

CONTRACTUAL AGREEMENT
WISCONSIN FARM TECHNOLOGY DAYS, INC.
and
Wisconsin Farm Technology Days Host Farmer
Eau Claire County

THIS AGREEMENT made and entered into this _____, 2017, by and between WISCONSIN FARM TECHNOLOGY DAYS, INC., a Wisconsin Tax Exempt Corporation, hereinafter called "Corporation" and (to be determined), hereinafter called "Host Farmer".

RECITALS

WHEREAS, Corporation has selected Eau Claire County as the site for Wisconsin Farm Technology Days for the State of Wisconsin for the year 2020 and has selected the farm owned by (to be determined) County of Eau Claire as host farm and the location for Tent City with educational exhibits and where exhibitors will display machinery and equipment and where crops will be planted to provide for field demonstrations and crop harvest.

WHEREAS, to be determined (Host Farm) has agreed to have educational exhibits and exhibitors display machinery and equipment and to provide crops for field demonstrations and to cooperate with the Corporation by making the necessary crop plantings for Tent City, parking, field crop harvesting, and other field demonstrations and any other accommodations necessary to host the show.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt of which is acknowledged, the parties agree as follows:

1. Location of Property/Tent City. Host Farm does hereby make available to Corporation the premises located (to be determined).
2. Exhibit Access. The Host Farm shall provide no less than Sixty (60) acres for exhibits on the above described land.
3. Parking Availability/Access. Host Farm shall provide no less than One Hundred (100) acres of land for parking on the above described land.
4. Equipment Access. Host Farm shall provide no less than Two Hundred Fifty (250) acres of land for equipment demonstrations on the above described land.
5. Legal Effective Date. This agreement shall take effect upon the signing of this document.
6. Dates. The general public will be invited to the premises during the three-day period of July (to be determined), 2020.

7. Access for Exhibitors. Exhibitors who have rented space are allowed access in Tent City three (3) weeks prior to the event. Separately, Farm Technology Days workers shall be allowed on the premises as needed to plant and prepare the site area, plant and establish variety and demonstration plots, prepare and stake Tent City in preparation for exhibitors and the events of Farm Technology Days.

8. Access for Utility Installation. Utility and tent company employees and the Farm Technology electrician will have access to the grounds approximately 28 days prior to the show to electrify the grounds in preparation for the show.

9. Construction of Building or Feed Unit. If a building or feed storage unit is constructed on the farmstead or special equipment is placed in the buildings or a home is to be used on the property as special features during the show, an agreement shall be made between the Corporation and the Host Farmer as to how the equipment, buildings or home will be used.

10. The Host Farm Duties. The host farmer agrees to the following additional duties:

a. To follow a rotation schedule of planting agreeable to the Eau Claire County Executive Committee and to till or leave untilled such land as will, in the opinion of the Committee, be most suitable for Farm Technology Days.

b. To provide and maintain a minimum of 150 acres of alfalfa or other forages to be used for Tent City and parking, and to establish a minimum of 300 acres of alfalfa-annual forages and 100 acres of wheat to provide for crop harvesting and other field demonstrations.

c. To prepare the seed bed and assist in establishment of such other demonstration plots not to exceed five (5) acres as deemed advisable by the Eau Claire County Executive Committee.

d. To provide labor and machinery for all farm operations including harvesting, except to the extent that these operations take place during the three days of the show. Farm equipment manufacturers and dealers will provide machines, equipment and labor for field harvesting and demonstrations during the show.

e. To grant to Corporation and Eau Claire County Executive Committee members access to the land prior to and subsequent to the actual days of the event for the purpose of handling the details in the planning, developing and operating Farm Technology Days.

f. To allow the Eau Claire County Executive Committee to sublease space to the exhibitors making application for participation in this event.

g. To allow the general public to visit this event during the three-day period, July (to be determined), 2020.

h. Not to erect or allow to be erected any signs, posters or advertising material on the land or on or in buildings covered by the contract during the period of this contract except as approved by the Eau Claire County Executive Committee.

i. Not to enter into any contracts for farm equipment, buildings, painting, chemicals or fertilizers, or seeds which would conflict with the purposes of Farm Technology Days which is to showcase the latest improvements in production agriculture, including many practical applications of recent research findings and technological developments. If there is a disagreement between Corporation and Host Farm about entering into a contract, the decision shall rest with an arbitration committee appointed in accordance with item 14 on Page 5. The intent of this section is to prevent prospective exhibitors from taking undue advantage of Farm Technology Days and other competitive exhibitors.

j. Not to enter into any contracts for purchases of buildings, farm equipment and real estate that would result in increased liability/indebtedness of over \$2,000,000 for Host Farm per calendar year for the years 2018, 2019, and 2020 preceding Farm Technology Days without informing the Eau Claire County Executive Committee.

k. To cooperate and provide the Corporation with all information requested by the Corporation relating to Host Farm. To inform the Corporation of any changes in Host Farm information as soon as Host Farm is aware of said change.

