

## TERMS AND CONDITIONS

All exhibitors displaying at AG CONNECT Expo & Summit to be held in Kansas City, Missouri at the Kansas City Convention Center from January 29-31, 2013, are required to complete an application, execute the contract for space and SUBSCRIBE TO ALL TERMS & CONDITIONS AND EXHIBIT RULES & REGULATIONS. FAILURE TO FOLLOW TERMS & CONDITIONS AND EXHIBIT RULES & REGULATIONS MAY RESULT IN CANCELLATION OF THE RIGHT TO EXHIBIT. (ALL EXHIBITS SHALL CONFORM TO ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.). The AG CONNECT Expo & Summit Terms & Conditions and Exhibit Terms & Conditions and Exhibit Rules & Regulations as described herein have been prepared by the AG CONNECT Expo & Summit Exhibit Space & Rules Committee and approved by the Management Committee.

### GENERAL SHOW INFORMATION

#### DEFINITIONS

<b>AG CONNECT Expo &amp; Summit</b>	Referred to as the Show.
<b>Equipment/Services</b>	Product (equipment or services) displayed by any exhibitor, which comply with the rules for eligibility.
<b>Exhibit Space</b>	The indoor area at the Kansas City Convention Center assigned to an exhibitor for the purpose of displaying eligible products and services based on qualifications and full payment of the said display area.
<b>Housing</b>	All sleeping accommodations, as well as hospitality facilities requested by exhibitors, employees, guests and visitors.
<b>Management Committee</b>	Management of the Show is guided by the AG CONNECT Expo & Summit Management Committee, which is comprised in part by member companies representing the agriculture industries within the Association of Equipment Manufacturers (AEM).
<b>Kansas City Convention Center (KCCC)</b>	To be referred hereafter as the KCCC, which includes the indoor exhibit area and marshaling areas.
<b>Show Management</b>	The producer and owner of AG CONNECT Expo & Summit is the Association of Equipment Manufacturers (AEM) and is referred to in these rules as Show Management.

#### SHOW LOCATION, DATES & HOURS

AG CONNECT Expo & Summit will be held at the Kansas City Convention Center in Kansas City, Missouri, USA. Show dates and hours will be (Show hours are subject to change. Refer to the show's website for any updates):

Tuesday, January 29, 2013 ( <b>By Invitation Only</b> )	11:00 am to 4:00 pm
Wednesday, January 30, 2013	9:00 am to 5:00 pm
Thursday, January 31, 2013	9:00 am to 5:00 pm

#### EXHIBITOR DATA

As part of the application process, exhibitors are required to provide certain corporate or personal information, including but not limited to, name, address, telephone and fax numbers, e-mail addresses and the identity of and information pertaining to contact

persons. By submitting an Exhibit Space Application & Contract, the exhibitor acknowledges and agrees that all data provided by the exhibitor in its application may be assigned or otherwise transferred by AG CONNECT Expo & Summit to other exhibitors, in the absolute sole and exclusive discretion of AG CONNECT Expo & Summit.

## **FAILURE TO HOLD THE SHOW**

---

Should any contingencies prevent the holding of the Show, Show Management will return such portion of the exhibit space payment as may be determined to be equitable by Show Management, in consultation with the Management Committee. Should any contingencies require the moving or postponement of the Show, no refunds will be made.

## **EXHIBITOR REPRESENTATIVE**

---

Each exhibitor will be required to appoint at least one individual authorized to represent their company in all dealings with Show Management. Each exhibitor will furnish Show Management with the name of its official AG CONNECT Expo & Summit Representative at the time it submits its space application. This representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. It is the responsibility of the exhibitor to notify Show Management with the name of another representative in case the primary representative is unavailable.

## **EXHIBITOR SERVICES MANUAL**

---

The AG CONNECT Expo & Summit Exhibitor Services Manual will be available online for exhibiting companies and non-official contractors in 3<sup>rd</sup> Quarter 2012. The manual will contain all necessary information and forms for installation and services as well as registration, housing and official function schedules. Exhibitors will receive an Exhibitor Alert with step-by-step instructions on how to utilize the online services manual.

## **EDUCATION PROGRAMS**

---

Show Management plans to conduct education programs in conjunction with AG CONNECT Expo & Summit to provide a learning opportunity for visitors.

# **ELIGIBILITY & EXHIBIT SPACE**

## **ELIGIBILITY**

---

Exhibitors must manufacture equipment, products and services related to the agriculture industry. Specific guidelines have been set for distributors, dealers, rental houses, product support providers and auction houses. These guidelines are as follows:

### **Distributors, Dealers, Rental Houses & Product Support Providers**

Distributors, dealers, rental houses, product support providers can display their company's services however product cannot be displayed. Master distributors can display product if they are the sole U.S. distributor to a non-U.S. manufacturer.

