

# EXHIBIT APPLICATION / CONTRACT



January 9 - 10, 2019  
NIU Convocation Center  
DeKalb, IL

IDEAg Group, LLC. 3080 Eagandale Place, Eagan, MN 55121 (Phone: 800-827-8007, Fax: 847-483-1379) www.IDEAgGroup.com

### APPLICANT INFORMATION

Contracting Corporate Name: \_\_\_\_\_  
 Name of Exhibiting Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State Zip: \_\_\_\_\_  
 Exhibit Contact/Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_ Toll-Free: \_\_\_\_\_  
 Company Website: \_\_\_\_\_  
 Marketing Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_ Toll-Free: \_\_\_\_\_

### BOOTH SELECTION

QTY	SIZE	STANDARD RATE
_____	10' wide x 10' deep	\$650

Minimum booth size, 10' x 10'; Booth size may vary depending on the location.  
 Booth includes an 8' high rear drape, 3' high side drapes, and one identification sign.  
 Shipping and ancillary costs are the responsibility of the Exhibitor.

Preferred Booth # \_\_\_\_\_ Total Booth Size \_\_\_\_\_ X \_\_\_\_\_

Companies we DO NOT want to exhibit near: \_\_\_\_\_

Companies we WOULD LIKE to exhibit near: \_\_\_\_\_

### Description of Products/Services to be Displayed

\_\_\_\_\_

By providing your email on this contract, you agree to receive general show communications and advertisement from show management, from its representatives and from official show vendors about current & future events, and also about other media which may be of interest to businesses and individual participants in your industry.

Exhibitor wishes to have a booth/exhibit at the event identified above ("Event"). By signing below, Exhibitor acknowledges receipt of the Contract and the IDEAg Group, LLC. Standard Terms and Conditions and agrees to the terms set forth on this page and to the terms and conditions included in the IDEAg Group, LLC. Standard Terms and Conditions which are incorporated by reference herein. This cover page, the IDEAg Group, LLC. Standard Terms and Conditions, and the Exhibitor Manual shall constitute the "Contract." This Contract shall be valid and binding only upon acceptance by IDEAg Group, LLC., which shall only occur when an authorized representative of IDEAg Group, LLC. sends a confirmation email. **ALL PAYMENTS ARE NON-REFUNDABLE.**

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

### PAYMENT METHOD

VISA  MC  AMEX  CHECK  
 Charge 50% now  Charge full amount now  
 Make checks payable to:  
 IDEAg Group, LLC.

Credit Card # \_\_\_\_\_

Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Name On Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

### FINANCIAL SUMMARY

Booth Charge \$ \_\_\_\_\_  
 TOTAL BOOTH COST \$ \_\_\_\_\_

**50% booth space deposit due with contract.  
 Balance due 10/15/2018.**

Fax Credit Card Payments to: 847-483-1379

Mail Checks to:  
 IDEAg Group, LLC.  
 3080 Eagandale Place  
 Eagan, MN 55121

### FOR INTERNAL OFFICE USE ONLY

Check # \_\_\_\_\_ Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_  
 Booth # \_\_\_\_\_ Sq. Ft. \_\_\_\_\_

Over for Terms & Conditions

# Northern Illinois Farm Show – January 9 - 10, 2019 / Terms and Conditions

IDEAg Group, LLC. and its affiliates, subsidiaries, officers, directors, employees and representatives are referred to herein collectively as "IDEAg." "Company" refers to the Sponsor or Exhibitor identified on the first page of this Contract.

## 1. Payment and Terms

All amounts due from Company must be paid in a timely manner by the deadlines established in the Contract. All payments are non-refundable. Failure to pay the amounts owed by the deadlines may result in termination of this Contract by IDEAg.

