



EXHIBITOR TERMS AND AGREEMENT

Booth space may be released if this agreement is not returned within 7 days of booth reservation.

Email: exhibit@potato-expo.com; Fax: (202) 682-0333.

Potato Expo 2017 is a tradeshow owned by the National Potato Council that provides an opportunity for businesses to market their products and services to the potato industry. These rules and regulations have been created to provide each exhibitor ("Exhibitor") an opportunity to present its products or services.

Venue

The Potato Expo 2017 will be held January 4-6 at the Moscone west Convention Center, 800 Howard Street, San Francisco, CA 94107 (the "Center"). The official exposition service contractor is Teamwork Labor Services ("Service Contractor").

Exhibit Space Approval/Rejection

The Potato Expo has the right to approve registrations for exhibit booths and may reject or revoke any application if, in the Potato Expo's sole judgment, the applicant is not eligible to exhibit or the product or service is not appropriate for the Potato Expo. All registrations must include full payment for the applicable booth fee in U.S. currency. Once the Potato Expo exhibit booth has been registered for, exhibitor must submit a signed copy of this agreement within seven (7) days of receiving notice from the Potato Expo their space assignment or their space may be released.

Space Assignments

The Potato Expo, in its sole judgment, reserves the right to rearrange exhibit space or adjust the floor plan(s) at any time to accommodate the best interests and needs of the Potato Expo tradeshow or to comply with fire, safety, and accessibility regulations. The floor plan maintained by the Potato Expo shall be the official floor plan of the Potato Expo tradeshow.

Due to the number of similar products and services that may be exhibited at the Potato Expo, the Potato Expo does not guarantee that Exhibitor will not be located near or next to other exhibitors promoting competing products or services.

Certificate of Insurance

Exhibitor is required to provide a certificate of General Liability Insurance, naming the National Potato Council/Potato Expo as an additional insured in the amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate, for bodily injury and property damage to protect against claims arising out of the operation of its exhibit. In addition, a Certificate of Insurance providing evidence of Workers' Compensation Insurance is also required. Certificates of Insurance should be emailed to exhibit@potato-expo.com or mailed to: National Potato Council, 1300 L Street, NW Suite 910, Washington, DC 20005 within [sixty (60)] days of receipt of the notice of approval of the Exhibitor's application.

Exhibit Restrictions

The Potato Expo may prohibit or close an exhibit or part thereof that the Potato Expo, in its sole discretion, believes is not appropriate to the Potato Expo. Such inappropriate exhibits may include without limitation, exhibits that may be found to be offensive, indecent, distasteful, disruptive, odorous, or otherwise unsuitable. Further, the Potato Expo may exclude from future Potato Expos any exhibitor who violates these terms.

Subletting Space

Exhibitor shall not assign, sublet, or apportion the whole or any part of the space occupied, or have representatives, equipment, or materials from any entity other than its own company in the exhibit space.

Cancellation of Exhibit Reservation

All exhibit booth cancellations and refund requests must be made in writing and received by November 15, 2016. A thirty (30) percent refund of the exhibit booth fee will be given for cancellations received by that date. No refunds will be granted for exhibit booth cancellation requests received after November 15, 2016 or if the Exhibitor fails to use their assigned exhibit space. Submit all refund requests to Potato Expo Registration via email at exhibit@potato-expo.com.

Admission to Exhibit Hall

Admission to the Exhibit Hall will be by official Potato Expo name badges only. Badges must be worn at all times, including during exhibit setup and teardown. All exhibitor personnel must register with the Potato Expo and pay the appropriate fees.

Access to Exhibit Hall

Exhibitors shall have access to the Exhibit Hall at specified times as outlined in the Exhibitor Service Manual. Outside of these hours, when the Exhibit Hall is closed, exhibitors shall not have access to their exhibit space.

Shipping and Product Handling

Exhibitor understands that all expenses for the shipping and handling of the exhibit materials and all other costs incidental to the operation of their assigned exhibit space are the responsibility of the Exhibitor and are not part of the show fee. Shipment of displays and exhibit materials arriving before the first setup day must be sent to Service Contractor and must arrive pre-paid. Potato Expo assumes no responsibility for the costs associated with shipping, handling or setting up the Exhibitor's display. Exhibitor is prohibited from shipping materials directly to the Hotel.

Setup

Exhibitor agrees and shall comply with all the terms and conditions of the Center and Potato Expo concerning Exhibitor's transportation, installation, use, and dismantling of the exhibit. Exhibitor is solely responsible for any and all charges related to the shipment and handling of freight delivered to and from Service Contractor.

Any space not claimed and occupied by Wednesday, January 4 at 11:00 a.m., for which no special arrangements have been made, may be reassigned by the Potato Expo in its sole discretion without obligation on the part of the Potato Expo to provide any refund whatsoever. All displays must be in place, and display materials, cartons, and refuse must be removed from the aisles by 11:00 a.m. on Wednesday, January 4, 2017.

