

# EMPIRE FARM DAYS EXHIBITOR CONTRACT

Return to: Lee Trade Shows, P.O. Box 121, Palatine Bridge, NY 13428 or email mpedro@leepub.com



## AUGUST 2, 3, 4, 2022

TUESDAY 9-4, WEDNESDAY 9-4, THURSDAY 9-3

Palladino Farms - Heritage Hill Brewhouse • 3149 Sweet Road, Pompey, NY 13138

Produced by the Trade Show Division of Lee Newspapers, Inc.; P.O. Box 121, 6113 State Hwy. 5, Palatine Bridge, NY 13428. Publishers of Country Folks and Country Folks GROWER  
**Show Manager: Ken Maring 1-800-218-5586 or 518-673-0103 • Fax 518-673-3245 • www.leetradeshow.com • e-mail kmaring@leepub.com**

### Prices Good Through March 15, 2022

**10' x 10' TENT BOOTHS**  
**1 Booth-\$750. Ea. – 2 or More Booths- \$720. Ea.**  
 Total # of Booths: \_\_\_\_\_  
 Total Due: \_\_\_\_\_  
 50% Deposit: \_\_\_\_\_  
 Balance Due: \_\_\_\_\_  
 Area Requested: \_\_\_\_\_

### Prices Good Through March 15, 2022

**50' DEEP FIELD DISPLAYS**  
 50x25 - \$750.00       50x125 - \$3350.00  
 50x50 - \$1400.00       50x150 - \$4000.00  
 50x75 - \$2050.00       50x175 - \$4650.00  
 50x100 - \$2700.00       50x200 - \$5300.00  
 Total Due: \_\_\_\_\_ x 50% Deposit= \_\_\_\_\_  
 Balance Due: \_\_\_\_\_ Area Requested: \_\_\_\_\_

### Prices Good Through March 15, 2022

**100' DEEP FIELD DISPLAYS**  
 100x50 - \$1900.00       100x150 - \$5500.00  
 100x75 - \$2800.00       100x175 - \$6400.00  
 100x100 - \$3700.00       100x200 - \$7300.00  
 100x125 - \$4600.00       100x225 - \$8200.00  
 Total Due: \_\_\_\_\_ x 50% Deposit= \_\_\_\_\_  
 Balance Due: \_\_\_\_\_ Area Requested: \_\_\_\_\_

### Prices From March 16, 2022

**10' x 10' TENT BOOTHS**  
**1 Booth-\$850. Ea. – 2 or More Booths- \$820. Ea.**  
 Total # of Booths: \_\_\_\_\_  
 Total Due: \_\_\_\_\_  
 50% Deposit: \_\_\_\_\_  
 Balance Due: \_\_\_\_\_  
 Area Requested: \_\_\_\_\_

### Prices From March 16, 2022

**50' DEEP FIELD DISPLAYS**  
 50x25 - \$900.00       50x125 - \$3500.00  
 50x50 - \$1550.00       50x150 - \$4150.00  
 50x75 - \$2200.00       50x175 - \$4800.00  
 50x100 - \$2850.00       50x200 - \$5450.00  
 Total Due: \_\_\_\_\_ x 50% Deposit= \_\_\_\_\_  
 Balance Due: \_\_\_\_\_ Area Requested: \_\_\_\_\_

### Prices From March 16, 2022

**100' DEEP FIELD DISPLAYS**  
 100x50 - \$2050.00       100x150 - \$5650.00  
 100x75 - \$2950.00       100x175 - \$6550.00  
 100x100 - \$3850.00       100x200 - \$7450.00  
 100x125 - \$4750.00       100x225 - \$8350.00  
 Total Due: \_\_\_\_\_ x 50% Deposit= \_\_\_\_\_  
 Balance Due: \_\_\_\_\_ Area Requested: \_\_\_\_\_

## ELECTRIC

Regular 110 Outlet

220 Electric Single Phase - \$200.00

We agree to occupy and pay for the above exhibit space. **We understand that the contract is not valid without the required deposit. 50% Deposit is due with contract, Balance Due June 1, 2022.** Make all checks payable to "Trade Show Div./Lee Newspapers, Inc." For your convenience we also accept Mastercard, Visa, American Express and Discover. Call 1-800-218-5586 to pay deposit or full balance by charge card. **No Exhibit will be allowed to set up unless paid in full.** To be an exhibitor at Empire Farm Days you must be a customer in good standing of Lee Newspapers, Inc. Customers that do advertising plus trade show business with Lee Newspapers Inc get preferential treatment for booth locations at our shows. After March 15th any customers that have not renewed their contract for exhibit space, release that space for sale and will be paying the next tier pricing for their booth space.

