



# Rules and Regulations (Terms and Conditions) - PA Timber Show, June 9 & 10, 2023

## Eligibility of Exhibitors

Any business, firm, or organization which manufactures or provides a product or service to the forest products industry may apply for exhibit space at Penn State's (PSU) PA Timber Show. PSU reserves the right to determine whether or not a potential exhibitor contributes to the educational event in accordance with the following objectives: to exhibit and demonstrate for the forest products industry; the machinery, equipment, supplies and materials with emphasis on showing improved methods in harvesting, handling, production, and utilization based upon latest research achievements; to provide for exhibiting appropriate products and services which contribute to the user safety, quality control, and sustainable practices; to showcase PSU departmental programs in the College of Agricultural Sciences, other PSU colleges, state and federal agencies which indicate accomplishments in forestry or agricultural science and technology.

## Contract For Exhibit Space

Potential exhibitors must complete this contract and return it with full payment for space assignment. 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 outside of 14 days before the event will receive a refund less a 25% handling fee. Cancellations received within 14 days before 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 on 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 program. All exhibitors and demonstrators must provide a Certificate of Insurance showing evidence of employers' liability, automobile liability, workers' compensation, and general liability insurance, with limits of not less than \$1 million for exhibitors and \$3 million for demonstrations and The Pennsylvania State University must be shown as an additional insured on the general liability insurance.

## 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 respectfully 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 Tuesday, June 6. Exhibitors assigned to one of the exhibit buildings cannot set-up until Wednesday, June 7. All exhibits must be in place by 8:00 a.m., Friday, June 9. No items shall be dismantled or removed from the exhibit area or the show grounds until after 3:00 p.m., Saturday, June 10. 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 all of the indoor exhibit buildings must be removed at the close of show Saturday evening.

\*SITE GPS/SHIPPING ADDRESS: PA TIMBER SHOW, 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 related to the forest products industry or for the betterment of the forest industries 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 PSU. 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 PSU or PA Timber Show. 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 PSU/ PA Timber show 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 exhibit free of litter. The abuse (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, the 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 PA Timber Show, 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 Timber Show Accepted Subcontractor List. 2) providing PSU with an insurance certificate from the subcontractor showing evidence of general liability, automobile liability, workers' compensation, and employers' liability insurance. "The Pennsylvania State University" must be shown as an additional insured under 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 they 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 animals must have 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 an apparel must be worn at all times. Exhibitor representatives will be responsible for explaining and practicing proper operation 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. Penn State reserves the right to evaluate disturbances and to require stoppage or removal. Demonstrations are limited to 10 minutes at the top and bottom of the hour only, to limit noise. 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 wood lot or field areas. All demonstrations will be approved, coordinated and supervised by Penn State personnel or designated committee members. Only machinery and/or equipment owned and distributed by PA Timber exhibitors will be permitted in the exhibit area. Company representatives are responsible for the safe operation of all machines and audience safety.

## 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 8:00 a.m. or after 4:00 p.m. and then 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, unless permission is granted in writing for a special event. A separate parking area has been reserved for trucks and/or trailers which have transported exhibitor supplies 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 or in the buildings after show hours.

## Services Provided to Exhibitors -Security and Utilities

Nighttime police patrol will be provided beginning June 9 and 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, if requested, is included with the application fee. Exhibitors must provide the means of getting power to their outdoor unit(s) from the entrance box (max. distance 150 yds.) An electrician will be available only to assist in box hookups. Exhibitors will be responsible for additional charge for any 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 the endorsement nor recommendations by The Pennsylvania State University or the Pennsylvania Forest Products Association.

\*\* 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.