11. The Corporation Duties. The Corporation agrees to the following duties:

a. To provide all seed, fertilizer, and pesticides for the small demonstration plots showing varieties and cultural practices of alfalfa, grass, corn, grain and agreed upon specialty crops not to exceed five (5) acres.

b. To provide seed, maintenance preplant fertilizer, and crop protection products needed for the establishment of the crop acres utilized by the show. These acres would include 150 acres for Tent City and parking and up to 400 acres for field crop demonstrations and harvesting. Acreage may be modified by mutual agreement to meet show objectives. Fertilizer and crop protection products will be applied based on current soil tests and University of Wisconsin recommendations. Liming is not considered part of the fertilization program.

c. To furnish maintenance fertilizer to support plant growth during the year of the show for all acres utilized for Tent City, parking, and field demonstrations. This fertilizer may be applied in split applications with the first application occurring during the fall prior to the show. Maintenance fertilizer application rates to be determined by University of Wisconsin recommendations.

d. The total monetary cost to the Corporation for all seed, fertilizer and crop protection products provided to the host farmer(s) for the purposes of establishing a crop prior to the show or reseeded damaged areas after the show is limited to a total

not averaging more than \$120 per acre for the total acres utilized by the show. Donated seed, fertilizer and crop protection products are not included in this maximum expenditure per acre.

e. To provide seed needed to establish a late season cover forage crop at the host farmer's discretion on 150 acres utilized by Tent City and parking.

f. To furnish all fuel for the operation of tractors, dryers and other such equipment as needed to harvest a minimum of 300 acres of forages and 100 acres of wheat during the three days of Farm Technology Days at no cost to the Host Farm. This will include tractors or equipment under the control of the Host Farm

g. To repair damages to the premises during the term of this lease by exhibitors or others connected with Corporation. In the event that such damage contributes to the killing of seeding, Corporation agrees to furnish seed for such areas as are killed out. Temporary damage to hay fields in which ruts are caused by rain coupled with excess traffic will be smoothed and reseeded as necessary. Tent city and parking will be tilled and a cover/forage crop will be seeded after the show. The Corporation and Host Farm agree to meet within 30 days of the end of Farm Technology Days to determine damage. Once the damage is determined, the Corporation agrees to provide seeding and smoothing within 6 to 10 days weather permitting. Once seeding and smoothing has been completed, the Corporation will not be liable for any other damage known or unknown by the parties and will be released from any further liability to the Host Farm. The Corporation will have no further duty to repair any other damage.

h. To encourage exhibitors to furnish additional equipment for use by the Host Farm during the three-day show period in tilling, harvesting, elevating, ensiling or otherwise handling the crops without charge for such service.

i. To assist in the clean-up of the premises and the removal of foreign materials caused by or accumulated because of Farm Technology Days and to complete such cleanup operation within a two-week period after completion of the show.

j. To furnish security and crowd control including parking assistance and to arrange for cooperation of the county Sheriff's Department or Highway patrol and the State Highway Patrol in handling traffic to and from the show. Security to be in place 6:00 p.m. - 6:00 a.m. daily 10 days prior to show, during the show and 3 days after the show closes.

k. To direct the traffic to parking lots and to place proper signs in such areas where traffic or parking is not permissible.

l. To carry commercial liability insurance with a minimum limit of three million dollars (\$3,000,000), single limit bodily injury and property damage per occurrence, three million dollars (\$3,000,000) aggregate including coverage of Host

Farm as a third party.

m. To secure a waiver from the host farmer and its insurance company under the subrogation clause so that no insurance now carried by the Host Farm will be invalidated by the operation of Farm Technology Days.

12. Removal of Fences. The Corporation shall have the right to remove fences as required and will replace at its expense such fences in the same or better condition following the close of Farm Technology Days.

13. The Host Farm agrees that it will not prohibit any exhibitor approved by the Corporation from participating as an exhibitor in the show without the mutual written agreement between the Host Farm and the Corporation.

14. Arbitration. Disputes under this Agreement shall be submitted for arbitration. Arbitration shall be created and performed in the following manner:

a. One member appointed by the Host Farm, one appointed by the Corporation, and a third member appointed by the Eau Claire County Executive Committee. The arbitrators shall have the power to make an award or determination which shall be binding on the parties. The expense of Arbitration shall be equally divided between the parties.

15. Wisconsin Law Governs. The parties agree that Wisconsin Law shall govern and shall be applied by the Arbitrators in interpreting the contract.

16. Indemnification. Host Farm agrees to indemnify the Corporation against losses the Corporation may suffer as a result of Host Farm's breach of this contract. Corporation agrees to indemnify the Host Farm against losses the Host Farm may suffer as a result of Corporation's breach of this contract.

17. Binding Agreement. This Agreement shall be binding on the parties hereto, their administrators, successors, heirs and assigns when signed by both parties as indicated below.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

_____ By: _____
Date Matthew Glewen, General Manager
Wisconsin Farm Technology Days, Inc.

Subscribed and sworn to before me this ____ day of _____, 20____.

_____, Notary Public
_____ County, State of Wisconsin
My commission expires _____

_____ By: _____
Date John Leary, Chair, Eau Claire County Executive Committee

Subscribed and sworn to before me this ____ day of _____, 20____.

_____, Notary Public
_____ County, State of Wisconsin
My commission expires _____.

_____ By: _____
Date (To be determined), Co-Chair, Eau Claire County Executive Committee

Subscribed and sworn to before me this ____ day of _____, 20____.

_____, Notary Public
_____ County, State of Wisconsin
My commission expires _____.

_____ By: _____
Date Mark Hagedorn, Executive Secretary, Eau Claire County Executive Committee

Subscribed and sworn to before me this ____ day of _____, 20____.

_____, Notary Public
_____ County, State of Wisconsin
My commission expires _____.

_____ By: _____
Date (To be determined), Host Farmer

Subscribed and sworn to before me this ____ day of _____, 20____.

_____, Notary Public
_____ County, State of Wisconsin
My commission expires _____.

Revised Dec. 2017