

I. Intent

The purpose of the show is to promote and stimulate the interest in, and demand for, the industry's products and services. The show is presented by the Irrigation Association ("IA" or "show management") as a service to the industry and to provide information, education and networking opportunities to members and visitors through contact with exhibitors, products and resources.

The demonstration, display and sale of products and services on the show floor is limited to those persons, firms and corporations that have contracted and paid for exhibit space in the convention center. No other persons, firms or corporations will be permitted to demonstrate products, solicit orders or distribute advertising materials on the show floor. Any person in violation of this rule will be promptly ejected from the exhibit hall.

II. Booth Space Payment

Payments of booth space fees are required as follows:

1. 50% of the total booth space fee must be submitted along with each booth space application or within 10 days if paying via wire transfer/ACH. The remaining 50% of the total exhibition fee is due on or before July 31, 2025.

2. After July 31, 2025, all applications must be submitted with full payment. Booth space applications received without appropriate payment will not be processed.

Only the company name(s) listed on the booth space application is considered an official Irrigation Show exhibitor. All exhibitors must make payments in accordance with the schedule outlined above. Under no circumstances will the exhibitor be permitted to participate at the Irrigation Show and/or occupy its exhibit space if full payment has not been received. The IA will accept payment by American Express, Mastercard, Visa, wire transfer, ACH or check. Show management will adjust fees as needed to correct misreported member status or calculation errors.

III. Exhibitor Cancellation/Downsizing

All exhibitor cancellations or downsizing requests must be received by show management in writing. Refunds for canceled or reduced space will be given as follows:

1. If booth space is canceled or reduced prior to July 31, 2025, exhibitor is eligible for a refund of 75% of original exhibition cost.

2. If booth space is canceled or reduced on or after July 31, 2025, through and including September 30, 2025, exhibitor is eligible for a refund of 50% of original exhibition cost.

3. If booth space is canceled or reduced after September 30, 2025, no refund will be given.

4. If the exhibitor downsizes on a main aisle or first 20% of the show floor by more than 50% of their original booth request on their initial booth space contract, show management has the right to move the exhibitor to a new location.

IV. Event Cancellation

If the show must be postponed or canceled due to a force majeure event, the parties agree that it would be difficult to determine with certainty the amount of the exhibitor's damages from such cancellation. Therefore, the obligations of the parties under this agreement shall be automatically terminated.

Deposits already paid by exhibitors will be reallocated to another marketing opportunity or to the exhibitor's booth for the next scheduled Irrigation Show. In the event of conditions beyond the control of the IA that cause the convention center to become unavailable, exhibitors hereby authorize the IA to assign space, regardless of size or location, in such other building as the IA may be able to procure to hold the exhibition regardless of the location thereof. Exhibitors shall use and occupy such substituted space at the same rent, and under the same terms and conditions, as are set forth in the booth space application, and the IA shall not be liable to any exhibitor for any loss or damage suffered by reason of such unavoidable postponement and relocation.

V. Booth Space Assignment

Booth space will be assigned to the company contracting for space as indicated in the booth space application. Although show management will attempt to accommodate exhibitor requests for specific exhibition space, no guarantees can be made that the exhibitor will be assigned the specific exhibition space(s) requested. The booth assignment schedule is listed below.

Group	Selection Date
Platinum Member Exhibitors	March 4, 2025
Gold & Silver Member Exhibitors	March 10, 2025
Bronze Member Exhibitors	March 24, 2025
New Exhibitors	April 7, 2025

In the event the Irrigation Show sells out, the booth space application and deposit will be put on a waiting list. Show management will notify the exhibitor if space becomes available.

Show management reserves the right to relocate an exhibitor's booth space due to a force majeure event or modifications of the exhibit facility, fire marshal regulations or any other reason in the best interest of the overall exhibition.

VI. Space Regulations

Exhibitors must adhere to the rules and regulations provided by the event/exhibit venue in addition to the following requirements. In the event of a conflict between the venue's requirements and the IA's Terms & Conditions, the IA's Terms & Conditions shall take precedence and supersede the venue's requirements, except where applicable law dictates otherwise.

1. No exhibitor shall reassign, sublet or share the whole or any part of the contracted exhibits space. If show management is provided with written documentation by contracted exhibitor showing ownership of another company, the contracted exhibitor and its subsidiary may occupy the same booth space with approval by the IA.

2. All demonstrations, advertising and promotional activities must be confined to the limits of the assigned exhibit space. No outside demonstrations, seminars, education sessions, product exhibitions, displays or group product discussions may be conducted on show days without express permission from the IA. Demonstrations, advertising, promotional products, signage and any material displayed or distributed by an exhibitor cannot contain comparative advertising, comparative pricing and/or disparagement of competitors. Show management reserves the right to have signage removed and/or any other disciplinary action at the IA's discretion. The IA reserves the right to stop any product demonstration on the show floor that is determined to be a hazard, not consistent with IA policies or disruptive to the show.

