

## The Landscape Show Contract Terms

I submit this application and contract to participate in the Landscape Show. I, executing this contract, by my digital signature, hereby agree to all terms and conditions of this contract and agree to accept and abide by the rules and regulations governing the operation of the show, as may be from time to time established or revised by the Trade Show Operations and Policy Committee and the Florida Nursery, Growers & Landscape Association, Inc. (FNGLA). Exhibitor agrees to indemnify and hold harmless the trade show and the FNGLA, the facility holding the exhibition, or the service contractors associated with the production of the show or any of its members or employees, its successors and assigns against all loss, cost, expense, including attorney fees, claims, suits and judgments whatsoever in connection with injury to or death of any persons, loss or damage to any property arising at or in any way connected with the performance of the exhibitor, its personnel or equipment.

In the event the Orange County Convention Ctr. cannot provide the normal scheduled show dates because (i) of its inability to provide utilities, facilities, or other services, (ii) of force majeure or (iii) the facility exercises its emergency powers to vacate the convention center, those events shall not be construed as a breach of contract and there shall be no obligation on FNGLA to refund any exhibitor payment nor will FNGLA be liable for any damages caused by such action.

The Trade Show will make every effort to place you in the area of your choice; however, the Show reserves the right to place, move or relocate exhibitors, in cases of necessity, for the total benefit and operation of the Show.

In order for this application, contract and confirmation to be valid, exhibitor agrees to remit 50% of the total booth price as a deposit within two weeks of the booth reservation. Final payment will be due by May 2, 2022. Exhibitors reserving after May 2, 2022 will have two weeks to make payment in full. All payments are to be made in U.S. funds. An exhibitor not making payment in accordance with the specified dates forfeits all rights, claims and reservation(s) to the booth(s) assigned. In the event of cancellation for any cause, the deposit is forfeited. In the event of a cancellation for any cause within 90 days of the event, all payments are forfeited.

### MUSIC LICENSING

Exhibitor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person, or corporation by reason of any music, either live or recorded or other entertainment of any kind or nature, played, staged or produced by the Exhibitor, its agents, employees or subtenants within the premises covered by this License Agreement including but not limited to royalties or licensing fees due to ASCAP, BMI, or SESAC. Exhibitor agrees to hold harmless FNGLA, its agents and employees against any and all such claims and charges, and to defend at its own expense any and all such claims and charges.

## The Landscape Show Rules & Regulations

Rules and regulations are an important part of any trade show because they set the scene for a smooth-running and successful show for all participants. Please review and make sure you and the people who will be working at your booth(s) understand and follow these rules. Your cooperation will mean a better show for everyone. All rules and regulations will be enforced by the trade show manager and trade show operations and policy committee.

### THE MOST IMPORTANT RULE FOR ANY TRADE SHOW: BE A GOOD NEIGHBOR!

#### Contract for Exhibit Space

A signed contract and full payment of rental charges together constitute a contract between the exhibitor and trade show management for use of specified exhibitor space. A signed contract clearly documents that the exhibitor has read and will comply with these rules and regulations. If an exhibitor purchases booth space at the FNGLA-member-rate – it is expected that the FNGLA membership will be renewed and current at the time of the exhibition.

#### Cancellation of Booth Space

Show management reserves the right to cancel any exhibitor prior to the opening of the show for non-payment of deposit, non-payment of balance or misrepresentation of products to be displayed.

#### Refund Policy

Booth deposits (50% of the booth cost) will not be refunded under any circumstance. Additional balances may be refunded if booth is cancelled prior to July 1. Cancellation or booth reduction after July 1<sup>st</sup> will result in the loss of the entire booth fee.

#### Change of Dates

If show management shall consider it inadvisable to hold the trade show at the time and/or location originally published, show management shall have the right to change the dates and/or location. Exhibitor shall be given written notice regarding such changes to address shown on contract.

#### If Show is Not Held

In the event the trade show is not held for any reason beyond the control of show management the rental and lease space to the exhibitor shall be cancelled and terminated upon the return of the rental fee paid by the exhibitor for space in the trade show for this specific event. Return of the rental fee will terminate any liability of show management.

