



# EXHIBITORS CONTRACT

## 2010 EMPIRE STATE FRUIT AND VEGETABLE EXPO & FARMERS' DIRECT MARKETING CONFERENCE

**JANUARY 26-27, 2010**  
**TUESDAY 8AM-6PM • WEDNESDAY 8AM-4PM**  
**Oncenter Convention Center, Syracuse**

Brought to you by The New York State Vegetable Growers Association, Empire State Potato Growers, New York State Berry Growers Association, New York State Horticultural Society, New York State Farmers' Direct Marketing Association, Cornell University and Cornell Cooperative Extension  
 Managed by the Trade Show Division of Lee Newspapers, Inc.

Show Manager: Ken Maring 1-800-218-5586 or 518-673-2445 • Fax 518-673-3245 • www.leetradeshow.com • e-mail kmaring@leepub.com

10' X 10' BOOTHS	
<b>1 Booth- \$599. Ea. 2 or More Booths- \$550. Ea.</b>	
1st Choice _____	2nd Choice _____
3rd Choice _____	
Total # of Bths: _____	
Total Due: _____ x 50% Deposit= _____	
Balance Due: _____	

EQUIPMENT SPACE	
400 - 999 .....	Square Feet = \$3.00 / Sq. Ft.
1000 - up .....	Square Feet = \$2.50 / Sq. Ft.
(w) _____	x (l) _____ = _____ sq. ft.
sq. ft. _____	x rate _____ = Total Due _____
Total Due: _____ x 50% Deposit= _____ Balance Due: _____	
Area Requested: _____	

We agree to occupy and pay for the above exhibit space. We understand that the contract is not valid without the required deposit. The balance is due in full on or before January 6, 2010. Make all checks payable to the "NYS Vegetable Growers Association, Inc." with Empire Expo in memo line (US funds only). See back of contract for cancellation and other trade show policies. No Exhibit will be allowed to set up unless paid in full.

It is understood and agreed that booth assignments will be made upon date of receipt of application and deposit, on a first come/first serve basis. Every reasonable attempt will be made to assign your desired space; however, if all your requested spaces are occupied, you will be assigned the best available space in the opinion of the management.

**Show management will provide an 10' backdrop, 30" side curtains, two (2) chairs, one (1) 8' draped table and a wastebasket for each 10x10 exhibit. Floor spaces include two (2) chairs, one (1) 8' draped table and a wastebasket but do not include side curtains or backdrops. Floor is carpeted. 110 Electricity will be available through the Oncenter, form included in exhibitor kit.**

\_\_\_\_\_ Our certificate of insurance is enclosed (naming New York State Vegetable Growers Association as "Additional Insured"). Deadline for receipt of certificate is 1/8/10.

**PLEASE READ THE REVERSE SIDE OF THIS CONTRACT BEFORE SIGNING**

In signing this agreement, we agree to conform with the terms, conditions, and covenants contained in this application and contract for exhibit space. We agree to meet all deadlines and abide by policies set by the show management.

Exhibiting Co. \_\_\_\_\_ Person in Charge of Display \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax Number \_\_\_\_\_

email: \_\_\_\_\_ web site: \_\_\_\_\_

**CREDIT CARD NUMBER:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_ **Name on Card** \_\_\_\_\_

Please completely fill out, SIGN AND RETURN THE WHITE COPY to our office, RETAIN THE YELLOW COPY for your files

**MAKE CHECK PAYABLE TO: The New York State Vegetable Growers Association, Inc**  
**and MAIL WITH CONTRACT TO: NYS VEGETABLE GROWERS ASSOCIATION, INC**  
**PO BOX 70, KIRKVILLE, NY 13082 OR FAX TO: 315-687-5734**

All efforts will be made to accommodate your request for exhibit location, however the show management reserves the right to arrange the show in the overall best interest of the show. If we need to change your desired location for any reason, we will notify you immediately.

# 2010 EMPIRE STATE FRUIT AND VEGETABLE EXPO

## EXHIBITOR TERMS AND CONDITIONS

### GENERAL

1. CONFERENCE MANAGEMENT - The word "Management" as used herein shall mean New York State Vegetables Growers Association, Inc. or its officers or committees or agents or employees acting for them, in the management of the conference.

2. ELIGIBLE EXHIBITS - The management reserves the right to determine the eligibility of any company or product for inclusion in the Conference.

### HOURS & ADMISSION

1. SHOW HOURS - The exhibit area will be open to the visitors from 8:00 am to 6:30 pm or as designated on all days of the show.

2. ATTENDANCE - Management shall have the sole control over admission policies. All persons visiting the exhibit area, including exhibitor representatives, will be required to register for the conference and wear a nametag. All trade show booths must be staffed.

3. ADMITTANCE DURING NON-SHOW HOURS - Without permission from management, exhibit representatives will not be permitted in the exhibit area between 6:00 p.m. and 7:00 a.m. on show days.

