

CONTRACT FOR EXHIBITOR SPACE AND SUPPORT SERVICES

(Continued)

IN CONSIDERATION of the mutual covenants hereinafter set forth, the parties hereby contract as follows:

- A. SUNBELT AGRICULTURAL EXPOSITION, INC. (hereinafter called SUNBELT) will permit the second party to use exhibit space subject to the expressed conditions enumerated herein. SUNBELT reserves the right to accept or reject a contract and to designate the area and specific location of space rented. The violation by second party of any condition expressed or implied in the Rules and Regulations, which are by reference incorporated herein, governing SUNBELT shall, subject to the discretion of the Executive Board of SUNBELT, forthwith terminate this agreement; whereupon second party shall immediately vacate the above described space and forfeit, as liquidated damages, any sum of money previously paid to SUNBELT.
- B. Deadline for set-up is 5 p.m., **October 18. FORK LIFT REQUEST DEADLINE is 12:00 NOON, MONDAY, OCTOBER 18.** Exhibitors failing to meet the deadline will not be permitted to set up until 6 p.m., October 19. Exhibits shall remain intact until **4 p.m. October, 21.** All exhibits and semi permanent structures should be removed from the show site no later than **November 1 by 5 p.m.**, and the exhibit space restored to the original condition. No modification to hard surface is to be made without prior written permission from SUNBELT. Any property remaining after **November 1 at 5 p.m.** shall become the property of SUNBELT. SUNBELT will not be responsible for any items left on show site after the close of Expo. Any damage done to the Expo grounds and/or another exhibitor's permanent structure is the **SOLE LIABILITY** of the exhibitor who fails to remove their equipment, temporary structure/shelter by November 1. Transfer of property by second party through gift or sale shall not release the second party of this covenant.
- C. If a permanent structure at a specific location is desired, a written request from a company official is required. SUNBELT will answer request in writing. This procedure must be followed (letter on file) for request to be validated.
- D. In no case shall secondary party allow other individuals or organizations to sublease or rent exhibition space.
- E. No signs, aerial pieces, or other devices shall extend above the normal height of the tents and exhibits except as approved by the SUNBELT Executive Board.
- F. Second party shall not sell t-shirts, caps, or dispense food or drink, nor sell or permit the free distribution on leased space and premises of any intoxicating liquors or malt beverages, and shall not do or permit any obnoxious or offensive activity or fraudulent sales or gifts, or any activity endangering any property of persons, nor shall second party undertake or allow any activity whatsoever that shall constitute a nuisance as is defined by the laws of Georgia.
- G. All laws, rules or regulations of the State of Georgia, and rules, regulations, and orders issued by the Executive Board of SUNBELT are accepted as aforesaid as part of the agreement and shall be complied with. These rules and regulations shall set out provisions of, conditions, and requirements for all exhibits including, but not limited to, exhibits, harvesting and tillage demonstrations, plot demonstrations, and field equipment.
- H. SUNBELT 's agreement to permit use of the space specified above shall be subject to acts of God or any condition or circumstances beyond the control of SUNBELT which shall prevent the carrying out of some or all of SUNBELT, upon the occurrence of such event, shall have the right to terminate this agreement without liability of any nature.

It is further agreed by the parties hereto as follows:

- 1. No rights or privileges derived by the second party under this agreement shall be assigned or transferred without the prior written consent of SUNBELT.
- 2. The second party shall indemnify, save and hold harmless SUNBELT, and the city of Moultrie, Georgia, their officers, agents, successors and assigns, from and against any and all claims, demands, actions or causes of actions, suits at law or inequity of any nature or character arising out of or by reason of any act or omission of the second party or its agents in the performance of the rights, duties, and obligations of the second party under this agreement.
- 3. **The second party warrants that it has in effect and shall maintain for the period of this agreement for the mutual benefit of both parties a policy of public liability insurance against claims for personal injuries or death, or damage to property occurring upon, in, or about the herein rented premises, in limits of not less than \$1,000,000 combined single limit by virtue of second party's authorized signature. The second party will supply certificate of insurance naming Sunbelt Ag Exposition Inc. as additional insured.**
- 4. The second party understands that SUNBELT assumes no responsibility or liability for any property of the second party which may be located on the above described premises or for drayage received and stored by SUNBELT.
- 5. To be considered for the same or a different exhibit location return contract and 50 percent of exhibit fee by **February 20. This fee is nonrefundable.** Checks are to be made payable to SUNBELT AGRICULTURAL EXPOSITION, INC. After February 20, space is assigned on a first-come, first-served basis.
- 6. Exhibits must be non-political and non-religious.
- 7. Sunbelt reserves the right to the final decision on accepting contracts and space assignments - no specific space location is guaranteed.
- 8. The second party reservation is not complete or is void until contract and exhibit fee are paid in full.
- 9. In the event it becomes necessary to cancel a completed SUNBELT reservation prior to September 1, the cancellation will be subject to a penalty of 50 percent of full exhibit fee - no refund on exhibit fees of 50 percent or less. If a completed reservation is canceled after **September 1, NO REFUND WILL BE MADE. Completed application and total exhibit fee must be received by August 1 for firm name to appear in the official EXPO program.**
- 10. No refunds will be made to exhibitors who fail to exhibit at SUNBELT without proper notification and qualifications as stated in paragraph 9.
- 11. The second party must register at SUNBELT headquarters before occupying its exhibit space.
- 12. The second party shall place all parts of the exhibit within confines of space rented and assigned. This includes aerial overhangs and projections.
- 13. The second party vehicles shall be parked in the designated exhibitor parking lots or in one of the visitor parking lots.
- 14. Vehicle traffic (including golf carts, mini-bikes, three-wheel motor bikes, etc.) is not permitted in the exhibit area on **October 19 - 21**, during the three days of the show.
- 15. A maximum of two animals may be part of an exhibit. It is the responsibility of the exhibitor to furnish feed and water and keep pens clean. Animals must be properly restrained so that a hazard does not exist.
- 16. The second party shall confine its educational efforts (registrations, literature, public address systems, give-away items, etc.) to its exhibit. No literature is to be passed out in the parking area or show entrances. Public address systems must be used within tents or exhibit area and not directed to the public in general. The volume must be within reasonable levels to be determined by SUNBELT Management, and must not interfere with other exhibitors. **NO RAFFLES Allowed.**
- 17. The presence of a product or specific equipment at the SUNBELT site or the use of such by the SUNBELT staff does not imply its approval to the exclusion of other products or equipment that may be suitable.
- 18. This contract is terminable only at the discretion of the Executive Board of the SUNBELT AGRICULTURAL EXPOSITION, INC.