

**Sorghum Wheat U Sponsor Contract, Conditions, Rules and Regulations:**

On behalf of \_\_\_\_\_ (“Sponsor”), I agree to abide by all rules and regulations outlined in the below agreement. I understand that direct email updates will be provided to sponsors containing the information necessary to participate at Sorghum Wheat U. The Sponsor is responsible for the information and any deadlines contained in communication and therefore required to meet all deadlines or may miss specific marketing or logistic opportunities. This contract is executed by Sponsor for the benefit of The High Plains Journal, Inc. and Sorghum Wheat U (hereinafter collectively “Show Management”) and hereby applies to the invoice for participation in Sorghum Wheat U to be held August 13, 2024 (hereinafter “Event”). The signing of this contract indicates agreement by the Sponsor to comply with the Event regulations, instructions and conditions of the contract published below with all the conditions under which facilities at the DoubleTree by Hilton Wichita Airport in Wichita, Kansas are provided to Show Management.

**Contract for Sponsorship**

Show Management has the right to approve or reject Sponsor Applications and to approve or reject all solution and product demonstrations, displays or promotions to be presented at Sorghum Wheat U. The Sponsor Application shall be considered a binding contract between the two parties and subject to the rules and regulations as set forth in this contract when it is submitted with full payment and accepted by Show Management. By submitting a Sponsor Application, the Sponsor releases Show Management from any and all claims or liabilities to Sponsor, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this Event.

Any Sponsor which would like to use function space at any of the Sorghum Wheat U contracted facilities must first obtain the prior written approval of Sorghum Wheat U for use of such space. Should the planned use or actual use of the function space be for goods and services outside the scope of those described or outside the character and purpose of the show, such Sponsors shall be deemed to have consented to the termination of its function space and waives all claims against Sorghum Wheat U.

**Cancellation**

In the event any Sponsor must cancel, the Sponsor must do so in writing via certified mail, return receipt requested to Show Management. Cancellation 120 days or more ahead of event results in a 50% refund. Cancellation between 120 days and 90 days prior to event will result in a 25% refund. Cancellation fewer than 90 days prior to event results in no refund.

**Restrictions**

Show Management reserves the right to restrict or prohibit displays which, because of noise, method of operation or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Event as a whole. Show Management may prohibit installation or request removal or discontinuance of any

display or promotion which, if continued, departs substantially from Sponsor's pre-approved design and description. In no event shall Show Management be liable to the Sponsor as a result of any restrictions, prohibitions or removal of any display or promotion of Sponsor.

All meetings or events, whether on-site at Sorghum Wheat U or off-site at a non-Sorghum Wheat U venue, are considered In Conjunction With (ICW) and must be approved by Show Management. Sponsor cannot schedule ICW events that directly compete with the Event schedule.

### **Liability and Insurance**

Sponsor remains solely responsible and shall assume all liability for any damage to property or the facility. Sponsor remains solely responsible for the safety of its property at all times during transit to and from the facility. Show Management, its directors, officers, employees, subcontractors, agents and representatives (hereinafter "Show Management Parties") shall not be responsible for Exhibitor's property or any loss thereto from any cause.

Sponsor hereby waives and releases any claim or demand it may have now or in the future against any of the show management parties for by reason of any damage to or loss of any of sponsor's property, including without limitation any damage or loss caused by the negligence or other act or omission of any of the show management parties or caused by any other sponsor at the showcase.

Sponsor agrees that it will indemnify and hold the Show Management Parties and Sorghum Wheat U harmless from and against all claims on account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of Sponsor or any of its agents, employees, subcontractors, guests, licensees or invitees. This indemnification by Sponsor is effective unless such injury was caused solely by the gross negligence or willful misconduct of any of the Show Management Parties. Sponsor agrees that if Show Management is made a party to any litigation commenced by or against Sponsor, or relating to this contract of the Event, then Sponsor will pay all costs and expenses, including reasonable attorney fees incurred by or imposed upon any of the show management parties by reason of such litigation.

