

Exhibit Contract

Agreement made this, _____ day of _____, 20__ between Missouri Pork Expo and EXHIBITOR,

(Exhibitor name should be printed/typed, as you want the booth identification sign and directory listing to read.)

Address _____ City _____ State _____ Zip _____

Contact Person _____ *(in charge of exhibit/to whom instructions will be sent.)* I will attend Expo *(check if yes)*

Phone _____ Fax _____ E-mail _____

Each exhibiting company will receive 4 complimentary registrations if pre-registered. Please list additional representatives from your company, including full name and address (if different from above): _____

Exhibit Space

The rent for an 8' x 10' exhibit booth is \$450. This includes admittance for 4 people to the Pork Expo Trade Show, and admission to the complimentary barbeque held February 8. If contract is returned prior to November 4, 2011, you will receive a \$50 discount off the cost of the booth, and the opportunity to place an ad in the annual Missouri Pork Today magazine at 40% off normal rates.

_____ Booths x \$450 (\$400 if contract is returned prior to November 4, 2011)	\$ _____
_____ MPA Active Membership (for individuals) at \$100 each	\$ _____
_____ MPA Allied Membership (for companies) at \$500 each	\$ _____
_____ 1/8 Page b/w ad in Missouri Pork Today is \$75 (normally \$125)	\$ _____
_____ 1/4 Page b/w ad in Missouri Pork Today is \$150 (normally \$250)	\$ _____
_____ 1/2 Page b/w ad in Missouri Pork Today is \$270 (normally \$450)	\$ _____
_____ Full Page b/w ad in Missouri Pork Today is \$480 (normally \$800)	\$ _____
_____ I would like to be a cosponsor of the Pork Expo (minimum \$250)	\$ _____
_____ I would like to purchase tickets to the Pork Industry Banquet on 2-8-12 (\$30 each)	\$ _____
TOTAL ENCLOSED	\$ _____

Full payment must be included—All payments must be drawn on U.S. Banks

Ad copy must be received in the MPA office prior to November 4, 2011.
Will accept camera ready artwork or high resolution electronic file sent to diane@mopork.com.
Price listed is black & white—Call for rates on color ads.

Booth Display

Please describe the product(s) you will display _____

Please indicate Classification of Product/Service you represent:

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Artificial Insemination | <input type="checkbox"/> Computers/Ag Software | <input type="checkbox"/> Heating/Ventilation | <input type="checkbox"/> Swine Equipment |
| <input type="checkbox"/> Animal Health/Pharmaceuticals | <input type="checkbox"/> Environment/Manure Management | <input type="checkbox"/> Lending Institution | <input type="checkbox"/> Miscellaneous (describe) _____ |
| <input type="checkbox"/> Breeding Stock/Genetics | <input type="checkbox"/> Feed Equipment | <input type="checkbox"/> Marketing Service | _____ |
| <input type="checkbox"/> Buildings | <input type="checkbox"/> Feed/Feed Additives | <input type="checkbox"/> Publications | _____ |
| | | <input type="checkbox"/> Seed Beans/Corn | _____ |

Booth Location

Please indicate your choice for booth space and any special consideration you need for placement of your exhibit space:

1st Choice Booth # _____ 2nd Choice Booth # _____ 3rd Choice Booth # _____

Distant from specific exhibitor(s) _____

I hereby agree to: Attach hereto our check payable to the Missouri Pork Association in the amount of \$ _____.

The undersigned acknowledges that they have read and accept the terms and conditions on the back of this contract.

Authorized Representative—Name _____ Title _____

Signature _____ Date _____

Please review specifications, terms, and conditions on back before signing.

Complete and return with payment to: Missouri Pork Association • 6235 W. Cunningham Dr. • Columbia, MO 65202
For more information, contact Diane Slater, Director of Communications, at (573) 445-8375, or diane@mopork.com.

Exhibiting Specifications, Terms, and Conditions

Exhibit booths will be furnished with booth dividers, backdrops, table, two chairs, and a trash can. Booths will be 8' x 10'. A forklift will be available—fee not included in booth rental. **All other equipment, including electricity, will be your responsibility. For your electrical and equipment needs, contact the Holiday Inn at (573) 445-8531.**

Exhibitor Badges will be issued to pre-registered exhibitors at no charge.

Event Hours: Set Up: February 7, 2012 2:00 pm - 7:30 pm
February 8, 2012 7:00 am - 7:45 am
Show Hours: February 8, 2012 8:00 am - 5:00 pm
Tear Down: February 8, 2012 5:00 pm - 10:00 pm

Instructions:

1. Please read this form carefully and print or type all information. This application will not be processed unless it is signed and dated by your company's representative.
2. Applications for exhibit space will be assigned on a first come-first served space available basis.
3. Please sign and return this form with payment to: Missouri Pork Association, 6235 W. Cunningham Dr., Columbia, MO 65202, Fax: (573) 446-2398
4. Please retain a copy for your records.

1. **General Event Information:** The 2012 Missouri Pork Expo (The "Event") is being organized by the Missouri Pork Association (MPA). MPA's obligation to hold the Event is conditioned upon the facility in which the Event is scheduled to be held (the "Facility") making available the space applied for by MPA during the time period set forth above. MPA makes no representations or warranties regarding the number of persons or exhibitors who will attend the Event, such numbers being impossible to predict accurately ahead of time. You, the Exhibitor/Sponsor (hereafter the "Exhibitor") agree to abide by the terms and conditions of this page and those set forth on the front page of this Agreement. Exhibitor grants to MPA the right to use Exhibitor's name and logo in connection with the promotion and production of the Event. This contract shall be fully binding on the parties upon acceptance by MPA. MPA reserves the right to change the location and/or dates of the Event.
2. **Exhibit Space Usage:** Exhibitor shall provide adequate staff for maintenance and operation of the Exhibit during all exhibit hours. Products or services displayed must be those normally manufactured by or provided by the Exhibitor. Exhibitor shall not transfer or assign to a third party any or all portion if its rights hereunder to the exhibition space or any portion thereof (including for example, "booth sharing") without the prior written consent of MPA, which MPA may withhold at its discretion. If Exhibitor utilizes music or any third party's intellectual property, the Exhibitor shall first obtain written permission from the owner for such use as required by applicable laws. Exhibitor may not share its exhibit space with any other person or entity (including an affiliate company).
3. **Exhibitor Conduct:** Exhibitor, and each of its representatives, shall conduct itself in a manner in accordance to standards of decency and good taste and may not interfere with other Exhibitors. Noise, music, live or recorded announcements, and lighting that are deemed objectionable or excessively loud by MPA in its sole discretion, may be prohibited, restricted, or relocated. No demonstrations, solicitations, or distribution of materials or other Exhibitor activities shall be permitted outside of the Exhibitors assigned booth space, and no signs or placards may be displayed on persons or otherwise outside of assigned booth space without the prior written consent of MPA. Exhibitor shall not hold any meeting or event that conflicts with Event or Event program hours nor promote its participation in any non-MPA event without prior written consent of MPA. Exhibitors are prohibited from bringing or distributing alcoholic beverages into the exhibit hall. Exhibitors may not make sales, which result in the exchange of product or money within the exhibit hall. The operation of games of chance or lottery devices or actual or simulated pursuit of any recreation pastime is only permitted upon written consent from MPA. MPA reserves the right to prohibit or expel any exhibit which, in its sole judgement, is in poor taste, out of character, a nuisance, in breach of this Contract, or otherwise reflects poorly upon the Event.
4. **Installation and Dismantling:** Exhibitor explicitly agrees that, in the event Exhibitor fails to install products in assigned space or fails to remit payment for required space rental prior to move in date, MPA shall have the right to take possession of said space and lease same to such parties and upon such terms that it may deem proper. All displays must be fully set up prior to the opening of the Event, and all exhibits must be open for business during all Event hours. **In addition, Exhibitor may not dismantle the display until the Event closes on Wednesday, February 8, 2012. Exhibitors may dismantle the display between 5:00 p.m. and 10:00 p.m. on that day.** When vacated, all exhibit space shall be left in good order. Exhibitor shall not injure or deface floors or walls.
5. **Exhibit Space and Rates:** Exhibitor agrees that all exhibit fees, all costs related to sponsoring the Event, or any other amounts owed to MPA, must be paid to MPA prior to move in of Exhibitor's display into the Event or any sponsorship benefits are provided. In the event that the Exhibitor fails to pay any or all such fees in a timely manner, MPA at its sole discretion, may reassign or cancel the exhibit space or sponsorship benefits. In the event that the Exhibitor pays the exhibit/sponsor fees after such reassignment, MPA, in its sole and exclusive discretion, will assign such other exhibit/sponsor space, if then available, which MPA deems appropriate. Exhibitor remains liable for payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule herein. Exhibitor shall be responsible for all collection costs and legal fees for any balance that is placed for collections. MPA shall have the right to offset the amount of any obligation owed to MPA against any amount owed by MPA to Exhibitor or to apply any payments to any other amount owed by Exhibitor to MPA.
6. **Display Regulations:** Exhibits may not block, obstruct the general view of, or otherwise interfere with other exhibits. All exhibits shall be installed, constructed and operated in a safe manner.
7. **Contractor Services and Information:** Exhibitors shall only use MPA selected contractors to provide necessary support and facilities services. MPA must approve, in advance the use of non-MPA appointed Event contractor(s), which approval (if given) shall contain the terms and conditions under which such approval is given, including insurance requirements, etc.
8. **Cancellation or Termination of Event:** If, because of fire, strike, earthquake, war, construction or renovation projects affecting the Facility, government regulations, public catastrophe, terrorism, interruption of transportation or communications, Act of God, or the public enemy, the Event, or any part thereof, is prevented from being held or is canceled by MPA, in its sole discretion, shall determine whether to refund to the Exhibitor no more than its proportionate share of the balance of the aggregate display fees received which remains after deducting expenses incurred by MPA and reasonable compensation to MPA. In no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fees paid. A change in name of the Event is not a cancellation.
9. **Exhibitor Cancellation:** If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to the Missouri Pork Association, 6235 W. Cunningham Dr., Columbia, MO 65202, by certified mail, return receipt requested, postage prepaid. In such event, the Exhibitor shall continue to be liable for the following cancellation fees: (i) if the Exhibitor cancels this Contract on or before January 10, 2012, a full refund of the exhibit fee will be given to the Exhibitor; (ii) if the Exhibitor cancels this Contract after January 10, 2012, no refund will be given. Because this date is related to the Event date and not to the date of this Contract, this date shall apply regardless of the date on which this Contract is executed. This amount is considered to be liquidated and agreed upon damages of the injuries MPA will suffer as a result of Exhibitor's cancellation. The date of the cancellation shall be the date MPA receives the notice sent by the Exhibitor by certified mail, return receipt requested. MPA shall be entitled to cancel an Exhibitor at any time for failure by an Exhibitor or its assignee to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to any refund of any part of any fee or any other payment.
10. **Indemnity and Limitation of Liability:** Neither MPA nor the Facility, nor either of their officers, agents, employees, or other representatives shall be held liable for, and they are hereby released from any damage, loss, harm, or injury to the person or property of the Exhibitor or any of its visitors, invitees, officers, agents, employees or other representatives, resulting from Exhibitor's participation in the Event, licensing and/or use of exhibition space hereunder, or its exhibit booth whether from negligence, earthquake, fire, theft, water, or accident of any other cause, or from MPA's or the Facility's, or either of their officers', agents', employees' or other representatives' negligence. The Exhibitor shall indemnify, defend, and hold harmless MPA and the Facility and their respective owners, directors, officers, employees, agents and representatives, from any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees, and expenses of any kind which might result or arise from any action or failure to act on the part of the Exhibitor or its officers, agents, employees, or other representatives or breach of this contract. Neither MPA nor the Facility shall be responsible for the security of Exhibitor's products, proprietary information or exhibit materials. Exhibitor understands that neither MPA or the Facility maintains insurance covering the Exhibitor's property and liability, and it is the sole responsibility of the Exhibitor to obtain such insurance and to provide evidence thereof to MPA and/or the Facility when necessary. Exhibitor shall, at its expense, obtain from reputable insurance companies (i) liability and property damage insurance in an amount no less than \$1 million per occurrence, and (ii) workers' compensation insurance covering its employees in at least the statutory amount, and shall provide evidence of such insurance to MPA, when MPA deems it necessary. Under no circumstances shall MPA, its agents, affiliates, employees or directors be liable for lost profits, or other indirect, incidental, consequential or exemplary demands in connection with the event. Anything of value should be secured in your own overnight accommodations.
11. **Disputes:** Any dispute arising out of this Contract shall be governed and construed by the laws of the State of Missouri, and in any suit arising therefrom, the Exhibitor submits itself to the exclusive jurisdiction of the Federal and State courts of the State of Missouri, USA, and that venue for any such suit exclusively shall be in Boone County, Missouri, USA.