### INSTALLATION OF EXHIBITS:

1. PAYMENT-COST OF SPACE - Inside space will be sold as 10'x10', see front for full details. Open floor space sold by sq. ft. A deposit is due with contract as per conditions on front. All exhibitors must be paid in full as per conditions on front before set up will be allowed.

2. DECORATOR - The show has retained one firm to serve as the exhibit decorator. Because of set-up schedules and possible bonding requirements, management requests that all exhibitors use the services of the appointed decorator. Additional decorations, furniture, floor coverings, fixtures and exhibit accessories (other than those provided by management) may be ordered through the decorator.

3. INSTALLATION AND DISMANTLING - Installation of booth exhibits will be from 12:00 pm to 8:00 pm on Monday, January 25, 2010. The trade show area will reopen by 7:00 am on Tuesday, January 26, 2010. Exhibits must be completed by 8:00 am on the January 26, 2010. **Exhibitors with larger equipment can move in as early as 9:00 am with prior notification.** No exhibitor will be allowed to remove his exhibit or any essential part of it before 4:00 pm on the last Conference day. The hours for dismantling and removing the exhibits are 4:00 pm to 7:00 pm. Exhibitors shall be liable for all storage and handling charges resulting from leaving material in the exhibit area after 7:00 pm on the day the Conference closes.

4. LABOR - Installation and dismantling of exhibits must be done by exhibitors' personnel.

### USE OF SPACE

1. 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 giving cause. If cause is not given, liability shall not exceed the return to exhibitor of amount of rental unearned at the time of the rejection. If an exhibit or exhibitor is ejected for violation of these rules or for other stated reasons, no return need be made.

2. SOLICITING AND COSTUMES - All demonstrations or other promotional activities are confined to the limits of each exhibit. Sufficient space must be provided within the exhibit to contain persons watching the demonstrations and other activities. Each exhibitor is responsible for keeping the aisles near his exhibit free of congestion due to his activities. Exhibitors' 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 their own exhibit space.

3. DISTRIBUTION OF SAMPLES AND SOUVENIRS - Samples, souvenirs, publications, etc., may be distributed by the exhibitor only from within his exhibit and are also subject to regulations of the site owner and municipality.

4. NOISE, ODORS, SIGNS - Excessively noisy or obstructive work will not be permitted during open hours of the exhibit, nor will excessively noisy operating displays, nor exhibits producing objectionable odors, nor offensive illuminations of signs.

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

6. FLAMMABLE MATERIALS - No flammable fluids, substances or materials of any nature, including decorative materials of any nature, including decorative materials, prohibited by National, State or City Fire Regulations, may be used in any booth.

7. SAFETY DEVICES - Exhibitor agrees to accept full responsibility for compliance with National, State and City regulations in the provision and maintenance of adequate safety devices and conditions for the operation of equipment.

8. SUBLETTING - Exhibitor may not assign nor sublet his contract, or permit others to use his contracted exhibit space, without the knowledge and consent of management.

9. EXHIBIT DESCRIPTION - Each exhibitor will be required to submit in advance a brief description of his company's services.

### LIABILITY AND CANCELLATIONS

1. CARE OF BUILDING - Exhibitor is liable for any damage caused to the building, standard exhibit equipment or other exhibitors' property, by him, his agents or employees. Exhibitor must submit to management by the date specified on the first page of this contract a certificate of liability insurance.

2. CANCELLATION - Space cancelled after confirmation of assignment has been made by management will cost the exhibitor 50% of the exhibitor's total contract obligation. Cancellations must be made in writing to the management. After 1/6/10, exhibitor will relinquish 100% of contract obligation and booth space. Any exhibitor not appearing for the conference by 9 a.m. on first conference day relinquishes 100% of his contract obligation and booth space. Management has the right to relocate exhibitors to comparable spaces other than those specified by the exhibitor, if deemed advisable and in the best interests of the show. Exhibitors will be notified promptly and given the option to cancel with full refund in the event that the relocation is not acceptable.

3. LIABILITY - The exhibitor agrees with management that management shall not be responsible for any loss, damage or injury that may occur to the exhibitor or his employees, representatives or agents, or to his property, from any cause whatsoever; and the exhibitor agrees to defend, indemnify and hold forever harmless the management, its employees 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 an person or persons arising out of, during, or in connection with this agreement, whether such injury or damage is due or claimed to be due by any negligence or management, its employees or any other person.

4. AMENDMENTS - Any matters not specifically covered by the preceding rules will be subject solely to the decision of the management. These rules may be amended at any time by management, provided that amendments shall not substantially diminish the rights or increase the liability of the exhibitor.

### 5. HOLD HARMLESS

Exhibitor agrees to hold Lee Newspapers, Inc. and New York State Vegetable Growers Association it's subscribers, agents and employees harmless and agrees to defend them from any injuries or damage to any party as a result of the exhibitor's or employees negligence, attendance or participation in the exhibition.