



## EXHIBITOR TERMS & CONDITIONS FOR RICE MARKET & TECHNOLOGY CONVENTION

**THE FOLLOWING CONDITIONS** as well as rules and regulations laid down by the show organizers, are part of the Participation Agreement made through the signing of the "Booth Application and Contract Form" as though fully incorporated therein and each participant, hereinafter referred to as Exhibitor, is bound by each and every one thereof.

**THE US RICE PRODUCERS ASSOCIATION** is herein after referred to as Management, undertakes within the framework of the offer submitted to carry out project described in the Rice Market & Technology Convention Registration File, on the condition that the requisite number of Exhibitors apply.

**SPACE ASSIGNMENTS:** Management reserves the right to assign all exhibit booth space. Requests for specific locations will be considered on a first come first served basis. No assignment will be official until a completed application and the proper deposit has been received and accepted by Management. The location and layout of the Rice Market & Technology Convention is subject to change at the sole discretion of the show organizers. The floor plan of the exhibition may also change to fit the total space demand. Space numbers printed in the exhibition floor plan are for pavilion use only. Management reserves the right to accept or reject any and all applications.

**SETUP AND REMOVAL:** The exhibit area will be available for setup on **Tuesday, May 31, 2022**. Exhibit materials may NOT be dismantled before 5:00 p.m. on **Thursday, June 2, 2022**, and must be completely removed by 8:00 p.m. the same day. **No exhibit may be erected after the exhibition opens nor may be dismantled before the official closing time without written permission from the US Rice Producers Association.** It is the responsibility of the Exhibitor to see that all materials are delivered to the hotel and removed from the hotel by the specified deadline. Should there be failure to remove the exhibit; removal will be arranged by the US Rice Producers Association at the expense of the Exhibitor.

**FAILURE TO OCCUPY SPACE:** Space not occupied by the close of the exhibit installation period, as specified in the accompanying materials, will be forfeited by the Exhibitor and may be resold, reassigned or used by the Management without refund, unless prior approval is obtained in writing from the Management. When exhibit materials are on hand, the Management reserves the right to assign labor to set up any display that is not completely erected by 5:00 p.m. on opening day of RMTTC and the Exhibitor will be liable for all charges incurred.

**EXHIBITOR AGREES** to provide their own property and liability insurance, keep a fully equipped, manned booth in the Rice Market & Technology Convention at all opening hours throughout the show, make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of Exhibitor's space without written consent from Management.

**LIABILITY:** The Exhibitor agrees to indemnify and hold harmless the Management, the show organizers, the Exhibition Hall Facility and City in which this exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments expenses, cost and charges of every kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others.

The Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious

disappearance, bomb threats, or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. The Exhibitor agrees that Management shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotional material. Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, cost and expenses, including, without limitation, attorney's fees and amount paid in settlement, incurrent in connection with such claims arising out of the acts or negligence of Exhibitor, his agents or Employees. The Exhibitor must surrender space occupied in the same condition that it was at commencement of occupation. The Exhibitor or an agent of the Exhibitor shall not injure or deface the walls, columns or floors of the hotel, the booth(s) or the equipment or furniture of the booth(s). When such damage occurs, the Exhibitor shall be liable to the owners of the property so damaged.

**PAYMENT SCHEDULE:** Payment is due with submission of the Exhibitor Registration. Management holds the right to grant an alternative payment schedule on a case by case basis. Management holds the right to replace any Exhibitor who has not paid for its space by close of business 45 days prior to the event's opening date. The cancellation policy listed below will apply in that case.

**CANCELLATIONS:** In the event of Management agreeing to any request for release from the contract, Exhibitor will be liable for all or part of the exhibit space cost stated overleaf in the Booth Application and Contract Form in the following scale:

***Cancellation up to 90 days before the show, 50% of cost***

***Cancellation less than 90 days before the show, full cost***

This scale will apply only from the date Management receives written notice by letter, email or fax. These cancellation fees are considered to be liquidated damages for the injuries Management will suffer as a result of Exhibitor's cancellation. The Exhibitor acknowledges that damages for breach of this contract are difficult to ascertain at the time of this contract's formation and moreover, Exhibitor acknowledges that the agreed upon liquidated damages are a reasonable forecast of compensatory damages in case of breach. The Exhibitor also acknowledges that its withdrawal from its reserved space at a time when other entities would be interested in occupying it will cause Management to sustain damages. In such situation, the Management's damages will be significant, but not precisely calculable. This provision for liquidated and agreed upon damages is not a penalty and therefore the provision for liquidated damages is valid. The date of cancellation should be the postmarked date on such correspondence.

**FORCE MAJEURE:** In the event of fire, war, public calamity, force majeure or other reasons beyond Management's control preventing all that is indispensable to the staging of the Rice Market & Technology Convention, Management may decide at any time to cancel all applications for Exhibit Space already filed while notifying the Exhibitions of this decision in writing. Whatever the reasons of such cancellation, the Exhibitors are not entitled to any compensation or indemnity. Funds remaining after payment of all costs will be distributed among Exhibitors proportionately to the amounts paid by them. It is here with expressly agreed that Exhibitions shall have no rights of preferring claims against Management on any grounds or for any reasons whatsoever.

**PHOTOGRAPHY RELEASE:** Any pictures taken by the Management may be used in publicizing the US Rice Producers Association or its events, including this and future meetings.