Box 5:

(a) MANAGEMENT - The word "management" refers to the New York Farm Show, Inc., its owners, employees, or agents acting on its behalf in the management of the exhibit.

(b) ELIGIBILITY - Management has the right to determine the eligibility of any company or product for inclusion in the exhibit.

(c) COMPLIANCE WITH RULES AND REGULATIONS - Exhibitor agrees to comply with all laws, ordinances, rules, regulations, and contract provisions that are applicable to use of the Exhibit Space, including, but not limited to the rules and regulations adopted by Management.

(d) COMPLIANCE WITH THE A.D.A. - Management does not discriminate on the basis of disability in the admission or access to the New York Farm Show. Scott Grigor - 315-457-8285 has been designated to coordinate compliance with the requirements contained in the Americans with Disabilities Act (A.D.A.). It is the responsibility of the Exhibitor to ensure that its exhibits(s) are accessible and comply with the A.D.A.

5. INSTALLATION OF EXHIBITS

(a) PRICE OF SPACE - Includes space, draping, one 110 volt, 500 watt, duplex outlet, carpeted aisles (color coordinated with draping), aisle cleaning service, forklift truck service, and an unlimited supply of admission tickets for customers and prospects.

(b) ADDITIONAL EXHIBIT FURNISHINGS AND SERVICES - Additional decorations, furniture, floor coverings, fixtures, and exhibit accessories may be provided by the Exhibitor or may be rented from Management, if available, at rates established by Management. Exhibit materials _______ ______

(c) INSTALLATION AND DISMANTLING - Installation of exhibits will begin at 8:00 A.M. Tuesday before the show opens and must be completed by 8:00 A.M. on the opening day of the show. Exhibitor will be provided a move-in time approximately two weeks prior to the show. Exhibitor will not be allowed to remove his exhibit or any essential part of it before 4:00 P.M. on the last show day. The hours for dismantling and removing exhibits are between 4:00 P.M. and 10:00 P.M. on the day the show closes.

(d) LAVOR - Installation and dismantling of exhibits must be done by Exhibitors' personnel.

6. USE OF SPACE

(a) MANAGEMENT AUTHORITY - Management reserves the right to require, eject, or prohibit any exhibit in whole or in part, or, Exhibitor, or his representatives, with or without cause. If Management gives Exhibitor a reason for such action, Exhibitor will have no rights to a refund or any other damages or remedies. In all other cases, Exhibitor’s sole remedy will be a refund of the unearned portion of any rental period to Exhibitor by Management under this Contract.

(b) SOLICITING AND COSTUMES - All demonstrations or other promotional activities must be confined to the Exhibit Space. Sufficient space must be provided in the Exhibit Space to contain persons watching demonstrations and other activities. Exhibitor is responsible for keeping the area free of congestion due to his activities. Exhibitor’s representatives wearing distinctive costumes or uniforms, or carrying banners or signs separately or as a part of their apparel shall not work in the Exhibit Space. Exhibit’s representatives may not appear in clothing that the Management deems excessively revealing.

(c) DISTRIBUTION OF SAMPLES AND SOUVENIRS - Samples, souvenirs, publications, etc. may be distributed by Exhibitor only from within the Exhibitor’s Exhibit Space, in compliance with the rules and regulations adopted by Management.

(d) NOISE, ODORS, SIGNS - Excessively noisy or offensive displays will not be permitted during the open hours of the exhibit, nor will excessively noisy advertising displays, objectional odors or offensive illuminations of signs or displays be allowed in connection with the Exhibit Space.

(e) CONTESTS - Management shall be informed in advance of games and prize drawings planned for in-exhibit operation.

(f) SUBLETTING - Exhibitor may not assign or sublet this Contract, or permit others to use the Exhibit Space, without the knowledge and consent of Management, which may be withheld in its sole discretion.

(g) EXHIBIT DESCRIPTION - Exhibitor will be required to submit, in advance a brief description of this exhibit.

7. LIABILITY

(a) CARE OF THE BUILDING - Exhibitor is liable for any damage caused to the building, standard exhibit equipment, or the property of others, by him, his agents, employees, or invitees.

(b) CANCELLATION - NO SHOW/UNABLE TO ATTEND - All payments made to Management are non-refundable upon receipt.

(c) LIABILITY - Exhibitor agrees that Management shall have the right to relocate Exhibitor to comparable spaces other than those specified by the Exhibitor. Management shall have no liability to Exhibitor if Management postpones or cancels the New York Farm Show because of Acts of God, accident, fire, weather, or interruptions of whatever nature beyond the reasonable control of Management.

(d) LIABILITY - Exhibitor agrees that Management shall not be responsible for any loss, damage, bodily injury, sickness, mental anguish or death that may occur to the Exhibitor or his employees, representatives, agents, or invitees to his property, from any cause whatsoever and the Exhibitor agrees to defend, indemnify, and hold harmless the Management, its employees, officers, directors, and agents, from all loss, liability, expense and penalty, including attorney’s fees, on account of personal injury or damage to property sustained by the Exhibitor or by any person or persons arising out of, during, or in connection with this Contract for the New York Farm Show, except to the extent such injury or damage is due to the gross negligence or willful misconduct of Management, its employees, officers, directors, agents, or any other person. Exhibitor must submit to Management, at least two weeks prior to the show, a certificate of liability insurance. Such certificate shall name Management as an additional insured, provide evidence of coverage in an amount not less than one million dollars ($1,000,000) for injury to or death of any number of persons arising out of any one occurrence and not less than one million dollars ($1,000,000) for property damage arising out of any one occurrence or one million dollars ($1,000,000) combined single limit and state that the policy cannot be cancelled or changed upon less than 10 days prior written notice to Management.

(d) AMENDMENTS - Any matters not specifically covered by the preceding terms and conditions of this Contract shall be subject solely to the discretion of Management. These terms and conditions may be amended at any time by Management, provided that amendments shall not substantially diminish the rights or impose the liability of the Exhibitors: No other amendment will be binding on Management without its express written consent. This contract contains the entire agreement of the parties with respect to the subject matter contained herein and supersedes any previous agreements, understandings or communications.

(e) CHOICE OF LAW/ARBITRATION - Any and all legal action related to this Contract shall be governed by New York law without application of the choice of law rules or provisions thereof.

---

27

Trade Show Schedule

5 MONTHS PRIOR TO THE SHOW

Select space

Mail contract and deposit

Perform a market analysis

Choose a theme, set objectives, develop the message outline

Consider competitive offerings and decide on booth strategy

Incorporate all department heads in planning

Commit the show plan to writing

Consult with agency or display builder

Establish a realistic show budget

Preliminary booth staffing

Make preliminary travel plans, flights and hotel

Check the rules of the show against the show plan

---

4 MONTHS PRIOR TO THE SHOW

Finalize booth design/submit for approval if necessary

Check collateral materials - reorder, if required

(Ship to office, not show site)

Order all supplies and equipment needed for booth

---

3 MONTHS PRIOR TO SHOW

Send in requested show forms

Check exhibitors’ kit for forms to cover equipment, carpet, furniture, plants, electricity

Arrange for the shipment of all:

- Literature
- Samples
- Give-a-ways
- Exhibit materials

- Press release
- Marketing, mailings, trade press advertising, press kit

Prepare press releases

---

1 MONTH PRIOR TO THE SHOW

Pre-erect your display

Reconfirm hotel/flights

Schedule a training session

Check booth supplies

Prepare traveler’s book

Recheck shipping arrangements

Confirm exhibitors’ service kit for shipping dates

Erect the exhibit on the first day of the show