



EXHIBITOR AGREEMENT

This Exhibition Agreement (the "Agreement") is between United Agribusiness League ("UnitedAg"), an agricultural trade association, located at 54 Corporate Park, Irvine, CA 92606, and _____, located at _____ ("Exhibitor"), in connection with the UnitedAg EmpowerU ("Annual Meeting") scheduled to take place at the Disney California Grand Hotel and Resort, March 6-8, 2019.

WHEREAS, UnitedAg is a multi-commodity member-owned agricultural trade association dedicated to providing innovative solutions for a strong and healthy agricultural industry. The member organizations network and share creative ways to transform ever changing industry.

WHEREAS, the Exhibitor desires to exhibit at the Event for the promotional opportunity afforded to the Exhibitor by such Event in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in light of the foregoing and for good and valuable consideration, including the promotional opportunities to be afforded to the Exhibitor as provided herein, UnitedAg and the Exhibitor agree as follows:

I. General Terms

Section 1, Compliance With Exhibition Rules and Regulations. Exhibitor shall at all times during the Event observe and comply with UnitedAg's Exhibition Rules and Regulations (the "Exhibition Rules"), as may be updated from time to time. A copy of UnitedAg's current Exhibition Rules are attached to this Agreement and incorporated herein. UnitedAg shall have sole authority to interpret and enforce the Exhibition Rules and to make any amendments thereto as shall be necessary, in the sole judgment of UnitedAg, for the orderly conduct of the Exhibition. Exhibitor further agrees to comply with the Exhibition Rules and with all applicable laws, ordinances, and regulations. All matters and questions not specifically covered by these rules and regulations are subject to the decision of UnitedAg whose decisions will be final. The Exhibitor agrees to accept and abide by such decisions. Please note: All booth applications are subject to UnitedAg's approval.

Section 2, Exhibitor Conduct. Exhibitor agrees not to display or distribute any promotional items or to engage in any marketing or advertising during the Event outside of its approved booth at the Exhibition Area. Exhibitor further agrees to conduct itself in a manner that is courteous and respectful of UnitedAg and its staff and of attendees at the Event. Any Exhibitor who, in the sole opinion of UnitedAg, engages in conduct

that is unethical, offensive or that is not in keeping with or appropriate for the Event, may be dismissed from the Exhibition without refund. Any Exhibitor violating the Exhibition Rules may further be subject to ejection and may forfeit the opportunity to exhibit in subsequent years.

Section 3, Exhibitor Contact. Exhibitor appoints the following as its authorized contact person (the "Exhibitor Contact") for all issues related to the booth of the Event:

Name: _____
Email: _____
Cell Phone: _____

The foregoing Exhibitor Contact shall be available throughout the Event, and Exhibitor represents and warrants to UnitedAg that the Exhibitor Contact has sufficient authority to make any changes to the booth of activities of Exhibitor during the Event and to carry out any instructions or requests of UnitedAg or its staff in a prompt and courteous manner.

Section 4, Exhibitor Acknowledgment. Exhibitor agrees and acknowledges that UnitedAg shall have the ongoing right to require changes to Exhibitor's booth or to any conduct or offerings in the Exhibition Area or any other activities during the Event. In the event Exhibitor fails to promptly comply with any request from UnitedAg relating to Exhibitor's booth or to Exhibitor's conduct, UnitedAg shall have the right to require removal of or to remove Exhibitor's booth and to bar Exhibitor from further participation in the Event without refund.

Section 5, Exhibition Fee. Exhibitor shall pay the exhibition fee set of Two Thousand and 00/100 Dollars (\$2,000.00) (the "Exhibition Fee") to UnitedAg within fourteen (14) days following execution of this Agreement and, in any case, no later than December 31, 2018. Any failure to pay the Exhibition Fee shall entitle UnitedAg to terminate this Agreement, as set forth below.

Section 6, Termination. UnitedAg shall be entitled to terminate this Agreement in the event that the Exhibitor fails to pay the Exhibition Fee. UnitedAg shall also be entitled to terminate this Agreement in the event that the Exhibitor fails to adhere to the Exhibition Rules or to any other rules and regulations governing the Exhibition or to promptly and courteously follow any instruction from UnitedAg or its staff. If Exhibitor cancels its exhibit space after January 31st, the Exhibitor will forfeit the Exhibition Fee. If UnitedAg is able to resell the Exhibitor's exhibit space, UnitedAg may, in its sole discretion, refund or credit some or all of the Exhibition Fee.