Sponsors are required to maintain and provide a certificate of insurance evidencing the following:

1. General liability with limits not less than \$1M per occurrence, \$2M aggregate
2. Such additional insurance as may otherwise be required by High Plains Journal, LLC

High Plains Journal, LLC is to be listed as an additional insured on a primary and non-contributory basis with respect to general liability. Sponsors accept liability for any losses or damages for failure to carry appropriate coverage.

A waiver of subrogation must apply to all. Sponsor and Show Management each hereby releases the other and its respective its directors, officers, employees, subcontractors, agents and representatives, and every person claiming by, through or under either of them, from any and all liability or responsibility (to them or anyone claiming by, through or under them by way of subrogation or otherwise) for any loss or damage to any property (real or personal) caused by fire or any other insured peril covered by any insurance policies for the benefit of either party, even if such loss or damage shall have been caused by the fault or negligence of the other party, its employees or agents, or such other tenant or any employee or agent thereof.

All carriers are to maintain an A.M. Best rating of not less than A-VII.

**Certificates should be sent to: Andi Moravec, High Plains Journal, LLC ; Attn: Sorghum Wheat U, 8820 Ladue Rd., Suite 301, St. Louis, MO 63124 or [andi@wjinc.net](mailto:andi@wjinc.net)**

### **Souvenirs**

- A. Badge lanyards and badge holders may not be distributed as souvenirs to attendees. Show Management also reserves the right to remove, at Sponsor cost, any promotional material or product deemed by Show Management as not suitable for display at Sorghum Wheat U.
- B. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.
- C. Any special promotions, music or stunts planned for the Event, must be cleared with Show Management. Show Management reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.
- D. Drawings, game of chance and raffles may be allowed in the exhibit hall. Exhibitors must abide by all Kansas State Statutes regarding various drawings, games of chance and raffles.

### **Facility Rules & Regulations**

- A. Sponsors must abide by all of the facility rules and regulations of the DoubleTree by Hilton Wichita Airport. Contact Show Management to obtain a copy.
- B. All materials used in must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the DoubleTree by Hilton Wichita Airport and the Fire Marshall.
- C. No animals are permitted in the DoubleTree by Hilton Wichita Airport other than service animals.
- D. Any food or beverage giveaways or samples must be approved by Show

Management and DoubleTree by Hilton Wichita Airport. If approved, food and beverage must be ordered directly through the DoubleTree by Hilton Wichita Airport.

**ADA**

All Sponsors shall be responsible for compliance with the Americans with Disabilities Act. The Sponsor shall hold Show Management and its directors, officers, employees, subcontractors, agents and representatives harmless from any consequences of Sponsor’s failure in this regard. For more information on the Americans with Disabilities Act and how to make your display accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division  
Disability Rights Section – NYAV950 Pennsylvania Avenue, NW  
Washington, D.C. 20530  
Phone: 800.514.0301 (voice) / 800.514.0383 (TTY)  
Web site: [ww.usdoj.gov/crt/ada/adahom1.htm](http://ww.usdoj.gov/crt/ada/adahom1.htm)

**Performance of Music and Licenses**

Displays that include the operation of musical equipment, radios, sound motion picture equipment, public address systems or any noisemaking machines must be operated so that the resulting noise will not annoy or disturb other participants and must be approved by Show Management.

Sponsors are responsible for individual ASCAP/BMI music licensing fees if applicable. Sponsors hereby represent that they have, or shall have by the time of the event, obtained all required licenses for the live or recorded performance of music. Sponsors shall indemnify and hold harmless Show Management, its directors, officers, employees, subcontractors, agents and representatives from and against all claims, costs (including reasonable attorney’s fees), expenses and liabilities arising from breach of the foregoing representations.

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Authorized Sponsor Representative  
Signature

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Print Name

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Date