

2019 Deep South Turf Expo Exhibitor Agreement

This agreement is between the Deep South Turf Expo organization (DSTE) and the exhibiting company (Exhibitor). The Exhibitor acknowledges their agreement to the conditions of this contract by the submission of the Exhibitor Application and submission of the required payment. The Deep South Turf Expo (the Expo) will take place at the Mississippi Coast Convention Center (MCCC) in Biloxi, Mississippi on September 30 through October 3, 2019. All exhibits will be in Exhibit Hall E4 at the MCCC.

- 1. Application for Booth Space Rental. Companies desiring to exhibit at the Expo must complete the secure online Application Form and submit the completed form to DSTE. The form can be accessed through the Expo website (www.deepsouthturfexpo.org), The applicant indicates the booth number(s) desired, with second and third level choices. The applicant can also indicate on their application any competitors they do not wish to be placed near, or companies they wish to be close to. An Exhibit Hall Floor Plan will be available online for the applicant to view. The Plan will show the layout and numbering of the booths. It will be updated as necessary to show booths that have been assigned and which ones are available. The applicant will receive an acknowledgement immediately after the registration and payment is submitted.
- 2. Booth Assignments. DSTE will assign booth space based upon the order in which applications with full payment are received. DSTE will carefully consider applicant's location preferences and number of booths ordered in making the assignments. DSTE will make the final decisions on booth space assignments. Once the booths are assigned, the Exhibitor will be notified which booths have been assigned to them and instructions on how to register the personnel who will be working in the exhibit.
- 3. Exhibitor Contact/Responsible Person. Exhibitor will name one individual as the duly authorized representative in charge of the exhibit. This person will assume responsibility for all negotiations with DSTE, the official meeting and exposition decorator. This individual will receive all official correspondence from DSTE referring to the exhibit, and is responsible for communicating this information to registered personnel from their company. This person can be identified as part of the online process of application for booth space rental.
- 4. Booth Staff Registration. All booth workers will need to register and pay for their badge (\$50.00 each). Exhibitors may go online to register booth staff using a link provided on the DSTE website. Exhibitors may also purchase tickets for activities available to all registrants and their guests. The booth worker name badge includes the continental breakfasts and lunch provided at the MCCC during the conference.
- 5. Name Badge Usage. DSTE has sole control over all admission policies at all times. All persons visiting the exhibits or attending any function of the Expo will be required to register and wear an appropriate badge while in attendance. There will be no exceptions to this policy. Badges are to be worn by only the person whose name is on the badge and who received the badge at the Expo registration desk. The name on the badge cannot be changed or obscured in any way.
- 6. Booth Space and Decorations. All booths are in increments of 10' x 10'. They include a seven inch by forty-four inch (7" x 44") standard identification sign indicating Exhibitor's name and booth number. Each is equipped with 8' high drape backdrop, and 3' high side rail drape divider on each side. Corner booth exhibitors may request to remove the 3' side rail drape on the aisle side of booth. If Exhibitor has two adjacent corner booths, an end-cap, the backdrop, 8' high by 10' wide, drape will be centered in the back along the 20' length of the booth space. The side rails for the adjacent booths will extend 5' on each side of the backdrop. The Exhibitor must not place items that additionally obscure the view of the adjacent booths.
- 7. Booth Sharing. Exhibitors are prohibited from sharing, assigning or subletting a booth, or any part of the space allotted to them, nor shall they exhibit, or permit to exhibit in their space, any merchandise or advertising materials, which are not part of their regular products. Only one (1) exhibiting company is permitted per booth. Any exceptions to this clause must be approved in advance by DSTE in a written agreement.
- 8. Items Distributed at Booth. Items distributed from exhibit booths should contribute to the educational requirements of the professional attendee. The following items are generally approved by DSTE: product/services brochures, sales videos, sales literature, newsletters, journals, publications, manuals, calculators, clocks, mugs, glasses, coasters, ink pens, tote bags, key chains, luggage tags, calendars, note pads/post-it notes, letter openers, staplers/staple removers, flashlights and rulers. Items other than those listed must be approved by DSTE. There will be no exceptions to this policy. Items appearing on the exhibit floor not approved by DSTE will be removed. All costs incurred by the removal of these unapproved items shall be the responsibility of the Exhibitor. Only items