Section 7, Limitation of Liability; Indemnification. Except as expressly provided in this Agreement, all warranties expressed or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement are disclaimed by UnitedAg. Neither party hereto will be liable for lost profits, lost opportunities, or indirect reliance, incidental or consequential damages under any circumstances. In no

event shall UnitedAg's liability under or in connection with this agreement, regardless of the form of action giving rise to such liability whether in contract, tort or otherwise, exceed the amount of the Exhibition Fee paid to UnitedAg by Exhibitor.

The Exhibitor agrees to indemnify and hold harmless UnitedAg, Board of Directors, its officers, members and employees from loss or expense (including legal expense) to any person or persons for or by reason of: any breach by the Exhibitor of this Agreement; any condition, defective or otherwise, of any apparatus, equipment or fixtures furnished by the Exhibitor in connection with its exhibit; and any act or omission of the said Exhibitor, its employees or agents. The Exhibitor's indemnity includes, but is not limited to, claims of copyright, trademark or patent infringement, unfair competition, and product liability. The Exhibitor expressly releases UnitedAg and all aforementioned individuals from any and all claims for such loss, damage or injury. The Exhibitor assumes the entire responsibility for and hereby agrees to protect, indemnify, defend and hold harmless UnitedAg, the Event's venue, their employees and agents against all claims, losses and damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by the Exhibitor, or their employees' or agents' installation, removal, maintenance, occupancy or use of exhibit premises or a part thereof, excluding any such liability caused by the sole negligence of Event's venue, or contracted third-party service provider, its employees and agents. The Exhibitor also assumes responsibility for any and all obligations, including music license royalty fees, resulting from its use of live or recorded music and indemnifies UnitedAg for the same.

Section 8, Insurance. Exhibitor is responsible for securing insurance coverage for participation in connection with the Event. Exhibitor must have insurance policies covering booth/table materials and/or equipment transporting from their home base to the show, vice versa, and also during the Event. Exhibitor must also have public liability and property damage insurance. Exhibitor should check with their corporate insurance policy as most policies will provide riders for such coverage at trade shows/Exhibitions. Exhibitor acknowledges and agrees that its participation in the Exhibition is solely at the Exhibitor's own risk. Exhibitor who hires a third party contractor for the installation of their booth must make sure they have insurance coverage before appointing them. Exhibitor shall obtain general liability, property damage and fire insurance of not less than \$1,000,000 combined single limits at the Exhibitor's own cost and expense. United Agribusiness League (UnitedAg), Freeman must be named as additional insured with limits of liability of at least \$1,000,000 combined single limits including bodily injury, property damage, fire and theft.

Section 9, Force Majeure. Neither UnitedAg nor the Exhibitor shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, terrorist act or threat or any other cause beyond its control. It is understood and agreed that in the event of the cancellation of the Event, or in the event the Exhibition is rendered unusable for any reason stated above, then and thereupon this Agreement shall terminate and the Exhibitor shall pay for said

space only up to the time of said termination, pro rata, and the Exhibitor hereby waives any claims for damages or compensation should this agreement be so terminated.

Section 10, No Partnership. Nothing in this Agreement shall be construed as constituting a partnership between the Exhibitor and UnitedAg. Both the Exhibitor and UnitedAg will retain all rights to any logos, trademarks and service marks of their respective organizations although the Exhibitor expressly consents to the use and display of such marks, individually and in connection and juxtaposition with each other and the marks of other participating Exhibitor, in connection with the promotion of the post-event publicity or follow-up activities and, of course, with respect to the Event itself. Neither party shall represent that it has any right or authority to bind the other, or create any obligations, express or implied, except as expressly provided in this Agreement.

Section 11, Entire Agreement; Governing Law: This Agreement, may be modified only in writing signed by the authorized representatives of both parties, and contains the parties' entire understanding with respect to the subject matter hereof and supersedes any and all prior agreements, understandings or discussions with respect to the subject matter hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

II. Exhibition Rules and Regulations.

Section 1, Alcoholic Beverages. Exhibitor may not serve alcohol in their contracted booth space.

Section 2, Agreement to Rules. The Exhibitor, for itself and its employees, agrees to abide by the UnitedAg Exhibitor Rules set forth in this Agreement and any other rules, policies or regulations of the owner of the Exhibition Facility (collectively, the "Rules") and by amendments that may be put into effect by UnitedAg, Event venue and its contracted decorating company.