Tear Down

Exhibitor shall not dismantle its display or begin to tear down before the official close of the Potato Expo exposition at 11:00 a.m. on

Friday, January 6, 2017. Exhibitor agrees to dismantle its display according to the guidelines in the Exhibitor Service Manual. In no event shall Exhibitor allow its display materials to remain in the Exhibit Hall after 5:00 p.m. on Friday, January 6, 2017. If such display materials remain on the premises after such time, the Potato Expo may remove those materials, and Exhibitor shall be liable for any fees and agrees to pay all costs for dismantling, storage and/or disposal. The times for the closing of the Potato Expo, the beginning of teardown, and the vacating of the Exhibit Hall are subject to change. The Potato Expo shall not be liable for any damage or loss to the display or materials due to their removal, storage and/or disposal. Exhibitor's representative must remain in the Exhibit Hall until Exhibitor's display materials have been secured. All products are to be securely packed before leaving the Exhibit Hall. Neither the Potato Expo nor Service Contractor assumes responsibility for any exhibit materials left unattended in the Exhibit Hall during teardown.

Exhibit Space Regulations

Exhibitor must act in accordance with the Potato Expo rules and the terms of this Agreement. All exhibits must be freestanding, and nothing may be placed against or lean upon the walls of the Exhibit Hall. No bolts, screws, hooks, or nails shall be driven into or otherwise attached to the walls or floor of the Exhibit Hall. No part of the display may be attached or otherwise secured to the walls or floor of the Exhibit Hall. In addition, no decals or other adhesive materials shall be applied or affixed to the walls, pillars, or floor of the Exhibit Hall. Dollies, carts, and other such devices will not be permitted on the exhibit floor during exhibit hours without the prior written consent of the Potato Expo.

Operation and Use of Exhibit Space

Exhibitor shall not obstruct the view of, occasion injury to, or otherwise adversely affect the displays of other exhibitors or encroach or impede the aisles, passageways, or overhead space in the exhibition hall. The Exhibitor or its designated representative shall be present at all times during the exhibition hours. Exhibitor personnel may not enter the exhibit space of another exhibitor and at no time may enter an exhibit space that is not staffed, except their own. Exhibitor shall confine its activities to the exhibit space granted. Furthermore, Exhibitor's, attendants, models, robots, and employees must confine their activities to the exhibit space occupied by Exhibitor. Exhibitor shall not, without the consent of the Potato Expo, distribute or permit to be distributed any advertising matter, literature, souvenirs, or promotional material in or around the exhibit areas except from their own allotted exhibit space. Non-exhibitors may not distribute any advertising matter, literature, souvenirs, or promotional material in or around the Exhibit Hall. Exhibitor shall not post any sign of any description anywhere in the Center except within the confines of their assigned exhibit space. The Potato Expo is the final authority on all matters relating to the operation and use of exhibit space. Potato Expo is not responsible for Exhibitor's property left unattended in the exhibition hall.

Exhibitor may not mark, damage, or otherwise deface any part of the building or property belonging to the Hotel. Exhibitors are responsible for all damages to persons or property caused by themselves or their personnel, including without limitation, any misuse of any item distributed from their booth on a promotional basis to attendees. Should such damage occur, Exhibitor is solely liable to the injured person or owner of the damaged property. Exhibitor further agrees to indemnify and hold the Potato Expo and its officers, directors, members, employees, and agents harmless against any and all claims that may arise because of any damage caused by Exhibitor's acts, display, or promotional items.

Audiovisual Equipment

Video equipment; movie, LCD, or slide projectors; audio players; computers; or sound equipment used in the exhibit space must be self-contained and fireproof. The sound on any audio equipment must be kept at a volume not to exceed that of normal conversation or 80 decibels. Such equipment must not interfere with neighboring exhibitors and must not exceed the height limitations of the exhibit space. Any video or computer display must be devoted exclusively to the business of Exhibitor. The Potato Expo will not be responsible for obtaining any audiovisual equipment needed. The Potato Expo reserves the right to restrict the use of glaring or irregular lighting effects. No Exhibitor shall display or operate any good or apparatus in operation if it is noisy or objectionable to surrounding exhibitors or the Potato Expo.

Musical Entertainment

Exhibitor must obtain the proper licenses before providing any musical performances or using recorded music. Exhibitor further agrees to indemnify and hold Potato Expo and its officers, directors, members, employees, and agents harmless against any and all claims that may arise because of violation of this term.

Photography and Video Recording

Exhibitor agrees that Potato Expo, including its employees, and Potato Expo -hired photographers may take photographs of or video record Exhibitor and Exhibitor's employees, hires, display, products, and services during exhibit hours and at events during the Potato Expo. Any photograph(s) or video recording(s) will be (collectively) referred to as the "Photos." Exhibitor agrees that Potato Expo will have a perpetual, irrevocable license to retain, reproduce, use, alter, display, and distribute the Photos in Potato Expo-related materials or on Potato Expo's website. Exhibitor further agrees that no compensation will be paid to Exhibitor by the Potato Expo with regards to the Photos.

