

Rules and Regulations (Terms and Conditions) -- Ag Progress Days, Aug. 10-12, 2021

Eligibility of Exhibitors

Any business, firm, or organization which manufactures or provides a product or service to agriculture may apply for exhibit space at Penn State's Ag Progress Days ("APD"). PSU reserves the right to determine whether or not a potential exhibitor contributes to the educational APD event in accordance with the following objectives: to exhibit and demonstrate farm machinery, equipment, animal, and plant materials with emphasis on showing improved methods in harvesting, handling, production, and utilization based upon latest research achievements; to provide for exhibiting appropriate agricultural products and services that contribute to the enrichment of home and family living; to showcase PSU departmental programs in the College of Agricultural Sciences, other PSU colleges, and state and federal agencies which indicate accomplishments in agricultural science and technology.

Contract For Exhibit Space

Potential exhibitors must complete this contract and return it with full payment. Checks must be made payable to: The Pennsylvania State University. Most major credit cards are accepted. All attendees are subject to current policies and restrictions in effect by PSU and Commonwealth of Pennsylvania, related to public health and safety directives. Exhibitors that have paid to exhibit but cancel their reserved space 14 or more days before the event will receive a refund less a 25% handling fee. Cancellations received within 14 days of the event will forfeit 50% of the exhibitor fee. "No shows" without prior notification of the event will forfeit 100% of their paid exhibitor fee. The same reserved space will not be guaranteed for the next year's event unless arrangements to that effect are made in writing with PSU. PSU makes the decision about space assignment to all exhibitors and reserves the right to reject any application for exhibit space. Only one paid exhibitor per space will be recognized on the layout map and show information. All exhibitors and demonstrators must provide a Certificate of Insurance showing evidence of general liability, automobile liability, workers' compensation, and employer's liability insurance. "The Pennsylvania State University" must be shown as an Additional Insured on the general liability insurance. Breed associations exhibiting under the noncommercial rate must display a banner or sign with the breed association name visible.

Force Majeure and Governance

This contract is governed by the laws of the Commonwealth of Pennsylvania. Any and all legal actions arising out of this contract shall take place in the courts serving the County of Centre, Pennsylvania. No Party shall be liable for any failure to perform its obligations under this Agreement where such failure is due to circumstances or events not reasonably in the control of that Party, including but not limited to: acts of God or nature (including without limitation fire, flood, storm, tornado, earthquake, or hurricane); labor strike or industrial dispute, civil tumult, war, or act or threatened acts of terrorism; epidemic and/or pandemic; quarantine; interruption or delay of public transportation service; or any law, regulation, order, or other action by any public or regulatory authority which renders the activity illegal, commercially impracticable, or impossible. If an event gives rise to this Force Majeure defense, either Party shall respectively be relieved of their obligations with respect to this application as long as they promptly notify the other Party of the occurrence of the event, use reasonable efforts to perform their obligations, and the inability to perform is not due to their own failure to take reasonable protective measures or develop and maintain a reasonable contingency plan. If an alternate date is proposed by PSU, the exhibitor will be notified in writing of the option to accept the alternative date.

Exhibit Set Up and Tear Down

The exhibit area will be available to outdoor lot exhibitors for constructing displays and/or setting up exhibits at 8:00 a.m. on Monday, August 2, 2021. Exhibitors assigned to one of the exhibit tents cannot set-up until Friday, August 6, 2021. All exhibits must be in place by 9:00 a.m., Tuesday, August 10. No items shall be dismantled or removed from the exhibit area or the APD site until after 4:00 p.m. on Thursday, August 12. Displays must be within your marked exhibit space and adhere to set backs. Any digging, excavation, or earth moving will not be permitted in the exhibit area. Exhibitors must receive permission from the Show Manager before driving posts or stakes in the ground and placing any aerial displays. Displays and equipment on outdoor lots must be removed from the exhibit area within one week of the show closure, unless special permission is obtained from PSU. Table-top displays and materials in the Exhibits Tents, Equine Tent, and Dairy & Livestock Tents must be removed at the close of show Thursday evening.
*SITE GPS/SHIPPING ADDRESS: 2710 W. PINE GROVE RD., PENNSYLVANIA FURNACE, PA 16865.

Onsite Sales, Subcontractor Regulations and Indemnification

Onsite sales policy guidelines are to be followed and include: a) All exhibitors conducting sales must have a PA Sales Tax identification number and are obligated to report sales tax to the appropriate tax authority. b) Items sold must be Ag related or for the betterment of the agricultural community, good quality, reasonably priced and conducive to the tone and atmosphere of the show. c) Sales staff must be courteous to surrounding vendors and attendees (ie. noise, selling methods, and cleanliness.) d) Food and beverage shall not be provided by any exhibitor to the public, without permission of Penn State e.) All items sold during show hours must be hand carried. No large items that are sold will be loaded or removed with a vehicle until after that show day's closing. f) No soliciting will be permitted in the parking lots or other land associated with Penn State's Ag Progress Days. Distribution of literature and/or goods describing equipment, products, or educational activities must be confined to the exhibitor's lot or immediate demonstration area. g) Exhibits found to be inappropriate with respect to the educational objectives of Penn State's Ag Progress Days, will not be permitted. h) Musical or carnival-type entertainment supplied by an exhibitor for the sole purpose of attracting an audience to a specific exhibit will not be permitted. i) Each exhibitor will be responsible for keeping his or her exhibit free of litter. The abuse (including untidy appearance of exhibits or other acts objectionable to the management) by exhibitors or concessionaires of any privilege granted will cause forfeiture of all rights without recourse.

