



AgSmart 2024 Exhibitor Agreement

By accepting the terms outlined below and in exchange for Olds College ("AgSmart") providing _[name]_ (the "Exhibitor") a display space at its 2024 agricultural exhibition scheduled for July 30 & 31, 2024 (the "Expo") the parties agree as follows:

1. The Exhibitor agrees to abide by all terms and conditions put forward by AgSmart and contained within this agreement in the best interests of the Expo and agrees that AgSmart shall have the final decision in adopting any rules or regulations deemed necessary prior to, during and after the event.
2. All exhibitors are responsible for carrying their own insurance (general and third-party liability) related to their participation at the Expo (minimum \$2,000,000 liability), with AgSmart c/o Olds College added as additional insured to your policy. While registering your company in the show, all exhibitors are required to upload Insurance Certificates onto the Exhibitor Service Centre Site. (NO EXCEPTIONS) Insurance can be made out to: AgSmart c/o Olds College, 4500 50th Street, Olds, ABT4H 1R6. Proof of insurance must be received by July 10, 2024.
3. AgSmart Exhibitors are able to register for their exhibit space up to January 21, 2024 with no financial commitment. If the exhibit space is canceled prior to January 9, no financial penalty will be incurred. On January 21, full payment will be invoiced and payment must be made within thirty (30) days from receipt of initial invoice. All invoices that are past due by 30 days or more from the date that the invoice is sent out will be charged a late payment fee of 5% of the original invoice. NSF Cheques or declined credit cards will be seen as non-payment and it is the responsibility of the exhibitor to provide payment by the original due date.

All cancellations of exhibit space must be done in writing, via email and the following refund policies will apply:

- AgSmart Exhibitors canceling between January 21 - May 1, 2024 will be charged 20% of the total space rental amount.
- Exhibitors canceling before June 1 (but after May 1) will be charged 50% of the total space rental amount.
- Exhibitors canceling after June 1 will forfeit all space payments and/or deposits and will be moved to the wait list category for the next year's show.

In the event that AgSmart is canceled, exhibitors and partners will have the option to have all deposits and payments refunded in full or applied to the next year. Note, please confirm all 3rd party related refund policies prior to booking. In the event that the show is cancelled due to public health orders or restrictions, at the request Olds College, or for any other reason outside of the control of AgSmart including acts of God, wars, epidemics, pandemics, hostilities, blockades, earthquakes, civil disturbances, strike or lockouts, revolutions, terrorist attack or government rules or restrictions after payment has been made, the Exhibitor waives and hereby indemnifies AgSmart/Olds College from any and all damages and claims for damages, losses or costs incurred by the Exhibitor.

4. The Exhibitor's property shall be placed on display and exhibited at his/her own risk and AgSmart shall assume no responsibility for loss or damage hereto, before, during or after the Expo.

The Exhibitor shall assume all responsibility for loss or damage to their property that may be due to fire, theft, flood, lightning, earthquake, explosion, or any other cause. The Exhibitor agrees to indemnify and save AgSmart, its directors, officers, employees, members, shareholders, agents and assigns harmless from any damage, expense or liability whatsoever arising from any injury or damage to the Public, the said Exhibitor, his agents, servants, employees, or invitees or to other Exhibitors or to the Property of said Exhibitor, the walls, floors or ceilings of the space so occupied by the Exhibitor, or to other Exhibitor's property, occurring in the said building or the approaches and entrances thereto, arising out of the Exhibitor's actions or inactions. The Exhibitor agrees that all property, including animals/livestock, which the Exhibitor has on the premises referred to in this contract is the responsibility of the Exhibitor and is in its care, custody and/or control.

5. The Exhibitor application and contract are not transferrable. Subletting of a booth or equipment space by the Exhibitor is strictly prohibited. The exhibit location is to be used exclusively for the purpose shown on this Agreement. Any infraction of this rule will result in expulsion from the Expo, and your company will be moved to the bottom of the waiting list.

6. Promotions outside of your allocated exhibit space that are NOT authorized by Event Management will be immediately shutdown in order to avoid NON-exhibitors from selling/promoting at the show. This is to protect the investment you have made in this show and we value your business.

7. Exhibits must be fully set-up and have personnel on location during all show hours, beginning Tuesday at 8:30am and continuing up to and inclusive of Wednesday at 4:30pm. Any exhibitor that is witnessed dismantling any part of their display earlier than 5 pm without the prior written consent of Event Management will be excluded from exhibiting in the 2025 AgSmart show.

8. Exhibitors may use an Exhibitor Appointed Contractor for any work their booth or to provide install/dismantle services and need to complete the Exhibitor Appointed Contractor form and return to our Exhibits Coordinator at Exhibits@AgSmartOlds.ca before Friday, July 19, 2024. If we have no form on file, your contractor may be refused entry due to Health/Safety and Insurance risks. All charges incurred by the exhibitor or the appointed contractor will be billed back to the exhibitor accordingly.

9. Any damage done by an exhibitor or their appointed contractor to the event site or facilities shall be the Exhibitors solely responsible and will be billed back accordingly at the conclusion of the Expo.

10. AgSmart is on a non-smoking site. A designated smoking area will be provided.

11. Exhibitors agree to observe all fire regulations and maintain acceptable fire prevention practices as required. Fire regulations prohibit the use of any kind of bales or other potential fire hazards.

12. In our commitment to maintaining the accuracy, confidentiality and security of your personal information, AgSmart may share your information with its affiliates, who may use it only in accordance with this Policy: AgSmart is responsible for personal information under our control. We have established policies and procedures to effectively safeguard any confidential personal information that we have on file or which we collect, and to deal with complaints and inquiries. We only collect personally identifiable data when it is voluntarily submitted by you through the use of our websites and applications, and are committed to maintaining the accuracy, confidentiality and security of your personal information. Every complaint or challenge regarding our compliance with this Policy will be investigated, and where a deficiency is found to exist, we will take appropriate measures to address it. This may include amending our policies and procedures as necessary.

Your personally identifiable information is never sold and, except as specifically provided in this Policy or permitted by law, will not be shared with third parties unless we provide you with both prior notice and choice. Your acceptance of this contract is your consent to AgSmart to use and disclose contact information as needed for the purposes of show promotion and information, and specifically with the official magazine publisher of the expo and the official display services provider of the expo. Corporate names, booth locations, website addresses and business categories will be published in our show guide and included on our website.

13. The noise level of any demonstrations or sound systems or equipment must not to interfere with others. As such, if an exhibitor wished to provide their own generator, it must be a quiet generator (low decibel). Event Management reserves the right to determine the sound level at which the noise interferes with others and may require the exhibitor to discontinue.

14. Exhibitors shall not operate draws or lotteries without expressed written permission of Expo Management. Event Management reserves the right to ban objectionable premiums and novelties and to prevent the sale or distribution of any articles or products which it believes might endanger the health and safety of those attending the show.

15. Exhibitors are not permitted to serve any food or beverages in their exhibit area unless expressly permitted in writing by the host venue, Olds College.

16. By accepting this agreement and when attending AgSmart as an Exhibitor/Partner, you enter an area where photography, audio, and video recording may occur. By entering the premises, you consent to such recording media and its release, publication, exhibition or reproduction.

17. That any breach of the conditions of this contract by the Exhibitor shall cause AgSmart to take whatever remedial action may be required immediately and may involve cancellation of any and all Exhibitor's rights and privileges and the removal of the Exhibitor's display and effects. AgSmart reserves the right to refuse future applications from an Exhibitor who has been found to be in breach of this agreement.