3. Distribution of magazines, newspapers and other literature outside exhibitors' assigned booth space and at official show hotels is prohibited without express permission from the IA.

4. Exhibitors are prohibited from conducting meetings with attendees on the show floor prior to show opening or during non-show hours. Exhibitors may conduct meetings with their booth personnel prior to show opening and during non-show hours.

5. The exhibitor, its employees and representatives shall not engage in any display, publication, performance or other activity that conflicts with any federal, state or local law, regulation, rule or ordinance.

6. The following activities are strictly prohibited in the exhibit hall.

a. Gambling or gambling equipment, including slot machines, roulette wheels, dice games, etc.

b. Photography, video production and/or graphic reproduction of other exhibitors' booths and products. Videotaping equipment of any kind is not allowed in the exhibit areas except by persons authorized by IA.

c. Using live animals for demonstration (only service animals to accompany people with disabilities are permitted).

7. Exhibitors are permitted to serve alcohol starting at 2:00 p.m. from their booth space. All alcoholic beverages must be purchased from the official concessionaire and served in accordance with local and state law.

8. Helium balloons are prohibited from the exhibit hall at all times and nothing shall be posted on, tacked, nailed, screwed or otherwise attached to walls, floors, ceilings, furniture or other property of the event venue.

VII. Exhibitor Conduct

Exhibitors must conduct themselves and their activities in a professional manner that is consistent with the guidelines expressed by the Equal Employment Opportunity Commission and that uphold the IA's Antitrust Law Compliance Policy and principles of the IA's Commitment to Diversity, Inclusion & Opportunity. Booth personnel and their representatives must dress and behave in a manner that is professional and not offensive to attendees or other exhibitors. The IA reserves sole control over event admission and retains the right to reject or prohibit any exhibit, in whole or in part, at its discretion. This includes, without limitation, any person, item, activity, printed material or giveaways that the IA determines to be inappropriate, inconsistent with the character of the exhibition or in violation of applicable policies, laws or event's code of conduct.

1. The cost to repair any damage by an exhibitor, its employees or representatives to the New Orleans Ernest N. Morial Convention Center will be billed to and paid for by the exhibitor.

2. Exhibitors agree not to bring children under the age of 16 onto the exhibit floor during exhibitor move-in and move-out periods.

3. Exhibitors, its employees and representatives will take every reasonable precaution to minimize the noise of operating exhibits. At no time, either in the exhibit hall or outside a designated room, may the noise level exceed 85 decibels. Sound rooms are required for any demonstrations where the noise level exceeds 85 decibels. Doors to sound rooms must be kept closed during demonstrations. Exhibitors are required to post warnings that sound levels within the sound room may be harmful. In the event any other exhibitor objects or protests to the noise level, show management shall reserve the right to require the exhibitor to cease operation of the exhibitor and/or take measures to reduce the noise level. Exhibitors are prohibited from using objectionable amplifying or special lighting equipment. The IA also reserves the right to require exhibitors (at exhibitor's expense) to change, alter, modify or remove all or part of its exhibit due to any objectionable odors emanating from the display booth.

4. Guns and concealed weapons are strictly prohibited.

VIII. Construction of Exhibit & Use of Space

1. If exhibit materials are delayed or lost in transit, the following procedures apply:

a. Show management must be notified.

b. The exhibitor must either set up a table and staff the booth or procure a sign to place in the space which reads: "The material for this exhibit has been delayed in transit."

2. Exhibits not set up by the closing hour of the official move-in time will not be permitted to set up until after the closing hours of the day in question and before the opening on the following day.

3. Exhibitor is responsible for ensuring proper booth construction using permissible drapes, furnishings, acoustical materials, signs and banners and at the discretion and expense of exhibitor.

4. Exhibitors are required to furnish their entire booth space with carpet or floor covering at their expense. If booth space is not covered with carpet or floor covering, the show contractor (with permission of show management) will force carpet installation, at the exhibitor's expense.

5. All exhibits must conform to the International Association of Expositions and Events display guidelines as adopted by the Irrigation Association and contained in the exhibitor service manual.

IX. Fire Protection

All exhibits must comply with all fire regulations and are subject to approval with the local fire regulations. Exits, fire stations and fire extinguisher equipment must not be obstructed. Table coverings must be flameproof and extend down far enough to screen anything under the table but must clear the floor to meet fire regulations. All packing materials and cardboard cartons and boxes must be removed from the booth prior to the opening of the show. Fire regulations will not permit storage of empty crates and cartons anywhere in the exhibit area. No materials may be stored behind booths. No flammable fluids or substances may be used or shown in booths.

