

Exhibit Terms & Conditions

1. Payment. Upon execution of the booth space contract, a deposit of 50% of the cost of booth space must be paid. The balance of the booth space cost is to be paid no later than Aug. 21, 2009. IA has the right to reassign any booth space not paid for in full by Aug. 21, 2009.

2. Insurance. Each exhibitor must provide IA with a certificate of liability insurance in an amount not less than one million dollars insuring against all claims, suits and demands for personal injury or property damage occurring in or on the exhibitor's booth or island space or caused by any act or omission of the exhibitor, its agents, servants or employees.

3. Booth Space Assignment. IA will make booth space assignments in accordance with the IA priority point system. IA reserves the right to shift space assignment after the contract has been signed if necessary. Booth space will be assigned to the company listed on the front of this contract. No exhibitor shall reassign, sublet or share the whole or any part of the exhibit space allotted to the contracting firm without express written consent from the Irrigation Association. Exhibitors who share the whole or any part of their booth, or who require more than one company listing per booth, will pay a fee of \$750 per additional company or listing.

4. Cancellation. Booth space will be considered canceled by exhibitor upon the date of written notification received by IA. Refunds for canceled space will be given as follows: If booth space is canceled prior to July 3, 2009, IA will retain 25% of the cost of total booth space. If booth space is canceled on or after July 3, 2009, through and including Aug. 21, 2009, IA will retain 50% of the cost of total booth space. If booth space is canceled after Aug. 21, 2009, IA will retain or collect 100% of the cost of total booth space.

In the event the show is postponed or canceled due to reasons beyond the control of IA, then the obligations of the parties under this agreement shall be automatically terminated. Deposits already paid by exhibitors shall be refunded, less a pro rata share of expenses actually incurred by IA in conjunction with the exhibition. In the event of conditions beyond the control of IA that cause the convention center to become unavailable, exhibitors hereby authorize IA to assign space, regardless of size or location, in such other building as IA may be able to procure to hold for the exhibition, regardless of the location thereof. Exhibitors shall use and occupy such substituted space at the same rent, and under the same terms and conditions, as are set forth in this contract, and IA shall not be liable to any exhibitor for any loss or damage suffered by reason of such unavoidable postponement and relocation.

5. Sellout. In the event the Irrigation Show sells out, the exhibit contract and deposit will be put on a waiting list. IA will notify the exhibitor if space becomes available.

6. Exhibit Dates and Hours. Wednesday, Dec. 2, 12:00 – 6:00 p.m.; Thursday, Dec. 3, 12:00 – 6:00 p.m.; Friday, Dec. 4, 8:00 a.m. – 12:00 p.m. IA reserves the right to adjust exhibit hours as deemed necessary.

7. Installation and Dismantling. Move-in schedule is as follows: Monday, Nov. 30, 12:00 – 6:00 p.m.; Tuesday, Dec. 1, 8:00 a.m. – 6:00 p.m.; Wednesday, Dec. 2, 7:00 – 10:00 a.m. Installation of all exhibits must be completed by 10:00 a.m. Wednesday, Dec. 2.

Dismantling of exhibits may begin on Friday, Dec. 4, at noon. No portion of an exhibit may be removed before this time. An early dismantle fee of \$500 will be charged to any exhibitor IA determines has begun packing and/or dismantling any portion of their exhibit prior to noon on Friday, Dec. 4. Failure to pay the assessed fine will result in loss of priority points and exhibitors may be refused the opportunity to exhibit the following year. All exhibits must be removed from the exhibit hall by Saturday, Dec. 5, at 5:00 p.m. IA reserves the right to adjust installation and dismantling hours as deemed necessary.

8. Equipment Provided. With the exception of island booths, the price of each booth includes an 8' draped background with 36" draped side rails and a 7" x 44" company identification sign. IA assumes responsibility for carpeting show aisles. Exhibitors are required to furnish their entire booth space with carpet or floor covering. Any other furnishings are at the discretion and expense of each exhibitor.

9. General Contractor. The official IA general contractor will supply each exhibitor with an exhibitor service kit that contains information on additional services, material handling and storage. Exhibitors must arrange for these services directly with the official general contractor and are responsible for all related costs. The official general contractor will maintain a service desk in the exhibit area during installation, exhibit hours and dismantling to handle requests for additional services and material handling.

10. Shipping and Drayage. All correspondence regarding shipping and drayage should be directed to the official general contractor. Exhibitors shall make arrangements with the official general contractor for shipping, receipt and delivery of display materials, as well as storage and return of empty crates. Information on charges for these services will be included in the exhibitor service kit. During the course of the show, empty crates must be stored in a location that is acceptable to the official general contractor and are not permitted in the exhibit area.

