, February 7 at 12:00 pm may be shipped by a carrier selected by FREEMAN back to the point of origin, expenses assumed by the exhibitor. Do not leave your property unattended in your booth during move-out! Exhibitors will be liable for storage and handling charges resulting from failure to remove materials at the end of installation and dismantling periods.

at the end of installation and dismantling periods. 27. Early Removal of Exhibit Not Allowed No exhibit shall be packed, removed, or dismantled prior to closing of Show without written permission from Show Management. If Exhibitor acts in breach of this provision it shall pay, as compensation for distraction to Exhibition's appearance, an amount equal to 1/3 of total space charge for the Exhibitor's allocated area, in addition to all sums otherwise due under this agreement Additionally, breach of this provision could result in less of Exhibitor's participation in future NCBA trade shows. For security reasons, any equipment removed from exhibit facility prior to official closing of Show shall require a special pass issued by Show Management.

Additionally, breach of this provision could result in loss of Exhibitor's participation in future NCBA trade shows. For security reasons, any equipment removed from exhibit facility prior to official closing of Show shall require a special pass issued by Show Management. **28. Installation and Dismantling Personnel** Unregistered installation and dismantling personnel wishing access to the exhibit floor must obtain a temporary work badge at Exhibitor Registration. Only individuals solely responsible for the construction and dismantling of the exhibit will be permitted on the Trade Show floor during move-in and move-out times. **29. Exhibitor Appointed Contractors ("EACS")** a. Any exhibitor using an EAC argress to notly Show Management of such appointment and agrees to indemmify and hold harmless Show Management, the Convention Center, and their respective officers, directors, employees, agents, independent contractors and representatives, from any and all liability or losses for any act, complaint, damage or loss to any other exhibitor, the exhibit hall, the property d'any contractor or any consequential damages arising out of any such act or loss from the time the EAC form string and EAC agarees to advise its EAC of all rules and regulations at the Show. Any exhibitor using an EAC agarees to advise its EAC of all rules and regulations. **b.** Any company using Exhibitor Appointed Contractor companies must provide NCBA with a certificate of linsurance, clearly stating the name of the exhibiting company. Certificate of insurance is required! Every exhibitor and Exhibitor Appointed Contractors sust provide NCBA with a certificate of linsurance, clearly stating the name of the exhibiting company. Certificate of insurance is required! Every exhibitor and Exhibitor Appointed Contractors rules provide NCBA with a certificate of visual approximation and englabitions of the shop including observance of the looa labor rules, regulations, and assurance that the non-official contractor will peresponsibl

Learning, will be in use online Exhibition KL.
2.1. Exhibit Staffing and Conduct.
Exhibits shall be staffed by qualified individuals who are bona fide company employees or legitim progressnatives. Exhibitors must be one their exhibit on time each morning and staff it throughout each day until show closing. Exhibit personnel shall wear professional attire consistent with the convention decorum.

convention decorum. <u>32. Registration and Housing</u> Each exhibiting company is entitled to THREE (3) COMPLIMENTARY registrations per each paid exhibit space (10:X10). Additional badges may be purchased for personnel in advance or on-site at the discounted registration fee. Exhibitor registrations must be received by the pre-registration all quest shibit space (10:X10). Additional badges may be purchased for personnel in advance or on-site at date. All on-site exhibitor registrations shall incur a late fee per registration. All equests for sleeping rooms, and/or suites with the approval of NCBA, shall be assigned on a first-come, first-served basis by NCBA's housing bureau. Exhibitor registration and hotel reservations will be available online to a companies exhibiting.

33. Sales Tax

companies exhibiting. 33. Sales Tax Sales Tax Sales Tax Sales Tax Parmits are required if you will be selling on-site at the trade show. Information on how to obtain application is included in the online Exhibitor KII. Each exhibitor is responsible for securing any licenses or permits required and for collecting and remitting all city and state sales taxes. NCBA reserves the right to restrict any asles activities that it deems inappropriate or unprofessional. 34. Playing or Reproduction of Music Exhibitor represents and warrants that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or "mechanical" means, by or on behalf of Exhibitor unerest shift or has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI) for such use. Exhibitor interves and warrant sthat it shall be fully responsible for the performance of all collegations under any agreement permitting the use of such music, including, but not limited to all collegations under any agreement from and against all claims, costs, and expenses, (including legal fees), demands and actions of every kind with respect to any breach of the foregoing representations and warrantite. 35. <u>Fire Protection</u> All booth decorations and materials must be flame retardant in accordance with the Convention Center regulations.