**PLEASE READ THE REVERSE SIDE OF THIS CONTRACT BEFORE SIGNING \*Proof of Insurance must be provided to show management (see No. 10)**

In signing this agreement, we agree to conform with the terms, conditions, and covenants contained in this application and contract for exhibit space. We will conform with the General Information, Rules & Regulations shown on the reverse side of this application. 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: \_\_\_\_\_ website: \_\_\_\_\_

**For Publicity Purposes, please give us a list of the product names, services etc. that you will be exhibiting in the above exhibit space. (ex: Prudential Insurance, John Deere Tractors, or Bobcat Skid Steers etc.):** \_\_\_\_\_

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.

CREDIT CARD NUMBER: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Security Code: \_\_\_\_\_ Amount to Charge: \$ \_\_\_\_\_

# General Information, Rules and Regulations

## 1. MANAGEMENT

This show is owned and managed by Lee Newspapers, Inc, Palatine Bridge, N.Y. The word 'management' used herein shall mean the sponsors acting through their officers or the Exhibit manager.

## 2. RULES

Each prospective exhibitor is required to sign the official application contract for space in the exhibition. By doing so, he subscribes to the General Information, Rules and Regulations which are a part of the application and contract and to comply insofar as the same may be applicable to the use and occupancy of space by said prospective exhibitor.

## 3. APPLICATION

Application for exhibit space must be on the forms provided and must be accompanied by the required deposit made payable to Lee Newspapers, Inc. See front for full details.

## 4. ASSIGNMENT OF SPACE

Space assignment will be made by management in keeping with exhibitor's preferences insofar as it is possible. In case of duplicate requests, the earliest application to arrive shall receive preference. In case of further duplication, other factors to be considered by management will include the size of the space, customers in good standing with Lee Newspapers, Inc, nature of the equipment, height, weight, etc. as well as compatibility with exhibits in same area.

## 5. PAYMENT- COST OF SPACE

Inside space will be sold as 10'x10' or 8'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 exhibits must be paid in full as per conditions on front before set up will be allowed.

## 6. DEFAULT

Any exhibitor failing to occupy any space contracted for but not cancelled is obligated for the full cost of the space and is not entitled to any rebate. Furthermore if space contracted for is not occupied by the time the show is open to the public, it shall be considered saleable real estate and management is no longer under obligation to make provisions to allow occupancy by original purchaser unless previous arrangements for unforeseen difficulties getting to the show site have been made. Management shall have the right to use said space thereafter to suit its own convenience including selling the space to another exhibitor without any rebate or allowance to the defaulting exhibitor and without incurring any obligation of any kind to said prospective exhibitor.

## 7. CANCELLATION

An exhibitor may cancel or withdraw from the exhibit subject to the following conditions and restrictions:

- If notification to cancel is received in writing no later than 90 days prior to the show dates the cancellation fee will be 50% of the total cost of space contracted for.
- There shall be no refunds for space cancelled within 90 days of the show.

Management assumes no responsibility whatsoever for having included the name of the cancelled exhibitor or descriptions of its products in any catalogs, brochures, releases or any other materials, or in any advertising matter relating to this show.

## 8. OFF-SITE ACTIVITIES

Exhibitors are prohibited from having any off-site activities during show hours.

## 9. LIMITATION OF LIABILITY

The exhibitor agrees to make no claim for any reason whatsoever against show management, or Show Facility, their management or employees for loss, theft, damage or destruction of goods; nor for injury to himself or his employees while in the exhibition quarters, nor for any damage of any nature or character, including any damage to his business by reason of the failure to provide space for the exhibit, or the removal of the exhibit; not for any action of any nature of management in case the premises of the show shall be destroyed or damaged, or if the show fails to take place as scheduled, or is interrupted and/or discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injection, act of war, act of God, emergency declared by the government agency or by show management, or for any other reason, this contract may be terminated by management, and in the event of such termination, the exhibitor waives any and all damages and claims for the damages and agrees that the sole liability of management shall be to return to each exhibitor his space payment, less his pro rate share of all costs and expenses incurred and committed by show management.

## 10. INSURANCE

All property of the exhibitor shall be deemed to remain under his custody and control at all times including transit to or from, and within the confines of the exhibition areas, subject to the Rules and Regulations of the exhibit. Exhibitors are advised to carry floater insurance to cover Property or Inland Marine insurance to cover the damage or loss to their business personal property, equipment, materials, exhibits and other possessions. Exhibitors agree to carry General Liability Insurance of at least \$1,000,000 per Occurrence, \$2,000,000 General Aggregate, and \$2,000,000 Products and Completed Operations Aggregate. Exhibitor will name "Lee Newspapers, Inc." as an Additional Insured on a Primary & Non-Contributory basis under their General Liability Insurance. Exhibitors will carry Workers Compensation and Employers Liability Insurance with limits of at least \$1,000,000/\$1,000,000/\$1,000,000 as required by the laws of the State in which the Trade show is located. The Workers Compensation coverage will include coverage for all sole proprietors, partners, members or stockholders that will be on the premises of the exhibit at any time. A certificate of Insurance showing these requirements are met shall be provided to show management prior to booth set up and will provide 30 days written notice of cancellation for any reason. Exhibitor will carry Commercial Automobile Insurance to cover all owned, hired and non-owned vehicles entering the premises for a limit of at least \$1,000,000 per Accident and shall name Lee Newspapers, Inc. as an Additional Insured on a Primary & Non-Contributory basis ( and Owner of the premises if needed). Management

