

2009 CONTRACT FOR EXHIBIT SPACE



Return to: Nebraska Agri-Business Association, Inc.
1335 H St., Suite 100 • Lincoln, NE 68508-3784
E-Mail: info@na-ba.com • Web: www.na-ba.com



"KEEP GOOD TIMES ROLLIN' IN AGRICULTURE!"

Nebraska Agri-Business Exposition
Omaha Qwest Center • Omaha, NE • January 27-29, 2009

FOR OFFICE USE ONLY

NeABA Supporter Non-Supporter
Paid In Full: _____
Exh. Reg. Pd: \$ _____
of Exhs. Reg.: _____
Cert Reg: \$ _____
Presentation: \$ _____
Donation: \$ _____ Type: _____
BASE Tickets: \$ _____ # _____
Parking Passes: \$ _____ # _____
TOTAL PD: \$ _____
Check Name: _____
Check #: _____

STANDARD BOOTH PRICES - All Booths Are 10' x 10' Unless Otherwise Indicated (Booth prices do NOT include carpet, furniture, phone, internet or electricity)

Number of Booths ~ #Free Parking Passes Per day	NeABA Supporter* Prices (See definition below)	Non-NeABA Supporter Prices
1 Booth	\$ 460.00	\$ 540.00
2 Booths	\$ 875.00 (\$438.00 each)	\$ 1,025.00 (\$513.00 each)
3 Booths	\$ 1,246.00 (\$415.00 each)	\$ 1,465.00 (\$488.00 each)
4 or More Booths	\$ 410.00 each	\$ 480.00 each
20' x 30' Blocks (600 sq ft)	\$ 2,160.00 (\$3.60/sq ft)	\$ 2,520.00 (\$4.20/sq ft)
20' x 50' Blocks (1,000 sq ft)	\$ 3,600.00 (\$3.60/sq ft)	\$ 4,200.00 (\$4.20/sq ft)
30' x 50' Blocks (1,500 sq ft)	\$ 5,400.00 (\$3.60/sq ft)	\$ 6,300.00 (\$4.20/sq ft)
50' x 50' Blocks (2,500 sq ft)	\$ 9,000.00 (\$3.60/sq ft)	\$ 10,500.00 (\$4.20/sq ft)

Plus Publishing Fee (for all promotional publication of exhibitor information by promoter) \$25.00
 I do not wish the promoter to publish expanded information about my company, waiving this fee.

End of row booths additional \$50.00 per end booth

*** NeABA SUPPORTER** — An exhibitor is a NeABA Supporter if they are a Gold Circle / Industry Partner Member or if they have participated in the last year in **TWO** of the following publications or events: 1) member; 2) directory advertiser; 3) magazine advertiser; or 4) Summer Convention donor, for the Nebraska Agri-Business Association. An NeABA Supporter is entitled to the lower booth space rate listed on this contract only at the location (town) contracting membership or service previously.

PARKING PASSES: Complimentary Parking Passes have been allotted per day depending on the number of booths reserved. **Extra parking passes are \$4.50 per day.** Do you need to reserve extra parking passes? Yes No If yes, how many? _____ **See #20 on reverse side.

1. NEBRASKA AGRIBUSINESS ASSOCIATION, INC. Leases _____ (total number) Spaces, as listed below:
2. (FIRST CHOICE) Booths No. _____ 3. (SECOND CHOICE) Booths No. _____ 4. (THIRD CHOICE) Booths No. _____

In the Qwest Center, Omaha, Nebraska as shown on the official plan, for the following days of January 27-29, 2009, and subject to the conditions and rules as printed and attached hereto and hereon, the Floor Plan which is understood and agreed to be part of this contract. **Payment of 100% or 50% of the total amount of floor space must accompany this order (contract). The balance (if any) is payable on or before December 1, 2008. Make check payable to: NeABA.** Please print or type company information below.

5. Firm Name (Lessee) _____
6. Address _____
7. City _____ State/Prov./Country _____ Zip Code _____
8. Contact Person _____ Title _____
9. Phone (_____) _____ Ext. _____ Fax: (_____) _____ E-Mail: _____
10. Signed this _____ Day of _____, 2009 11. Signed by (Individual's name) **X**

12. **BOOTH NAME SIGN (EXACT WORDING)** Co. Name: _____
(Same Firm Name Only) City & State: _____

13. Yes No I want a "NEW PRODUCT" Sign for my Booth Space.
14. Please list complete description of products to be exhibited and the manner of display: _____