All both decorations and materials must be flame retardant in accordance with the Convention Center regulations. 36. Cooking, Vehicles, Insecticides/Pesticides Please make sure to review the Convention Center Fire Regulations in the Exhibitor Guide regarding the use of these products at your exhibit. 37. Product Information and Food and Beverage Samples Individual contracted companies interested in distributing product samples, circulars or advertising materials may only do so within the both space assigned to the exhibitor. Such materials shall not be distributed to the hotel rooms of the convention registrants without NCBA's point or approval or in any area of the convention facilities that is or is not an assigned area of NCBA. * All food/beverage samples distributed by NCBA, or its exhibitors are to be approved in advance by the official event caterer: * All food/beverage portions or samples distributed by NCBA, or its exhibitors shall not exceed two (2) ounces by weight. 38. Liabitity for Loss or Damage No parties to the foors, wails, or doors to deface or damage the exhibit area. The exhibitor respirators within the convention facilities are or other articles may not be affixed, nailed, or attached to the floors, wails, or doors to deface or damage the exhibit area. The exhibitor respirators within a contract shall be responsible for any injury, loss, or damage except if such injury arises from negligence or willful act of such party. Signs or other articles may not be affixed, nailed,

38. Liability for Loss or Damage No parties to this contract shall be responsible for any injury, loss, or damage except if such injury arises from negligence or willful act of such party. Signs or other articles may not be affixed, nailed, or attached to the floors, walls, or doors to deface or damage the exhibit area. The exhibit or hereby agrees to assume all risks relating to such property and shall hold NCBA harmless from all loss or

liability related thereof.
39. LABUTY / INDEMNIFICATION / INSURANCE
30. LABUTY / INDEMNIFICATION / INSURANCE
30. Exhibitor hereby assumes entire responsibility and hereby agrees to hold harmless, indemnify, and defend Show Management, Show Decorator and the Convention Center, and each of their respective, employees, officers, directors, and agents against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or cause by its installation, removal, maintenance, occupancy or use of the exhibit hall or a part thereof, or its operation or activities at the Show, excluding any such liability caused by the sole negligence of Show Management or the Convention Center and each of their respective employees and agents.
b. Exhibitor hereby RELEASES, AQUITS and FOREVER DISCHARGES and COVENANTS NOT TO SUE Show Management, (NAME) Convention Center, Show Decorator or any of their respective

- by its instaliation, removal, maintenance, occupancy or use of the exhibit hall or a part thereof, or its operation or activities at the Show, excluding any such liability caused by the sole employees and agents.
 b. Exhibitor hereby RELASES, AQUITS and FOREVER DISCHARGES and COVEMANTS NOT TO SUE Show Management, (NAME) coversion controls, from or unknown (Clatectwa), "Claims respective current or former officers, directors, authorized agents or staff, representatives, and their respective auditoriates, and use and all claims, causes or action, suits and/or demands for personal injury, death, or loss or damage to property, accured or to accrue in the future, known or unknown (Clatectwa), "Claims") relating to or arising out of any negligent, grossly negligent, strict liability and/or intertuinal or unintentional acts on the part of the Exhibitors appression, or axisgins for Claims arising from or related to Exhibitor's participation in the trade-show.
 C. Enhibitor assumes full responsibility and liability for the axions of tiself and its agents, employees, independent contractors and representify inclument acting and applying the generosia a they are incurred. Show Management, Show Decoration, and the Convention Center and each of their respective employees, followerd, and the convention contractors or representatives whether acting within or without the scope of their authority.
 Grothe protection and safety of the Exhibitor aris agents, employees, independent contractors, or representatives, or of their respective experive simployees, independent contractors, or incorvenience suffered by the Exhibitor.
 G. Show Management undertakes on duty to exercise during the simulation, use of their authority.
 Grothe protection and safety of the Exhibitor at Exhibitor's risk and expense. Any protection and safety of the axis on massism on on its part and shift or domage or destruction by file, accident, or other action and expense of their authori

Anal or Letter to the term of the solution, and show management's declard mande final and binding.
42. Photograph / Judio Recording / Interview / Release and Indemnity
The Exhibitor hereby grants permission to be photographed, videeed, with or without sound, audio recorded or interviewed in connection with his/her participation in the trade show. Exhibitor understands that the photographs and/or videos may be used by either Show Management, Show Decorator, Security Contractor, or Convention Center, or all of them, for commercial promotion in television, film, print, Intervet or in media to be invented in the future. Exhibitor hereby RELASES and agrees to DEFEND, Indemnify and Hold Harmless the individually and collectively Show management, Show Decorator and Convention Center for any Claims related to the photographs, videos, audio recordings or interviews, or any other media.
23. American with Disabilities Act (ADA)
Exhibitor represents and wardings. Exhibitor shall indemnify, hold harmless, and defend Show Management from and against all claims and expenses (including attorney's Sees) and costs, arising out of or related to Exhibitor's noncompliance with the ADA.

arising out of or related to Exhibitor's noncompliance with the ADA. 44. Enforcement of Regulations Show Management has full power to interpret and enforce all regulations of the Show and make amendments and/or further regulations considered necessary for its proper conduct. Such decisions shall be binding on Exhibitors. Failure to comply with these or any other regulations or amendments may be sufficient cause for Show Management to require immediate removal of exhibit and/or offending Exhibitors at expense of Exhibitors. Failure to comply may also result in foreiture of all further rights to exhibit at future shows sponsored by Show Management, together with all fees paid. Show Management may license any space so forfeited to another Exhibitor and retain all revenues collected.

revenues collected. 45. Conflicting Meeting and Social Events In the interest of maintaining attendance at official educational events and Show, Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of attendees, Exhibitors, invited guests from educational sessions or show during official event hours, which are defined within the Show Management's Affiliate Functions Policy. Events may be held outside these times but must conform to the Affiliate Functions Policy.

but must conform to the Affiliate Functions Policy. 46. Electrical and Furnishings Exhibitors shall pay all charges for electrical and other required utilities to the Convention Center. Arrangements for special electrical services must be made directly with Convention Center at least 21 days in advance of Show at expense of Exhibitors. All equipment requiring electrical current mus comply with electrical codes in the city where the Show takes place and all other applicable safety requirements, including Underwriters Laboratories approved. A two-wire lamp cord is not permitted. Arrangements for rental of booth furnishings, displays, or equipment must be made directly with the official service contractor at the expense of the exhibiting company. 47 Shinning

permitted. Arrangementation directly with the official service contractor at the expense or use extensions and 47. Shipping All shipments must be consigned to the official service contractor and marked for NCBA Trade Show Shipment(s) will not be accepted by the Convention Center until Saturday, January 27. Prior to this date, shipments sent to the Convention Center will be forwarded to the official service contractor at the expense of the Exhibitor. ⁴⁹ Cancellation or Postponement of Show

50. Notices

- date, shipments sent to the Convention Center will be forwarded to the official service contractor at the expense of the Exhibitor. **48.** Cancellation or Postponement of Show a. In the event that the Show is postponed due to any act or occurrence outside the control of Show Management or Exhibitor, whether such occurrence be an Act of God, common enemy, result of war, riot, civil commotion, labor dispute, terrorist action, government action, or at or conduct of any person or persons not party or privy to this Agreement, making the lilegal, impossible or commercially impracticable to hold the Show, then performance of parties under this Agreement shall be excursed for such period of time as is resonably necessary after such occurrence to remedy the effects thereof, and in any event, for duration of such postponement. b. In the event that such occurrence results in cancellation of Show, poliagious of parties under this Agreement shall automatically be terminated and all rental payments made under this licenses shall be refunded to Schibitor, estimated and all rental payments made under the Exhibitor refunds, additional expenses, or rotat share of expenses actually incurred by Show Management in connection with Show. Show Management reserves the right, with no liability to Exhibitor for funds, additional expenses, or rotat share of expenses actually lace of the Show upon two weeks' notice to Exhibitor, effective from the date of mailing of such notice. **49.** Applicable Law / Livisdiction / Yenue Exhibitor for the synchronic construction and enforceability of this Agreement. Exhibitors results any conflict of laws, with respect to any right of action arising under this Agreement. Exhibitors results on any conflict of laws, with respect to any right of action arising under this Agreement. Exhibitors results and avortal the resonase in force. Exhibitors agrees to any right of Alfored and Federal Districtions, and ordinances in force. Shibitor respect to any right of action arising under this Agreement. Exhibit

Show Management, show Decorator, or the Convention Center. 30 Notices All notices pertaining to this Contract must be in writing and will become effective when delivered and all notices pertaining to this Contract must be in writing and will become effective when delivered with reneeded recipient, ii) Letter sent by certified mail or by overnight carrier, return receipt requested, postage prepaid to intended recipient, ii) Hand-delivered with signed receipt, or by iii) Email transmission: Notice by email is effective when the two sender of the email has notice from the intended recipient that the email transmission was delivered. Notices to Show Management must be addressed a indicated in this Contract. Notices to the Exhibitor will be addressed to the Contact Person indicated on page 1. The names and addresses for the purposes of this section may be changed by giving written notice of such change in the manner provided in this paragraph for giving notice. Unless and until written notice is received, the last name and address stated in this Agreement will be deemed to continue in effect for all purposes. 51. Waiver by either party of any term, condition, or breach shall not constitute a waiver of any other term, condition, or breach of their agreement. Show Management rights shall not be deemed waived except as stated in writing and signed by an uthorized Show Management representative. 52. Severability

Values of except as stated in which gives a gives by an output construct show management represent 25. <u>Severability</u> In the event any provision of this Agreement is held invalid or unenforceable, then neither remaining provisions of this Agreement nor other applications of provisions involved shall be affected thereby.

affected thereby. 53. Agreement Subject to Terms of Show Management's License with Convention Center This Agreement between Exhibitor and Show Management is subject to terms of license between Show Management and the ger, and to terms of any and all agreements between Show Management and any other party relating to Show. Exhibitors shall not undertake any act or fail to fulfill any obligation that shall be in violation of said license or agreements.