



NATIONAL
FFA ORGANIZATION

National FFA Convention & Expo

2017 National FFA Expo – Exhibitor Terms and Conditions Agreement

- 1. Offer and Acceptance.** The submission of the 2017 Online Space Reservation (the "Application"), with or without payment, constitutes an offer from the exhibitor (the "Exhibitor"), to enter into an agreement with the National FFA Organization ("FFA") to exhibit at the 2017 National FFA Convention and Expo (the "Expo"). Such offer is not accepted until FFA sends an electronic confirmation to Exhibit, which acceptance may be made by FFA in its sole discretion. The Application and these Terms and Conditions, the Expo Rules and the Exhibit Service Kit (collectively, the "Agreement") constitute the entire agreement between the Exhibitor and FFA with regard to the exhibit by Exhibitor at the Expo. In the event of any conflict among the Agreement, these Terms and Conditions shall control.
- 2. Arrangements of Exhibits.** Exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others. Plans for specially-built displays not in accordance with Expo Rules and the regulations set forth in the Exhibitor Service Kit must be submitted to FFA before construction is ordered and/or begun. The Exhibitor Service Kit will be supplied to Exhibitor approximately four months before the Expo. With or without prior inspection, Exhibitor understands that by signing the Application, Exhibitor agrees to be bound by the Terms and Conditions, the Exhibitor Service Kit, and the Expo Rules, which shall form part of the Agreement.
- 3. Soliciting/Photographs.** Exhibitor is prohibited from distributing (i) literature, souvenirs, or other items from outside the boundaries of Exhibitor's booth, and (ii) literature, souvenirs, or other items that are other than Exhibitor's own materials; in each case, unless Exhibitor has obtained FFA's prior written approval. These prohibitions apply before, after, or during Expo hours. Canvassing in exhibit halls or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid exhibitor is strictly forbidden. Exhibitor is prohibited from taking photographs of other exhibits or other aspects of the Expo without FFA's prior written approval. Exhibitors may photograph only their own booth(s).
- 4. Exhibitor Personnel and Others.** Exhibitor must man booths at all times during Expo hours. FFA reserves the right to prohibit an exhibit or part of an exhibit that, in FFA's sole discretion, may detract from the character or nature of the Expo.
- 5. Remedies.** If Exhibitor fails to make any payment or otherwise breaches any provision of the Agreement, and fails to cure within a reasonable time (as defined in the next sentence) after Exhibitor has received written notice from FFA specifying the breach, FFA shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel the Agreement in whole or in part; (ii) evict Exhibitor from any or all of the space being rented by Exhibitor; (iii) have any of the Agreement's violated provisions specifically enforced; and/or (iv) exercise any other remedy available at law or in equity. "Reasonable time" means: (i) immediately in the case of any breach occurring during the Expo; (ii) 24 hours, in the case of any failed payment and (iii) 5 days, in the case of any other breach. In addition, FFA may keep any and all monies received from Exhibitor as liquidated damages, it being understood that FFA's losses and damages from Exhibitor's breach of the Agreement as well as a precise value for services provided by FFA prior to the conclusion of the Expo are difficult to ascertain and that the agreed liquidated damages are not intended and may not be construed as a penalty. Upon cancellation of the Agreement, FFA may (without prejudice to any other available remedy) rent Exhibitor's space to any other exhibitor or use such space in any other manner as FFA deems necessary, in its sole discretion, without any obligation to Exhibitor.
- 6. Unoccupied Space.** If any of Exhibitor's space remains unoccupied on opening day of the Expo, Exhibitor shall be deemed to have abandoned such space. Thereafter, FFA shall have the right to rent such space to any other exhibitor, or use such space in any other manner as FFA deems fit, in its sole discretion, without any obligation to Exhibitor. This section shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in the Agreement for space rental.
- 7. LIMITATION OF LIABILITY; EXHIBITOR INDEMNIFICATION.** The FFA, its affiliates and their respective officers, directors, partners, owners, employees, agents and representatives (collectively, the "FFA Parties") shall not be responsible for any injury, property damage, loss, expense or liability that may occur to Exhibitor or to Exhibitor's employees, representatives, agents, invitees, licensees, or guests (collectively, the "Exhibitor Parties") unless such injury, property

damage, loss, expense or liability is due to any negligent or more culpable act or omission by any of the FFA Parties. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION IN THE AGREEMENT, UNDER NO CIRCUMSTANCES SHALL THE FFA PARTIES BE LIABLE FOR (I) ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, OR (II) ANY LOSS OF PROFIT, LOSS OF USE, LOSS OF OPPORTUNITY, OR ANY COST OR DAMAGE RESULTING FROM ANY SUCH LOSS. Exhibitor acknowledges that the risk allocations of this section are reasonable based on the understanding that Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, property damage, loss, expense, or liability. Neither FFA nor any of its affiliates shall be liable for failure to perform its respective obligations under the agreement as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in Exhibitor's booth or exhibit is deemed to be the invitee, licensee, or guest of Exhibitor, and not the invitee, licensee, or guest of FFA. Exhibitor assumes full responsibility and liability for the actions of its agents, employees, independent contractors, and representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold FFA, its affiliates, the facility owners where the Expo and related activities take place, and their respective representatives, agents, employees, partners, owners, officers, and directors, harmless from and against claims, damages, suits, liabilities, costs and expenses (including reasonable attorneys fees) resulting directly or indirectly from the actions or omissions of Exhibitor and/or Exhibitor's agents, employees, independent contractors, or representatives, whether within or without the scope of authority. There is no other agreement or warranty between Exhibitor and FFA, except as expressly set forth in the Agreement. The rights of FFA under the Agreement shall not be deemed waived except through writing signed by an authorized officer of FFA.