Food and Beverage Service

Exhibitor must obtain prior approval from the Potato Expo to provide food service. Upon receiving approval, Exhibitor is not permitted to bring outside food into the Exhibit Hall but may provide food service by arrangement with the Hotel.

Exhibitor Listings

Exhibitor grants to the Potato Expo a perpetual, non-exclusive license to use, reproduce, and display Exhibitor's name(s), trade name(s), and the name(s) of its product(s) or service(s) in any directory or other listing in connection with the Potato Expo tradeshow in any and all media, including, without limitation, print and electronic media.

Non-Endorsement

The exhibiting of services, products, or equipment at the Potato Expo does not constitute an endorsement by Potato Expo, its members, or other Potato Expo sponsors or participants of such services, products, or equipment. Exhibitor is not permitted to represent in any manner that its goods or services have been endorsed by Potato Expo, its members, or other Potato Expo sponsors or participants.

Fire Regulations

Exhibitor must conform to all standard fire codes of the host city. Exhibitor shall not allow its display to block the view of or impede access to fire exits, fire alarm boxes, fire hose cabinets, fire extinguishers, or other safety equipment. No gasoline, kerosene, acetylene or other flammable or explosive substance is permitted in the Hotel.

Americans with Disabilities Act Requirements

Exhibitor agrees to comply with applicable requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the "ADA") and agrees to indemnify, defend, and hold harmless Potato Expo, and its officers, directors, members, employees, and agents from and against all claims that may be brought against Exhibitor on the basis of Exhibitor's noncompliance with the ADA requirements. All of Exhibitor's personnel who may need special assistance or auxiliary aids pursuant to the ADA should contact Potato Expo as soon as possible.

Liability

Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify, and hold the Hotel; its operator; Potato Expo; National Potato Council and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, representatives, members, and agents harmless against all claims, losses, damages to persons or property, governmental charges, or fines and attorneys' fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or part thereof, including failure to operate in accordance with Potato Expo rules and the terms of this agreement, excluding any such liability caused by the sole gross negligence of the Center and its employees and agents. Exhibitor acknowledges that neither the Hotel, its owners, its operator, the National Potato Council, nor Potato Expo maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance insuring any losses by Exhibitor. In holding the Potato Expo, the Potato Expo does not act as agent of Exhibitor, the Hotel, Service Contractor, or any other party.

Inability to Exhibit Due to Cancellation or Interruption

Neither Exhibitor nor the Potato Expo shall be liable to the other for failure to perform its obligations under these rules and regulations if performance of either party's obligations is prevented or substantially impaired by acts of God; acts, regulations or orders of government authority; fire; flood; epidemic; explosions; war; disorder; transportation impairment; civil disaster; utilities failure; or other emergencies, including labor strikes or similar labor action, any of which make it illegal, impractical, or impossible to provide the Center facilities or services for the Potato Expo by the Center or the Potato Expo, or which would prevent or make it impractical for the majority of registered attendees from traveling to the Potato Expo by air on the dates specified.

Arbitration

The Potato Expo and Exhibitor shall attempt in good faith to resolve any controversy or claim by negotiation or mediation. If they are unable to do so, the controversy(ies) or claim(s) whether arising under these rules and regulations or otherwise (collectively "Disputes"), shall be resolved by arbitration. All Disputes for arbitration shall be presented to one or more arbitrator(s) in accordance with the then-current Commercial Arbitration Rules and Mediation rules and the laws of the District of Columbia, without regard to conflict of law principles. Arbitration shall be binding and shall afford the parties the same options for damage awards as would be available in court. Potato Expo and Exhibitor shall allow discovery, and all discovery disputes shall be decided exclusively by arbitration. Any damages shall be awarded only in accordance with applicable law. The parties shall share equally in all fees and expenses of arbitration. Each party, however, shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. In connection with any action seeking to collect monies awarded through the arbitration process, the

prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In any such arbitration proceeding or action seeking to collect monies awarded through the arbitration process, POTATO EXPO and Exhibitor consent to venue and jurisdiction in the District of Columbia.

Entire Agreement

The Exhibitor Terms & Agreement terms represent the entire agreement ("**Agreement**") between Exhibitor and the Potato Expo, and there are no other agreements, understandings, representation, or warranties. Any modification of this Agreement must be agreed to in writing by Exhibitor and the Potato Expo. This Agreement cannot be assigned or otherwise transferred by Exhibitor, unless permission is granted in writing by the Potato Expo. The rights of the Potato Expo under this Agreement shall not be deemed waived except as specifically stated in writing signed by an authorized officer of the Potato Expo.

Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity and enforceability of any other provision, which shall continue in full force.

Agreement and Certification of Insurance

Exhibitors who do not submit a signed copy of the Exhibitor Terms & Agreement and procure insurance coverage may not be included in the on-site Program Directory and are not eligible to receive their exhibit space.

Agreements should be sent via email to exhibit@potato-expo.com.

I have read all the rules and regulations above and agree to abide by them.

Exhibitor Company Name:

Signature of Authorized Company Representative:

Print Name:

Title:

Date:

Telephone Number:

Email: