

- MANAGEMENT: The word "Management" as used herein shall mean The International Production & Processing Expo (IPPE), a partnership of U. S. Poultry & Egg Association (USPOULTRY), American Feed Industry Association (AFIA), North American Meat Institute (NAMI), its officers, committees, agents, or employees. USPOULTRY is responsible for show management.
- 2. OBJECTIVES OF THE EXPO: Exhibitor agrees with the objectives of the Expo. It is agreed by the Exhibitor and Management that the objectives of the Expo are educational and all products and services exhibited must be to further the educational needs of the industries represented by USPOULTRY, AFIA and NAMI and the individuals engaged in the respective industries.. Cash and carry sales are prohibited (any form of payment) unless specifically allowed in writing by Management.
- 3. ELIGIBLE EXHIBITS: Exhibits will be limited to those companies or other entities offering machinery, materials, products, or services of specific interest to registrants. Management reserves the right to determine the eligibility of any product for display. Exhibiting manufacturers, representatives, and/or distributors must list their participating principals as the exhibitors of record. Only the sign of the Exhibitor whose name appears on the contract may be placed on the booth. No exhibits or advertising will be allowed to extend beyond the space allotted to the Exhibitor, or above the back and side rails. Detailed Display Regulations are provided on Web site and included in the Exhibitor Manual.

4. RIGHT OF MANAGEMENT TO RESTRICT EXHIBIT:

Management reserves the right to restrict any exhibit which, because of noise or other reason, may become objectionable, and also reserves the right to prohibit or remove any display which, in the judgment of Management, may detract from the general character of the Expo. This reservation includes persons, things, conduct, printed material or anything of a character that might be detrimental to the Expo as a whole.

5. CANCELLATION/REFUND POLICY:

For cancellations, the following rules apply:

- Cancellation must be received by Exhibit Manager in writing.
- Prior to September 30, 2015, 50% refund of monies paid.
- After September 30, 2015, no refund given.

For space reductions, the following rules apply:

- Request for space reduction must be received by Exhibit Manager in writing.
- April 1 through September 1, 2015, refund of monies paid for relinquished contracted space given.
- After September 1, 2015, no refund given.

LIMITATION OF LIABILITY: Exhibitor agrees to indemnify 6. and hold harmless the Management, the Sponsors, Owners, Exhibition Hall Facility, and City in which the Exhibition is being held, and their officers, agents, and employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of any kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others. The Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors, whether resulting from fire, storms, acts of God, air conditioning/heating failure, theft, pilferage, mysterious disappearance, bomb threats or any other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk and should be safeguarded at all times. Management shall bear no responsibility for damage to the Exhibitor's property, or lost shipments either coming in or going out, or for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If Exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space costs. Exhibitor is advised to insure against these risks.

Exhibitor agrees that Management shall not be responsible or liable in any way in the event of any errors or omissions in the listings in the IPPE Directory, Pocket Program, or in any promotional material.

Management agrees to take reasonable precautions to protect exhibits between 5 p.m. and 9 a.m. during the Expo, but will not be responsible for any loss or damage to goods consigned to its care. Management shall not be responsible for the safety of property or person of the Exhibitor, his officers, agents, or employees from theft, damage by fire, water, accident or other cause.

7. **BOOTH SPACE**: Contract is for booth space only with inclusion of uniform sign with company name as designated on contract. This sign will be furnished by Management at move-in.

The contract agreement is between IPPE and the exhibitor, no third party agreements. An official representative from the exhibiting company must complete and sign the contract. Invoice and contract will be emailed to the exhibiting company.

All booths must be fully carpeted or furnished with an acceptable floor covering as approved by Management. This floor covering/carpeting may be furnished by the exhibitor or rented from a rental service company approved by the Management. Flooring must comply with the requirements of the American with Disabilities Act (ADA) and be made with fire retardant material.

Exhibitor has the option of supplying his furniture needs or renting from a rental service company approved by the Management.



Exhibitor agrees to have his booth and displays cleaned and otherwise put in order between the hours of 6 p.m. and 8 a.m. each day. GES has exclusive cleaning services.

The Georgia World Congress Center will furnish utilities, including electrical, compressed gas, and air. Payment is to be made to them by the Exhibitor upon completion of installation.

Carpentry and other labor may be provided by the Exhibitor or secured through the General Contractor of the Expo.

Cleaning services are exclusive to GES.

No pallet jacks are to be operated by anyone except GES.

Exhibitor agrees to abide by all rules of contracted booth type as specified in the Display Rules and Regulations stated in the Exhibitor Manual and on Web site.

Exhibitor shall not injure, mar or in any manner deface the floors, walls, fixtures, or any part of the building. If the Exhibitor, its agents, servants or guests, shall cause, by any act of omission or commission, anything to be done whereby the premises shall in any manner be injured, marred or defaced, the Exhibitor shall pay to the Building Management such sum as may be necessary to restore the premises to their previous condition.

Exhibitor agrees that there will be no visual projection on walls of show floor, connector or other public wall space.

Exhibitor is not allowed in another Exhibitor's booth without permission at anytime other than show hours. Should an Exhibitor be found in another Exhibitor's booth without permission, violating Exhibitor will be escorted from the Exhibit hall and may be barred from future Expos.

BOOTH SHARING: Exhibitor shall not share its space, or any 8. part thereof, with any other person, entity or organization. The booth shall contain and advertise only products or services manufactured, sold or distributed by the Exhibitor. In instances where articles or products are required for the proper demonstration or operations of Exhibitor's display, identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. The booth shall be occupied only by contracted Exhibitor company personnel. Technical/sales support staff from manufacturers represented or for products distributed by the contracted exhibiting company are permitted in the booth. Show Management reserves the right to cover any products not in compliance with the terms of this contract or remove such products from the exhibit floor at Exhibitor's expense. [The Exhibitor shall not accept payment from any third party in exchange for allowing such third party's products to be displayed in Exhibitor's booth space.] Nothing in the contract, however, shall prohibit an Exhibitor from being reimbursed by

a manufacturer for the actual costs incurred by Exhibitor in displaying products that are manufactured by a third party and distributed by contracted Exhibitor in the ordinary course of contracted Exhibitor's business. Upon the request of Management, Exhibitor shall provide Management with reasonable documentation relating to the products displayed in Exhibitor's booth or any payment Exhibitor has received in connection with Exhibitor's booth at the Expo. Decisions of Management shall in all instances be final with regard to use of any exhibit space. Nothing in the paragraph 4 will limit any other remedies available to Management under the contract.

9. DECORATION: Management will have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor that may require the replacing, redecorating, or rearrangement of any items or of any booths, and no liability shall be attached to Management for costs that may be incurred by the Exhibitor for compliance. An Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to Exhibitors in adjoining booths (no logos or graphics). If such surfaces remain unfinished at 6 p.m. of the day before the opening day of the Expo, management shall authorize the official decorator to effect the necessary finishing, and Exhibitor must pay all charges involved. In addition, if any display on which set-up has not been started by 8 a.m. of the opening day of the Expo, Management reserves the right to have such display installed at Exhibitor's expense. All exhibits must be ready two hours prior to the opening hour of the Exhibition. If is Management's sole discretion to move any exhibits after this time. No exhibit may be built or erected to exceed the height limitations as set forth in the Display Rules and Regulations included in the Exhibitor Manual and on the Web site. Any Exhibitor whose booth does not comply with Display Rules and Regulations may be required, at their own expense, to alter the display in order to conform to those rules and regulations. Failure to do so can result in termination of booth space for current Expo and loss of priority position assignment in the next Expo.

10. SAFETY AND FIRE LAWS: All applicable fire and safety laws and regulations as directed by the Georgia World Congress Center must be strictly observed by the Exhibitor. Exhibitors must comply with OSHA regulations, and all federal, state, and municipal fire codes which apply to places of public assembly. Cloth decorations must be flameproof. Wiring must comply with local fire department and underwriter rules, Crowding will be restricted. Aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations, or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted.

11. EXHIBITOR RELOCATION BY MANAGEMENT:

Management reserves the right to relocate Exhibitor in booths



other than those specified if in the best interests of the Expo; however, no change of location shall be made without full discussion with Exhibitor.

