

### **EXHIBIT CONTRACTS**

**Deadlines:** See front of contract. Exhibit space will be assigned following the contract deadline.

**Over-the-Counter Sales/Prizes:** Over the counter sales will be allowed by exhibitors where the principle part of the exhibit pertains to agriculture and farm machinery displays. Sale items which can be hand carried, that are necessary and usable in agriculture connected with their exhibit, or promotional items that are associated with their exhibit or industry associations will be allowed when, a list of sale items have been submitted to the Lessor by the Lessee for approval. Sale items with lewd expressions are not allowed. Continuous sales pitches, or use of microphones that disturb neighboring exhibitors will not be allowed. The sale of alcoholic beverages & carnival-type novelties are strictly prohibited.

Any vendor displaying taxable goods for sale or selling taxable goods or services at a show in NYS is required to be registered w/NYS and supply a Certificate of Authority.

**Show Rates:** The show rates for 2010 are listed on front.

**Refunds:** In the event that an exhibitor must cancel their contract they must do so, in writing prior to July 15, 2010, and will be entitled to a 75% refund. EMPIRE FARM DAYS management reserves the right to cancel any contract if payment in full is not received by May 1, 2010, with any later payments accepted by management subject to a 5% per month late charge.

**Electrical Service:** Management will arrange for electrical service by New York State Gas and Electric. It will be standard one-phase electrical service. Management reserves the right to limit number of outlets or assess additional outlet charge. Exhibitors must order, in advance, electrical service required.

**Storage:** All equipment, foundations, structures and such must be removed from the exhibit lot by August 21, 2010 unless prior, written arrangements are made with RODMAN LOTT & SON FARMS, INC. Anything left on the site contrary to this rule will be moved at the Lessee's expense. The Lessor will not be held responsible for any such action.

### **SAFETY**

Exhibitors must assure the safety of their exhibits and demonstration equipment and conform to all federal, state and municipal safety and fire laws, ordinances and regulations. The EMPIRE FARM DAYS Safety Committee has the right, but not the obligation, to review exhibitor's activities and require any changes necessary to assure public safety, although exhibitor's in all instances will be solely liable for the safety of their exhibits and demonstrations.

### **TRAFFIC**

NO MOVING TRAFFIC WILL BE ALLOWED IN EXHIBIT AREA DURING SHOW HOURS. Exhibitors not complying risk immediate cancellation of contract (except food delivery or other management vehicle needs)

**Vehicles:** Small powered land vehicles will **NOT** be allowed to run in the exhibit area (except on exhibitors own lot) without management approval. Please contact the show office for information on applying for a permit.

NO traffic will be allowed in exhibit area during show hours- NO PARKING of vehicles in exhibit area. NO parking of cars or trucks on exhibit site unless they are an active part of the exhibit. Special exhibitor parking lots will be available.

### **PERMITS**

**Food:** All dispensers of food must acquire a health permit from the Seneca County Health Department, 31 Thurber Drive, Waterloo, NY 13165 (315) 539-1920.

**Livestock:** All livestock exhibitors must comply with the New York State Health regulations, and provide a certificate of veterinary inspection.

### **SHOW HOURS**

The exhibit area will be open to visitors: Tues. 9 am-5 pm, Wed. 9 am-5 pm, and Thurs. 9 am-4 pm. Exhibits must be set-up by 8 am Tues., Aug. 10. Exhibits and equipment cannot be removed prior to 4 pm on Thursday, Aug. 12. All exhibits must be ready and manned during show hours.

### **SPACE USE**

Management reserves the right of final approval or disapproval of all exhibits and activities connected with show. In case of dispute management's decision is final.

**Subletting:** Subletting is not allowed. Space is to be used by the Lessee for the purpose shown on the contract.

**Used Equipment:** This show is designed to feature new equipment. Displays of used equipment will not be allowed.

**Contests:** Exhibitors must inform management in advance of any games or prize drawings planned for their exhibit area.

**Tents:** Exhibitors who wish to rent tents must make their own arrangements with tent companies approved by Empire Farm Days. Placement of tents is subject to management approval.

**Overnights:** Due to the high cost of equipment on display and the size of grounds exhibitors may want to take additional precautions and have their own watchman on the lot overnight. All overnight exhibitors should register with Headquarters.

**Cleanliness:** Lessees are responsible for the cleanliness of their exhibits during the show. Lessees must leave their exhibit area free of literature or garbage upon tear down. Garbage cans will be provided. However, removal of large amounts of material is the responsibility of the Lessee. If the Lessee fails to handle, it will be handled by management at the Lessee's expense.

**Distribution:** Lessees will not be permitted to distribute any printed matter on grounds or to affix same to any area except that designated in the space contract as their exhibit area. No solicitation will be permitted except from within a Lessee's contracted space.

### **LIABILITY**

The undersigned exhibitor hereby indemnifies and saves harmless the EMPIRE STATE POTATO GROWERS, INC., Rodman Lott & Son Farms, and their directors, officers and employees, from any and all liability, claims, damages and personal injury of any kind whatsoever resulting from incidents occurring within the exhibit space leased by exhibitor or caused by exhibitor's activities or by equipment or machinery owned or used by exhibitor in connection with its exhibit, including without limitation any tents, electrical service, farm machinery and demonstrations, except to the extent the same is caused by the gross negligence of the indemnified party. The undersigned exhibitor will pay all costs and legal expenses of indemnified party in defending any claim subject to this indemnity.

**Insurance:** Each exhibitor must provide a valid certificate of insurance (General Liability \$500,000 Min) with Empire Farm Days listed as the Additional Insured by May 1, 2010.