- featuring the name of the company, DSTE, or the meeting theme is permitted by DSTE. All literature must be distributed within the booth space assigned.
- 9. Children on Exhibit Hall Floor. Children 15 years of age and younger are not permitted on the exhibit floor at any time, including exhibit set up, exhibit show hours and exhibit tear down.
- 10. Sales in Exhibitor Booth. Neither the Exhibitor nor his agents, employees, contractors, or anyone connected with or authorized by the Exhibitor shall conduct or permit any sales of goods or services of any kind in the exhibit area, or in any other facilities provided or controlled by DSTE in connection with the Expo. However, order taking is permitted. Furthermore, the Exhibitor agrees not to conduct or permit the receipt of legal tender or anything of value for machinery, equipment, goods, and/or services. DSTE has the right to terminate the Exhibitor's rights pursuant to this agreement at any time after discovery of a violation of this provision. The Exhibitor agrees that, in the event of termination of such violation, DSTE shall retain as liquidated damages all amounts theretofore paid by the Exhibitor. All expenses of removal of an exhibit canceled for the reasons set forth in this provision shall be the responsibility of the Exhibitor.
- 11. Security of Booth Contents. DSTE will provide guard service when the exhibit hall is closed and will exercise reasonable care for the protection of Exhibitor's materials and displays. The furnishing of such service is in no case understood or interpreted by Exhibitor as a guarantee against loss or theft of any kind. DSTE or any of its officers, directors or staff, MCCC, Convention Display Service, or their agents will not be liable for the safety of the Exhibitor's property, his agents, or employees from theft, damage by fire, accident, or any other causes. Exhibitors wishing to insure their exhibit materials, goods, and/or wares of exhibits against theft, damage by fire, accident or loss of any kind must do so at their own expense.
- 12. Protection of Properties. Exhibitor or their agents may not allow any articles to be brought into the exhibit hall or permit any act to be done on the premises which will invalidate the insurance or increase the premium on the policies held by DSTE, MCCC or Convention Display Service, nor permit anything to be done by their employees through which act the premises, property, or equipment of other Exhibitors will be damaged. No signs or equipment of other Exhibitors will be damaged. No signs or articles can be affixed, nailed, or otherwise attached to walls, doors, etc. in such a manner as to deface or destroy them. In addition, no attachments can be made to the floors by nails, screws, or any devices that would damage them. All space is rented subject to these restrictions. Violations of these rules will result in the Exhibitor being held liable for any damage resulting from such violation.
- 13. Suitability. DSTE reserves the right to decline to permit an Exhibitor to conduct and maintain an exhibit if the said Exhibitor or exhibit, or proposed exhibit, in the judgment of DSTE, shall in any respect be deemed unsuitable. This reservation relates to persons' conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitation, that affect the character of the exhibit.
- 14. Noise Restrictions. Audio presentations must be muffled so noise does not interfere with other Exhibitors. Extremely loud noises such as bells, sirens, buzzers, etc., will not be permitted, in order to maintain a businesslike atmosphere.
- 15. Use of Third Party Proprietary Materials. The Exhibitor shall be responsible for securing any and all necessary licenses or consent for a) any performances, displays, or other uses of copyrighted works or patented inventions, and b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party used, directly or indirectly, by the Exhibitor. The Exhibitor agrees hereby to indemnify, defend and hold DSTE harmless from and against any claim of liability and any incident resulting from loss, cost or damage (including costs of lawsuit and attorney's fees) for failure to obtain these licenses or consents and/or for infringements or other violations of the property rights or the rights of privacy or publicity of any third party.
- 16. Distribution of Food or Beverages. No distribution of food and/or beverages in any form (fresh or prepackaged) from the exhibit booths will be allowed. Individually wrapped candies are exempt from this rule.
- 17. Exhibitor Scheduled Activities. Exhibitor agrees not to extend invitations, conduct meetings, host events or otherwise encourage absence, during official hours, of attendees, other Exhibitors, or guests from attending the educational sessions, participating in DSTE social events, or visiting the exhibit hall.
- 18. Removal of Exhibitor. Violation of any of these regulations on the part of the Exhibitor, his employees or agents, shall annul the right to occupy space, and such Exhibitor will forfeit to DSTE all monies, which may have been paid. Upon evidence of violation, DSTE may re-enter and take possession of the space occupied by the Exhibitor and may remove all persons and goods at the Exhibitor's risk. The Exhibitor shall pay all expenses and damages, which DSTE may thereby incur.
- 19. Injury to Exhibitor Staff and Property. The Exhibitor indemnifies and agrees to hold harmless DSTE and MCCC and their actions losses, costs, damages, claims and expenses (including attorney's fees) arising from any damage to property or bodily injury to Exhibitor, his agents, representatives, or employees by reason of the Exhibitor's occupancy or use of the exhibition facilities.
- 20. No Fire Hazards. All materials used in the exhibit area must be flameproof and fire resistant in order to conform to local fire ordinances, and in accordance with regulations established by the National Association of Fire Underwriters. Crepe paper, corrugated paper, flameproof or otherwise, will not be permitted. Display racks, signs, spotlights, and special equipment must be approved before use, and all displays are subject to inspection by the Fire Prevention Bureau. Any exhibits or parts thereof found not to be fireproof may be ordered dismantled. All

aisles and exhibits must be kept clear at all times, and fire stations and fire extinguisher equipment are not to be covered or obstructed.

