



# EXHIBIT SPACE APPLICATION AND CONTRACT

## February 25-27, 2011

Friday, Saturday, Sunday



Please type or print legibly.

Please return signed contract and deposit on or before **9/30/10**, to get the best price and to avoid relocation.

<b>COMPANY:</b>			
<b>Primary Contact Information:</b> The contracted company name, primary contact, address, phone, toll-free phone, fax and URL listed below will be published in the official program and online exactly as is.			
Title: <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Mr.	First Name:	Last Name:	Title/ Position:
Address:			
City:		State :	Zip:
Phone:	Toll Free Phone:	Ext:	Fax:
Email:		Web site:	
<b>Designated On-site Representative:</b> If different from above <input type="checkbox"/> Please check if this person should receive the exhibitor service kit (Badge order form, booth furnishings, electrical order form, shipping information, etc.)			
Title: <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Mr.	First Name:	Last Name:	Title/ Position:
Address:			
City:		State:	Zip:
Phone: ( )	Toll Free Phone: 1 - 800 -	Ext:	Fax: ( )
Cell Phone:		Email:	
<b>RESERVE MY SPACE FOR THE 2011 WESTERN FARM SHOW!</b> Please check one of the following:			
<b>Limited Space –</b>			
<ul style="list-style-type: none"> <li>• Requests for new booth assignments are made first-come, first-serve. Space will be assigned in order of receipt of signed contract and deposit.</li> <li>• You will be contacted in <b>late</b> October to make your booth selection based on what is available at that time.</li> </ul>			
<b>Booth Size</b>	<b>Total Fee</b>	<b>Deposit</b> Deposit due by Sept. 30, 2010	<b>Balance Due</b> Must be received by Jan. 21, 2011
<input type="checkbox"/> 10' x 10'	\$ 545.00	\$ 272.50	\$ 272.50
<input type="checkbox"/> 10' x 20'	\$ 1,090.00	\$ 545.00	\$ 545.00
<input type="checkbox"/> Other ___ft. by ___ft. = _____ square feet <i>Contact Show Management for pricing.</i>			

**SUB-EXHIBITORS:** I will have sub-exhibitors in my booth:  Yes  No

- If you choose to share your exhibit space with affiliated companies or lines you represent, they must be registered with the Western Farm Show.
- A "Sub-Exhibitor Registration Form" is provided for this purpose so we can recognize and list them in the Official Program.

**CATEGORY:**

- Please indicate on the attached sheet the categories of products to be displayed in your booth. (up to 3 maximum)

**REQUIRED:** I am an authorized agent for the above organization. I agree to abide by show rules, regulation, policies and requirements listed in the Exhibitor Information and Prospectus and those on the reverse side. **Please read and initial back page.**

Contract signed by:

Printed name \_\_\_\_\_ **X** \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Questions? Call Dawne Bockelman at 1-800-762-5616 or email [dbockelman@swassn.com](mailto:dbockelman@swassn.com)

Please return this signed contract and <b>deposit check payable to:</b>  <b>SWA Trade Association</b> Tax ID #: 43-1339285	<b>Overnight address:</b> Attn: Dawne Bockelman SWA Trade Association - Western Farm Show 638 W. 39th Street Kansas City, MO 64111-2910 Phone: 816-561-5323	<b>Mailing address:</b> Attn: Dawne Bockelman SWA Trade Association - Western Farm Show P.O. Box 419264 Kansas City, MO 64141-6264

Please sign original contract and return to SWA Farm Show.

Please make one copy to keep for your files.

## WESTERN FARM SHOW EXHIBITOR AGREEMENT

THIS AGREEMENT is made and entered into on the date written below by and between SWA Trade Association, a Missouri nonprofit corporation ("Association"), and the undersigned exhibitor ("Exhibitor").

1. EXHIBITION SPACE. Association hereby permits Exhibitor to use and occupy and Exhibitor agrees to use and occupy the exhibition space at the American Royal Auditorium (the "Building") as described on front page of agreement or such comparable space as the Association reasonably may substitute therefore, (the "Exhibition Space") for and during the Western Farm Show on February 25-27, 2011.
2. RENT AND PAYMENT. Exhibitor agrees to pay Association as rental for the Exhibition Space the amount listed on the agreement.
  - a. Deposit which shall be paid no later than SEPTEMBER 30, 2010, to receive the listed rate. Booth rates increase on October 1, 2010.
  - b. Balance which shall be paid no later than JANUARY 21, 2011.