### **Auction Houses**

Auction houses can display their services however new or used equipment cannot be sold from the company's exhibit stand. This includes actual product being displayed, online auctions, live auctions or showing a live broadcast from an off-site location. Live auctions are not allowed on the Show floor.

## **INTERNATIONAL PAVILION ORGANIZERS**

---

Show Management may in its discretion make international pavilion exhibit space available to a non-U.S. agriculture industry manufacturer trade organization for resale to the organization's members. The organization and each of its exhibitors in an international pavilion shall be subject to, and shall agree to comply with, these Show Terms & Conditions and Exhibit Rules & Regulations and the guidelines for International Pavilion Organizers, including but not limited to the eligibility requirements and exhibiting only qualifying products. Show Management may in its sole discretion limit the overall size of an International Pavilion and the maximum size of any exhibit space within an International Pavilion. International based exhibitors are not required to exhibit within their country's international pavilion.

**Maximum Exhibit Space Size for AG CONNECT Expo & Summit 2013 International Pavilion Organizers is 4,000 net square feet.**

## **REMANUFACTURED AND USED EQUIPMENT**

---

Remanufactured equipment and components may be exhibited by the Original Equipment Manufacturer (OEM) of that product or products for the purpose of showing the role of remanufacturing in the OEM's business. Exhibitors may not exhibit in their space any used equipment, except: (1.) remanufactured equipment as explained above, and (2.) equipment produced by the exhibiting company that has a historical theme or background.

## **EXHIBIT SPACE COST AND PAYMENT SCHEDULE**

---

### **Cost of Exhibit Space**

The cost of exhibit space is based on \$18.00 per square foot, minimum of 100 square feet. AEM members receive a \$3.00 per square foot "member bonus" discount. A non-member company is defined as a company that is not a member of AEM. Information on Association Membership for AEM may be obtained by contacting the Membership Administrator at:

Phone: (414) 272-0943

Fax: (414) 272-1170

[www.aem.org](http://www.aem.org)

### **Payment for Exhibit Space**

Checks for exhibit space must be made payable to AG CONNECT Expo & Summit, and must be in U.S. funds or a draft drawn from a U.S. bank. Credit cards are not accepted for exhibit space payments. The following payment schedule must be followed:

50% of total cost of space due upon application

50% of total cost of space due August 31, 2012.

- Applications received on or after August 31, 2012 must be accompanied by full payment of exhibit space.
- No exhibitor will be permitted to move into their designated space until the exhibit space is paid in full.
- If space is not paid in full by August 31, 2012, Show Management reserves the right to cancel the space.

## **EXHIBITOR PACKAGE PLAN**

---

The cost of exhibit space includes the following Exhibitor Package Plan, which will reduce the cost to exhibit and add value to your investment:

- Unloading and reloading of all crated shipments from all trucks.
- Delivery of machinery and crates to exhibit stands from marshaling area(s) and pick up of same machinery and crates at the close of the Show.
- Removal of all cleating and blocking on inbound shipments, including materials where required.
- Handling of inbound and outbound shipments of exhibit materials to the KCCC or any other exhibit areas used for the Show.
- Operators for self-propelled equipment and planking where required.
- Spotting of exhibitor's machinery or products for the initial installation only as the equipment is delivered to the exhibitor's stand, and provided an exhibitor representative is present during the initial placement.
- Exhibit crate removal, storage and return to exhibit stand at the close of the Show.
- General cleaning of all exhibits including the vacuuming or sweeping of carpet/floor, emptying of wastebaskets before the opening of each Show day.
- One pre-show attendee mailing list including individuals' names and mailing addresses.

## **SPACE REDUCTION POLICY**

---

- Any company decreasing its space before July 1, 2012 must pay at least the 50% deposit of the original space, regardless of the new space cost. If the new space cost is less than the original 50% deposit, the exhibitor will not be refunded the difference between the new space cost and the original 50% deposit. Overpayments beyond the 50% will be refunded if the reduction occurs before July 1, 2012.
- Any company reducing its space on or after July 1, 2012 will not receive a refund.

## **CANCELLATION POLICY**

---

Any notice of cancellation of exhibit space by an exhibitor must be made in writing to Show Management. This cancellation policy does not depend upon whether the exhibit space is re-sold or re-assigned.

