



2023 Commodity Classic Exhibitor Application and Contract

March 9 – 11, 2023 • Orange County Convention Center • Orlando, FL

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1. **Assignment, Subletting:** The arrangement for the space and privileges granted herein, or any part thereof, cannot be assigned, sublet or otherwise disposed of by Exhibitor without the consent of the National Corn Growers Association (NCGA) and American Soybean Association (ASA).
2. **Exhibitor Conduct:** No persons other than the Exhibitor's employees may exhibit or solicit business in the assigned space. Advertising and solicitation of orders by persons not registered to exhibit at the Commodity Classic is not permitted. No exhibitor is permitted to show goods or services other than those manufactured or provided by its firm in the regular course of business. Exhibitor representatives may not enter the exhibition other than exhibitor scheduled admission times, without prior permission of Commodity Classic.
3. **Exhibitor Property:** Commodity Classic will employ guards to take reasonable precautions for safeguarding the exhibitors' property. However, neither Commodity Classic, ASA, NCGA, sponsoring organizations, the Orange County Convention Center ("Convention Center"), nor employees or agents thereof will be liable for loss or damage to property of the Exhibitor or its representative from theft, fire, accident, loss in transit or other causes. Notwithstanding the above, exhibitors may make their own security arrangements regarding items requiring special security.
4. **Liability and Indemnification:** Exhibitor shall assume all liability for damage to the Convention Center by reason of its exhibit. Each exhibitor and display house shall provide a Certificate of Insurance to Commodity Classic prior to being allowed on the show floor for set-up as a requirement of participation in this show. Exhibitor agrees that the Commodity Classic, ASA, NCGA, sponsoring organizations, Convention Center, and their respective officers, directors, employees and agents are not responsible for any damages or charges imposed for violation of any law or ordinance whether due to Exhibitor or agent of Exhibitor. Exhibitor agrees that at the conclusion of the show, Exhibitor shall surrender the space occupied in the convention center in the same condition it was in at start of move-in. Exhibitor agrees that it is responsible for the defense and payment of any and all claims, demands and suits on account of any alleged injuries, death or other loss by individuals, or damage to property or other loss, to any party occurring in the Convention Center area or elsewhere because of the acts or omissions of the Exhibitor, its employees or agents, licensees, guests or contractors. Exhibitor agrees to defend, indemnify and hold harmless, the Convention Center, NCGA, ASA, Commodity Classic, and their owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "Indemnitees"), from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which any Indemnitee, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the Exhibitor, its officers, directors, employees, agents, contractors, or any other person or organization hired by the Exhibitor. Exhibitor's liability shall include, but not be limited to, all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Convention Center, or any part thereof. The term of this section shall survive the termination or expiration of this Application and Contract.
5. **Eligibility and Exhibitor Activities:** Commodity Classic reserves the right, in its sole discretion, to determine the eligibility of any company, product, promotion or part thereof, that in its opinion is not in keeping with the character or purpose of the Commodity Classic or is marketing goods and services other than those approved goods and services outlined in this Application and Contract. Exhibitors shall not make misleading claims. Regardless of timing or format, Exhibitors may not engage in conduct or activities prior to or during the show, at their booth or at any other Commodity Classic location including, but not limited to, hotels which Commodity Classic determines has or will have a negative impact on the programs or operations of NCGA, ASA, Affiliates or sponsors including, but not limited to, soliciting for participation, promoting or providing legal or other representation in connection with any lawsuits, or which is otherwise outside the character and purpose of Commodity Classic. Exhibitor acknowledges and agrees that Commodity Classic shall have the sole and final determination in these matters and that Exhibitors in violation of this provision shall forfeit their exhibit space or, if it is already occupying its exhibit space, Exhibitor shall be immediately removed from the show. No refunds will be provided.
6. **Exhibit Location:** Exhibitor booth location preference will be given first to confirmed 2022 Exhibitors and then considered on first served basis after space is released to the general public. However, Commodity Classic will be the sole assignor of the Exhibitor's booth location. Commodity Classic reserves the right to rearrange the floor plan and relocate any exhibit upon notification with said Exhibitor. Commodity Classic retains the right for first-priority assignment of association and association-related booths that may not be displaced by other Exhibitors regardless of the point system or booth assignment process.
7. **Exhibit Specifications:** Exhibits must be arranged so as not to obstruct the general view or hide other exhibits. Booth construction and materials must meet guidelines of the convention center, including multiple story and enclosed booths. Inline exhibitors may not erect a back wall higher than 8' or side higher than 3'. End caps must allow for a 4' site line on each side of the back of the booth (maximum width of back booth is 12' to allow a site line for exhibitors behind end cap and be no higher than 8').
8. **Safety:** The Exhibitor is entirely responsible for the leased space and agrees to reimburse Commodity Classic for any damage to the booth floors, walls, parking lot, or equipment. All food and product samples to be distributed at the show must be approved by the exclusive caterer in advance. All materials must be flame proofed. No flammable or toxic fluids or substances may be used or shown in the hall. Smoking and helium balloons are prohibited in the hall.
9. **Flooring and Equipment:** Flooring in your exhibit space is mandatory but not provided with exhibit space purchase. If you are not providing your own flooring for your booth, you must rent carpet from the show's General Services Contractor. Show Management reserves the right to "force carpet" any exhibit area that is without flooring by the published time/date in the exhibit services kit. Exhibitor is



