



2023 FARMER2FARMER

December 12-14, 2023

Omaha, NE

CHI Health Center

Application to Secure Exhibit Space

BOOTH CONTACT INFORMATION

Company Name: _____

*As you would like it listed in Farmer2Farmer publications & signage

Address: _____

City: _____ State: _____ Zip Code: _____

Primary Contact: _____ Phone: _____ C: O:

Email: _____

Onsite Contact: _____ Cell Phone: _____

PRICING (per 10x10 Booth)

1-5 Booths \$2,000

6-15 Booths \$1,850

16-26 Booths \$1,350

26-50 Booths \$1,200

51+ Booths \$1,000

**Universities, Affiliate, Non-Profit & Government Agencies receive a 50% Discount*

PAYMENT:

Invoices will be sent to Primary Contact on June 30, 2023 or within 5 Business days of completed agreement.

Preferred Form of Payment:

Credit Card Check ACH/Wire Transfer

The full booth payment is due on or before November 22, 2023. All booth applications received after November 22, 2023, must be paid in full within 10 days of the completion of this application.

BOOTH SIZE:

Quantity of 10x10 booths requested: _____ or Booth Size: _____ ft. x _____ ft.

CANCELLATION POLICY:

The exhibitor must notify FBN in writing before November 22, 2023 with intention to cancel or withdraw from the event. The exhibitor will be refunded 50% of booth rental fees.

For cancelations after November 22, 2023, the exhibitor will be obligated to pay the total rental cost of the exhibit booth. NO REFUNDS WILL BE AWARDED AFTER THIS DATE.

SIGN & RETURN CONTRACT TO:

FBN's Events Team

F2Fexhibitor@farmersbusinessnetwork.com

The undersigned acknowledges that this form (the "Application") is an offer by the company or organization listed above ("Exhibitor") to contract to exhibit with FBN® at the Event and that Exhibit Space will be assigned on a first-come, first-serve basis, with preference given to exhibitors with a history of participating at Farmer2Farmer Events and to corporate supporters of FBN. The Application shall become binding (the "Agreement") upon acceptance by FBN as illustrated by FBN's signature and return of a signed copy to the Exhibitor. As the Exhibitor, I have read and agree to abide by the rules and regulations of the 2023 Farmer2Farmer Event which are deemed part of this contract.

The staff working the Event on behalf of Exhibitor will be informed of and will abide by the rules and regulations governing the event. Exhibitor Resources, Rules and Regulations and any other rules promulgated by Show Management are hereby incorporated by reference and become 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 Exhibitor and hereby agrees to all terms and conditions set forth herein.

Signature: _____ Date: _____

Name: _____ Title: _____

FOR FBN USE ONLY:

Signature: _____ Date: _____

Name: _____ Title: _____

2023 FARMER2FARMER RULES & REGULATIONS

1. Agreement

By signing the Application for Exhibit Space, Exhibitor agrees to abide by these terms, the Event rules and regulations and all amendments thereto and decisions of Show Management, which are hereby incorporated by reference. Amendments and all subsequent correspondence shall be binding on Exhibitors equally with all rules and regulations. 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" refers to Farmer's Business Network, Inc. ("FBN"), its respective directors, officers, and staff, CHI Health Center, its respective directors, officers, and staff, and on-site security staff. The term "Exhibit Hall" shall mean the assigned facilities in the CHI Health Center (hereinafter referred to as "Convention Center"). The term "Tradeshow Services" shall refer to Sonburst Communication. The term "Exhibit Space" shall mean the Exhibit Hall space allocated to Exhibitor for the duration of the Event. The terms "Event" "Tradeshow" or "Experience" shall mean the collection of meetings, exhibits and displays in the exhibit hall and convention center meeting rooms at FBN's annual event, Farmer2Farmer to be held over the dates of December 12-14, 2023. "Show Hours" shall mean the posted hours during which the Exhibit Hall will be open to the Event attendees. Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

2. General

The term of this Agreement shall be from date it is fully executed by both Parties ("Effective Date") until the conclusion of the Event, including any load out periods.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT EXHIBITOR WILL EXPERIENCE ANY PARTICULAR FINANCIAL OR BUSINESS RESULT. FURTHERMORE, FBN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE EVENT, INCLUDING WITHOUT LIMITATION ACTUAL ATTENDANCE NUMBERS, SPEAKERS, ETC.

