

# 2020 Terms and Conditions of Exhibiting at

WISCONSIN FARM TECHNOLOGY DAYS, INC.

Huntsinger Farms, Inc, Eau Claire, Wisconsin

Tuesday, Wednesday, & Thursday, July 21 – 23, 2020

Exhibit Office: 211 Canal Road, Waterloo, WI 53594

Office: (920) 350-5364

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By virtue of Lessee's application to exhibit at this show, lessee agrees to abide by all show rules as stated here:

- (1) **Agreement to Lease:** Lessor agrees to rent space in the commercial area on the site of the Wisconsin Farm Technology Days, Jefferson County, Wisconsin for the purpose herein described on Tuesday, Wednesday, & Thursday, July 21-23, 2020. **Lessee shall not sublet or assign any part of the leased premises.**
- (2) **Rental Space Payment:** The lessee agrees to pay in full for such space and requested services by **April 15, 2020**. For payment received after April 15, 2020, an additional \$50 per lot/booth will be charged. If payment is not received by **May 15, 2020**, lessor shall have the sole option to terminate this contract for cause.
- (3) **Cancellation:** Requests for cancellation must be made in writing prior to **May 31, 2020**. Any payment received over the non-refundable \$100 deposit will be refunded. **NO LOT, BOOTH OR ELECTRICAL CANCELLATIONS WILL BE ACCEPTED AFTER May 31, 2020**. This contract may be canceled only at the discretion of the Executive Committee of the 2020 Wisconsin Farm Technology Days, Inc.
- (4) **Indemnification and Insurance.**
  - a. The lessee agrees to indemnify and hold the lessor harmless for any claims of loss, damage or expense resulting from personal injury or death, or damage to property caused wholly or in part by lessee or its employees, agents, subcontractors or volunteers in connection with the leased space described in this contract except the lessee will not be held to this provision when such loss, death or damage to property is the result of a negligent act or omission of the lessor, employees, agents, subcontractors or volunteers.
  - b. The lessee is solely responsible, and agrees to hold the lessor harmless, for any claims of damage, or expense resulting from damage to or loss of the lessee's display, exhibits or materials during the show, including the time of show set-up and take-down. This includes any damage resulting from the lessee's use of the lessor's employees, agents, subcontractors or volunteers during the show, or during show set-up and take-down.
  - c. The lessee agrees to indemnify and hold harmless the lessor for any claims of loss or expenses resulting from lessee's breach of this contract. Upon breach, lessor shall be entitled to damages incurred as a result of the breach.
  - d. The lessee shall have in effect during the show, including the time of show set-up and take-down, public liability insurance for personal injury or death and damage to property, for claims occurring upon, in or about the herein-leased space. That coverage shall have a limit of not less than \$1,000,000 per general aggregate and \$1,000,000 for each occurrence. The lessee must provide a certificate of insurance. In addition, outdoor lot exhibitors must name, Wisconsin Farm Technology Days, Inc. and the host farm as additional insureds.
  - e. The lessee can obtain public liability coverage through a third-party provider. Information is located on our website at [www.wifarmtechnologydays.com](http://www.wifarmtechnologydays.com) under Exhibitors and Liability Insurance.
  - f. In the event the lessee is self-insured. The lessee must provide proof of said insurance with rental payment and completed contract. Failure to provide proof of insurance as required may result in termination of the contract at the sole discretion of the lessor.
- (5) **Distribution of Lists:** The lessee shall not distribute or sell to third parties any lists of names obtained from visitors to the show.

