

Exhibitors shall be bound by the AG EXPO's rules and regulations set forth herein and also the rules printed in the Exhibitors Service Manual as published by the General Service Contractor, and by such amendments or additional rules and regulations established by the AG EXPO.

**BOOTH SIZE:** Display booths are 10 feet deep by 10 feet wide. Booth draping (blue) is 8 feet high at the back of the booth and 3 feet high on the sides. Carpet will not be provided but may be rented from the General Service Contractor.

**BOOTH COST:** The cost of each 10' X 10' display booth \$1,200. There are rates for Early-Bird pricing and multiple booths. Please refer to the current year Sponsorship Prospectus for the Exhibitor Contract for pricing options.

**HEIGHT, WEIGHT, AND SPACE RESTRICTIONS:** All displays, including any trucks or equipment must be set up inside the boundaries of the assigned contracted space. If an exhibitor brings items that do not conform to the boundaries, the AG EXPO reserves the right to prohibit the display, reassign the display location, and/or assess an additional fee for the extra space. All exhibitors must adhere to the height and weight restrictions published by the General Service Contractor.

**LIGHTING AND ELECTRICAL:** All electrical requirements will be handled through the General Service Contractor (see below). The General Service Contractor will provide each exhibitor an exhibitor service manual with specific information upon request and is also available on the AG EXPO official website.

**FREIGHT ACCESS:** There is a freight door available. For assistance with unloading, contact the General Service Contractor personnel at the show site.

**ACCESS, INSTALLATION, AND REMOVAL:** Large equipment move-in will begin at 8am on Tuesday, January 21, 2025. Exhibitor setup will begin at noon on Tuesday, January 21. Booth teardown begins at 3pm on Thursday, January 23 and continues until 6pm. If any exhibitor needs to remove any items after 6pm on Thursday, January 23, they will need to speak to MN AG EXPO organizers prior to 3pm on Thursday, January 23. **EARLY TEARDOWN OF BOOTHS AND EARLY REMOVAL OF TRUCKS/LARGER EQUIPMENT IS NOT PERMITTED.**

**The event venue and contractor** for the 2025 MN Ag Expo: Mayo Clinic Health System Event Center, One Civic Center Plaza, Mankato, MN 56001 – 507-389-0000 – [mchseventcenter.com](http://mchseventcenter.com)

Exhibitors shall be bound by the AG EXPO's rules and regulations set forth herein and printed in the Exhibitors Service Manual and by such amendments or additional rules and regulations established by the AG EXPO.

**1) Assignments and Contract for Space** By contracting for exhibit space, the applicant releases the AG EXPO and its agents from any and all liabilities to applicants, their agents, licensees, or employees that may arise or be asserted as a result of submission of an application or participation in this exhibit. The AG EXPO determines the eligibility of any company or products for exhibit. Only authorized equipment, products, and services that have a direct application to the attendees of the AG EXPO will be considered for exhibit. No persons other than the Exhibitor's employees may exhibit or solicit business in the assigned space at the AG EXPO. Determination of the applicability of any equipment, product, or service rests solely with the AG EXPO, whose decision shall be final. Acceptance of an exhibit contract does not imply endorsement by the AG EXPO or its directors, employees, volunteers, contractors, agents, or assigns of the applicant's equipment, products, services, or manufacturing. Whenever possible, exhibit space assignment will be made by the AG EXPO in keeping with the desires of the applicant. However, final determination of exhibit space assignment is reserved by the AG EXPO, and assignments will be made or changed in the best interest of the trade show as determined by the AG EXPO management's sole discretion. This contract for space becomes valid when the exhibiting agent have has affixed their signature and information to the contract and payment has been received. If payment, or proof of intent to pay, is not received within the prescribed time limit, the contract is considered void and the exhibit space can be reassigned. No refund will be made for space that is contracted for but not used, or for space that is unused during any portion of the exposition hours. Should exhibit space remain unoccupied at the opening of the trade show, the AG EXPO may lease or use the space for other purposes without obligation or refund.

**2) Arrangement of Exhibits** Exhibit construction and arrangements will be governed by the official AG EXPO rules and regulations, which become part of this contract. Exceptions will be permitted only by written request of the exhibitor to the organizers of the AG EXPO. Such requests must be made no later than 30 days prior to the opening of the trade show. Exceptions that are acceptable to neighboring exhibitors who will be affected by the exceptions are permitted by the AG EXPO, provided neighboring exhibitors verbally agree to the exception to AG EXPO organizers. Unapproved exceptions and violations of display rules and regulations that exist when the AG EXPO conducts its inspection prior to the trade show opening must be corrected before the trade show opens. Failure to do so can

result in the removal of the offending exhibitor at the exhibitor's expense. The exhibit space provided will be as shown on the official floor plan insofar as possible, but the AG EXPO reserves the right to make changes at any time in location, size, and display limits of the exhibit area if this serves the best interest of the trade show.

**3) Assignment and Subleasing** The exhibitor agrees not to assign, sublease, permit the use of, or apportion in whole or in part the leased space. The exhibitor shall not exhibit therein, or permit any other person or party to exhibit therein, any equipment, products, goods, apparatus, services, or manufactured matter of any kind—whether or not performed or distributed by the exhibitor in the regular course of the exhibitor's business—on behalf of the other company, except upon the AG EXPO's prior written consent, which consent may not be unreasonably withheld. In the event the AG EXPO consents to such an assignment, sublease, use or apportionment, the exhibitor shall not be relieved of or released from any of its obligations or duties under the sublease, including, but not limited to, payment or rent for space leased.

**4) Use of Exhibit Space** The AG EXPO may forbid any installation or activity which, if continued, departs from the purpose and character of the trade show or which negatively impacts other exhibitors' ability to conduct business free from unreasonable interference. The AG EXPO reserves the right to expel from the trade show any exhibitor and attendant personnel who refuse to comply with any ruling and/or to correct any violation of the AG EXPO rules and regulations. In the event it becomes necessary to restrict any installation or activity or to evict an offending exhibitor, the AG EXPO is not liable to refund exhibit space rental or any other expenses incurred by the exhibitor.

**5) Conduct** All demonstrations, interviews, or other activities must be conducted so as not to infringe on other exhibitors' rights or offend trade show visitors. All spectators watching demonstrations or other activities in an exhibit area must remain within the confines of the exhibit and may not stand in aisles. AG EXPO will not permit undignified or disruptive means of attracting attention to exhibits. The exhibitor agrees not to sponsor group functions such as outside tours, special showings, or other activities during trade show hours or in conflict with any officially programmed show events. The exhibitor agrees not to provide food or beverages in their booth without authorization from the AG EXPO and purchasing it only from vendors approved by the event center facility. All exhibitor personal shall not be in the trade show hall without registering and wearing an AG EXPO badge.

**6) Exhibit Space Lease Payment** The exhibitor must submit advance payment for the space leased no later than 30 days after the reservation, or by December 21, 2024, whichever comes first. If space is still available after December 21, 2024, full payment is due at the time the space is reserved. A final assignment of space shall not be made until the payment is received.

**7) Cancellation and Withdrawal of Exhibit Space and Refunds** Upon acceptance by the AG EXPO, the contract becomes a legally binding agreement between the exhibitor and the AG EXPO, provided that either party may cancel the contract through written notice to the other contracting party. Any exhibitor who cancels or withdraws from the trade show is subject to the following penalties: a. The AG EXPO shall retain 50% of the total lease of such space as liquidated damages. b. Exhibitors who cancel space fewer than 60 days before the day the trade show opens will be charged for the total space leased and the AG EXPO will not issue a refund. The exhibitor agrees that he or she is legally obligated to remit any unpaid balance for such assigned space. Charges will apply whether or not the space is reassigned. When refunds are due, settlements will be made after the conclusion of the trade show.