3. Governing Law; Arbitration

This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. In the event of a dispute which cannot be resolved through discussion between the parties, the parties agree that any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this covenant to arbitrate, shall be determined by arbitration in Omaha, Nebraska by one arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, Except that each party hereby agrees that, in the event the other party fails to submit a response to any Arbitration Demand filed and served, the allegations made in the Arbitration Demand shall be deemed admitted by the non-responding party. Judgement on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. By agreeing to arbitrate any and all disputes arising out of or relating to this Agreement, both parties are agreeing to proceed before a neutral arbitrator and are giving up their right to litigate any disputes before a judge and/or a jury. The parties shall maintain the confidential nature of any arbitration proceeding and award, including the actual documentary and oral testimony elicited at the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

4. Confidential Information

This Agreement, its terms and conditions, and any and all information disclosed to the other party in connection with this Agreement are the confidential information of the parties and may not be disclosed except with the prior approval of the other party, except that either party may disclose the existence of this Agreement to its affiliates, officers, directors, employees, consultants, agents, advisors and actual or potential investors or lenders with a need to know.

5. Space Rental

The exhibitor fee ("Fee"), according to the pricing and requested booths listed on page 1 of this Agreement, includes an Exhibit Space as defined on the show floor plan and a floor marker showing the Exhibitor's booth number. The fee is due by the dates listed on page 1 of this Agreement or no later than 7 days before the start of the Event, whichever is earlier. Only one company name per booth will be listed on and in official 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 the 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 email address, which may appear in any Show Management poster, slide or other event material.

6. Marketing Collateral & Publicity

Upon request, each Party shall provide the other with its marketing collateral and branding materials ("Marketing Materials") for use in connection with this Agreement. Use of FBN's Marketing Materials requires approval prior to publication or use. No prior approval is required for FBN to use Exhibitor's Marketing Materials in advertising or materials for the Event. The Parties grant each other a non-exclusive, non-assignable, sub-licensable, royalty free license to use, reproduce, distribute and publicly display the other's approved Marketing Materials solely for the purposes contemplated by this Agreement. Except as otherwise prohibited or restricted under this Agreement, either Party may publicize Exhibitor's attendance and participation in the Event.

This Agreement does not constitute an endorsement or recommendation by FBN of Exhibitor, and at no time shall Exhibitor make any representations to the contrary. Furthermore, except as otherwise limited herein, nothing shall constrain FBN's ability to provide independent and unbiased information to its members about Exhibitor and its offerings, whether that information is positive or negative.

7. Booth 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, wine or liquor may be served by Exhibitor without prior written permission from Show Management.
- All sales activities, demonstrations, promotions and circulation of marketing materials must be confined to the limits of Exhibitor's contracted booth space. Equipment and displays must not cause any restriction of orderly flow of traffic in aisles or emergency paths.
- Exhibitor is not allowed to conduct activities that could be considered illegal, such as games of chance, under the laws of the city and state where the Event is held.
- Exhibits which include operation of musical instruments, radios, sound motion picture equipment, public address systems, or any noise-making machines must be operated so resulting noise will not annoy or disturb adjacent Exhibitors or their patrons.
- Smoking and vaping is prohibited in all meeting and exhibit areas.
- Exhibition of live animals is subject to additional approval, which may be withheld in FBN's sole discretion, and additional agreements. FBN's execution of this Agreement shall not constitute approval.

8. IP Ownership

The FBN Network and associated intellectual property are and will remain the sole and exclusive property of Company. Vendor's associated intellectual property is and will remain the sole and exclusive property of Vendor. Any modifications, improvements, enhancements or derivatives of or to a party's products or services by the other party during performance of this Agreement will be retained and is the sole and exclusive property of the party owning the underlying product or service.

9. Exhibit Violations & Termination

FBN reserves the right to reject, eject or prohibit any exhibit in whole, or in part, with or without cause. Any exhibitor violating policies will be prohibited to exhibit.

a. Termination with Cause

- If at any time, in the sole opinion of Company, Vendor becomes the subject of a public disrepute, contempt, scandal, etc, that affects in Company's sole judgment Vendor's image or goodwill, or which may otherwise damage Company's reputation by association, or if Vendor engages in any practices which are antithetical to Company's Farmers First™ philosophy, then Company may, upon written notice to Vendor, immediately suspend or terminate with cause this Agreement and Company will refund the Fee attributable, in Company's sole judgment, to the Services not yet rendered by Company. Notwithstanding anything to the contrary, if an action or omission by Vendor, which causes Company to terminate under this provision, occurs within 75 days of Farmer2Farmer, Vendor is not entitled to any refund of the Fee.
- In the event that Farmer2Farmer2022 does not occur, Vendor may, upon written notice, terminate this Agreement in whole or in part, and Company will refund the Fee attributable, in Company's sole judgment, to the Services not yet rendered by Company, within thirty (30) days of Vendor's written notice. FBN reserves the right to reschedule the Event.