- At no time will the deposit (50% of space cost) be refunded to an exhibitor canceling its space.
- Any company paid in full canceling its exhibit space before July 1, 2012 automatically loses the initial 50% deposit. The remaining balance paid to AG CONNECT Expo & Summit will be refunded.
- Any company canceling its exhibit space on or after July 1, 2012 will not receive any refund due to the late date in which Show Management was informed of the cancellation.

## **NATURE OF SPACE ASSIGNMENT**

---

The assignment of space to an exhibitor is not to be construed as a leasing of property. It is merely the granting to the exhibitor of a license to enter upon the designated space for the sole purpose of exhibiting products in conformity with these Terms & Conditions and subject to the terms of certain leases between KCCC as lessors, and Show Management, as lessee, for the period of AG CONNECT Expo & Summit.

## **ASSIGNMENT OF EXHIBIT SPACE**

---

### **Priority Formula**

The Priority Formula is used in a number of matters including the assignment of exhibit space. It is as follows:

$$\begin{array}{|c|} \hline \text{Years of Membership} \\ \hline \text{X 2} \\ \hline \end{array} + \begin{array}{|c|} \hline \text{Total SF in Previous Show} \\ \hline \text{100} \\ \hline \end{array} = \begin{array}{|c|} \hline \text{PRIORITY} \\ \hline \text{NUMBER} \\ \hline \end{array}$$

### **Definition of Years of Membership Number**

An exhibitor must be a current member in good standing of AEM in order to have its years of membership used in calculating the membership number.

### **Definition of Previous Show Participation Number**

Show Management will use the total square footage purchased by an exhibitor for AG CONNECT Expo & Summit 2011 when calculating the Previous Show participation number. The total square feet cannot exceed the AG CONNECT Expo & Summit 2012 maximum space size of 15,000 square feet per brand. If a company acquires another company(ies), the parent company will be able to use the newly acquired company's(ies') exhibit space total from the 2011 Show but will not be able to exceed the maximum space size of 15,000 net square feet per brand.

### **Exhibit Space Assignment Process**

Exhibitors submitting their application and deposit by September 15, 2011 will be a part of the Priority Assignment process. Applications received after September 15, 2011 will be assigned on a first-come, first-serve basis by Show Management.

No applicant will be allowed to select an exhibit space unless the application is signed and payment has been received based on the following schedule:

- Applications received prior to August 31, 2012 must be accompanied by 50% of the total cost of exhibit space.
- Applications received on or after August 31, 2012 must be accompanied by full payment of exhibit space.

Show Management will make every attempt to accommodate every request for space, including the preferred product concentration area and stand dimensions. In the event that all of the available space has been assigned, a waiting list for space will be kept. When an opening becomes available, exhibit space will be assigned on the basis of the date the application was received.

## **EXHIBIT SPACE SIZES**

---

The maximum space size is set in order to create a floor plan that will adhere to fire and safety regulations for Missouri and the KCCC. It is also set to ensure a wide variety of exhibits and exhibitors on the show floor. The maximum space size is also set to include the parent company and all its divisions and subsidiaries. Companies and their divisions/subsidiaries applying for multiple exhibit spaces still may not exceed the maximum limit set by Show Management for their space totals.

**Maximum Exhibit Space Size for AG CONNECT Expo & Summit 2013 is 15,000 net square feet.**

Parent companies with multiple divisions/brands may apply for up to two (2) spaces of a maximum size of 15,000 net square feet each, for a maximum of 30,000 net square feet per parent company, and these spaces cannot be joined into a single space.

A space size reduction shall not be required for an exhibitor who acquires another exhibiting company within one year (January 29, 2012) prior to the opening of AG CONNECT Expo & Summit 2013 (January 29, 2013) even if the combined space size of the exhibitor and the acquired exhibitor exceeds the maximum space sizes stated above.

**SUB-LEASING OF EXHIBIT SPACE**

---

The exhibitor agrees not to reassign, grant, sublease or license the use of space, or any part thereof allotted to them. Exhibitors are not permitted to display separately in their space any equipment, products or services built or supplied by non-exhibiting manufacturers or other non-qualifying divisions of exhibiting manufacturers (hereafter “non-exhibiting manufacturers”), unless the space shared is with a member in good standing of the Association of Equipment Manufacturers (AEM).

If a component made by a non-exhibiting manufacturer is normally furnished as an integral part of the equipment being exhibited, the exhibitor of the equipment may include the component but cannot call any special attention to it. If equipment made by a non-exhibiting manufacturer is normally furnished as an integral part of the component being exhibited, the exhibitor of the component may include the equipment but cannot call special attention to it. In either case, the exhibitor shall pay the non-member space rate for that portion of the exhibit space occupied by the non-exhibiting manufacturer’s product, except if the non-exhibiting manufacturer’s equipment occupies 50% or more of the exhibit space, then the non-member space rate will be charged for the entire exhibit space.