**8) Reduction/Increase in Amount of Exhibit Space** The exhibit space provided will be as shown on the exposition plan insofar as possible, but the AG EXPO reserves the right at any time to change the location, size and display limits of the exhibit space if it is in the best interest of the trade show. The exhibitor may reduce/increase the amount of the exhibit space subject to the following conditions: a. Exhibitors who reduce space at the trade show fewer than 60 days before the day it opens will be charged for their entire original space leased and will not receive a refund on the portion of space that is canceled or unused. The AG EXPO reserves the right to relocate exhibitors who reduce space. b. For reduction in exhibit space footage requests that are received more than 60 days before the trade show opens, the AG EXPO will reassign exhibit space and retain 10% of the original space cost as a penalty service charge. c. If the exhibitor requests an increase in exhibit space footage, space (if available) will be reassigned without penalty and with credit applied for all monies received to the new exhibit space rental cost. Any change in the amount of exhibit space requested by the exhibitor shall result in the cancellation of the existing contract and issuance of a new contract between the exhibitor and the AG EXPO.

**9) Liability and Insurance** Exhibitors are held responsible for insuring their own exhibits, personnel, displays, and materials from damage or loss through theft, fire, accident, or other cause. Exhibitors are obliged to maintain liability insurance for property damage and personal injury with financially sound companies authorized to do business in the state where the trade show is held.

*Hold Harmless Agreement:* The exhibitor assumes the entire responsibility for losses, damages and claims arising out of exhibitor's activities on the facility premises and will indemnify and hold harmless the facility, its agents, servants, and employees from any and all such losses, damages and claims. Each exhibitor shall provide a Certificate of Insurance to the AG EXPO prior to being allowed on the show floor for set-up as a requirement of participation in the trade show.

**10) Termination of Trade Show or Contract** The AG EXPO reserves the right to terminate the trade show if use or occupancy of the trade show premises is or will be materially interfered with by the reason of fire, flood, casualty, strike, embargo, injunction, pandemic, act of war, act of God, and other emergency, or any other act or event for which the AG EXPO is not at fault during the time leading up to and including the show. It is expressly agreed that such a termination shall not constitute a breach of this contract.

Should any contingency interrupt or prevent the convention from happening, a portion of the amount paid for space as the AG EXPO deems equitable will be refunded less such amounts as may be needed to cover expenses incurred by the AG EXPO in connection with the trade show. If, for any reason, the AG EXPO determines that the location or schedule of the trade show should be changed, the AG EXPO will issue no refunds, but assign to the exhibitor, in lieu of the original space, such other space as deemed appropriate, and the exhibitor agrees to use such space under the same rules and regulations. The AG EXPO shall not be financially liable or otherwise obligated in the event the trade show is canceled, rescheduled, or relocated, except as provided herein.

**11) Interruption and Enforcement** Exhibitors, or their designated representatives, are responsible for familiarizing themselves with all rules and regulations. Ignorance of the rules is not an acceptable reason for failing to comply. Exhibitors/representatives who fail to observe these conditions of contract or who, in the opinion of the AG EXPO management, conduct themselves unethically, may be dismissed from the trade show without refund or other appeal.

**12) Severability** Each paragraph of this contract is severable. Should any court or government body of competent jurisdiction declare any provision invalid or unenforceable by reason of any rule of law or public policy, all other provisions hereof shall remain in full force and effect.

**13) Arbitration** Any controversy or claim arising out of or related to the contract or the breach thereof shall be settled by arbitration in the state of Minnesota, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The parties may agree on a single arbitrator, but if they cannot so agree, each party shall

select an arbitrator, and the two arbitrators shall select a third arbitrator. The award by the arbitrator or arbitrators shall be final, and judgement upon the award rendered may be entered in any court having jurisdiction herein.

**13) Applicable Law** This contract shall be governed by the laws of the State of Minnesota.

By signing the official MN AG Expo contract and submitting payment for leased space, you agree and adhere to the above rules and regulations.