- 12. INSPECTION: Booths must be completed and ready for Show Management inspection prior to 6 p.m. on final move-in day. After the Expo opens, there will be no moving of materials in aisles or setting up booths during Expo hours.
- 13. LOTTERIES/CONTESTS: The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and on written approval from Management. No Exhibitor shall conduct any presentation of awards or prizes during the Expo that relates to a competition by students, professionals, or manufacturers of machinery or supplies that are technically innovative, without the written approval of Management.
- 14. PERSONNEL AND ATTIRE: Management reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interest of Exhibitors and the Expo. Further, Exhibitor expressly agrees that their booth will be staffed during open hours of the Expo. If booth is not staffed to full completion of the open hours of the Expo, Exhibitor will be given one warning. Exhibitor will lose seniority upon second violation. Exhibitor and their personnel will not conduct or host official hospitality or sales activity functions outside the Georgia World Congress Center during open hours of the Expo.
- 15. **EXHIBITOR CONDUCT**: The distribution of samples, souvenirs, publications, etc., or other sales materials or sales promotion activities must be conducted by Exhibitor only from within their booth unless otherwise authorized in writing by Management. Exhibitor shall not use roving exhibit or personnel. The distribution of any articles that interferes with the activities or obstructs access to neighboring booths, or that impedes aisles, is prohibited. Exhibitor presentations/demonstrations are to be conducted within the contracted exhibit space and not encroaching on the aisle or neighboring exhibits. It is the responsibility of each Exhibitor to arrange display, product presentation and demonstration areas to ensure compliance. No article containing any product other than the product or material made or processed or used by the Exhibitor in their product or service may be distributed except by written permission of Management. Infraction of this rule will result in the closure of their Exhibit. The Exhibitor shall conduct and operate their exhibit so as not to annoy, endanger or interfere with the rights of other Exhibitors and visitors. Any practice resulting in complaints from any other Exhibitor or visitor which, in the opinion of Management, interferes with the rights of others or exposes them to annoyance or danger, may be prohibited by Management.
- TIPS/GRATUITIES: Exhibitors are not to give tips or gratuities to any employees of the sponsor, facility or service contractors.

- 17. ALCOHOLIC BEVERAGES: Alcoholic beverages may be dispensed from exhibitor booths from 11 a.m. to closing. All alcoholic beverages at GWCC must be purchased through GWCC's approved vendor, Levy Restaurants. It is the responsibility of the exhibitor to ensure that all laws concerning the dispensing of alcoholic beverages are obeyed. IPPE does not accept responsibility for any actions undertaken by exhibitors with regard to the dispensing of beverages containing alcohol. Anyone displaying a STUDENT badge shall NOT be served alcoholic beverages of any kind, regardless of legal drinking age.
- 18. SOUND/MUSIC: In general, Exhibit may use sound equipment in booth so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Sound and noise should not exceed 85 decibels. Exhibitor should be aware that music played in booth, whether live or recorded, may be subject to laws governing the use of copyrighted compositions. ASCAP, BMI and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music. Exhibitors are responsible for said fees.
- 19. INSURANCE: Exhibitor shall purchase commercial general liability insurance, placed with a financially stable insurance carrier, which insures Exhibitor's operations and obligations under this agreement. Said policy shall have limits of no less than \$1,000,000 per occurrence. The foregoing insurance is a minimum requirement and shall in no way limit the liability of Exhibitor. Exhibitor shall furnish evidence (certificate of insurance) satisfactory to Management that Exhibitor has secured and is maintaining the foregoing insurance policy. Insurance must show coverage through show move-in dates, show dates, and move-out dates. Exhibitors utilizing an Exhibitor Appointed Contractor (EAC) for setup/dismantle of booth space must have the EAC provide evidence of insurance (certificate of insurance) in the amount no less than \$2,000,000 in general liability coverage.
- 20. **DAMAGES/CLAIMS**: All damages and claims that occur on site must be reported to Show Management prior to leaving the Georgia World Congress Center.
- 21. FAILURE OF EXHIBITOR TO OCCUPY SUBLICENSED SPACE: On failure of Exhibitor to occupy sublicensed space, Management shall have the right, if it so elects, and without notice, to occupy, or cause to be occupied, said space in such manner as Management shall deem best for the Expo. Exhibitor, however, remains liable for any loss suffered by such failure to occupy space.
- 22. **INTELLECTUAL PROPERTY**: Exhibitor and attendees are required to respect all intellectual property rights of products associated with the show. If Exhibitor is found to be in violation of the rights either by displaying a product in violation of intellectual Property Rights or by seeking to procure



information infringing on established rights by others, management reserves the right to hear and mediate claims therein resulting in the expulsion of the violators from the show. Likewise, attendees violating said policy will be removed from the premises.