Section 3, Amendment to Rules. Any matters not specifically covered by the Rules shall be subject solely to the decision of UnitedAg. The Rules may be amended at any time by UnitedAg, and all amendments made shall be binding.

Section 4, Booth Representatives. The Exhibitor's booth representatives shall be restricted to employees of the exhibiting organization who are registered to attend the Annual Meeting. Booth representatives shall wear "Exhibitor" badge identification, furnished by UnitedAg, at all times.

Section 5, Care of Building. The Exhibitor will be held responsible for any damage done by its employees or representatives to the Event venue. The Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other Exhibitors' property. The Exhibitor may not apply paint,

lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.

Section 6, Decoration. UnitedAg shall have full discretion and authority in the placement, arrangement and appearance of all items displayed by the Exhibitor, and may require the replacement, rearrangement or redecorating of any item or of any booth that UnitedAg deems inconsistent with the principal purpose of the Exhibition or inappropriate for any other reason, and no liability shall be attached to UnitedAg for costs that may devolve upon the Exhibitor thereby. Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner so that they are not unsightly to Exhibitor in adjoining booths.

Section 7, Demonstration Equipment Placement. All demonstration equipment, including the operator's position, must be located at least two feet removed from the aisle line of the exhibit area.

Section 8 Distribution of Printed Materials, Samples, Souvenirs. The Exhibitor may distribute marketing materials, samples, souvenirs, publications, etc. only from within their contracted space. The distribution of any article that interferes with the activities in, or obstructs access to, exhibits, or that impedes aisles, is prohibited. Neither Exhibitor nor non-exhibitor shall distribute to meeting attendees printed materials, samples, souvenirs and the like, except from within the contracted booth space.

Section 9, Early Tear Down. Exhibitor shall not initiate tear-down, packing, or abandon exhibit prior to close of the Exhibition. In the event Exhibitor begins teardown prior to the close of the Exhibition, the Exhibitor will be in non-compliance may be refused the right to exhibit at future UnitedAg events.

Section 10, Eligible Exhibits. UnitedAg has the sole right at any time including during the Event to determine the eligibility of any organization or product for inclusion or continued participation in the Exhibition.

Section 11, Exhibitor Appointed Contractors. Any company using Exhibitor Appointed Contractor companies must provide UnitedAg with a certificate of insurance, clearly stating who the exhibiting company is. Certificate of insurance is required. Every Exhibitor and Exhibitor Appointed Contractors must comply with applicable labor agreements and practices and must not commit or allow to be committed by persons in its employment any acts that could lead to work stoppage, strikes, or labor problems.

Section 12, Exhibition Opportunity. For the Fee specified in the Exhibitor Application, the Exhibitor will be designated as an Exhibitor of the Event and shall receive from UnitedAg the Exhibition benefits specified in the Exhibitor Application.

Section 13, Exhibition Restrictions. UnitedAg reserves the right at any time to prohibit or remove any exhibit, display, device, or part thereof, or prohibit the exhibit, display, device or promotional material that in its opinion is not suitable to or in keeping with the mission of UnitedAg. Furthermore, UnitedAg reserves the right at any time to

prohibit or remove any exhibit, display, device or promotional material if the activity of the Exhibitor regardless of location of activities is in UnitedAg's sole opinion not suitable to or in keeping with the mission of UnitedAg. Exhibitor may not engage in any activity that will interfere with or in UnitedAg's opinion be reasonably objectionable to other exhibits or that may present UnitedAg or the Event in a false or negative light, whether at the Exhibition area or elsewhere during the Event. The Exhibitor agrees not to use hotel or hospitality rooms to exhibit or for demonstrations or entertaining at hours that conflict with scheduled UnitedAg meetings, UnitedAg events and Exhibition hours.

Section 14, Exhibitors' Discussions, Costumes, Promotion. The Exhibitor shall not engage in any activities in the aisle or in booths other than its own. The Exhibitor's representatives wearing appropriate costumes or carrying banners or signs separately, or as part of their apparel, must remain in their own contracted booth space.

Section 15, Fire Prevention Requirements. Exhibitor shall conform to all regulations of the local fire department. In addition, all main and cross aisles, corridors, exhibit areas, exit stairways, and other areas will be maintained at their required width at all times the Exhibition is open; no obstructions such as chairs, tables, or displays will be allowed to protrude into aisles. No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, boxes, excelsior, and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays.

