

2018 Commodity Classic

Large Equipment Parking Lot Rental Agreement

Exhibitor Name: _____ (“Exhibitor”)

Contact Person: _____

Contact Number: _____

Contact Email: _____

Date: Monday February 19th at 7:00 am – Monday March 5th at 8:00 pm

This Parking Lot Rental Agreement (“Agreement”) is entered into on the date noted above between Exhibitor and the American Soybean Association and National Corn Growers Association d/b/a Commodity Classic (“Commodity Classic”) for Exhibitor’s use of the parking lot located at **Glover Stadium, 1125 N La Palma Pkwy, Anaheim** (“Parking Lot”). The terms of this Agreement are in addition to the terms outlined in the Commodity Classic Exhibitor Application and Contract.

1. Assignment of Space - Commodity Classic will provide additional space in the Parking Lot for set up, staging and clean-up of large equipment for trade show display for an extended time prior to move-in and after move-out. Commodity Classic shall have the right to determine exhibitor use of the lot and provide the applicable move in and move out dates and time. . It is the Exhibitor’s responsibility to coordinate the move-in and move-out out of their equipment so as to ensure its equipment does not arrive prior to the move-in date and time and is removed from the Parking lot on the move-out date. Any Exhibitor which has equipment on the Parking Lot after the move-out date will be subject to removal by Commodity Classic’s designated vendor at the Exhibitor’s expense and charged an additional rental fee of \$1,000.00 per day.
2. Use of Parking Lot - No overnight parking of vehicles will be allowed in the Parking Lot due to space restrictions unless approved in advance by Commodity Classic. Exhibitor shall be solely responsible for any damage to the Parking Lot. The official decorator will publish an official power washing supplier’s contact information in the service kit for Exhibitor to arrange for power washing of its equipment at the Exhibitor’s cost. All power washing must take place in the area designated by Commodity Classic. The official trade show decorator will provide

port-a-potties and hand-wash stations if restrooms are not available on the Parking Lot. Ramps, unloading equipment etc. will be the responsibility of the Exhibitor to provide (at its expense) or to coordinate with another exhibiting company for use at the Exhibitor's expense. Commodity Classic will provide security on the Parking Lot starting the evening of the scheduled first day of lot use through the morning of the scheduled move out day.

3. Insurance - Prior to admission to the Parking Lot, Exhibitor must provide Commodity Classic with a certificate of insurance as specified in exhibitor application and as outlined in the exhibitor service kit.

4. Indemnification - Exhibitor shall indemnify, defend and hold the American Soybean Association, the National Corn Growers Association, their respective officers, directors, employees and agents (collectively "Commodity Classic Indemnitees"), harmless from any and all actions, causes of action, claims, demands, losses, damages, expenses or liabilities of whatsoever kind and nature, including judgments, interests, and attorneys' fees, and all other reasonable costs, expenses and charges which any of the Commodity Classic Indemnitees incur for any reason resulting from the Exhibitor's performance or breach of the terms and conditions of this Agreement or out of the negligence, gross negligence or willful misconduct of Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Agreement

5. Force Majeure – Neither party shall be liable to the other party should it fail to fully or to partially perform its obligations under this Agreement due to any cause beyond its control including, but not limited to, acts of God, war, government regulations, disaster, acts of terrorism, strikes or threat of strikes, civil disorder, curtailment or delay in transportation. In the event of termination of this Agreement under this provision, Commodity Classic shall refund to Exhibitor any parking lot rental fees made to it by Exhibitor.

6. Assignment - Exhibitor shall not assign its rights and duties under this Agreement without Commodity Classic's prior written consent.

ACCEPTED AND AGREED:

For Exhibitor:

Signed: _____

Print Name: _____

Title: _____

For Commodity Classic:

Signed: _____

Print Name: _____

Title: _____

Signed _____

Print Name: _____

Title: _____