



• • EXHIBITOR CONTRACT • •

# 2004 NEW YORK GROWER SHOW

**Wed., NOVEMBER 3rd 8AM-5PM & Thurs., NOVEMBER 4th 8AM-3PM**  
**NY State Fairgrounds, Syracuse, New York**

Produced by the Trade Show Division of Lee Publications, Inc.; P.O. Box 121, 6113 State Hwy. 5; Palatine Bridge, NY 13428.  
 Publishers of Country Folks GROWER, Country Folks, and Farm Chronicle

**Exhibit Sales: Dan Wren 518-673-3237 Ext. 242 Trade Show Manager: Ken Maring 1-800-218-5586 or 518-673-2445 • Fax 518-673-3245**

Prices Good Through June 1, 2004	
10' x 10' WALL BOOTHS	
1 Booth- \$550. Ea. 2 or More Booths- \$500. Ea.	
1st Choice _____	2nd Choice _____
3rd Choice _____	Total # of Bths Required: _____
# of Bths _____ x Rate _____ = Total _____	

Prices from June 2 - August 1, 2004	
10' x 10' WALL BOOTHS	
1 Booth- \$605. Ea. 2 or More Booths- \$550. Ea.	
1st Choice _____	2nd Choice _____
3rd Choice _____	Total # of Bths Required: _____
# of Bths _____ x Rate _____ = Total _____	
Total: _____ x 35% = Deposit Due Now _____	

Prices from August 2, 2004 thru Show	
10' x 10' WALL BOOTHS	
1 Booth- \$665.50 Ea. 2 or More Booths- \$605. Ea.	
1st Choice _____	2nd Choice _____
3rd Choice _____	Total # of Bths Required: _____
# of Bths _____ x Rate _____ = Total _____	

Prices Good Through June 1, 2004	
FLOOR DISPLAYS	
400-799 Sq. Ft. = \$3.00 per Sq. Ft.	
800-1199 Sq. Ft. = \$2.75 per Sq. Ft.	
1200-1999 Sq. Ft. = \$2.50 per Sq. Ft.	
2000-up Sq. Ft. = \$2.00 per Sq. Ft.	
(w) _____ x (l) _____ = Sq. Ft.	
Sq. Ft. _____ x rate _____ =	
Total _____	
Total _____ x 25% = Deposit Due Now _____	

Prices from June 2 - August 1, 2004	
FLOOR DISPLAYS	
400-799 Sq. Ft. = \$3.30 per Sq. Ft.	
800-1199 Sq. Ft. = \$3.03 per Sq. Ft.	
1200-1999 Sq. Ft. = \$2.75 per Sq. Ft.	
2000-up Sq. Ft. = \$2.20 per Sq. Ft.	
(w) _____ x (l) _____ = Sq. Ft.	
Sq. Ft. _____ x rate _____ =	
Total _____	
Total _____ x 25% = Deposit Due Now _____	

Prices from August 2, 2004 thru Show	
FLOOR DISPLAYS	
400-799 Sq. Ft. = \$3.63 per Sq. Ft.	
800-1199 Sq. Ft. = \$3.33 per Sq. Ft.	
1200-1999 Sq. Ft. = \$3.03 per Sq. Ft.	
2000-up Sq. Ft. = \$2.42 per Sq. Ft.	
(w) _____ x (l) _____ = Sq. Ft.	
Sq. Ft. _____ x rate _____ =	
Total _____	
Total _____ x 25% = Deposit Due Now _____	

We agree to occupy and pay for the above exhibit space. Your deposit is due with the contract to reserve the space. Another 25% is due 90 days prior to show dates with the balance due in full 30 days prior to show dates. Make all checks payable to "NY GROWER SHOW." 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. **ALL EXHIBIT SPACE MUST BE PAID FOR IN FULL 30 DAYS PRIOR TO THE SHOW DATES. NO EXCEPTIONS.**

To be an exhibitor at the New York Grower Show you must be an advertiser/customer of Lee Publications, Inc. publishers of Country Folks, Mid-Atlantic Country Folks Farm Chronicle, Country Folks Grower, Hard Hat News, Waste Handling Equipment News, North American Quarry News and be in good standing.

Show management will provide an 8' backdrop, 30" side curtains, one (1) 7" x 44" block sign, two (2) side chairs, one (1) 6' draped table and a wastebasket for each exhibit. A decorator form is included in the exhibitor kit

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

\*Proof of Insurance must be provided to show management (see No. 9)

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 _____
Website: _____	
Mail _____	

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: Greenhouse/Nursery Equipment, Plants, 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.

# General Information, Rules and Regulations

## 1. MANAGEMENT

This show is owned and managed by Lee Publications, 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 Publications, 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, 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.

## 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:

a. If notification to cancel is received in writing no later than 45 days prior to the show dates all monies shall be refunded less a \$200 cancellation charge.

b. If notification to cancel with less than 45 days but over 30 days, the cancellation fee will be 70% of the total cost of space contracted for.

c. There shall be no refunds for space cancelled within 30 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. 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.

## 9. 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 exhibit material

against damage or loss. 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 Publications, Inc." as an Additional Insured under their General Liability insurance. Exhibitors will carry Workers Compensation Insurance in accordance with State law covering activities at the exhibition. 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. Management will carry public liability insurance for injury to exhibition visitors, exhibitors, and their agents and employees. Exhibitor's employees are not covered when 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.

## 10. HOLD HARMLESS

Exhibitor agrees to hold Lee Publications, Inc. its 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.

## 11. 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 its 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.

## 12. 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.

## 13. 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.

## 14. 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.

## 15. SECURITY

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

## 16. 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.

## 17. 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