15. **Forklift Reservations:** 2 forklifts will be available for use Tues. Jan. 27th 8 a.m.-5 p.m. & Thurs. Jan. 29th 1 p.m.-5 p.m.
Do you need to reserve a time for forklift use? Yes No Date: _____ Time: _____

LIABILITY: The services of a night watchman are furnished with your booth, however, Nebraska Agri-Business Association, Inc., shall not be responsible for any loss, theft, damage, injury or liability that may occur to exhibitor or to exhibitor's employees or property from any cause whatsoever, prior to, during or subsequent to the period covered by the exhibit contract, and the exhibitor on signing of contract expressly releases Nebraska Agri-Business Association, Inc., from and agrees to indemnify same against any and all claims for such loss, damage, or injury. Exhibitor further agrees to keep its booth space free from any condition which might cause injury to any person coming into such space, and to defend and indemnify the Nebraska Agri-Business Association, Inc., from all claims, judgments, suits, costs, charges, damages and expenses of any nature that may accrue to persons or property either on account of events within its booth space or by reason of acts or omissions by any of its representatives or employees. Exhibitor is entirely responsible for its leased space and agrees to reimburse the Nebraska Agri-Business Association, Inc. for any damage done to the space which has been leased. Any damage to the building or property of Qwest Center, Omaha, Nebraska, due to the carelessness of the exhibitor or exhibitor's employees shall be paid for by the exhibitor.

Nebraska Agri-Business Association, Inc. (lessor) Representative's Signature: BY _____

— TOTALS —

16. \$ _____ TOTAL BOOTH AMOUNT FOR _____ (Number of) BOOTHS Check amount enclosed: 50% 100%
(If paying before Dec. 1, 2008, only 50% is required to reserve exhibit space. **Final Balance is due by Dec. 1, 2008.**)
17. \$ _____ TOTAL ADD'L PARKING PASSES @ \$4.50 per day
18. \$ _____ TOTAL SPONSORSHIP FOR SOCIAL HOUR ON EXHIBIT FLOOR WEDNESDAY EVENING
(Sponsor kegs/hors d'oeuvres 4-6 p.m.- any amount accepted. Sponsor a keg for \$350.00 and receive a special sign)
19. \$ _____ TOTAL DRINK TICKETS FOR SOCIAL HOUR IN EXHIBITS _____ x \$5.50 each (Cash bar 4-6 p.m.)
20. \$ _____ TOTAL REGISTRATION FEES (Line 8 of Exhibitor/Convention Pre-Registration Form)
21. \$ _____ TOTAL ADDITIONAL ITEMS (transfer total from "Additional Items" Order Form)
22. \$ _____ TOTAL PAYABLE TO: NeABA (If paying by credit card, a 5% administrative fee will be added and will be shown as "TRADE ASSN. MGMT" on your credit card billing statement.)

Please list card type _____ Card number _____ Exp. Date _____ 3 Digit Sec Code _____
Signature: _____