11. Space Regulations. All exhibitor demonstrations, advertising and promotional activities must be confined to the limits of the assigned exhibit space. Distribution of magazines, newspapers and other literature outside exhibitors' assigned booth space and at official show hotels is prohibited without express permission from IA.

Exhibitors agree that exhibits are allowed only within the convention center and no outside demonstrations, seminars, education sessions, product exhibitions, displays or group product discussions will be conducted on show days without express permission from IA. Exhibitors are prohibited from conducting meetings with attendees on the show floor prior to show opening or during non-show hours. Exhibitors may conduct meetings with their booth personnel prior to show opening and during non-show hours.

Exhibitors will take every precaution to minimize the noise of operating exhibits. Noise levels objectionable to other exhibitors are prohibited and IA reserves the right to require exhibitors to take measures to reduce the noise level. IA reserves the right to require exhibitors, at their own expense, to change, alter, modify or remove all or part of their exhibit due to any objectionable odors emanating from the display booth. IA reserves the right to stop any product demonstration on the show floor that is determined to be hazardous, disruptive or not consistent with the rules and regulations of the show.

The following activities are strictly prohibited in the exhibit hall:

- Gambling or gambling equipment, including slot machines, roulette wheels, card and dice games, etc.
- Photography, video production and/or graphic reproduction of other exhibitors' booths and products.
- End capping of booths.
- Personal cameras or videotaping equipment of any kind unless authorized by IA.
- Serving alcoholic beverages from exhibitors' booths.

Exhibitors must conduct themselves and their activities in a manner consistent with the guidelines expressed by the Equal Employment Opportunity Commission. Booth personnel, hired hosts and hostesses must be attired in a manner that will not offend even the most critical. IA will have sole control over admission. IA reserves the right to reject or prohibit any exhibit or part thereof, including without limitation any person, article, conduct, printed matter or souvenir that it judges is not

suitable to and in keeping with the character of the exhibition. Violations of any of these rules may result in the cancellation of the booth space contract and removal of the exhibitor from the show without refund or liability to IA.

12. Professional Conduct. All exhibitors are expected to maintain professional conduct on the show floor. Any exhibitor who does not act in a professional manner may be asked to leave the show floor. Show management reserves the right to interpret this policy at its discretion.

13. Design Regulations. Exhibits must conform to the International Association for Exhibition & Events (IAEE) guidelines for display rules and regulations, as well as the host city's fire and exhibit hall regulations for convention facilities. Nothing shall be pasted, tacked, nailed, screwed or otherwise attached to columns, walls, floors, other parts of the building or furniture. Damage to floors, walls, ceilings, etc., will be the direct responsibility of the exhibitor. Exhibitors are required to furnish their entire booth space with carpet or floor covering. Violations of any of these rules may result in the cancellation of the booth space contract and removal of the exhibitor from the show without refund or liability to IA. IA reserves the right to disallow any or all IAEE guidelines for display rules and regulations as it deems necessary.

14. Security. IA shall provide security service throughout the hours of installation, exhibit hours and dismantling. Such service is in no case to be interpreted as a guarantee against loss or theft of any kind, damage by fire, accident or any other cause. IA, the official general contractor and convention center shall not be liable for any loss, damage or displacement of any exhibitor's property due to any cause. Small materials must not be left in booth when it is unattended. Each exhibitor should designate a company representative to remain with the booth until it is completely dismantled.

15. Outside Activities. Upon signing this contract, exhibitors expressly agree that hospitality suites or outside activities of any kind, either prior to, during or subsequent to the show, will not conflict with show hours or any official IA event. Failure to comply could result in loss of priority points and exhibitors may be refused the opportunity to exhibit the following year.

16. Liability. Exhibitors agree to make no claim against IA, its members, any related companies, its agents or employees, or against the convention center, its agents or employees for any injury to any exhibitor, its employees, agents or property or for any loss by fire, water, theft, damage, delay, mechanical failure, labor trouble or any cause whatsoever while exhibitors and merchandise are in transit, or within the exhibit hall, nor for any damage to their business, for failure to provide space in the exhibit hall, nor for any action of IA, its members or agents for failure to hold the show as scheduled. The exhibitor agrees to indemnify and hold harmless IA from any liability resulting from the acts of omissions of the exhibitor, its agents, servants or employees.

17. Intent. The Irrigation Show is not a specific sales venue for exhibitors. However, exhibitors may take orders for future delivery. The main purpose of the show is the promotion and stimulation of interest in and demands for the industry's products and services in general, and is conducted in a manner reasonably calculated to achieve that purpose. The show is presented as a service to the industry and for the information and education of members and visitors through contact with exhibitors and products. Exhibit space is limited to those persons, firms and corporations that have contracted and paid for exhibit space in the convention center. No other persons, firms or corporations will be permitted to demonstrate products, solicit orders or distribute advertising matter on the show floor. Any person in violation of this rule will be promptly ejected from the exhibit hall.