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responsible for flooring cost. Booths must have back sides of displays covered when visible from an aisle (i.e. drape on back side of a pop-up structure in an island booth). Any additions or improvements to space other than standard equipment shall be at the Exhibitor's expense, subject to approval by the Commodity Classic and may be obtained through the official decorator/suppliers. Compliance with federal, state and local fire, tax and other laws and ordinances is required.

10. **Sound:** Exhibitors shall be responsible for maintaining booth noise so as not to interfere with the normal display and conversation of other exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Sound and noise should not exceed 80 decibels when measured from the aisle immediately in front of a booth. Show Management will intervene if necessary, and reserves the right to shut down exhibits deemed objectionable with booth noise by Show Management. Each exhibit will be operated in a dignified manner so as not to constitute an annoyance to adjoining exhibitors. 1. First warning - The Exhibitor shall be issued a verbal warning indicating a violation has occurred and instructing the Exhibitor to immediately correct the offense. 2. Second warning – The Source of the offense shall be shut off for a maximum of one hour. 3. Third warning final - The source of the offense shall be shut off for the remainder of the show. There will be no refund in whole or in part, of any exhibit or service order fees. The use of music in booth requires an appropriate license from BMI, ASCAP or similar organizations. Commodity Classic reserves the right to restrict exhibits which because of noise, method of operation or other reason become objectionable. Exhibits which, in the opinion of Commodity Classic, detract from the general character of the exhibit as a whole will be prohibited. This reservation includes persons, things, conduct, printed matter or anything of a character that Commodity Classic determines is objectionable. In the event of eviction, Commodity Classic is not liable for refunds.
11. **Signage:** The aisles, passageways and overhead spaces remain strictly under control of Commodity Classic. No signs, decorations, banners, advertising matter or special exhibits will be permitted in these areas except by purchase of aisle space and special permission of Commodity Classic. No overhead signage / materials may be hung from the ceiling by exhibitors, except islands of 6 or greater booths may hang professionally-produced signage and/or lighting over their ground supported booth. Lighting must be indirect and completely shielded so as to eliminate glare and interference with other exhibitors and guests. Displays which have large suspended video screens or rotating lighting must be pre-approved by Show Management in advance. The top of the booth's sign may not extend more than 22' from the exhibit hall floor without prior approval. Signage, draping and lighting MAY NOT block any Commodity Classic signage or other booths. Hanging signs and/or lighting must be hung directly over the booth and not the aisles. All signs, regardless of size, should be constructed of lightweight metals and plastics to allow greater flexibility and ease of installation. Signs and/or lighting should not be more than 50% of your booth space in size. All rigging must be requested first through the appointed decorator who will coordinate approval with show management and services as needed with the convention

center if they require providing rigging services. All hanging signage and/or lighting must adhere to the policies of the show facility. Commodity Classic reserves the right to refuse the use of such hanging signage and/or lighting that in its opinion is not in keeping with the character or purpose of the Commodity Classic, or causes injury or interferes with the display of other exhibitors. Obstruction of the aisles is strictly prohibited. Approval for the use of rigging for booth structure support, hanging signs, graphics, or draping at any height, is at the discretion of Commodity Classic Show Management. Variances may be issued at the exhibit management's discretion. Drawings should be available for inspection.