#### Space Assignment

Space assignment will be made on a seniority-priority based on the number of continuous years in the show and their financial support of the show. Every effort will be made to place you in the area of your choice, however, show management reserves the right to place, move or relocate exhibitors in cases of necessity for the total benefit and operation of the show.

#### Sub-leasing of Booth Space

Exhibitor may not assign, sublet, or apportion the whole or any part of the booth space assigned nor permit any other party to exhibit therein without the express written consent of the trade show operations and policy committee. Exhibitor may distribute only promotional or advertising materials in his booth that refers to products or services manufactured, grown or sold by said exhibitor in the regular course of business. Any requests for sharing exhibit space must be submitted in writing 45 days prior to the show giving specifics of the request: reasons why exhibitors wish to share space, names, addresses and phone numbers of the parties involved and full details on the products to be displayed along with printed material on the products, if available.

### **Character of Exhibits**

Exhibits are restricted to products and services of interest and related to the nursery and horticultural trade. Show management reserves the right to restrict exhibits which, because of noise, method of operation, or for any other reason, become objectionable, and to prohibit or evict any exhibit which, in the opinion of show management, may detract from the general character of the show.

This reservation includes persons, things, conduct, printed material or anything of a character which show management determines to be objectionable. In the event of such restriction or eviction show management is not liable for any refunds on rentals or other exhibit expenses.

### **Models or Demonstrators**

Models or demonstrators are permitted in the exhibitor's booth provided they are, in the opinion of show management, tastefully clothed and have limited their activities within the confines of the exhibitor's booth at all times.

### **Demonstrations & Sales Activities**

All demonstrations and other sales activity must be confined within the limits of the booth(s) of each respective exhibitor. Anyone distributing materials to booths or attendees in the aisles is subject to ejection from the exhibit hall.

Distribution of printed material and the displaying of signs, posters, banners, etc. must be limited to the confines of the booth(s) of each respective exhibitor and distributed and/or displayed in such a manner not to interfere with other exhibitors. Exhibitors wishing to distribute samples or advertising matter such as yard sticks, shopping bags, etc. may do so from their own exhibit space only, provided it does not interfere with the security of the show.

### **Over the Counter Sales**

Over the counter sales (the sale of individual items where the purchaser would take possession of the item during the show) are strictly prohibited. This condition does not in any way restrict the normal trade show sales activity of taking orders of materials for delivery post-show, nor does this condition have any relationship to the Internal Revenue Service ruling prohibiting sales at certain trade shows. In the rare instance where a sale is made during the show that requires the collection, reporting and remitting of Florida sales tax, the Exhibitor is responsible for complying with all Florida Sales and Use Tax requirements, which may include registering with the Florida Department of Revenue, collecting sales tax at the time of the sale and remitting to DOR and/or obtaining an Annual Resale Certificate from the purchaser.

### **Sale of Display Items**

The sale of material used as display items in the exhibit booth is permitted. HOWEVER, THE PURCHASER WILL NOT BE PERMITTED TO REMOVE THE ITEMS FROM THE EXHIBIT HALL UNTIL CLOSE OF SHOW ON THE FINAL DAY OF THE SHOW and should have a receipt for material purchased.

### **Equipment with Oil or Gasoline Engines**

The operation of oil or gasoline engines is prohibited and all engines must be free of such fuels while on display in the exhibit hall. Tanks must be drained to one-fourth tank or ten (10) gallons of fuel whichever is less and gas caps taped or locked by order of the fire marshal. Battery cables must also be disconnected. The decorator may require the rental of spotters to assist the placement of the vehicle in the booth without damage to the exhibitor's equipment or booth, other displays or other exhibitors. Large vehicles may require early setup to be properly placed without disturbing or damaging other booths or incurring re-setting fees.

### **Audio/Visual Equipment**

All audio/visual equipment must be in accordance with the requirements of the fire prevention authorities and in harmony with policies of the exhibit hall and applicable labor unions. The use of loudspeakers and public address equipment is prohibited. Exhibits which include the operation of musical instruments, radios, or any noise-making equipment must be conducted or arranged so that noise resulting from the demonstration will not annoy or disturb adjacent exhibitors. All plans for installation and operation of special equipment must be approved by show management before operation is initiated.