NEBRASKA AGRI-BUSINESS EXPOSITION

Conditions of Agreement

1. **APPLICATION:** All potential exhibitors must file written application with the Nebraska Agri-Business Association, Inc. (NeABA). Telephone orders are not accepted.
2. **CHANGES IN THE BOOTH FLOOR PLAN:** The Nebraska Agri-Business Association reserves the right to change the booth floor plan and booth locations. The Nebraska Agri-Business Association will respect choice of booth space so far as possible. Where space requested is not available, space will be assigned to conform as nearly as possible in size and location as requested. Exhibitors adjusting size of a block of space from a previous year may be moved to accommodate the best usage of space.
3. **VALIDITY:** No contract is valid until the application and all monies are submitted to the Nebraska Agri-Business Association, and the Association signs same.
4. **DUE DILIGENCE:** NeABA makes no representation concerning any sponsor or exhibitor nor its products or services and the admission to the show of any sponsor or exhibitor constitutes neither an endorsement, recommendation nor representation by NeABA of any exhibitor or sponsor or its products or services. NeABA has not and will not undertake or perform any due diligence function as to any sponsor or exhibitor or its products or services and each exhibitor or sponsor agrees to display only services and products which have economic viability and that fully comply with applicable law, regulations and professional standards.
5. Exhibitors agree to comply with all rules and regulations of the owner of the exhibit hall.
6. **TERMS OF PAYMENT:** Payment in full or a deposit of 50% before December 1, 2008 of the total amount of space rental must accompany the application and contract required for the reservation of space. The remaining balance is due on or before December 1, 2008. No exhibitor or part of an exhibit will be admitted to any space until the rental for the space has been paid in full.
7. **REFUNDS:** 100% refund on all fees paid in for written cancellations received in the Nebraska Agri-Business Association Office before November 1, 2008. 50% refund on written cancellations received in the Nebraska Agri-Business Association Office before December 1, 2008. If only a 50% deposit has been paid on booth fees, no refund will be issued for written cancellations received before December 1, 2008. No refund for cancellations received in the Association Office after December 1, 2008.
8. **SPACE ASSIGNMENT:** All booths must be open and occupied during the Exposition. Space assignments will be made in the order applications are received. Exhibitors should select three different booths or groups of booths in separate locations and specify the order of their choice. If none of these are available, the Nebraska Agri-Business Association will assign space subject to Exhibitor's approval.
9. **SUBLETTING OF SPACE:** NO SPACE SHALL BE SUBLET WITHOUT THE EXPRESS WRITTEN CONSENT OF THE NEBRASKA AGRI-BUSINESS ASSOCIATION. ONLY ONE COMPANY MAY CONTRACT FOR EXHIBIT SPACE AND OCCUPY SAID SPACE.
10. **EXHIBIT PERSONNEL:** All personnel working in an exhibitor's booth or space must be a registrant. All exhibit personnel must be registered with the Exposition. The person's name must be on the badge and the badge must be visible at all times.
11. **DISPLAY OF PRODUCTS:** Display of products on the floor will be confined horizontally and vertically by firms occupying within contracted space who are a part of the convention. An additional space fee will be charged on any display extending beyond or above contracted space. An entrance fee of \$40.00 per person will be charged to all manufacturers and representatives NOT participating in an exhibit. Advance registration for these people will be \$30.00.
12. **EXHIBITOR AGREEMENT:** No use of microphones, loudspeakers, or other amplifying public address devices, without consent of the Nebraska Agri-Business Association; all displays, interviews, conferences, distribution of literature, lectures, and cash sales will be made within the confines of leased booth space. Any conferences, meetings, solicitation of business or canvassing in leased space are not permitted except in the interest of the Corporation, Company, or Individual whose name appears on the firm name sign. All signs will be limited to 8 feet in height, and all displays requesting more than 8 feet in height must secure approval from the Nebraska Agri-Business Association. Any video monitor must be positioned in the rear of the display and the table or platform on which the monitor is placed cannot exceed a height of 42 inches.
13. **HOURS OF EXHIBITS:** The exhibit hall will be open 9 A.M. - 6 P.M., January 27 and 9:00 A.M. - 12:00 P.M., January 28, 2009 for viewing.
14. **ELECTRICAL, PHONE AND INTERNET:** If you need power outlets, phone or internet connections, arrangements should be made with the Qwest Center for such service. *All charges for such electrical, phone, and internet service will be paid by the exhibitor.* Call the Qwest Center at (402) 341-1500 or you may also get documents online at http://www.qwestcenteromaha.com/iebms/coe/coe_p1_all.aspx?cc=DEVSOCC&oc=10.
15. **SAFE DECORATIONS:** All decorations must be flame-proof and pass inspection by all legal authorities. All battery cables to vehicle batteries must be disconnected and all vehicle gas caps must be taped.
16. **INSURANCE:** It is directly understood and agreed that in no case shall Nebraska Agri-Business Association, its officers or agents be responsible for any loss, theft, damage by fire, or injury of any character to any person or article. Security will be provided, but Nebraska Agri-Business Association, while taking all precautions against loss, will not guarantee it. Exhibitors wishing to insure their goods must do so at their own expense.