- 21. Service Contractor. DSTE has selected Convention Display Service as the Official Service Contractor. Convention Display Service will provide all services required: tables, chairs, carpet, furnishings, accessories, tables, drapery, labor to erect and dismantle exhibits, signs, freight, electrical requirements, phones, flowers, plumbing, models, etc. An Exhibitor's service kit will be mailed 90 days prior to the meeting with order forms, rates, and instructions on the services provided. Contact Convention Display Service for any special requirements, and every effort will be made to meet your needs. An Exhibitors' service desk will be available during all hours of setup, show hours, and tear down.
- 22. Exhibit Space Cancellation. Cancellation of exhibit space must be directed in writing to DSTE. Cancellations received by July 31, 2019 will be refunded 40% of the charges for exhibiting. No refunds will be given for cancellations made after July 31, 2019.
- 23. Event Cancellation. In the event of cancellation of the Expo due to fire or the elements, strikes, government regulations, or other causes beyond DSTE's control, DSTE shall not be held liable for failure to hold the Expo as scheduled.
- 24. No Surprises. No Exhibitor activities, other than those specified in this agreement, shall be scheduled during the time of the official DSTE program or the scheduled exhibit hours.
- 25. Americans with Disabilities Act (ADA). Each Exhibitor shall be responsible for making his/her exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act, and shall hold DSTE harmless from any consequences of the exhibiting company's failure in this regard.
- 26. Display of Motorized Vehicles. Any motorized vehicles on display at the MCCC must comply with Biloxi Fire Department requirements including the following:
 - Tank of fuel must not exceed 5 gallons.
 - Neck of fuel tank sealed.
 - No additional fuel stored in or on the vehicle.
 - · Both battery terminals must be disconnected
- 27. Exhibitor Insurance. Exhibitor agrees to protect, indemnify, defend and save the DSTE, Convention Display Service, their officers, directors, employees, and agents harmless against all claims, losses and damages to persons or property, governmental charges or fines and reasonable attorneys' fees arising out of or caused by Exhibitors' installation, removal, maintenance, occupancy, or use of the Exhibition Area of the MCCC, or part thereof, excluding any such liability caused by the sole negligence of the MCCC. Exhibitor is required to provide proof of insurance in the amount of \$1,000,000 with the Deep South Turf Expo listed as a rider.
- 28. Use of Exhibit Space. All demonstrations, interviews, distribution of advertising materials or other activities must be confined to the limits of your exhibit booth(s), and must pertain to exhibitor and their products or services. No exhibitor shall assign, sublet, or share the space allotted without the knowledge and approval of the DSTE. Only exhibitors will be allowed to sell on the tradeshow floor. If anyone is in violation of this policy DSTE has authority to ask them to leave the premises. All booths must be staffed throughout trade show hours. Exhibitor may NOT move out until designated move-out times.
- 29. Restriction to Extent of Booth Space. Exhibitor shall not place any equipment or materials outside the limits of the assigned booth space or allow any equipment or materials to extend beyond the limits of the assigned booth space.
- 30. Trespass on the Rights of Others. All efforts to advertise, demonstrate, and operate the exhibit must be conducted so as not to trespass on the rights of other Exhibitors and visitors.
- 31. Move-In and Move-Out Schedule. The schedule for moving booth contents and setting up exhibits (Move-In) and for dismantling exhibits and removing booth contents from the exhibit hall (Move-Out) is as follows:

Monday, September 30, 2019

3:00 pm - 5:00 pm Exhibitor Move-In (Heavy Equipment Only)

Tuesday, October 1, 2019

8:00 am - 10:00 pm Exhibitor Move-In (Heavy Equipment) 8:00 am - 4:00 pm Exhibitor Move-In (Hand-Carried Materials)

Wednesday, October 2, 2019

7:00 am – 8:00 am – Conference Continental Breakfast will be open on tradeshow floor 12:00 pm - 6:00 pm – Tradeshow Open

Thursday, October 3, 2019

7:00 am – 8:00 am – Conference Continental Breakfast will be open on tradeshow floor 8:00 am - 12:00 pm Exhibitor Move-Out (**DO NOT MOVE OUT BEFORE 8AM**)