PSU will exercise due care relative to items for exhibit after their arrival at the site. PSU will not be responsible for injury to personnel, loss, or damage from any cause to articles and equipment on exhibit. The Exhibitor releases PSU, its trustees, officers, agents and employees, from all liability and claims arising out of services provided by PSU under this agreement. Exhibitor shall indemnify, defend and hold harmless PSU, its trustees, officers, agents and employees from and against any and all claims, causes of actions, legal proceedings, losses, (including counsel fees) (together, "Claims") which may arise from the Exhibitor or its subcontractor's participation in Ag Progress Days, or their presence on University premises, or which is otherwise related to this agreement, including Claims related to any product or service provided for sale or distribution by Exhibitor. Exhibitor shall not use any subcontractors to provide any services for its exhibit space on PSU premises, without either: 1) using a subcontractor on the APD Accepted Subcontractor List. 2) providing APD with an insurance certificate from the subcontractor showing evidence of general liability, automobile liability, workers' compensation, and employer's liability insurance. "The Pennsylvania State University" must be shown as an Additional Insured on the general liability insurance.

Exhibitors are required to maintain adequate safety standards and comply with all current health guidelines and policies, as applied by PSU. PSU reserves the right to curtail any activity deemed hazardous to the public. Alcoholic beverages and controlled substances of any type are strictly prohibited. All exhibition animals should have valid health certificates that certify that the animals are healthy and meet the exhibition and/or sales health requirements for that species as determined by the Bureau of Animal Industry of the PA Dept of Ag. All exhibitors bringing animals to Ag Progress Days must provide current written proof of freedom from rabies before the animals are allowed on the premises.

Demonstrations and Equipment Operation

For registered Exhibitors interested in participating in field machinery demonstrations, a signed and accepted Machinery Demonstration Form is required. Safety is the top priority for all demonstrations. Proper safety equipment and apparel must be worn at all times. Exhibitor representatives will be responsible for explaining and practicing proper operation and safety during the demonstration. Small machinery and/or equipment may be demonstrated on the exhibit lot if they do not involve digging, earth moving, dust, or noise which will disturb adjacent exhibitors or present a safety risk to the audience. PSU reserves the right to evaluate disturbances and to require stoppage or removal. Exhibits producing unusual or excessive noise, which have been approved by PSU, will be placed in a special area provided for this purpose. Large machinery and/or equipment will be demonstrated only in PSU authorized fields. All field demonstrations involving soils and crops will be approved, planned and supervised by PSU employees serving on the APD planning committee. Only machinery and/or equipment owned and distributed by APD exhibitors will be permitted in the exhibit area.

Parking and Camping

Cars, trucks, and/or trailers are not to be parked on exhibitors' lots or in the exhibition area, unless they remain stationary and serve as part of the exhibit for the duration of the event. Cars and trucks may be used to service exhibit lots before 9:00 a.m. or after the end of the show day. Vehicles are to be parked in lots reserved for exhibitor parking. Exhibitors will not be permitted to operate service cars or trucks in the exhibition area during show hours. A separate parking area has been reserved for trucks and/or trailers that have transported exhibitor equipment and need to stay on-site for the duration of the show. This area is located south of the Horse Arena toward the mountain.

Parking of overnight campers is permitted at the Larson Agricultural Research Center. A designated area is provided on site for self-contained units. A registration form must be completed and a fee paid prior to occupancy. Space is limited and is on a first-come, first-serve basis. Open fires, controlled substances, alcoholic beverages, and firearms are prohibited on the grounds. Campers are not permitted on the show grounds after show hours.

Services Provided to Exhibitors -Security and Utilities

Nighttime police patrol will be provided beginning Monday, August 9, 2021 and will continue throughout the show dates. All exhibitors are expected to provide their own storage for all materials and small equipment requiring special security measures.

Water, wash stations, toilets, phone and photocopier are available on-site. Internet service is available for a small fee, accessible from all buildings and most outdoor areas on the site. Forklifts are provided free of charge to assist with set-up and tear down (first-come, first-served basis). Services to exhibitors beyond these described in the rules and regulations must be arranged in advance and may involve additional charges.

Electricity for indoor spaces is included in the application fee. Outdoor exhibitors may request electricity for an additional fee by checking the appropriate box on the application form. Exhibitors must provide the means of getting power to booth unit(s) from the entrance box (max. distance 150 yds.) An electrician will be available, only to assist with box hookups. Exhibitors will be responsible for additional charges for electrical supplies or damages. Exhibitors must not run electrical extension cords from their lot to a neighbor's lot. Utilities are underground and extreme caution is advised when digging or driving posts. Exhibitors must ask APD facility personnel for assistance before digging or driving tent stakes or posts on the grounds.

Machinery, equipment, products, and services provided are for educational purposes. Their presence does not imply endorsement nor recommendation by The Pennsylvania State University.

Please keep a copy of the completed Contract for your records and future reference.



PennState Extension

Penn State is committed to affirmative action, equal opportunity, and the diversity of its workplace.