- 23. **PHOTOGRAPHY**: The taking of photographs is strictly prohibited except for booth photography contracted through the Official Show Photographer, and accredited members of the press. An Exhibitor or Attendee may not photograph or video tape the exhibits or products of other Exhibitors without their written permission. Photographs, images and photographic devices will be confiscated and those individuals in violation of this rule may be escorted from the Expo and their Expo credentials revoked. Exhibitors wishing to make their own arrangements for the photographing of their exhibit must notify Show Management in advance of the show and whose permission shall not be unreasonably withheld.
- 24. CARE AND REMOVAL OF EXHIBITS: Management will maintain the cleanliness of all aisles. Exhibitor must, at their own expense, keep exhibits clean and in good order. GES has exclusive cleaning services. No pallet jacks to be operated except by GES. All exhibits MUST REMAIN FULLY INTACT until the Expo has officially ended at the Georgia World Congress Center. Exhibits must be removed from the building by the time specified in the Exhibitor Manual. In the event any Exhibitor fails to remove their exhibit in the allotted time, management reserves the right, at the Exhibitor's expense, to ship the exhibit through a carrier of management's choosing or to place the same in a storage warehouse subject to the Exhibitor's disposition or make such other disposition of this property as it may deem desirable without any liability to Management.
- 25. ADMISSION: Admission is open to adults affiliated with the industry served by the Expo. Management reserves the right to refuse admission to anyone who cannot prove service in or to the industries represented. Management reserves the right to remove any person whose interests are contrary to the representing good practices of that industry. No person under 16 years of age shall be admitted on the Expo floor during show move-in or move-out. Persons aged 16 to 17 must be accompanied by an adult at all times during show move-in and move-out. Persons under the age of 18 must be accompanied by an adult at all times while on the floor of the show during show hours. Headphones, skateboards, skates, roller shoes (heelys), etc., are not allowed due to safety issues.
- 26. RESOLUTION OF DISPUTES: In the event of a dispute or disagreement between: Exhibitor and an Official Contractor; or between Exhibitor and a Labor Union or Labor Union Representative; or between two or more Exhibitors; all interpretations of the rules governing the Expo, actions, or decisions concerning this dispute or disagreement by

Management intended to resolve the dispute or disagreement shall be binding on the Exhibitor.

- 27. TERMINATION OF EXPO: In the event that the premises in which the Expo is or is to be conducted are, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Expo or the performance of Management under the contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, this contract and/or the Expo (or any part thereof), may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates this contract and/or Expo (or any part thereof) as foresaid, then Management may retain such part of an Exhibitor's rental as shall be required to recompense it for expenses incurred up the time such contingency shall have occurred and there shall be no further liability on the part of either party. For purposes hereof, the phrase, "cause or causes not reasonably within control of Management" shall include, but not by way of limitation: fire; casualty; flood; epidemic; earthquake; explosion or accident; blockage; embargo; inclement weather; governmental restraints; restraints in civil defense or military authorities; act of public enemy; riot or civil disturbance; strike; lockout; boycott; or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment, local State or Federal laws, ordinances, rules, orders, decrees, or regulations, whether legislative, executive or judicial and whether constitutional or unconstitutional, or Act of God.
- 28. **AMENDMENT TO RULES**: Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. Management shall have full power in the matter of interpretation, amendment, and enforcement of all said rules and regulations, and that any such amendments, when made and brought to the notice of the said Exhibitor, shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.
- 29. **DEFAULT**: If Exhibitor defaults in any of their obligations or covenants under the contract, including without limitation any Exhibition Rule or Regulation promulgated pursuant to the contract, Management may, without notice, terminate the agreement and retain all monies received on account as liquidated damages. Management may thereupon direct Exhibitor forthwith to remove its employees, agents or servants, and all of their articles of merchandise and other personal property from the space contracted for and from the Exhibition hall.



30. AGREEMENT TO RULES: Exhibitor, and their Employees, and Representatives, agree to abide by all Rules and Regulations, including building rules and regulations, as well as display rules and regulations, as outlined in the Exhibitor Manual. If Exhibitor breaches any of its obligations or covenants under the Contract, including without limitation any Exhibition Rules or Regulations, Management may, without notice, (i) terminate this agreement and retain all monies received on account as liquidated damages; and (ii) direct Exhibitor to remove its employees, agents or servants and all of its articles of merchandise and other personal property from the Exhibition Hall; and (iii) prohibit Exhibitor from any future International Production & Processing Expo, and (iv) deny Exhibitor seniority point for that year's participation in the Expo; and (v) any other remedy available in law or equity.