

# 2010 SOUTHWEST AG SUMMIT TERMS AND CONDITIONS

## GENERAL RULES

Each company participating at the 2010 Southwest Ag Summit must return the completed application/contract, properly executed by an authorized company representative. Contracts must be received with full payment in order to reserve space. Exhibit space will be assigned on a first come, first serve basis.

Every effort will be made to respect exhibitor's space requirements. However, the 2010 Southwest Agriculture Summit Management (from here on referred to as SWASM) reserves the right to rearrange the floor plan or to relocate exhibits when such action is deemed to be in the best interest of the total Southwest Agriculture Summit.

## PAYMENT

To reserve exhibit space, payment for the total cost of exhibit space is required with the completed application/contract. To be included in any 2010 Southwest Ag Summit written materials, payment for the total cost of the exhibit space together with the completed application/contract is required by February 13, 2010. Checks must be payable to Yuma Fresh Vegetable Association. Credit card payments will be accepted through the 2010 Southwest Ag Summit website at [www.swagsummit.com](http://www.swagsummit.com)

## CANCELLATION

In the event of cancellation by an exhibitor prior to 5:00 pm January 15, 2010, SWASM will refund 50% of the exhibit space paid by the exhibitor. **NO REFUNDS WILL BE GIVEN FOR CANCELLATIONS AFTER 5:00 PM FEBRUARY 1, 2010.** No refunds of the exhibit space will be given for not showing up or not exhibiting at the 2010 Southwest Agriculture Summit.

SWASM must receive **written notification** for the cancellation of the exhibit space. Email messages or hand delivered written notices will be accepted as a written notification of cancellation only if the email or hand delivered notice receives a return written receipt confirming the notification of cancellation. The postmark of a mailed cancellation notice or return written receipt will determine the date for purposes of compliance with the refund schedule. In the event of either full or partial cancellation of space by an exhibitor, SWASM reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment.

## LIABILITY/IDEMNITY/INSURANCE REQUIREMENTS

The exhibitor hereby agrees to indemnify and hold harmless SWASM, Yuma Fresh Vegetable Association, University of Arizona Cooperative Extension, and Yuma Civic Center, their affiliates, officers, directors, employees or agents, for any injury, loss or damage, expense actions, claims and damages, including, without limitation, reasonable attorney's fees, arising out or caused by the exhibitor's installation, construction, removal or maintenance of its exhibit, the exhibitor's occupancy of use of

the exhibition premises or any part thereof or as otherwise caused by the exhibitor, its agents, representatives, invitees or guests. The exhibitor agrees to waive all rights of subrogation against SWASM, its officers, directors and employees. The exhibitor agrees to pay promptly for any damage to the exhibition premises or its equipment incurred through carelessness or otherwise caused by exhibitor, his employees, agents or representatives.

SWASM cannot be responsible for exhibitor's merchandise or display. Exhibitors are therefore required to carry insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person and property of others. SWASM does not insure against competitive firms from becoming neighboring exhibitors; nor is it responsible for errors or omissions in the Southwest Agriculture Summit Program or Exhibitor List.

All exhibitors shall obtain, at the exhibitor's own expense, adequate insurance, but in no event less than a \$1 million of comprehensive general liability insurance from an "A" rated carrier, including the so-called "broad form endorsement." Such insurance shall name Southwest Agriculture Summit, Yuma Fresh Vegetable Association, University of Arizona Cooperative Extension and its officers, directors and employees as additional insureds. If the exhibitor does not furnish a certificate of insurance to Yuma Fresh Vegetable Association by February 1, 2010, the exhibitor space will be canceled subject to the cancellation provisions in these Terms and Conditions.

#### **USE OF SPACE**

No exhibitor shall assign, sublet or share the space allotted them without the knowledge and written consent of SWASM. Exhibitions must display or advertise only goods manufactured or dealt in by them in the regular course of business. Only firms or organizations assigned exhibit space may solicit business within the exhibit area.

Booths or display structures must be self-supporting, and not anchored to walls or floors. Displays and booth structures must not extend into the aisle in such a way as to obstruct traffic. Exhibits must comply with standard booth design 10' X 10' space and not impair visibility of adjacent booths. Display material exposing an unfinished surface to neighboring booths is not permitted and must be finished at the exhibitor's expense. Demonstrations must be located such that crowds collected will be within the exhibitor's space and not blocking an aisle or neighboring exhibits. No "endcapping" of booths is permitted.

The exhibitor assumes all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of local, state and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the exhibit is held. All hazardous items must be properly safeguarded, protected, registered and/or avoided as deemed necessary by SWASM.

SWASM reserves the right to restrict exhibits which are objectionable because of noise, method of operation, materials or for any other reason; and also to prohibit or to evict for any reason with or without giving cause, any exhibit which in the opinion of the management may detract from the general character of the Southwest Agriculture Summit as a whole. In the event of such restriction or eviction, SWASM shall not be liable for any refunds or other exhibit expenses.

### **INSTALLATION AND DISMANTLING OF EXHIBITS**

One day is provided for the installation of display materials in the exhibit area at the show site: March 10, 2010 starting at 7:00 am. Exhibitors must be completely set up and ready for viewing at 5:00 pm on March 10, 2010. Move-out will begin on March 11, 2010 at 5:00 pm. **NO DISMANTLING WILL BE PERMITTED BEFORE CLOSING TIME ON MARCH 11, 2010.** Companies disregarding this term and condition might be subject to being denied booth space for future shows. Special installation options are available; please contact SWASM for additional details.

It is explicitly agreed by the exhibitor that in the event the exhibitor fails to install displays or products in the assigned exhibit space or fails to pay for the space in full at the time specified by this contract, SWASM shall have the right to take possession of said space and lease same or any part thereof to any parties and upon the terms and conditions as it may deem proper. All exhibitor materials must be removed from the premises no later than 12:00 noon March 12, 2010, or SWASM at the exhibitor's expense will remove them.

### **EXHIBIT PERSONNEL**

Each exhibitor is provided five official conference registrations per 10' x 10' reserved booth. All staff affiliated with exhibits must be registered and must be bona fide representatives of the exhibitor.

### **CANCELLATION OR TERMINATION OF THE 2010 SOUTHWEST AGRICULTURE SUMMIT**

In case SWASM cancels or terminates the Southwest Agriculture Summit, the exhibitor waives all claims against SWASM for damages or expenses and agrees to accept, in complete satisfaction and discharge of all claims against SWASM, a refund of all amounts paid by the exhibitor to SWASM in accordance with this contract.

### **MANAGEMENT RIGHTS**

SWASM reserves the right to interpret, amend and enforce these Terms and Conditions, as it deems proper to assure the success of the Southwest Agriculture Summit.