

Rules of the Contract for GEAPS Exchange Exhibit Space

The undersigned exhibitor agrees to rent and occupy trade show booth space, as shown on the official floor plan, from the Grain Elevator and Processing Society during the Exchange 2020 exposition. The undersigned further agrees to abide by the rules and terms stated below, and to pay a rental fee in US dollars: at least half as a down payment by March 26, 2019 and the remainder on or before September 5 2019. The undersigned also understands the requirement that each exhibiting company must employ at least one GEAPS member, or \$500 will be added to the total cost of booth space rental.

1. What the Rental Fee Includes

The rental fee paid for exhibit space is for space only and does not include carpet, furnishings, receiving or handling of exhibit material, or other services. Exhibit space includes back and side drape, and a uniform identification sign. Exhibitors will furnish any other items they wish to have in their exhibit space.

2. Payment, Termination and Refunds

Exhibitors must make payment of the exhibit space rental fee according to the schedule and terms described on the front of this contract. GEAPS may terminate this contract at any time after September 5 of the year immediately preceding the Exchange if an Exhibitor has not paid the total fee for space rented. Refunds for exhibit space will not be given after December 1 of the year immediately preceding the exposition unless special circumstances occur. In the event that the show is physically sold out (there is no room for expansion) and there is an established waiting list, refunds will be given on a 1:1 basis less 10% of the rental fee paid for that particular space. The refund will only be given if the space is re-rented. In the event of a cancellation, exhibitors must notify GEAPS in writing. If an Exhibitor has rented a dedicated island of 20'x20' or larger and wishes to cancel, the cancellation applies to the entire dedicated island space. An Exhibitor cannot cancel portions of a dedicated island space and retain the remaining square footage.

3. Occupation of Exhibit Space

Exhibitors will occupy their contracted exhibit space during the entire exposition. No early tear-downs are permitted. No subletting of any part of an Exhibitor's space is allowed, including subletting to distributors or other companies affiliated with the Exhibitor. No rights under this contract may be assigned without GEAPS' written consent. If an Exhibitor fails to occupy their contracted exhibit space, GEAPS will have the right, without notice, to occupy that space in the manner GEAPS deems best for the exposition, and the Exhibitor will be liable for any loss suffered by their failure to occupy the space.

4. Relocation

GEAPS reserves the right to relocate any Exhibitor in space other than that for which the Exhibitor contracted and paid a rental fee, if GEAPS determines it is in the best interest of the exposition. However, GEAPS will only make a change of location after discussion with the Exhibitor who is being moved.

5. Suppliers of Exposition Services

GEAPS will select a general contractor and other suppliers to provide exposition services. A manual will be sent to Exhibitors containing forms and instructions for renting exhibit furnishings and services from the suppliers selected by GEAPS. Exhibitors will use these suppliers for all furnishings and services needed, including utilities; or Exhibitors will notify GEAPS, in writing, at least 30 days prior to setup of the exposition of their intention to use other suppliers; Exhibitors will obtain GEAPS' written authorization before using other suppliers.

6. Exhibit Material, Activity, Noise and Air Compressors

Exhibitors will display only products or services directly applicable to the handling, storing or processing of grain or grain products, and display only products their own companies manufacture or sell. Booth

attractions/activities (e.g. shoe-shine stations, chair massage, costumed characters, etc.) unrelated to the exhibitor's line of business are permitted as long as they are confined to the exhibitor's rented exhibit space and do not impede on another exhibitor's ability to conduct business. GEAPS reserves the right to prohibit or remove display material, booth attractions, or activities, which in GEAPS' judgment detracts from the exposition. GEAPS reserves the right to restrict any exhibit, which, due to noise or other reason, is objectionable to GEAPS. Voice amplifiers for live demonstrations will not be allowed. In addition, if an exhibitor wishes to use compressed air, it must be purchased through the convention center if it is available. If compressed air is not available through the convention center, exhibitors may bring or arrange for their own bottled air if allowed by the facility. The cylinder must be appropriately contained. Exhibitors are not allowed to use air compressors in their exhibit space. GEAPS also reserves the right to prevent any Exhibitor from displaying beyond the bounds of the Exhibitor's rented exhibit space, either inside or outside the exposition facility.

7. Sizes and Placement of Display

Exhibits must be set in line with the Exhibit Design Rules attached to and made part of this contract.

8. Serving Refreshments

Exhibitors are only permitted to provide commercially-packaged "sample-size" food and/or non-alcoholic beverages and event-related novelties provided the exhibitor provide advance notice consistent with GEAPS and the facility management policies.

9. Cooperation with Union Rules

Exhibitors will cooperate with union employees and union rules whenever exposition services and activities are governed by them.

10. Cooperation with Municipal and Facility Rules

Exhibitors will cooperate with all rules of the local police, fire department and other municipal authorities in the city where the exposition is held. In addition, Exhibitors will cooperate with all rules of the facility in which the exposition is held.

11. Damage to the Exposition Facility

Exhibitors will not damage the exposition facility in any way, or permit it to be damaged by any substance or activity. If any Exhibitor, or the Exhibitor's agents, employees or guests, cause damage to the exposition facility, the Exhibitor will pay Exposition Facility Management the amount necessary to restore the facility to the condition it was in before being damaged by the Exhibitor.

12. Security

GEAPS will employ a security firm to guard the exposition hall against theft or damage to exhibit material.

13. Assumption of Risks: General Liability Insurance

Each Exhibitor MUST provide a Certificate of Insurance evidencing Commercial General Liability insurance. Certificates must be sent to, and received by Grain Elevator and Processing Society (GEAPS) by September 5, 2019. Not providing a Certificate of Insurance will exclude the exhibiting company from participating in GEAPS Exchange 2020. Please note that Commercial General Liability Certificates of Insurance must show the following: Single Limit of liability in the amount of \$1,000,000 per occurrence. The Additional Insureds should be listed as Grain Elevator and Processing Society (GEAPS) and the city of Minneapolis, its officers, agents and employees. Exhibitor assumes risk associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Exhibition, including, risks of theft, loss, harm or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, Act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage areas), including any subrogation claims by its insurer. The exhibitor agrees to carry appropriate insurance to cover these risks. Neither Grain Elevator and Processing Society (GEAPS) nor city of Minneapolis accepts responsibility, nor is a bailment created, for property delivered by or to the Exhibitor. Neither Grain Elevator and Processing Society (GEAPS) nor the Exhibit Facility, nor any of their respective officers, directors, shareholders, employees, representatives or assigns, shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, risks, damages and liability described in this paragraph.

14. Cancellation of the Exposition

In the event the exposition is cancelled for any reason, GEAPS will not be liable for anything except the return of the rental fee paid by each Exhibitor for exhibit space.

15. Enforcement of Contract Rules

GEAPS and its designated representatives will have the power to enforce the rules of the contract established herein, and may from time to time establish additional rules. Consequences of not conforming to the rules of the contract after being asked to make a modification to comply: The Exchange general services contractor at the contractor's discretion in consultation with the GEAPS Exchange Exhibitor Services On-Site Committee will modify or remove the exhibit display and at the exhibitor's expense. Additionally, the IEC reserves the right to revoke the exhibitor's "priority-list" position [lose all accumulated priority credit to date.] The GEAPS designated Expo On-Site Committee* at its discretion and by consensus of the committee, may deviate from these penalty guidelines.

*Expo On-Site Committee: GEAPS Intl Board 1st & 2nd Vice Presidents + Assoc Board Vice President & Secretary + GEAPS Exposition Services Manager + exposition services contractor representative