17. **INTOXICANTS:** Exhibitor expressly agrees not to serve, sell or give any intoxicants at or near the booth, and the violation of this agreement shall entitle Nebraska Agri-Business Association to close the exhibit and remove and store same in the manner provided in paragraph 26.
18. **IMPROVEMENTS:** Any additions or improvements to space other than standard equipment shall be at the exhibitor's expense, subject to approval by Nebraska Agri-Business Association.
19. **SIZE OF SPACE:** The size of each booth is shown on the plat, and in arranging your exhibit, please conform with the size of your booth and to the height of the partitions. Partitions on the back are 8 feet high and side partitions are 42 inches high. No part of the exhibit may extend above the back partition or into the aisle; any exhibit extending into any aisle shall be subject to removal or severe penalty. All aisles or corridor space is under the control of the Nebraska Agri-Business Association and shall not be used for exhibit or demonstration purposes.
20. **PARKING PASSES:** Complimentary parking passes have been allotted to Exhibitors depending on the number of booths reserved. One booth - (1) parking pass per day; two booths - (2) parking passes per day; 3- or more booths - (3) parking passes per day; blocks - 3 parking passes per day. Additional parking passes, if needed, may be purchased for \$4.50 per day.
21. **NAME SIGN:** Furnished with each booth is a suitable name sign 7" x 44" — giving the company name on the first line and the city and state on the 2nd line as furnished by the exhibitor on the front of this contract. Only one company name will be accepted and must be the same as the contracting company.
22. **FURNITURE RENTAL:** Chairs, Settees, Tables, Carpets, Hall Trees and other special equipment can be secured from the GEORGE E. FERN COMPANY. *No furniture is furnished with the exhibit space fees.* Please refer to the special order forms provided by George Fern Company for this service and order in advance. Call (816) 221-0525 or (800) 959-0743 or Fax: (816) 471-1602, if you have questions.
23. **MOVE-IN DETAILS:** Space will be ready for installation of exhibits 9:30 a.m. Tuesday, January 27, 2009. Large equipment will be assigned a move in time by the show sponsor. All other installations must be completed by 5:00 p.m. Tuesday, January 27, 2009 or shall be deemed open after this time, unless permission for waiver is received from the Nebraska Agri-Business Association due to an emergency.
24. **PENALTY FOR LATE MOVE-IN FOR ASSIGNED EXHIBITORS:** Large equipment exhibitors will be assigned move-in times based on their location from the loading dock. Failure to arrive at the designated time and creating additional hardship on other exhibitors will be charged a late fee of \$150.00.
25. **UNCRATING, ERECTION AND DISMANTLING OF EXHIBITS:** If you do not wish to uncrate your exhibit yourself, the GEORGE E FERN COMPANY will have personnel available to handle this work for you. No other exhibitor company or erection personnel will be allowed on the exhibit floor. The exhibitor's own personnel may erect their own exhibit, if desired.
26. **SHIPPING INSTRUCTIONS:** Ship all ways to GEORGE E FERN COMPANY, c/o Yellow Freight, 44801 So. 90th St., Omaha, Nebraska 68127. Call (800) 959-0743 on shipping or decorating questions.
 1. Make shipments TWO WEEKS in advance to assure delivery ON TIME.
 2. Mark Crates & Boxes For: Nebraska Agri-Business Exposition, please show booth number & Company name, and if you have special instructions of any kind, please forward ahead of shipments so that they may be able to handle your merchandise to your complete satisfaction.
 3. EMPTY CRATES: Will be removed from space and stored free of charge (By Nebraska Agri-Business Association) and returned to your space at the end of the exhibit.
27. **REMOVAL OF EXHIBITS:** Exhibitors will not be permitted to remove exhibits or any part of same until 1:00 p.m., Thursday, January 29, 2009. ALL EXHIBITS MUST BE REMOVED from the Qwest Center by 7:00 p.m., Thursday, January 29, 2009.
28. **MOVING IN AND OUT:** Failure to remove an exhibit in the allowed time will give Nebraska Agri-Business Association the right to remove and place same in a warehouse, subject to the exhibitor's disposition; its payment of all charges and no liability to Nebraska Agri-Business Association. All exhibits must remain intact until the convention is closed.
29. **RIGHTS OF NEBRASKA AGRI-BUSINESS ASSOCIATION IN EVENT EXPOSITION IS NOT HELD:** Should any emergency arise previous to opening the Convention which would prevent its scheduled opening, such as destruction or damage of the facility by fire, windstorm, strikes or acts of God, etc., or declaration of emergency by the President, it is expressly understood and agreed that Nebraska Agri-Business Association may retain as much of the payment for an exhibit as is necessary to cover the expenses incurred up to the time of such emergency.
30. The Trade Fair is produced by and is the property of Nebraska Agri-Business Association, which provides all show management functions and established all show policies.
31. **EXPOSITION LOCATION:** Qwest Center, 455 N 10th St., Omaha, NE 68102, Ph: (402) 341-1500, Fax: (402) 991-1501.
32. **DATES:** January 27-29, 2009.
33. **LICENSE FEES & ROYALTIES:** Exhibitor agrees to pay when due all royalties, license fees or other charges occurring or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Exhibitor, its agents, employees or subtenants within the premises covered by this License Agreement including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Exhibitor agrees to hold harmless NeABA, its agents and employees against any and all such claims and charges, and to defend, at its own expense any and all such claims and charges. Exhibitor shall have the right, however, to protest and, if desired, to litigate and adjudicate any and all such claims.