

Wisconsin Spudmobile Exhibitor's Agreement

1. The Requesting Organization's contact person must satisfactorily complete the Wisconsin Spudmobile Event Registration form. The contact person acknowledges that the contact person represents the Requesting Organization, and that the contact person has the authority to bind the Requesting Organization to the rules and terms of this Exhibitors Agreement.
2. **Location Ideas:** the Spudmobile makes appearances at large-scale festivals and parades throughout the great state of Wisconsin, and the Midwest. Please call us for availability. The Spudmobile also makes appearances at schools, museums, retail locations, public areas, restaurants, and special events.
3. **Geographic Limitations:** The Spudmobile is available throughout the state of Wisconsin and the Midwest. Call 1-715-623-7683 to discuss appearances outside of the north central Midwestern states. WPVGA takes pride in conserving fuel and natural resources. In efforts to efficiently plan the Spudmobile's travels in an environmentally-friendly manner, the Wisconsin Potato and Vegetable Growers Association (WPVGA) appreciates your flexibility in scheduling.
4. Children must be under adult supervision at all times. Do not allow children/students to enter the Spudmobile if an adult is not present.
5. Shoes and shirts must be worn inside the Spudmobile at all times. Be mindful of wet and/or excessively muddy footwear.
6. No food or drink shall be consumed inside of the Spudmobile.
7. Be respectful and follow the instruction of the Spudmobile staff.
8. Do not allow children to play in or around the driver area, including: the seat, gauges, steering wheel, climate controls, levers, buttons, or other vehicle features.
9. The Spudmobile is for all ages. Use appropriate language in and around the unit.
10. Additional adult volunteers from the Requesting Organization are welcome and encouraged for groups of 20 children or larger.
11. WPVGA and the Spudmobile staff will make every effort to accommodate appearance requests. Due to the high number of requests, accommodating every event may be difficult during certain times of the year. If possible, please consider alternative dates for the Spudmobile to visit, so that the WPVGA may accommodate as many requests as possible.
12. Spudmobile appearance requests are reviewed and scheduled on a first-come, first-served basis. WPVGA will only accept requests for no more than one year,

and no less than 60 days, prior to your desired date. However, bookings may be approved less than 60 days prior to the event pending availability of the Spudmobile.

13. When the Requesting Organization is a public retail venue, such as a grocery store or restaurant, the venue must publicly pre-promote the Spudmobile's appearance. Acceptable mediums include, radio, television, posters, newspapers, and social media including Facebook, Twitter, LinkedIn, Instagram, and others. Please contact WPVGA at 715-623-7683 for details, suggestions, and approval of all advertising material related to the Spudmobile. Pre-approved materials are available upon request.
14. **Advertising and Logos:** Upon request, the WPVGA will provide the Requesting Organization with Spudmobile logos and information to be used for promotional purposes. However, all advertising and promotional material that includes the Spudmobile name, logo, or likeness must be approved by WPVGA prior to the use of that material. Please call 1-715-623-7683 or email wpvga@wisconsinpotatoes.com".
15. The Requesting Organization's venue must be able to accommodate the following specs and clearance requirements to safely exhibit the fully extended Spudmobile at the Requesting Organization's location:
 - a. Minimum space requirement: 30' by 40'
 - b. Clearance: 14'
 - c. Interior height (floor to ceiling) 7'
16. **Parking Requirements:** The Spudmobile requires a flat parking area, free of: debris, snow, ice, tripping, or other stationery hazards. It is acceptable for the Spudmobile to park on grass or open field as long as the grass is trimmed to a length of 6 inches, or less, or a reasonable length, and is free of sharp or damaging brush.
17. **Electricity:** The Spudmobile requires a standard 110 grounded electric receptacle within 100 feet of the Spudmobile unit. If electric service is not available, please contact WPVGA at 1-715-623-7683 to discuss alternative power sources.
18. The Spudmobile is equipped with an ADA compliant wheelchair lift.
19. **Decorations and Banners:** The WPVGA does not allow any banners, decorations, or any sort of tape or adhesives to be placed anywhere on the Spudmobile without prior approval.
20. **Security:** The WPVGA, its Grower members or any of the Grower's other entities, its Associate members, and the agents, employees, and/or representatives of any

of those groups, and the Spudmobile staff, and WPVGA Spudmobile volunteers (all of whom shall now be collectively referred to as “Spudmobile Non-Related Parties”) are not responsible for lost or stolen items.

21. **Force Majeure:** “Spudmobile Non-Related Parties” shall not be liable for any failure of or delay in the performance of this Agreement when such failure or delay is due to causes beyond its reasonable control, including but not limited to, acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. The Spudmobile staff reserves the right to cancel or reschedule appearances due to inclement weather, unsafe driving conditions, or if venue is deemed unsafe or potentially damaging to the Spudmobile unit.
22. The Requesting Organization and the WPVGA agree that any action related to this contract in any way, including tort or negligence, will be governed by the laws of the State of Wisconsin. And the validity, construction and enforcement of this agreement are governed by the laws of Wisconsin.
23. The Requesting Organization and the WPVGA agree that the venue for any legal action under this contract, or any circumstances related to this contract, including tort or negligence, will be the Circuit Court of Langlade County, Wisconsin, or another Wisconsin Circuit Court.
24. Consideration is the promises and/or performances to be made by the Requesting Organization and the WPVGA in this agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged by the Requesting Organization and the WPVGA.
25. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
26. The waiver by the WPVGA or Spudmobile staff of a breach of any provision of this Agreement by Requesting Organization, or a person touring the Spudmobile, will not operate or be construed as a waiver of any other subsequent breach by the Requesting Organization.