12. **Force Majeure:** If NCGA or ASA should be prevented or materially affected from conducting the Commodity Classic show, the Commodity Classic show is canceled, shortened, delayed, or otherwise altered or changed, or Commodity Classic cannot permit the Exhibitor to occupy this exhibit space due to circumstances beyond its control or determines not to offer the Commodity Classic at its sole discretion, the Commodity Classic will refund the Exhibitor the amount of the rental fee paid less an administrative fee to offset costs with no further obligation or liability to the Exhibitor. In all circumstances, Commodity Classic shall notify the Exhibitor at the earliest date possible of the circumstances preventing the Commodity Classic from being held. Exhibitors acknowledge and agree that Commodity Classic shall not be responsible for any losses or damages Exhibitors may incur in connection with the cancellation, modification, or alteration of the Commodity Classic show including, but not limited to, travel to the show, exhibit setup, and employee wages.
13. **Exhibit Personnel:** Exhibit hall admission is by official badge only. Exhibit personnel must wear Commodity Classic Exhibitor identification badges while on the exhibit floor. Exhibitors receive two complimentary exhibitor registrations for the first 10' x 10' exhibit space and one additional complimentary registration for each additional booth.
14. **Americans with Disabilities Act:** Exhibitors shall be responsible for compliance with the Americans with Disabilities Act as it relates to their participation in the Commodity Classic show, their booth, promotional materials and other services and activities conducted by the Exhibitor during the Commodity Classic show.
15. **Installation and Dismantling:** Installation of booths must be complete at time published or space will be released without refund. The Exhibitor agrees to not dismantle, pack or remove any part of its exhibit until the published close. At the final closing of the show, the Exhibitor shall surrender possession of the exhibit area to Commodity Classic. All booth items not arranged for at the conclusion of the published dismantling time may be disposed of or handled at the official contractor's discretion at the Exhibitor's expense.
16. **Exhibitor Functions:** Any exhibitor which would like to use function space at any of Commodity Classic's contracted hotels or within the Convention Center must first obtain the prior written approval of Commodity Classic for use of such space through the Show Director. Should the planned use of the function space be for goods and services outside the scope of those listed in this Application and Contract or for goods or services outside of the character and purpose of the show, such exhibitor shall be deemed to have consented to the termination of its function space and waives any and all



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claims against Commodity Classic, ASA, NCGA or the hotel as a result of such termination.

17. **Solicitation and Social Media:** Please refer to the solicitation and media access policy at www.commodityclassic.com and report any violations to the Commodity Classic staff.
18. **Photography:** Commodity Classic reserves the right to allow its contracted photographer to take general photos of the exhibition. Exhibitors are prohibited from taking videos and photographs of any booths on the Commodity Classic show floor other than their own booths. Aerial photography, videography, or drones by an Exhibitor, are strictly prohibited. Registration and attendance at or participation in the exhibition, or ASA or NCGA meetings and other activities during Commodity Classic constitutes an agreement by the Exhibitor on behalf of its employees, agents and contractors to Commodity Classic, ASA and NCGA to use and to distribute (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.
19. **Animals:** No animals are permitted in the Orange County Convention Center other than service animals.
20. **Personal Data:** Exhibitors must ensure compliance with applicable laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). The Exhibitor shall hold Commodity Classic, NCGA, ASA, and their respective directors, officers, employees, agents or subcontractors harmless from any consequences of the breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination of this Application and Contract.
21. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL THE CONVENTION CENTER, NCGA, ASA, COMMODITY CLASSIC, AND THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "COMMODITY CLASSIC PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE COMMODITY CLASSIC PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT COMMODITY CLASSIC PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE COMMODITY CLASSIC PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL

ATTORNEY'S FEES AND COSTS INCURRED BY COMMODITY CLASSIC PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND EXHIBIT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

22. **Severability and Enforcement:** The parties explicitly acknowledge and agree that the provisions of this Application and Contract are both reasonable and enforceable. However, the provisions of this Application and Contract are severable, and the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.
23. **Amendments and Determinations:** These Rules and Regulations are a part of the Application and Contract between the Exhibitor and Commodity Classic, and are formulated in the best interest of the Exhibitor. Commodity Classic requires full cooperation of the Exhibitor in observing these regulations. Points not covered in this Application and Contract are subject to the sole determination of Commodity Classic. Exhibitor acknowledges that Commodity Classic may amend these Rules and Regulations at any time and shall provide Exhibitor with notice of such amendments.
24. **Violations:** Violations of any of these Rules and Regulations on the part of Exhibitor, its employees or agents shall, at the option of Commodity Classic, constitute cause for Commodity Classic to terminate this Application and Contract and/or expel Exhibitor from the show, become ineligible to participate in future Commodity Classic shows, and Exhibitor shall forfeit all fees paid.