**SHARED EXHIBIT SPACE**

---

Exhibitors must notify Show Management of their intent to share their allocated space. If an exhibitor does not notify Show Management, Show Management will take action described under the “Penalties for Violation of Show Rules” section.

**EXHIBITS**

---

Exhibits are permitted only in the official exhibit areas of the AG CONNECT Expo & Summit Show.

**NO HOTEL EXHIBITS**

---

The official AG CONNECT Kansas City, Missouri hotels have entered into signed agreements with Show Management not to: (1.) rent or assign any public space, or sleeping rooms for exhibit purposes at any time during the official Show days of AG CONNECT Expo & Summit 2013; nor (2.) permit the use of any public space, or sleeping rooms for entertainment purposes or press conferences during the official show period (January 29-31, 2013).

**NO OTHER EXHIBITS**

---

AG CONNECT Expo & Summit 2013 exhibitors, their dealers or distributors will not exhibit or participate in any exhibit or demonstration within 150 miles of Kansas City Convention Center (KCCC) during the official show period (January 29-31, 2013).

**AGREEMENT & ENFORCEMENT OF RULES & REGULATIONS**

**CLOSING EXHIBIT STANDS EARLY**

---

Any exhibitor who begins to dismantle or pack part of their exhibit before the close of the Show will lose their priority number in the 2015 show, lose exhibiting privileges in the 2015 show or other sanctions deemed appropriate by Show Management.

**AGREEMENT TO RULES**

---

The exhibitor agrees that the exhibiting company and its employees and agents will abide by these rules and by any amendments that may be put into effect by Show Management, provided that such amendments shall not substantially diminish rights or increase the liability of an exhibitor (and written notice is given to exhibitors). The Exhibit Space Application form must be signed by an official of the exhibiting company indicating that these rules have been read and agreed to before any space assignment will be made. Exhibitors will receive a copy of their signed contract along with their confirmation letter.

SHOW MANAGEMENT RESERVES THE RIGHT TO RESTRICT ACTIVITIES, RESTRICT AND/OR CLOSE EXHIBITS WHICH, IN THE OPINION OF SHOW MANAGEMENT, BECOME OBJECTIONABLE. This includes persons, things, conduct, printed matter, or anything of a character which is deemed not to be in the best interests of all exhibitors or Show Management. An exhibitor's space shall not be used to publicize meetings to be held outside the Show that will detract from Show attendance. All matters and questions not covered by these Terms & Conditions and all interpretations of these Terms & Conditions, are subject to final decision by Show Management. Any questions should be addressed to Show Management.

## **ENFORCEMENT OF SHOW RULES**

---

Reasons for Enforcement—The primary reasons for the enforcement of Show rules are to: (1.) protect the integrity of AG CONNECT Expo & Summit, its participants, sponsors and Show Management, (2.) insure compliance with the laws, codes, ordinances and contracts of the exhibit facility, municipality and the State in which the Show is held, and (3.) insure that all exhibitors are treated fairly.

## **PREVENTION OF VIOLATIONS**

---

(Pre-Show Planning) -To prevent violations by exhibitors, Show Management will:

1. Send special alert mailings and newsletters to exhibitor representatives to make them aware of the intent of important Show Rules.
2. Establish and publish a clear procedure for handling Show violations and the penalties to be implemented by Show Management to deal with violators.

## **PROCEDURES FOR IDENTIFYING AND HANDLING VIOLATIONS**

---

Show Installation, Show Days and Dismantling:

