



Ohio Produce Growers
& Marketers Association

The Produce Industry's
Convention & Marketplace

2017 OPGMA Congress Exhibitor Agreement

Event Dates: January 16-18, 2017

Trade Show Dates: January 16, 2017

Location: Kalahari Resort & Convention Center

Trade Show Hours: Monday, January 16, 9:00 a.m.-6:00 p.m.

Set-up Times for Exhibitors: Sunday,
January 15, 2017 1:30 p.m. - 7:00 p.m.

Move-out Times for Exhibitors: Tuesday,
January 17, 2017 8:00 a.m. - 1:00 p.m.

1 Exhibitor Information (Please Print)

_____		_____	
First Name	Last Name		

Company			

Address			

City	State/Province	Zip/Postal Code	

Country	Email		

Phone	Fax		

2 Join or renew your membership and save \$200 on exhibit space*

As an Industry Partner, you receive these benefits:

- Special recognition in both the online exhibit listing and in the onsite program
- Listing in the OPGMA member directory and you'll receive an electronic version of the directory

Join/Renew as an Industry Partner* (\$120)
(required to receive reduced exhibit price)

No thank you

*An Industry Partner is a type of annual membership to OPGMA that applies to a company primarily engaged in supplying products and services to produce growers and retailers. Members will receive mailings, faxes, and emails from OPGMA and its approved partner organizations. You must be a member in good standing at the time

Contact the OPGMA office for discounts on purchases of multiple booths.

3 Exhibit Options

Standard Exhibit Space

	Quantity		US Dollars	Total
Industry Partner Price	_____ 8' x 10' Booth	X	\$500	\$ _____
Standard Price	_____ 8' x 10' Booth	X	\$750	\$ _____

Premium Exhibit Space

- One (1) 10' x 20' Booth
- Exclusive use of large projection screen
- One (1) 4' x 4' floor graphic outside trade show doors

Industry Partner Price	\$1800	\$ _____
Standard Price	\$2400	\$ _____

Booth Selection:

1. _____ 2. _____ 3. _____ 4. _____

Exhibit Space Rental Includes:

- Four complimentary educational conference and trade show registrations per exhibit contract (Must be pre-registered)
- Exhibit ballroom is fully carpeted
- Booth identification sign
- 8' high back drape and 3' side rail drapes
- Post-conference electronic list of attendees
- Your company linked on OPGMA's website
- Company recognition in *OPGMA Today*

Size Limitations: Large equipment must be able to fit and maneuver within the 8' aisle.

4 Agreement

By signing below, the undersigned agrees to comply with the terms and conditions as stated in the Exhibitor Agreement governing the 2017 OPGMA Congress. All media sent to the undersigned from OPGMA regarding exhibitor participation will be accepted by signing below (includes mail, phone calls, faxes, and emails from OPGMA).

Authorized Signature

Date

5 Payment Information

Exhibit: \$ _____ + Industry Partnership: \$ _____ = Total Due: \$ _____
(required to receive reduced exhibit price)

AmEx MasterCard VISA U.S. Check (Payable to OPGMA)

Credit Card Number

Expiration Date

Name as it appears on card (please print)

V-code

Credit Card Billing Address

Authorized Signature—I hereby agree to the terms and conditions of my card issuer agreement.

Cancellations

Cancellations received in writing on or before November 6, 2016, will be charged a \$100 processing fee per 8' x 10' booth space. There will be no refunds after November 6, 2016.

Please remit form with payment to:

OPGMA
17 South High Street
Suite 200
Columbus, OH 43215

Or Fax: 614-221-1989

Questions? Contact the OPGMA Office: 614-221-1900

2017 OPGMA CONGRESS EXHIBITOR AGREEMENT

All individuals or entities having made application for participation in the OPGMA Congress are hereby bound by the following terms with regards to the reservation and use of space for such individual or entity's exhibition space. The power to make amendments and/or additions to these terms and conditions rests solely with OPGMA and OPGMA reserves the right to make such changes in its sole discretion as it may deem necessary for the proper and safe conduct of the event. Failure to comply with any terms or conditions may result in eviction from the event or potential loss of current or future exhibiting opportunities.

Rules of General Applicability

Only Eligible Organizations may apply. An Eligible Organization is one that regularly grows, manufactures, or sells or provides products or services designed for the agricultural industry. All applications are subject to space availability and any other terms and conditions.

Only Exhibitors and their agents or designees are permitted on the show floor during non-exhibition times unless a specific exception is granted by OPGMA.

Exhibitors may be identified by badges or other identifying clothing or articles. Such identifying articles may be worn only by the individual named in the Exhibitor's Application and any other agent(s) authorized by the Applicant or OPGMA. For security purposes, spotchecking of badges may occur.

All individuals wearing an article identifying them as an Exhibitor must be able to produce a picture ID upon request by OPGMA.

In the event that any Exhibition Badges are found on an individual not named in an Exhibitor's Application, such Exhibitor may, in the sole and absolute discretion of OPGMA, be removed from the Exhibition.