8. Insurance. For the term of the Agreement, Exhibitor shall at all times maintain insurance with a reputable insurer sufficient to cover the liabilities of Exhibitor under the Agreement. The amount and scope of such insurance and the insurer chosen shall be reasonably satisfactory to FFA. Such insurance shall also provide coverage for Exhibitor's contractual obligations to defend, indemnify, and hold harmless, as stated in the Agreement. FFA shall be added as additional insured to such insurance. Exhibitor's insurer shall confirm to FFA that such insurance cannot be cancelled or changed without thirty (30) days prior written notice to FFA. Exhibitor agrees to provide FFA a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Expo.

9. Force Majeure. In case the Expo hall is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for FFA to permit Exhibitor to occupy the assigned space during any part or the whole of the Expo, then during such circumstances, FFA, the building management, and their respective privies will be released and discharged from the obligation to supply space, and Exhibitor will be reimbursed a proportionate share of the booth rental previously received by FFA from Exhibitor. FFA reserves the right to cancel, re-name, or relocate the Expo or change the dates on which it is held. If FFA changes the name, relocates to another facility within the same city, or changes the dates for the Expo to dates that are not more than 30 days earlier or later than the dates originally scheduled, no refund will be due Exhibitor and FFA shall assign to Exhibitor such other space as FFA deems appropriate. In such case, Exhibitor agrees to use such space under the terms of the Agreement.

10. Activities at Expo. FFA shall have the right to restrict, alter, or close any exhibit which, because of noise, odors, method of operation, or any other reason, becomes objectionable or otherwise detracts from or is out of keeping with the character of the Expo as a whole. Such restrictions may be applied to persons, things, conduct, or printed materials. No refund shall be due under such circumstances.

11. Governing Law, Jurisdiction and Attorney Fees. The Agreement shall be governed by the laws of the State of Indiana, without regard to conflicts of laws principles. Should any legal action be commenced to resolve any dispute under the Agreement: (i) Exhibitor hereby consents to venue and jurisdiction in the federal or state courts located in Indianapolis, Indiana (Operations Center for the National FFA Organization), and agrees that no such action may be brought in a forum not located in Indianapolis, IN.; and (ii) the prevailing party shall be entitled to an award of litigation expenses, interest, and reasonable attorney fees, in addition to any other remedy obtained.

12. Compliance with Law; Taxes and Licenses. Exhibit shall perform its obligations under this Agreement and its activities as an Exhibit shall compliance with all applicable local, city, state and federal laws, rules and regulations. Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or federal law, regulation or rule applicable to Exhibitor's activity at the Expo. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, use fees, or other charges that may become due to any governmental authority concerning Exhibitor's activities related to the Expo.

13. Payments. Show management accepts, American Express, VISA, MasterCard Discover, Corporate/personal/travelers checks or money orders payable in U.S. dollars drawn from a U.S. bank] for payment of registration fees. Booth Reservations completed online with credit card payment are processed promptly. Registrations completed online choosing check or bank transfer payments will not be processed until payment is received. Payment must be received IN FULL before any Exhibitor can begin set-up in the event facility.

14. Cancellations. In the event that Exhibitor wishes to cancel some or all of its allotted exhibit space, Exhibitor may request and FFA may grant such cancellation, but only with the following understandings; (i) all cancellations must be requested in writing and addressed to FFA at the address below; (ii) cancellations received before August 1st will receive full

refund; cancellations received between August 1st and September 30th will receive a 50 percent refund of the total booth price. No refunds will be made on cancellations received after September 30, 2017; (iii) if Exhibitor's cancellation request is received by FFA after September 30, 2017, Exhibitor nevertheless shall be obligated, and agrees, to pay the full fee based on the original space requirements, before such cancellation will become effective. FFA assumes no responsibility for having included the name of Exhibitor in the Expo catalog, brochures, news releases, or other materials.

15. Changes. If Exhibitor requests an increase of its booth space after the Agreement has become effective, FFA will use reasonable best efforts to accommodate such request, subject to space availability, additional fee payment, and other circumstances then prevailing. If Exhibitor requests a change that leads to a net reduction of booth space from original requirements, such request shall be covered by Section 13 above.

16. Other Matters. The Expo is owned, managed, and produced by the National FFA Organization, 6060 FFA Drive, Indianapolis, IN, 46268-0960. All matters not expressly covered in the Agreement are subject to the reasonable decision of the FFA, which decision shall be final. Additionally, Exhibitor shall comply with any and all present and future rules, regulations and schedules of which it has notice promulgated by FFA regarding the planning, construction, maintenance and removal of exhibits and the occupancy of Expo areas at the event, including the rules and regulations as set forth in the Exhibitor Service Kit, the Expo Rules, and periodic updates. The Exhibitor Service Kit and Expo Rules may be amended from time to time by FFA in its sole discretion, and Exhibitors shall comply with any and all such amendments.

17. WARRANTY DISCLAIMER. The FFA parties hereby expressly disclaim all warranties regarding the services or products provided by any of the FFA parties to the Exhibitor Parties related to the Expo, whether express or implied, including, without limitation, any warranty regarding quality, performance, commercial utility, merchantability or fitness of the services for a particular purpose.