

Terms and Conditions

1. GENERAL

(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 Exhibition Space, including, but not limited to the rules and regulations adopted from time to time 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 - 315-457-8205 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 exhibit(s) are accessible and comply with the A.D.A.

2. EXHIBITION SPACE

Management hereby permits Exhibitor to use and occupy the exhibition space at the New York State Fairgrounds (the "Building") described in the "Spaces Assigned" section on the front side of this Contract or such comparable space as Management reasonably may substitute therefore (The "Exhibition Space"), for and during the New York Farm Show on Show days. Only new equipment may be displayed.

3. RENT AND PAYMENT

Exhibitor agrees to pay Management as rental for the Exhibition Space the amount as referenced on the front page of this Contract. Exhibitor shall not be entitled to use the Exhibition Space until the rental is paid in full. Management may terminate this Contract by giving verbal or written notice to Exhibitor if rental is not paid in full by ten (10) days before show start date.

4. HOURS AND ADMISSION

(a) **SHOW HOURS** - The exhibit will be open to visitors from 8:30 A.M. to 4:00 P.M. on all days of the show and Exhibitor will staff the Exhibition Space with at least one representative during such times.

(b) **ATTENDANCE** - Management shall have the sole control over admission policies. All persons visiting the exhibit area, including exhibitor representatives, will be required to register.

(c) **ADMITTANCE DURING NON-SHOW HOURS** - Without permission from Management, representatives of Exhibitor will not be permitted in the exhibit area between 5:00 P.M. and 7:30 A.M. on show days.

5. INSTALLATION OF EXHIBITS

(a) **PRICE OF SPACE** - Includes spaces, 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. Indicate below if you have additional needs; _____

(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. Exhibitor shall be liable for all storage and handling charges resulting from leaving material in the Building or on the fairgrounds premises after 10:00 P.M. on the day the show closes.

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

6. USE OF SPACE

(a) **MANAGEMENT AUTHORITY** - Management reserves the right to reject, 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 not have any 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 Management by Exhibitor under this Contract.

(b) **SOLICITING AND COSTUMES** - All demonstrations or other promotional activities must be confined to the Exhibition Space. Sufficient space must be provided within the Exhibition Space to contain persons watching demonstrations and other activities. Exhibitor is responsible for keeping the aisle near his Exhibition Space 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 other than the Exhibition Space. Exhibitor'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 Exhibition Space.

(d) **NOISE, ODORS, SIGNS** - Excessively noisy or obstructive work will not be permitted during the open hours of the exhibit, nor will excessively noisy operating displays, objectional odors or offensive illuminations of signs or displays be allowed in connection with the Exhibition 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 nor 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 nonre-fundable upon receipt. Management has 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, fires, weather, or interruptions of whatever nature beyond the reasonable control of Management.

(c) **LIABILITY** - Exhibitor agrees that Management shall not be responsible for any loss, damage, or 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 forever 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 shall be subject solely to the decision of Management. These terms and conditions may be amended at any time by Management, provided that amendments shall not substantially diminish the rights or increase the liability of the Exhibitor. 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/VENUE** - 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.