X. Dismantling

The exhibitor agrees by signing a booth space application not to disturb, dismantle or remove exhibit from the designated exhibit space until after the official closing of the exhibits. Early tear-down and dismantling is prohibited and failure to observe this rule may result in a fine of \$3,000. All exhibits and their goods must be packed and ready for shipment immediately following the official closing of the exhibits. All exhibiting firms must be cleared out of the exhibit hall by 1:00pm, December 12, 2025.

XI. Security & Insurance

Show management shall provide security service throughout the hours of installation, exhibit hours and dismantling. Such service is in no case to be interpreted as a guarantee against loss or theft of any kind or damage by fire, accident or any other cause. The IA and its officers, directors, trustees, employees and agents, as well as designated show contractors and the management of the New Orleans Ernest N. Morial Convention Center and the city of New Orleans are not responsible for the safety of the property of the exhibitors from theft, damage by fire, accident or other causes.

Exhibitors are strongly encouraged to remove or place out of sight all small items from exhibit tables and display areas when exhibits are closed. Each exhibitor should designate a company representative to remain with the booth until it is completely dismantled. Exhibitors are required to maintain exhibitor liability insurance with minimum limits of not less than \$1,000,000, fire legal liability with a minimum limit of \$50,000, and medical payments with a minimum limit of \$5,000. Certificates of Insurance (COI) are required to be submitted to event management by no less than 30-days before setup. Exhibitors that do not provide a COI will not be permitted to move in. In addition, coverage is recommended, but not required for property insurance for exhibitor's goods, wares, merchandise and any other property (i.e., transit from factory or warehouse to the exhibition hall while stored or exhibited and returned to the exhibitor's premises). The exhibitor is recommended to make provisions for the safeguarding of such exhibitor's goods, wares, merchandise, chattels or property since the IA shall not be liable for any injury thereto. The exhibitor should upload copies of insurance policies or certificates of insurance to their account in the Exhibitor Resource Center. The exhibitor agrees to waive all claims against the IA, its officers, directors, agents and employees, the New Orleans Ernest N. Morial Convention Center, and the City of New Orleans for any and all:

- Claims, demands, defense costs, liabilities, expenses, or damages of any kind or nature arising out of or in connection with:
 - Damage to or loss of any property belonging to:
 - The exhibitor
 - The exhibitor's owners, employees, contractors, representatives, patrons, guests, or attendees
 - Injury to any such personnel

The exhibitor indemnifies the IA, excepting that portion of such claims, demands, defense costs, liabilities, expenses or damages arising out of the sole gross negligence or willful misconduct of the IA.

XII. Intellectual Property

By executing the booth space application, the exhibitor represents and warrants to the IA that the exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "intellectual property"), as the case may be, used by the exhibitor at or to promote its activities at the Irrigation Show. Breach of the foregoing warranty shall be grounds for immediate revocation of the right to exhibit, without notice or hearing. The exhibitor acknowledges that the IA is relying upon this representation and warranty and has no obligation to monitor the uses and displays of intellectual property at the 2025 Irrigation Show or to conduct an independent investigation of the status of rights to any intellectual property.

XIII. Force Majeure

Force Majeure events are defined as events or circumstances beyond the reasonable control of the party whose performance is affected, including but not limited to: fire, flood, earthquake, storm, or other environmental or natural disasters; pandemic, epidemic, or other public health emergencies, including travel, gathering capacity, or social distancing restrictions or recommendations issued by governmental agencies or health organizations such as the World Health Organization or the U.S. Centers for Disease Control and Prevention; acts of terrorism, threats of terrorism, civil commotion, insurrection, or war (domestic or international); labor disputes, strikes or curtailment of local, national or international transportation facilities or services significantly impacting domestic and/or international travel; unavailability or inadequacy of necessary utilities, transportation, materials, supplies or housing, including shortages that prevent meeting exhibitor needs; economic factors making it impracticable to hold the event as scheduled, such as the unavailability or inadequacy of convention centers, headquarters hotels or meeting, conference, banquet or expansion spaces; legal or regulatory changes, including laws, ordinances, rules or regulations effective after the execution of this Agreement that adversely affect attendance or event execution; any exigent circumstances or emergencies that make it impractical, inadvisable, illegal, or impossible to hold the event or provide the agreed-upon facilities. Force Majeure also applies to situations in which such events or causes occur within twelve (12) months prior to the event and are reasonably expected to discourage or prevent a significant proportion (fifty percent or more) of anticipated attendees from participating, thereby diminishing the success of the event.

XIII. Violations

Violation of any of these Terms & Conditions may result in any or all of the following: cancellation of the booth space application, removal of the exhibitor from the show without refund or liability to the IA, and/or the forfeiture of priority points or other privileges associated with participation. Additionally, violators may be banned from participating in future shows or events hosted by the IA.