1. An exhibitor should contact Show Management if there are any questions concerning the procedures for identifying and handling violations of the Show Terms & Conditions and Exhibit Rules & Regulations.
2. Show Management under the supervision of Show Management will routinely inspect the exhibit floor during Show installation, Show days and dismantling. Their duty will be to assist in the interpretation and enforcement of the rules. The Exhibit Space & Rules Committee and the Management Committee will have the final decision concerning all Show rules.
3. Upon discovery of a violation of the Show Rules in an exhibit, Show Management will issue a written notice to the exhibitor representatives in the exhibit and explain the nature of the violation.
4. The written notice will explain that the violation must be corrected: (a) immediately, if the violation poses a safety hazard, (b) by 6 p.m. on January 28, 2013, if the violation occurs during Show installation, or (c) before the opening of the next Show day, if the violation occurs during Show days. (If the exhibit in violation is unoccupied, Show Management will alert the representatives of the exhibit.)
5. Violations involving ineligible equipment or exhibitors must be corrected IMMEDIATELY during Show days and are subject to the penalties listed below.
6. An exhibitor receiving a written notice of a violation will have its exhibit re-inspected by Show Management at the time specified on the written notice.
7. If the inspection reveals that the violation has not been corrected or if the same violation is found at any time after the first violation, a second notice will be given and the procedure noted above for the first violation will be repeated.
8. Failure to correct a violation immediately in the case of ineligible equipment, (item 5 listed above) or after the second notice in the case of other violations, or a third occurrence of the same violation, will result in a penalty being administered by Show Management in accordance with the Show Terms & Conditions and Exhibit Rules & Regulations listed below.
9. An exhibitor wishing to appeal a written notice must do so by contacting Show Management within the time allowed on the written notice to correct the violation.

## PENALTIES FOR VIOLATION OF SHOW RULES

---

Show Management reserves the right to penalize an exhibitor for an uncorrected violation in the Show Terms & Conditions and Exhibit Rules & Regulations. Violations during the installation period or Show days will result in one or more of the following:

1. Draping off or covering the item in violation for a period specified by Show Management at the exhibitor's expense.
2. Immediate removal or draping off the entire exhibit at the exhibitor's expense.
3. Removal of the item in violation at the exhibitor's expense.
4. Loss of priority status for future AG CONNECT Expo & Summit events.
5. Other sanctions deemed appropriate by Show Management.

## THE EXHIBITOR AGREES...

---

1. The Exhibitor shall make no claim for any reason whatsoever against either the KCCC or Show Management for loss or damage or for injury to himself or his employees while in or about the KCCC or for loss or damage by reason of failure to hold the Show as scheduled, failure to provide exhibit space, removal of the exhibit or any other act of Show Management. This includes but is not limited to any indirect, incidental, consequential, punitive or special damages, lost profits, lost savings, loss of goodwill or otherwise arising out of or relating to the Show or any act or omission of Show Management or the KCCC.
2. Exhibitor shall bear their own risks of loss or damage to property and injury.
3. The Exhibitor shall make no claim against Show Management for any reason for the acts or omissions of any contractor or for charges or billings (including overtime charges) for services rendered to the Exhibitor by any contractor, or due to any change to the targeted move-in or move-out time for the exhibit, or any delays in move-in or move-out of the exhibit, or dissatisfaction with the quantity or quality of attendee traffic at the Exposition or at the exhibitor's space, or the location of the exhibitor's space.
4. Show Management shall not be liable for any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts of terrorism, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other cause beyond its reasonable control, whether or not similar to the foregoing.
5. That Exhibitor shall:
  - A. insure against said risks of loss or damage to property and injury and secure and furnish Show Management with each insurer's covenant not to exercise any legal or equitable right it may have against Show Management or the KCCC and provide Show Management with a Certificate of Insurance evidencing such coverage with Show Management, the Show Sponsors (AEM), and the KCCC named as insureds.

Certificate of Insurance for workers' compensation and employers' liability, comprehensive general liability and automobile liability insurance. The workers' compensation and employers' liability insurance must provide a minimum limit of \$500,000 and meet the requirements established by the State in which the Show is being held. Comprehensive general liability coverage must provide at least \$1 million/\$2 million in coverage and shall name Show Management, the Show Sponsors, the KCCC, and the General Contractor as additional insureds. Automobile liability should include all owned, non-owned and hired vehicles with limits of \$500,000 bodily injury and \$500,000 property damage liability. Show Management must receive the Certificate of Insurance no later than 30 days prior to the commencement of installation. The Certificate of Insurance can be mailed or faxed to Show Management at:

6737 W. Washington Street, Suite 2400  
Milwaukee, WI 53214 -- Fax Number: 414-272-2672

- B. if failing to insure against all such risks, or failing to secure and furnish each insurer's covenant not to sue, the exhibitor shall indemnify and hold harmless Show and the KCCC from any and all loss or damage to property and injury aforesaid.
  - C. follow the *KCCC Building Operating Guidelines* and all other applicable laws, ordinances, codes and regulations as applicable to the exhibit space. Pertinent information from this manual will be distributed within the Exhibitor Services Manual.
6. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save Show Management, the KCCC and their employees and agents, harmless against all claims, liability, losses or damages to persons or property, governmental

charges or fines and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the Show premises or a part thereof, excluding any such liability caused by the sole negligence of the indemnitee.