will carry public liability insurance for injury to exhibition visitors, exhibitors, and their agents and employees. But this will not cover exhibitor's employees when they are on space rented by exhibitor and management is not responsible for the safety of exhibitor's property or for loss to or damage from theft, fire, accident, vandalism or other causes. All policies including the Property/Inland Marine, General Liability, Automobile and Workers Compensation shall have a Waiver of Subrogation endorsement in favor of Lee Newspapers Inc. ( and the owner of the property if needed)

## 10a. WAIVER OF SUBROGATION

exhibitor waives all rights of recovery against Lee Newspapers, Inc and the owner, regardless of cause or any negligence of Lee newspaper Inc.'s or the owners that may have contributed to the loss.

## 11. HOLD HARMLESS

To the fullest extent permitted by law Exhibitor agrees to hold Lee Newspapers, Inc. 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 to the fullest extent permitted by law.

## 12. INSTALLATION AND DISMANTLING

Exhibitors may begin installing their exhibits subject to scheduling established by management. Dismantling will start only after the close of the trade show. All moving in or out of exhibit materials is done solely at the discretion of the management of the show. If precise times are designated the exhibiting company will do everything within it's power to comply. If management designates contractors to perform work at the exhibitor's expense, where union personnel are required by the facility or by any contractors involved, it shall be the exhibitor's responsibility to comply with such requirements. In no event shall management be responsible for the conduct of contractors or their employees and no responsibility is assumed for failure to perform by contractors, their charges or any other matter relating to contractors of the facility.

## 13. EXHIBIT DESIGN

Standard drape background and side partitions will be furnished by management for all exhibit space and must be utilized. No built up exhibit or other construction shall exceed 8 feet in overall height without the written permission of the Exhibit manager. Perimeter booths may, with permission, have their backdrops extend up to 12 feet. Height requirements for equipment on display may be waived upon approval of the Exhibit Manager but are subject to restrictions imposed by the building dimensions. Failure to comply with these design requirements could result in modification or removal of exhibits. One standard 7"x44", one line sign with copy limited to company name plus booth number, will be provided to each exhibitor.

## 14. REFRESHMENTS, GIFTS AND CONTESTS, ETC.

Management reserves the right to prohibit, limit or discontinue the distribution of any gifts, giveaways or similar promotions. Contests, raffles and drawings, if permitted under state or local laws, will be subject to the approval of the Exhibit Manager. There will be no announcements of contest, drawing, or raffle winners at any event sponsored by someone other than the sponsor of the raffle, drawing or contest.

## 15. SAFETY, FIRE AND HEALTH

The exhibitor agrees to accept full responsibility for compliance with national, state and local safety and fire regulations. Equipment on display shall have battery leads disconnected, gas tanks emptied and locked or taped shut, and the ignition keys removed. Only flame proofed materials shall be used in each exhibit.

## 16. SECURITY

Every reasonable precaution will be taken to protect property during the installation, display and removal periods.

## 17. MESSAGE CENTER

Messages for exhibit personnel will be held at the message desk. Exhibitors are urged to check the message center on a regular basis. Message Service not always available.

## 18. APPEARANCE-GENERAL

Each exhibitor is requested to recognize the rights of other exhibitors and realize that the general appearance of the exhibit as a whole must take precedence over that of any individual exhibit. The management requests cooperation in maintaining due regard for all adjoining exhibitors and in keeping all displays in the bounds of good taste and in conformance with safety regulations. Exhibitors are instructed not to create excessive obstruction of aisles or prevent ready access to any other exhibitor's booth. Those in violation will be required to remove the obstruction. No advertising or exhibit will be allowed to extend beyond the space allotted to the exhibitor, and no exhibitor's products, equipment or booth construction may be so placed as to exclude the view of the neighboring exhibits for visitors passing through the aisles. The use of moving pictures will be permitted subject to approval and control by the management. Sound movies will be permitted only if unobjectionable to neighboring exhibitors. Any sound systems which create excessive noise making normal conversation in neighboring booths difficult may, at the discretion of the management, be restricted to periodic operation and exhibitor assumes all responsibility for compliance with union requirements relating to projection equipment and sound systems.

## 19. 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 decorating firm.

## 20. GENERAL

All matters and questions not covered by the General Information, Rules and Regulations are subject to the decision of management. The General Information, Rules and Regulations may be amended or supplemented at any time by management, and all such amendments or additions shall upon reasonable notice be as equally binding on all parties affected as the original General Information, Rules and Regulations.