Rules Relevant To The Reservation And Use Of Exhibition/Booth Space(s)

SPACE ASSIGNMENT

- Exhibit space will be assigned on a first come, first-served basis.
- OPGMA reserves the right to re-assign or rearrange Exhibitor's assigned spaces as may be needed or may be deemed necessary by OPGMA in its sole and absolute discretion.
- OPGMA reserves the right to refuse exhibition space to any individual or entity that proposes to display goods or services that are not likely to be compatible with the general character or objectives of the exhibition in the sole and absolute discretion of OPGMA.

SETUP

- Each Exhibit space must be set up and ready for use and display by the opening of the exhibition or at any other time designated by OPGMA.
- Any Exhibitor whose space is not ready at the opening of the exhibition, or at the time designated by OPGMA, will forfeit their right to the space for the duration of the exhibition without refund.

USE OF SPACE

- Exhibitor's use of their assigned space is a privilege that is specific to that Exhibitor alone.
- Exhibitors are forbidden from assigning, subletting or dividing any part of their allotted space to another Exhibitor.
- Exhibitors may only display or otherwise market or sell goods/services that are part of such Exhibitor's regular business.
- Exhibitors may not conduct or participate in any activity likely to exceed the boundaries of their assigned space or that is likely to interfere with the use and enjoyment of another Exhibitor's space.

DISPLAY QUALITY/CONFORMITY REQUIREMENT

- OPGMA reserves the right to remove, at Exhibitor's expense, any booth, exhibit, display, or part(s) thereof, which, in the sole and absolute discretion of OPGMA, is/are not suitable to or in keeping with the spirit of the Exhibition or the terms and conditions of this Agreement.

TEAR DOWN

- No tear down of booths is permitted prior to the official close of the exhibition.
- Exhibitors who begin to tear their booth(s) down prior to such time may be barred from exhibiting at future OPGMA events.

FIRE, SAFETY AND HEALTH

- All material used in the construction and decoration of an exhibit must be fire retardant. This includes, but is not

limited to, scenery, backdrops, drapes, display boxes, signs, tarps, canopies, tents, etc.

- Each Exhibitor must, upon request by an OPGMA member or an OPGMA agent or designee, produce a certificate of flame retardation.
- Exhibitors agree to comply with all local, city and state fire, safety and health ordinances.

AMERICANS WITH DISABILITIES ACT

- Exhibitors bear sole responsibility for ensuring their exhibit/booth complies with the Americans with Disabilities Act (ADA) and any regulations under that Act.
- A copy of Public Law 101.336 [S.993] American Disabilities Act of 1990 is available upon request from the Department of Justice.

INSURANCE REQUIREMENTS

Exhibitors agree to carry the following insurance coverage during the exhibition and move-in and move-out days:

- Insurance coverage for personal and property consisting of fire, extended coverage, vandalism, malicious mischief, and all other risks of loss, with waiver of subrogation, in an amount not less than \$500,000 combined single limit.
- Comprehensive general liability insurance in an amount not less than \$500,000 for each occurrence and One Million Dollars in the aggregate, insuring against death or personal injury;
- Workers' Compensation coverage in full compliance with federal and state laws;
- Comprehensive General Automobile liability insurance covering owned, non-owned, and hired vehicles including loading/unloading hazards with bodily injury limits of \$250,000/\$500,000 and property damage limits of \$100,000
- All policies must name OPGMA and the Kalahari Resort & Convention Center as additionally insured.
- Exhibitors must deposit with OPGMA current certificates of insurance evidencing the continued existence of the foregoing insurance policies.
- A company providing insurance coverage must have and must maintain a rating of "A," or better, by Best's Insurance Rating Service, and the form of the policy or policies providing insurance coverage is subject to the written approval of OPGMA, which OPGMA will not unreasonably withhold or delay.
- All policies carried by Exhibitors must include a waiver by the insurer of all rights of subrogation against the Landlord in connection with any loss or damage insured thereunder, provided, however, such waiver will not apply if it would have the effect of invalidating any insurance coverage of the Exhibitor.
- Exhibitors agree they have the sole responsibility for obtaining the above required insurance and that neither OPGMA nor any other party has purchased insurance on Exhibitor's behalf and is under no obligation to do so.

USE OF LIKENESS & OTHER INTELLECTUAL PROPERTY

- Exhibitors irrevocably authorize and grant to OPGMA, its employees, agents, subsidiaries, affiliates, licenses, successors, and assignees, the right to film, videotape, record or photograph Exhibitor and its employees, agents, subsidiaries, affiliates, licenses, successors, and assignees in connection with the Exhibition and to use and exhibit such resulting materials (of any kind) in any future promotional or marketing materials for OPGMA. Without limiting the generality of the foregoing, OPGMA and its licensees have the unlimited, exclusive rights, throughout the world in its sole and absolute discretion, to reproduce, adapt, edit, modify, transmit, distribute, sell, communicate, publicly perform, exhibit and otherwise use and exploit such resulting recordings and photographs, alone or as part of other works, in any medium and in any manner, and in any form and by any method now or hereafter known. By participating in any OPGMA show, Exhibition or event, Exhibitor warrants that s/he/it has full power and authority to grant the described herein.