Section 16, Food & Beverage. Exhibitor may not bring food or beverage from the outside. All food and beverage must be ordered through UnitedAg. All food/beverage samples distributed by the Exhibitor are subject to the approval of UnitedAg. All food/beverage portions or samples distributed must not exceed two (2) ounces by weight. Exhibitor shall be solely responsible for ensuring that any approved food/beverage samples are in safe condition for consumption and in compliance with all applicable laws and regulations.

III. Exhibit Terms

Section 1, Provision for non-infringement. Exhibitor warrants that disclosure and delivery of any information, goods, documents, software and other materials, and use thereof, as contemplated by this Agreement, will not knowingly infringe or violate any proprietary right of any third party, including, without limitation, any copyright, trademark, known patent or trade secret right.

Section 2, Warranty of genuineness of goods. If a situation arises which constitutes an infringement, Exhibitor will have the obligation to, at its option: (i) modify the Infringing goods, equipment or software at its own expense, without impairing in any respect the functionality, level of quality of goods or performance, so that it is non-infringing;

(ii) replace the goods, system, equipment or software with equally suitable, non-infringing goods, system, equipment or software.

Section 3, Installation – Showing – Dismantling. Hours and dates for installation, showing, and dismantling shall be those specified by UnitedAg. The Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before conclusion of the dismantling period specified by UnitedAg.

Section 4, Lotteries, Contests. The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime, is permitted only as allowed by the laws of the jurisdiction in which the Event is being held and upon written approval from UnitedAg. In the event UnitedAg approves any such lotteries, contests, Exhibitor understands and acknowledges that Exhibitor will remain solely responsible for compliance with any or all rules and regulations governing such lotteries, contests.

Section 5, Noise and Odors. No noisy or obstructive work will be permitted during open hours of the Exhibition, nor will noisily operating displays, nor exhibits producing objectionable odors, be allowed.

Section 6, Non-Endorsement. The exhibiting of services, products or equipment at any UnitedAg event or program does not constitute an endorsement or approval by UnitedAg of such services, products or equipment. The Exhibitor is not permitted to represent in any manner or at any time that such services, products or equipment have been endorsed or approved of by UnitedAg.

Section 7, Obstruction of Aisles or Booths. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by UnitedAg.

Section 8, Presentations Sound Amplifying, Reproducing Equipment. The use of sound systems is permissible, provided that they are not audible more than three feet into the aisle or into neighboring booths, and that the sound is directed exclusively into the Exhibitor's booth. UnitedAg shall have absolute control over this regulation, the intent of which is to ensure that sound systems shall not be audibly objectionable to neighboring Exhibitor. Sound amplification may be used by an Exhibitor only for the dissemination of information to the meeting's audience that directly relates to products and/or services of the particular company displaying such products and/or services at the Event. Any presentation that interferes with the activities in, or obstructs access to, neighboring booths, or that impedes aisles, is prohibited.

Section 9, Safety. The Exhibitor must take all steps it deems advisable to protect and insure its employees, exhibit, equipment and property from injury, loss or damage during the entire term covered by this contract. The Exhibitor expressly releases UnitedAg, the event venue and their Board of Directors, officers, directors, members, employees and agents from any and all claims for such injury, loss or damage.

Section 10, Staffing of Exhibits. All exhibits must be continuously staffed each day of the Exhibition during those hours when the Exhibition is open to attendees. There will be no exceptions.

Section 11, Trademark Usage. Exhibitor agrees and acknowledges that the use of UnitedAg trademarks by Exhibitor, in connection with the Event, in associated marketing materials and activities, or in any other way, is strictly prohibited, unless permission for use is provided to Exhibitor in writing by UnitedAg.

IV. Exhibitor Application

Company Name	Company Address	City, State, Zip	Company Phone Number
Primary Contact	Primary Contract Title	Primary Contact Telephone Number	Primary Contract Contact Email
Billing Contact	Billing Contact Address	City, State, Zip	Billing Phone Number
Exhibit Representative	Exhibit Representative's Cell Phone #	Exhibit Representative's Email	Name for Badge
Exhibit Representative	Exhibit Representative's Cell Phone #	Exhibit Representative's Email	Name for Badge
Exhibit Representative	Exhibit Representative's Cell Phone #	Exhibit Representative's Email	Name for Badge
Exhibit Representative	Exhibit Representative's Cell Phone #	Exhibit Representative's Email	Name for Badge

V. Agreement Execution

This Agreement is executed this _____ day of _____, 2018, at _____, California.

United Agribusiness League _____

By: _____
 Clare Marie Einsmann, Esq.
 Executive Vice President & General Counsel

By: _____

 Print Name and Title