Exhibitor shall not be entitled to use the Exhibition Space until the rental is paid in full. If Exhibitor shall fail to use the Exhibition Space, then Association shall be entitled to retain all monies previously paid by Exhibitor to Association.

3. COMPLIANCE WITH RULES AND REGULATIONS. Exhibitor agrees to comply with all laws, ordinances, rules, regulations, and contract provisions that are applicable to use of the Exhibition Space including, but not limited to, the rules and regulations attached hereto and made a part hereof.

4. COMPLIANCE WITH THE ADA. The Association does not discriminate on the basis of disability in the admission or access to the Western Farm Show. Mr. Curtis Kleoppel (816-561-5323) has been designated to coordinate compliance with the requirements contained in the Americans with Disabilities Act (ADA). It is the responsibility of the Exhibitor to ensure that its exhibit(s) are accessible and comply with the ADA.

5. DEFAACEMENT OF BUILDING. Exhibitor shall not injure, nor mar, nor in any manner deface the Building containing the Exhibition Space, nor shall he drive, or permit to be driven any nails, hooks, tacks or screws, into any part of the Building, nor shall he make, or allow to be made, any alterations of any kind therein. Exhibitor agrees to leave the Exhibition Space broom-clean upon departure.

6. EXHIBITOR'S PROPERTY. The Association assumes no responsibility whatsoever for any property placed in the Exhibition Space and the Association is hereby expressly released and discharged from any and all liability for any loss, injury or damage to Exhibitor's property that may be sustained by reason of the occupancy of the Building.

7. INSURANCE. Exhibitor agrees to procure at its own expense a policy of comprehensive general liability insurance with coverage to insure against liability for personal injury or death, property damage, or other loss arising out of or resulting from the actions or use of Exhibition Space by Exhibitor and its officers, employees, agents, subcontractors, suppliers, and invitees. The minimum limit shall be \$1,000,000 per occurrence. Exhibitor agrees to furnish Association with a Certificate of Insurance with its rent payment.

8. INDEMNIFICATION AND HOLD HARMLESS CLAUSE. Exhibitor covenants and agrees that it will protect, indemnify, save harmless and defend Association, its directors, officers, agents, and employees, from and against any and all loss, cost, damage, expense (including attorneys' fees), and claims for damage, death or injury of any kind whatsoever to any person or any property howsoever occurring in, upon or about the Exhibition Space or the Building, or arising from any accident, injury, death or damage, occurring outside the Exhibition Space or the Building where such accident, damage, death or injury results or is claimed to have resulted in whole or in part from an act or omission on the part of Association, Exhibitor or their contractors, licensees, concessionaires, agents, representatives, servants or employees, including, without limiting the foregoing, the following: claims by reason of the inaccuracy or misleading nature of any statement, representation or (express or implied) warranty of Exhibitor made during this exhibition or otherwise, including untrue statements of material facts or omissions to state material facts necessary to make the statements not misleading; loss or injury arising out of strict liability or tort, or any claim of strict liability in tort, imposed upon Exhibitor for placing goods (such as equipment or machinery) on display or on the market having any defect, or claimed to have any defect; the condition of the Exhibition Space, or by reason of the management, control and operation thereof, whether caused by Association, its agents or employees, or otherwise; any penalty whatsoever or any special, liquidated, direct or consequential damages, such as but not limited to lost profits or revenues, time lost, expenses of labor, transportation, installation, removal from the line or for any other damage or injury suffered by Exhibitor or any other person.

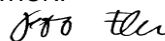
9. LICENSE FOR MUSIC. Exhibitor shall be responsible for securing any and all necessary licenses or consents for any (a) performances, displays, or other uses or copyrighted work or patented inventions, and (b) use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party which is used, directly or indirectly, by Exhibitor. The Exhibitor agrees hereby to indemnify, defend and hold the Association harmless from and against any claim or liability and any incident or resulting loss, cost or damage (including cost of suit and attorneys' fees) for failure to obtain said licenses or consents and/or infringements or other violations of the intellectual property rights of privacy or publicity of any third party.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall only be amended in writing.

11. ASSIGNMENT. Exhibitor agrees not to assign this agreement or sublet the Exhibition Space.

ASSOCIATION:

By:

  
Jeffrey H. Flora, CEO  
SWA Trade Association  
PO Box 419264  
Kansas City MO 64141

EXHIBITOR:

Initial Here: \_\_\_\_\_ Date: \_\_\_\_\_  
(this acknowledges you have read and accept the conditions of this agreement)