LIABILITY LIMITATIONS. EXHIBITOR AGREES THAT OPGMA WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER SIMILAR LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES, DAMAGE

FOR LOSS OF USE OF ANY EQUIPMENT OR OTHER PROPERTY, CLAIMS OF THIRD PARTIES, INCLUDING PERSONAL INJURY OR DEATH ON ACCOUNT OF RENTAL OR USE OF EXHIBIT SPACE BY EXHIBITOR OR THE SERVICES PROVIDED BY OPGMA, WHETHER OR NOT OPGMA HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL OPGMA'S TOTAL LIABILITY HEREUNDER FROM ANY CAUSE WHATSOEVER, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY OR ANY OTHER THEORY OF LIABILITY, CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY FROM THE USE, OPERATION, MAINTENANCE, ERECTION OR POSSESSION OF ANY PROPERTY IN THE ASSIGNED EXHIBIT SPACE WILL BE LIMITED TO THE LESSER OF EXHIBITOR'S ACTUAL DAMAGES OR THE PAYMENTS MADE FOR THE RENTAL OF THE EXHIBIT OR SERVICES WHICH IS THE SUBJECT OF EXHIBITOR'S CLAIM. ALL CLAIMS BROUGHT AGAINST OPGMA MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES, AND EXHIBITOR HEREBY EXPRESSLY WAIVES ANY STATUTE OF LIMITATIONS EXCEEDING SUCH ONE YEAR PERIOD.

INDEMNIFICATION. EXHIBITOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OPGMA AND ITS AGENTS, EMPLOYEES, OFFICERS, MANAGER, MEMBERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DEMANDS, DAMAGES, INJURIES (INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, ILLNESSES AND DEATH), CLAIMS, PENALTIES, SUITS, ACTIONS, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, OF WHATSOEVER KIND AND NATURE, RELATING TO OR ARISING OUT OF THE USE, CONDITION (INCLUDING, BUT NOT LIMITED TO, LATENT AND OTHER DEFECTS AND WHETHER OR NOT DISCOVERABLE BY EXHIBITOR OR OPGMA), OPERATION, OWNERSHIP, SELECTION, ERECTION, DELIVERY, LEASING OF THE EXHIBIT SPACE, REGARDLESS OF WHERE, HOW, AND BY WHOM OPERATED, OR ANY FAILURE ON THE PART OF EXHIBITOR TO PERFORM OR COMPLY WITH THE CONDITIONS OF THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXHIBITORS WILL, AT THEIR OWN COST AND EXPENSE, DEFEND OPGMA AGAINST ALL CLAIMS, SUITS OR PROCEEDINGS COMMENCED BY ANYONE IN WHICH OPGMA IS NAMED AS A PARTY FOR WHICH OPGMA IS ALLEGED TO BE LIABLE OR RESPONSIBLE AS A RESULT OF OR ARISING OUT OF THE EXHIBITION OR ANY ALLEGED ACT OR OMISSION BY OPGMA, AND EXHIBITOR SHALL BE LIABLE AND RESPONSIBLE FOR ALL COSTS, EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED IN THE DEFENSE AND/OR SETTLEMENT, JUDGMENT, OR OTHER RESOLUTION THEREOF. IN THE EVENT ANY SUCH ACTION IS COMMENCED NAMING OPGMA AS A PARTY, OPGMA MAY, IN ITS SOLE DISCRETION, ELECT TO DEFEND SAID ACTION ON ITS OWN BEHALF WITH COUNSEL OF ITS CHOICE, AND EXHIBITOR SHALL BE LIABLE FOR AND REIMBURSE OPGMA FOR ALL COSTS, EXPENSES, AND ATTORNEY'S FEES INCURRED BY OPGMA IN SUCH DEFENSE. THE INDEMNITIES AND ASSUMPTIONS OF THE LIABILITIES AND OBLIGATIONS HEREIN PROVIDED FOR SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR OTHER TERMINATION OF THIS AGREEMENT.

FORCE MAJEURE

- In case of cancellation of the Exhibition or unavailability of the exhibit space for its specific uses due to war, governmental action or order, act of God, fire, strike, labor dispute, or any other cause or causes beyond OPGMA's control, this agreement shall terminate and OPGMA will have no liability to reimburse Exhibitors with respect to any damage or loss, directly or indirectly arising as a result thereof except for any application fee actually paid by Exhibitor.

AMENDMENTS AND OTHER RULES

- These Rules and Regulations may be amended at any time by OPGMA, and all amendments so made shall be binding on Exhibitors.
- Other Rules may apply. Please consult your Exhibitor packet.