## 2. Cancellation

(a) By Company. Company will remain solely responsible for the total exhibit fee, along with all fees paid or payable by IDEAg with respect to Company, including without limitation costs associated with the booth, branding, advertising and similar expenses relating to Company's participation in the Event. These amounts shall be considered to be liquidated and agreed upon damages for the injuries IDEAg will suffer as a result of Company's cancellation. If Company reduces its space, IDEAg reserves the right to treat such reduction as a cancellation of the original space and purchase of new space, in which event the original booth cost will not be reduced or refunded and Company may be required to move to a new location. Cancellation notice must be made in writing to IDEAg Group, LLC., 1501 E Woodfield Rd, Ste 300W, Schaumburg, IL 60173 and postmarked no less than two weeks prior to the first day of move in. Certified mail return receipt is recommended, as verification of delivery may be required. Companies who have paid in full and cancel their space will retain their seniority for one year. Companies who are not paid in full will lose seniority. Companies who fail to provide written notice of their cancellation (no-show) will not be allowed to exhibit the following year. Companies that do not provide notice twice will be prohibited from exhibiting in the future.

(b) By IDEAg. If Company fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, IDEAg may terminate this Contract and Company's participation in the Event by providing Company with written notice of termination, and may reassign and/or resell Company's booth location to another party. No payments made by Company will be refunded under these circumstances.

(c) Of the Event. If IDEAg cancels the Event due to circumstances beyond its reasonable control, including without limitation acts of God, war, labor strike, government emergency or damage or loss of the Event facility, then this Contract shall be cancelled automatically. In such cases, Company's sole and exclusive remedy shall be to receive a pro-rata refund of the amount actually paid by Company under this Contract.

## 3. Use and Assignment of Space

The space contracted for is to be used solely by Company and Company shall not sublet or assign any portion of the space without IDEAg's approval. IDEAg will assign space to Company prior to the Event and will endeavor to take into account any requests by Company about its proximity to other exhibitors, but IDEAg cannot guarantee that all such requests will be honored. IDEAg RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS. IDEAg SHALL HAVE NO LIABILITY FOR ITS FAILURE OR INABILITY TO COMPLY WITH COMPANY'S REQUESTS, AND COMPANY SHALL HAVE NO RIGHT TO CANCEL THIS CONTRACT BECAUSE OF IDEAg'S FAILURE TO COMPLY WITH COMPANY'S REQUESTS.

## 4. Exhibit Content

The Event is designed to provide a showcase for goods and services either specifically designed for or customarily used by the industry served by the exposition. Company may not, under any circumstances, display or promote any goods or services other than its own goods and services of the kind described on page one of this contract. Company shall at all times conduct itself with decorum and good taste and in a manner compatible with the general character and objectives of the Event, and IDEAg reserves the right to close Company's exhibit, withdraw acceptance of the Contract, or require Company to change its personnel, exhibits, or promotional materials in the event Company violates this paragraph.

## 5. Distribution of Materials

Company may distribute samples and promotional materials only at its exhibit booth. Company shall not display any advertisements or promotional materials in areas outside of its booth space without the express written consent of IDEAg.

## 6. Company's Authorized Representative

Company must designate one person as its representative in connection with installation, operation and removal of its exhibit. The designated representative shall be authorized to enter into exhibition service contracts for which Company shall be responsible. The designated representative must be available throughout the Event and shall be responsible for keeping the exhibit neat, staffed and orderly at all times.

## 7. Compliance with Laws and Rules

Company assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health and for all applicable federal and state laws. Company shall also comply with all rules and requirements of the Event facility including without limitation any union labor work rules or agreements applicable to the Event.

## 8. Exhibit Rules and Regulations

Company will be provided with an Exhibitor Manual no later than 60 days prior to the opening of the show. The Exhibitor Manual and all rules and regulations included therein will become part of this Contract. All booth space must be arranged and constructed in accordance with the requirements in the Exhibitor Manual. If, in the sole opinion of IDEAg, Company's exhibit fails to conform to the Exhibitor Manual guidelines, the Company shall be in breach of this Contract and IDEAg may terminate this Contract as set forth in Paragraph 2. IDEAg further reserves the right to require Company to alter the exhibit before or during the Event, as IDEAg deems appropriate. Such changes shall be made at Company's expense and will be subject to IDEAg's prior approval.

## 9. Licenses/Permits

Company shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the Event. Company shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority in connection with their activities at the Event. COMPANY IS NOT PERMITTED TO MAKE SALES AT ITS BOOTH SPACE UNLESS IT HAS OBTAINED AND DISPLAYS A SALES TAX AUTHORIZATION AS REQUIRED BY LOCAL LAW. Company shall not permit the delivery of merchandise to the Event without IDEAg's written permission.

## 10. Use of Names and Logos

Company grants to IDEAg a limited, non-exclusive license to use, display and reproduce the name, trade names, and logos of Company in any directory, advertisements, websites, or promotional materials relating to the Event. IDEAg shall not be liable for any errors in such materials or for omitting Company from the same. IDEAg shall retain all ownership and copyrights to all materials it publishes for the Event. During the term of this Contract, IDEAg grants Company a limited, non-exclusive license to use IDEAg's name, the name of the Event and their associated logos on Company's website and other promotional materials solely for purposes of publicizing the Event, however, IDEAg's pre-approval of all such uses shall be required.

## 11. Music and Other Effects.

Company acknowledges that the use or performance of recorded or live music at the Event must be licensed from the copyright owner or its agent. Company takes full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless IDEAg from any damages or expenses (including reasonable attorneys' fees) incurred by IDEAg due to Company's use or performance of music. The use of sound, lighting, laser devices and similar items must be controlled and limited to the area within the Company's exhibit. Should any of these items interfere with the Event or other exhibits, IDEAg may require the Company to cease use of such items.

## 12. Functions During Exposition Hours

Company's booth will be open and fully staffed during all official Event hours. Company will not, nor will its employees or representatives, conduct any functions in private rooms during official Event hours.

## 13. Photography

The photographic rights for the Event are reserved to IDEAg. Any photography required by Company can be carried out at moderate charges by the official Event photographers designated by IDEAg. If Company wishes

to make its own arrangements for the photographing of its own exhibit, Company must obtain IDEAg's prior consent, which shall not be unreasonably withheld. IDEAg may take photographs of Company's exhibits, booth, and/or personnel at any time during the Event and IDEAg may use such photographs for any marketing or promotional purposes.

## 14. Installation and Removal

Company must install its exhibit before the opening of the Event. The exhibit must be dismantled and removed immediately after the Event's close and in all cases prior to the established dismantlement cutoff time in the Exhibitor Manual. Anything not removed by the stated deadline will be discarded at Company's cost. Exhibits shall not be dismantled prior to the Event's close.

## 15. Assumption of All Risks; Releases

Company shall be solely responsible for all risks associated with its participation in the Event, including without limitation, all risks of theft, loss, harm, damage or injury to persons or property, regardless of the cause. Company shall be solely responsible for its property and all losses and damages to its property. Company's responsibilities under this paragraph include sole responsibility and liability for all of Company's property and persons while in transit to and from the Event facility and while located in the facility.

Neither IDEAg nor its officers, directors, employees, contractors, vendors, agents, representatives or assigns, nor the owner or manager of the Event facility, shall have any liability to Company relating to the Event, regardless of cause or type of claim. Company expressly waives and releases all of them from any liabilities relating to or arising from any loss, damage or injury to persons or property.

Company shall be responsible for all costs and damages to the Event facility or the other Exhibitors' property which are caused by Company or its employees, personnel, agents or representatives, and shall promptly pay for the same.

## 16. Insurance

Company shall secure and maintain, at its expense, at all times during the Event, the following insurance with limits no less than listed below: (a) Workers compensation and employer's liability insurance in accordance with the laws of the State where the Event is located; (b) comprehensive general liability insurance for personal injury, contractual liability, and operation of mobile equipment, and products liability; (c) automobile liability insurance; and (d) sufficient insurance to protect the Company's personal property and the property of its employees, representatives, agents, servants, contractors, guests, licensees and invitees at the Event.

Class 1 Exhibitor (Exhibitors with a 10X10 booth that do not exhibit equipment or chemicals):

General Liability - \$1,000,000 each occurrence and \$2,000,000 each occurrence

Automobile Liability - \$500,000 each occurrence

Class 2 Exhibitor (All other exhibitors)

General Liability - \$1,000,000 each occurrence and \$2,000,000 each occurrence

Automobile Liability - \$1,000,000 each occurrence

Umbrella Liability - \$1,000,000 each occurrence

All such insurance shall be primary and shall name IDEAg and the Event facility owner and manager as additional insureds. All coverage shall be written on an occurrence basis. IDEAg RESERVES THE RIGHT TO PROHIBIT COMPANY FROM SETTING UP OR OPERATING ITS BOOTH WITHOUT HAVING PROVIDED A CERTIFICATE OF INSURANCE.

## 17. Indemnification

Company agrees to defend, indemnify and hold harmless IDEAg and the Event facility owner and manager and each of those parties' officers, directors, employees, agents and affiliates (collectively, "Indemnitees") from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments, including reasonable attorney's fees and court costs, recovered from or asserted against one or more of the Indemnitees (each, a "Claim") on account of injury or damage to person or property to the extent that any such Claim may be incident to, rise out of, or be caused, either proximately or remotely, wholly or in part, by (a) any act, omission, negligence or misconduct on the part of Company or of any of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees (excluding Indemnitees) at or in connection with the Event; (b) the violation by Company or of any of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees (excluding Indemnitees) of any law, ordinance or governmental order of any kind; or (c) the Company's violation or infringement of any patent, copyright, trademark or other intellectual property rights.

## 18. Limitation on Liability

Under no circumstances shall IDEAg or the Event facility owner or manager be liable for any lost profits, consequential, incidental, special, indirect or punitive damages for any reason. Under no circumstances shall IDEAg's liability for any reason exceed the amount actually paid by Company under this Contract. IDEAg makes no representations or warranties, express or implied, about the number and nature of attendees, other exhibitors, or any other matters relating to the Event, and IDEAg expressly disclaims the same.

## 19. Other Contracts

IDEAg may be subject to other contracts governing the Event, including contracts with the Event facility and contracts with certain contractors hired to perform exclusive services for the Event. Upon notice from IDEAg, Company shall observe the terms of all such contracts and, to the extent needed for the Event, Company shall use only those exclusive contractors to perform the type of services under contract.

## 20. Resolution of Disputes

In the event of a dispute or disagreement between Company and an official contractor, or between Company and a labor union or labor union representative, or between two or more exhibitors, or concerning the interpretation of the rules and regulations, the actions or decision concerning this dispute or disagreement by IDEAg intended to resolve the dispute or disagreement shall be final and binding on Company.

## 21. Integration

This contract contains the entire agreement between IDEAg and Company. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement or waiver or modification is sought will be enforceable.

## 22. Severability

In the event any provision in this Contract is deemed to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be considered severed from this Contract and the rest of the Contract shall remain in full force and effect.

## 23. Choice of Law and Forum

This contract shall be governed by the laws of the State of Illinois. Any action commenced by Company arising out of or relating to this Agreement, or arising out of or relating to the Event, shall be brought solely in the state circuit court in Cook County, Illinois or in the federal court in Cook County, Illinois, as appropriate, unless IDEAg consents in writing to another forum. Company consents to the jurisdiction of these courts for the resolution of any action arising out of or relating to this Contract, or arising out of or relating to the Event.

## 24. Other Rules and Regulations

IDEAg RESERVES THE RIGHT TO CHANGE THE EXHIBITOR MANUAL AND TO MAKE ADDITIONAL RULES AND REGULATIONS AS IT DEEMS TO BE IN THE BEST INTERESTS OF THE EVENT. IDEAg SHALL HAVE SOLE POWER TO INTERPRET, AMEND AND ENFORCE RULES AND REGULATIONS. THIS CONTRACT DOES NOT LIMIT THE REMEDIES AVAILABLE TO IDEAg IN THE EVENT OF A BREACH OF CONTRACT BY COMPANY, AND IN SUCH CASE, IDEAg MAY PURSUE ANY REMEDY AVAILABLE TO IT UNDER CONTRACT, BY LAW OR IN EQUITY.

The above Terms and Conditions are accepted by Company.

COMPANY: \_\_\_\_\_

By: \_\_\_\_\_ (Authorized signatory)

Date: \_\_\_\_\_