b. Termination without Cause

- Except as specified above, Vendor may terminate this Agreement at any time and for any reason by providing written notice; provided, however, that Vendor will not be entitled to a refund of any of the Fee.
- Except as specified above, Company may terminate this Agreement at any time and for any reason by providing written notice and Company will refund Vendor the Fee attributable, in Company's sole judgment, to the Services not yet rendered by Company.

10. 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 Management.

- No holes may be drilled, cored, or punched in building.
- No painting of signs, displays, or other objects is permitted in building.
- No adhesive-backed decals or similar items may be affixed to the building.
- Walls, columns, and permanent building utility outlets are not part of booth space and are not to be used by Exhibitors.
- No crates, packing materials, wooden boxes, and other highly combustible materials may be stored in exhibit hall, meeting rooms, or fire exit areas.
- All Rules and Regulations of the CHI Health Center must be followed. The Facility reserves the right to Terminate Vendors that do not adhere to these rules and regulations. Full Facility rules and regulations can be found at <https://chihealthcenteromaha.com/facility-rules-and-regs-2/>



2023 FARMER2FARMER RULES & REGULATIONS

11. Booth Maintenance

Exhibitor is 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 aisle space and public areas.

12. Booth Equipment

Standard booth equipment consists of drape assembled on aluminum stanchions and crossbars; 8' high back drape and 3' high side drapes, booth number identified for contracted space, (1) 8' Skirted Table, and (2) Basic Chairs. All additional decoration or construction will be at the exhibitor's expense. Electricity service and A/V equipment will be the sole responsibility of Exhibitor and electricity service must be booked through Tradeshow Services.

13. 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 Show Hours, 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.

14. Large Equipment & Vehicles

Equipment and Vehicles which are part of a display must be coordinated with FBN's Event Management Team. Equipment and Vehicles will be allowed in the CHI Health Center after conforming the following with all fire/safety rules and regulations:

- Specific area for vehicles is identified on the floor plan.
- The equipment or vehicle engine will not be operated when the building is occupied.
- A maximum of 5 gallons of fuel per vehicle/equipment when entering the building.
- The fuel fill cap is secured with a lock or securely taped with a material that is non-petroleum soluble.
- The battery cables are disconnected from the battery and the battery terminal will be securely covered.
- The vehicle will be securely locked when unattended.
- An approved fire extinguisher will be located in the immediate vicinity.
- The Fire Marshal's office may inspect the vehicles prior to the building being opened to the general public.

15. Delivery, Instillation & Dismantle of Exhibits

Exhibitor is responsible for arranging the deliver, removal, Instillation, and Dismantle of their equipment and display materials to and from the exhibit hall. Information for making advanced or direct shipments, set-up, teardown, and other event logistics will be provided in the online Exhibitor Kit on farmer2farmer.ag.

Any portion of an exhibit that obstructs the view (island and equipment booths are an exception), interferes with the privileges of other exhibitors, extends beyond the designated booth space or for any reason becomes objectionable at the discretion of Show Management, must be immediately modified or removed by the Exhibitor and/or Show Management. Unsightly back walls visible from the side on corner booths must be covered or draped, or such will be draped by Show Management and billed to Exhibitor. Without exception, no banners, signs, etc. shall be hung from the ceiling by Exhibitor, and must be coordinated with Tradeshow Services.

Exhibits must remain intact until the official close of Show Hours (unless otherwise notified by FBN).

16. Event Tickets

Exhibitor will receive two (2) complimentary, full-event tickets to the Event per 10x10 booth to be used by Exhibitor employees only. Additional tickets for employee use only may be purchased from FBN at a discounted price.

17. Sponsorships and Speaking Sessions

Any additional Sponsorships or speaking are subject to all Exhibitor Rules and Regulations, along with additional Rules and Regulations agreed upon in a separate Agreement.

