



Nutrien (“the Exhibitor”) owns Seed Survivor which are a **curriculum-based** interactive displays that encourages children in grades 1 through 6 to master the elements that plants need to grow (“the Display”). The Displays features multi-media and virtual reality games. Seed Survivor was designed to **teach youth that plants need water, light, healthy soil and nutrients to survive.**

**Please read the below requirements. By accepting these terms and conditions your organization (“the Host Organization”) agrees to meet the following:**

**1. Venue Requirements:**

Display	Indoor Venue Requirements	Outdoor Venue Requirements
<b>Seed Survivor Exhibit</b>	35’ x 35’ floor space Electrical service dropped from ceiling (six 1500 watt circuits required) Hanging sign installation by venue Loading dock 2 days installation time	35’ x 35’ for location of display Fully enclosed tent with electrical service dropped from ceiling (six 1500 watt circuits required) Plywood or composite subfloor that guarantees exhibit from water damage Hanging sign installation by venue 2 days installation time
<b>Seed Survivor Mobile</b>	60’ x 30’ parking space - easy access 40’ x 30’ trailer space - truck can be unhooked and re-located Electrical service - RV outlet 110 volt/30 amps - generator is not recommended for indoor use Level flooring	60’ x 30’ parking space - easy access 40’ x 30’ trailer space - truck can be unhooked and re-located Electrical service - RV outlet 120 volt is the first preference - Alternatively, the trailer has a generator that last 6-8 hours per tank Level surface No overhanging power lines
<b>Seed Survivor Community Display</b> – must have a local Nutrien Ag Solutions or Nutrien employee representative involved	10’ x 12’ floor space Electrical service (six 1500 watt circuits required)	10’ x 12’ for location of display Tent with electrical service dropped from ceiling (six 1500 watt circuits required) Plywood or composite subfloor that guarantees exhibit from water damage

**2. Termination**

Either party may terminate this Agreement at any time, with or without cause, by giving written notice to the other party received within thirty (30) days prior to the Event Date. Paragraphs 7 and 8 shall survive any termination of this Agreement.

In no event shall Host Organization be entitled to any consequential damages, loss of anticipated profits or any other damage claim in the event of a termination by Exhibitor.

### **3. Fees**

The Exhibitor will cover all costs for transporting, installing, manning, and removing the Display. The Exhibitor will not charge the Host Organization for the Display.

The Host Organization will provide the venue space and Display requirements to the Exhibitor at no charge.

### **4. Display Workers**

The Host Organization may recruit and coordinate local volunteers and/or paid staff to run the Display, or recommend to the Exhibitor a local coordinator, who is known to the Host Organization as being responsible and efficient.

The Exhibit display requires four people during all show hours and Seed Survivor Mobile Classroom and the Community Display requires two people during all show hours. Workers assist in enhancing the learning experience of visitors; being ambassadors for Nutrien; answering basic questions about plants and nutrients; helping children with game logistics and/or controls; keeping order in the Display; wiping down counters when needed; familiarizing the next shift of volunteers with the Display and keeping the experience fun! Pacific Group Displays will provide training to the workers.

### **5. Insurance**

Unless otherwise stipulated the Host Organization shall, for the duration of this Agreement and the warranty periods set forth in this Agreement provide, maintain and pay for the following insurance protecting itself, its subcontractors, agents, officers, directors and employees, against liability for claims for death or personal injury to persons or loss of or damage to the property of others:

- (a) Commercial general liability insurance against liability which may arise out of the operations of the Host Organization, its subcontractors, agents or employees under this Agreement. This insurance shall be in an adequate amount acceptable to Exhibitor with a minimum limit of USD \$1,000,000.00 for any one accident or occurrence. Exhibitor shall be included as an additional insured with respect to the operations of the named insured.
- (b) The requirements for insurance in the amounts and for the coverage stated in this Section is not and shall not be construed as being a representation by Exhibitor that the insurance aforesaid is adequate or as limiting the liability of the Host Organization to Exhibitor under this Agreement. The Host Organization must obtain insurance in such greater amounts and for such greater coverage as it deems prudent itself under this Agreement.

### **6. Safety**

Host Organization shall be responsible and accountable for safety related to all aspects of the event. Host Organization shall obtain all health, fire and other relevant safety regulations, work practices and procedures prescribed by law together with all policies made known by Exhibitor to Host Organization from time to time and shall ensure that its employees and all exhibitors are notified of, understand, and abide by said regulations, practices, procedures and policies at all times. If Host Organization fails to remedy any breach or to comply with any safety regulations, work practices and procedures after receipt of written notice and/or to provide a safe environment at the event, Exhibitor may, in addition to any other remedies provided in this Agreement, terminate without penalty this Agreement with immediate effect.

At any reasonable time and upon reasonably notice, Exhibitor may inspect the venue to ascertain compliance by Host Organization with safety requirements of this Agreement. However, neither the existence nor exercise of such right shall relieve Host Organization of its responsibility for monitoring compliance by Host Organization and subcontractors with safety requirements of this Agreement and for fulfilling its other obligations thereunder with respect to safety.

Unless otherwise agreed, Host Organization shall provide, at no cost to Exhibitor, all required personal protective equipment and other equipment required for the safe performance of the event.

#### **7. Indemnification**

Host Organization shall indemnify and hold harmless Exhibitor, Exhibitor's affiliates and their respective officers, directors and employees from any claims, losses, damages, injuries, or liabilities arising from Host Organization's performance, including the performance of Host Organization's employees, assistants, or assigns, during the duration of the event contracted for herein.

#### **8. Limitation of Liability**

Exhibitor shall not be liable to Host Organization for any consequential damages, indirect damages, exemplary damages, incidental damages, punitive damages, special damages, damages not reasonably foreseeable in nature or any other similar damages which may arise out of or in connection with the event.