- (6) **Access.** Lessee may have access to said lots on or after **July 7, 2020** or sooner by special request; however, electrical service will not be available until **July 15, 2020. If lessee will require electricity prior to July 15, please contact the WFTD office.** Booths will have access to said space on or after **July 17, 2020.** Security will be on the grounds daily, before, during and after the show from **July 7 – July 26, 2020.**
- (7) **Tent/Aerial Displays.** The lessee may erect their own tent or tents within the leased space boundaries. All tent rentals must be made through the official tent supplier. No signs, aerial pieces, or other devices shall extend above the normal height of the tents and exhibits, except as approved by the Wisconsin Farm Technology Days 2020 Executive Committee.
- (8) **Maintenance of Rented Space.** Lessee agrees to keep said exhibit tent and area in a clean and sanitary condition and, at the termination of this event shall leave the grounds in the same condition as when rented. The lessor agrees that the grounds will be in a clean and sanitary condition prior to lessee's rental of the ground. The lessor will provide appropriate waste containers. Upon lessee's failure to comply with this term, lessor may do the acts required hereby and charge the cost thereof to the lessee in addition to the agreed rent, provided that lessor gives lessee notice of the failure and a reasonable opportunity to cure the same, and the lessee agrees to pay any reasonable expense so incurred by the lessor. Lessees failing to clean up debris may not be invited back to future shows.
- (9) **Vehicle parking.** Vehicle parking or travel is not permitted on streets in Tent City during the show hours. Vehicles that are used only to work from need to be parked inside exhibitor's assigned lot(s). Vehicles must leave the grounds and go to the parking area by 8:30am on show days.
- (10) **Show Times.** Show time for general public is **9am to 4pm on Tuesday and Thursday and 9am to 7pm on Wednesday.** Authorized exhibitors and personnel will be permitted on the grounds at 7am and for 2 hours after the close of the show during Farm Technology Days show dates. The grounds will be closed prior to 7am and after 6pm on Tuesday and Thursday and after 9pm on Wednesday during show dates.
- (11) **Electrical Service.** Lessee is responsible to order electricity and other services as set forth on the **Additional Services Order Form which is available on our website at [www.wifarmtechnologydays.com](http://www.wifarmtechnologydays.com).** The lessor agrees to bring **electrical service** to the lessee's lot at the rates indicated on the Additional Services Order Form. An electrical contractor designated by Wisconsin Farm Technology Days, Inc. will do all electrical work. Any lessee wishing to make a change in the electric service as requested on the Additional Services Order Form must contact Wisconsin Farm Technology Days office prior to **July 7, 2020. Changes to electrical requested after July 7 will incur an additional fee, if possible to accommodate.** Payment for electrical service must accompany request for service. There will be no charge made for actual electrical usage.
- (12) **No Raffles/Fundraising Activities.** Individuals/Organizations are not permitted by Wisconsin Farm Technology Days, Inc. or the Host County to implement raffle/fundraising activities not associated with official show activities.
- (13) **No Sale or Dispensing of Food and Drink.** The lessee shall not sell nor dispense food or drink to the public without written permission from the Executive Committee, and any authorized dispensing shall be confined to the exhibit space set forth in this contract. A request to distribute product representing new research should be sent to the Executive Committee via [info@wifarmtechnologydays.com](mailto:info@wifarmtechnologydays.com) providing details about the new product. The lessee shall not permit the sale or free distribution of any intoxicating liquors, malt beverages, or tobacco products in the exhibit space.
- (14) **Excessive/Offensive/Dangerous Activities.** No Exhibitor shall use any sound equipment or make excessive noise that will interfere with any other display or presentation.

Exhibitors demonstrating equipment or products in their display area shall not use equipment or materials which are offensive, disruptive or life-endangering to the public or other exhibitors as determined by the Executive Committee. **No lessee shall operate motorized type vehicles (ATV's, golf carts, etc.) in areas under the jurisdiction of Wisconsin Farm Technology Days, Inc., during daily show hours unless permission is granted by the Eau Claire County Executive Committee. See point 17.**

- (15) **Digging, Excavating, and Earth Moving.** Excess digging, excavating, or earth moving, including adding soil exceeding 1 1/2 feet will not be permitted without the consent of the Executive Committee. Where such earth moving may be necessary, the site will be returned to its original state upon removal of exhibit. Gravel, stone or concrete shall not be used in any exhibit without approval of the Executive Committee.
- (16) **Removal of Exhibits.** **No exhibits may be removed prior to 4:00 p.m. July 23, 2020. All exhibits, including underground facilities and other construction are to be removed by noon on August 7, 2020.** Items left after that date are subject to becoming the property of WFTD, and will be sold and used to offset WFTD expenses. No security will be present after July 26, 2020. Transfer of property by the exhibitor through gift or sale does not release the exhibitor of the aforementioned responsibilities.
- (17) **Limited Field Demonstrations/Ride and Drive Opportunities.** Limited field demonstration and Ride & Drive opportunities will be provided by the Wisconsin Farm Technology Days Committee. The Committee will determine type of machines acceptable for field demonstrations and ride and drive areas. To participate, companies must rent space in the exhibit area. Since no additional basic charge is made to the exhibitor for demonstrating in the field, provisions must be made for completing the harvesting and storing of field demonstration acreage if rain or other unforeseen conditions prevent harvest during the show. **All Field Demonstration and Ride and Drive participating companies must list Wisconsin Farm Technology Days Inc. as an additional insured on their liability policies. Participating Field Demo and Ride and Drive companies may have 1 (one) registered UTV to use for transporting customers from their lot to these areas. Register UTV at Show Headquarters.**
- (18) **Livestock.** Livestock will be permitted on the Tent City grounds, only if they meet the health requirements of the Wisconsin Dept. of Agriculture, Trade, and Consumer Protection, (as listed on their website) and their exhibition does not endanger public safety. **Cattle (No bulls), horses, llamas, goats and sheep are allowed, other animals must have prior approval by the Executive Committee.** Lessee shall submit health documentation to WFTD headquarters prior to unloading and exhibiting animals and indicate # and species of animals being displayed.
- (19) **Termination.** A violation of the terms and conditions governing Wisconsin Farm Technology Days by an exhibitor is cause for disciplinary action at the reasonable discretion of the Wisconsin Farm Technology Days Executive Committee. The lessor may terminate the agreement with cause, provided that lessor has provided lessee with notice of the violation and a reasonable opportunity to cure the same, whereupon the lessee shall vacate the assigned space and the lessor shall retain any sum of money paid to the lessor by the lessee.
- (20) **Amendment.** This lease may be amended by mutual agreement between Lessor and Lessee at any time. Any such amendment must be in writing and duly executed by both Lessor and Lessee.
- (21) **Agreement Binding.** It is hereby expressly understood and agreed that the covenants and agreements herein shall extend and be binding upon the heirs, executors, administrators, or assigns of the Lessor and Lessee.