If interested in additional opportunities, reach out to F2Fexhibitor@farmersbusinessnetwork.com

18. Agreement Subject to Terms of Show Management's License with Convention Center

This Agreement between Exhibitor and FBN is subject to the terms of license between FBN and CHI Health Center, and to the terms of any and all agreements between FBN and any other Party relating to the Event. Exhibitors shall not undertake any act or fail to fill any obligation that shall be in violation of said license or agreements. For all Facility, FBN, and other Rules and Regulations part of the Event, visit farmer2farmer.ag/exhibitor-rules-regulations or see the online Farmer2Farmer Exhibitor Kit.

For all Facility, Company, and other Rules and Regulations apart of the Event, visit farmer2farmer.ag/exhibitor-rules-regulations or see the online Farmer2Farmer Exhibitor Kit.

19. Insurance

Exhibitor shall maintain and keep in force during the term of the installation, use of Convention Center, and move-out dates. Insurance of the types and in the amounts described below:

- Commercial General and Umbrella Liability Insurance. Exhibitor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Tradeshow. If the Exhibitor is bringing large mobile equipment to the Tradeshow, the limit shall be \$5,000,000. Show Management and the Convention Center shall be included as additional insureds under the CGL and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Show Management and the Convention Center.
- Workers Compensation Insurance. Exhibitor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Exhibitor waives all rights against Show Management and the Convention Center and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella liability insurance obtained by Exhibitor pursuant to this Paragraph 19.
- Commercial Property Insurance. Commercial property insurance covering the full replacement cost of any equipment or other property of Exhibitor's brought to the Tradeshow. Exhibitor hereby waives any recovery of damages against Show Management and the Convention Center (including their employees, officers, directors, agents, or representatives) for loss or damage to any equipment or other property to the extent covered by the commercial property insurance required by this Paragraph 19.

Exhibitor hereby waives any and every claim which arises, or may arise, in its favor and against Show Management and/or the Convention Center, and each of their respective employees, officers, directors and agents for all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Exhibitor agrees to hold on file a certificate of insurance that must certify the coverages, limits, and entities insured as set forth in this Exhibit Contract. Show Management reserves the right to request a copy of the certificate of insurance at any time prior to, or on-site at the Event.

20. Indemnification

Each Exhibitor is charged with having knowledge of all Federal, State, and local laws, ordinances, codes, and regulations pertaining to health, fire prevention, public safety, copyright and sales tax, while participating in the Tradeshow. Compliance with such laws is mandatory for all Exhibitors, and sole responsibility is that 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 operation are concerned.

Exhibitor hereby assumes entire responsibility and hereby agrees to hold harmless, indemnify, and defend Show Management against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibit hall or a part thereof, its operation or activities at the Tradeshow, or its breach of the foregoing representations, warranties, rules, or regulations excluding any such liability caused by the sole negligence of Show Management or the Convention Center and each of their respective employees and agents. Exhibitor assumes full responsibility and liability for the actions of itself and its agents, employees, independent contractors and representatives, whether acting within or beyond the scope of their employment.

Show Management undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the Exhibitor, or its agents, employees, independent contractors, or representatives, or for their respective property used in connection with the Tradeshow, from theft or damage or destruction by fire, accident, or other cause. Small and easily portable articles shall be properly secured or removed after Show Hours and placed in safekeeping by the Exhibitor at Exhibitor's risk and expense. Any protection exercised by Show Management shall be deemed purely gratuitous on its part and shall not be construed to make it liable for any loss or inconvenience suffered by the Exhibitor.

Show Management shall not be liable to Exhibitor in excess of consideration paid by Exhibitor exclusive of deposit, for breaches of conduct or tortious conduct by Show Management, whether acting within or without the scope of their authority, or by general public.

Show Management assumes no responsibility or liability for any services performed or materials delivered by official show contractors or other suppliers to Show, their personnel or their agents. Any controversies that may arise between Exhibitors and official contractors, or personnel of either, shall be referred to Show Management for resolution, and Show Management's decision shall be final and binding.

21. Notices

All notices pertaining to this Contract must be in writing and will become effective when delivered and received by the intended recipient by one of the following methods: i) Letter sent by certified mail or by overnight carrier, return receipt requested, postage prepaid to intended recipient, ii) Hand delivered with a signed receipt, or by iii) Email transmission: Notice by email is effective when the sender of the email has notice from the intended recipient that the email transmission was delivered. Notices to Show Management must be addressed to 388 El Camino Real, San Carlos, CA 94070, or legal@farmersbusinessnetwork.com. Notices to the Exhibitor will be addressed to the Primary Contact 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.

22. Waiver

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 authorized Show Management representative.

23. Severability

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.