### **Food & Drink**

No food or drink shall be delivered to or brought into the building nor given away or sold by exhibitors in the exhibit hall unless purchased through the concessionaire of the Orange County Convention Center. The concessionaire has exclusive rights for the sale of all food and drink within the exhibit hall and on the premises.

### **Care of Exhibit Space**

The exhibit hall floor and aisles will be cleaned daily. Exhibits must be put in proper order before the show opens each day. Booths not in order before opening hour may be straightened at the direction of show management at the expense of the exhibitor. Exhibitors must order booth vacuuming (includes emptying trash cans) from the show decorator if they wish to have that service. Exhibitors shall not injure, mar, mark, drill, core, punch, staple, paint, drive any nails, hooks, tacks, pins, screws, use any tape or in any way deface exhibition hall premises. Exhibitor shall be liable for all damages which they may cause to the building or otherwise in connection with their exhibit. Painting of displays or items within the booth is prohibited is not permitted within the building.

### **Storage & Handling of Crates & Boxes**

Any items left in the aisles of the exhibit hall when aisle carpet is ready to be laid will be thrown away. Crates and boxes will be stored by the decorator for a fee.

### **Insurance**

Exhibitors should consult their insurance companies for proper coverage on exhibit material and displays. In many cases a rider can be added to your present policy.

### **Use of Outside Contractors**

Any exhibitor wishing to use a firm other than the official service contractor for the show must notify show management at least 30 days in advance of the show with the name, address and supervisor in attendance of such firm. The outside contractor must supply show management at least 30 days prior to the show the names of exhibiting companies using their services, the names of personnel the outside contractor will employ and appropriate certificates of insurance.

### **Fire Laws**

Federal, state and city fire laws must be strictly enforced. All decorator booth decorations will be flameproof, as should any exhibitor's booth decorations. Electrical wiring used by exhibitors must conform to National Electrical Code Safety Rules and the local fire department regulations. If inspection indicates that any exhibitor has neglected to comply with these regulations or otherwise creates a fire hazard, the right is reserved to cancel all, or such part, of an exhibit as may be irregular. No combustibles of any nature may be brought into the exhibit hall, including untreated pine straw, hay, moss, propane tanks, etc. Mulch must be kept damp. No cut trees may be exhibited within the Orange County Convention Center. Only cutaways of propane

tanks are allowed inside the exhibit hall. No smoking is allowed in the exhibit hall.

### **Fog/Smoke Machines**

Fog/smoke machine usage is restricted to water-based chemicals. Approval must be obtained from the Orange County Fire Rescue Services Dept. through the convention center. A schedule for use of fog/smoke machines that includes rehearsal and show times must be submitted in advance to the convention center.

### **Security**

Show management will provide security at the designated entrances and exits, as well as security for reported incidents during show hours. Show management will also provide security and lock down the exhibit hall after show hours. Each exhibit booth should further be manned during show hours by employees of the exhibitor and, in all cases and at all times, the ultimate responsibility for booth security lies with the exhibitor. As further protection, exhibitors are encouraged to have a least one employee in the booth during the hours of move out to ensure security of the booth's materials. FNGLA, The Landscape Show and the Orange County Convention Center shall not be held liable under any circumstance for the loss or theft of any or all items from an exhibit booth.

### **Outside Exhibits**

Under NO circumstances shall exhibits or banners be placed outside or in the parking area of the exhibit hall.

### **Pets or Animals**

No animals or pets are permitted in the building except as an approved exhibit, activity or performance legitimately requiring the use of animals. Seeing-eye dogs are exempt. Pets which are approved to be in the building must be on a leash, within a pen or under similar control at all times. The exhibitor is fully responsible for the animal(s) at all times.

### **Damage to Exhibits**

While being loaded, unloaded or moved to booths or common carriers by the move-in crews and/or the show decorating company, said crews and company will not be responsible for damage to materials improperly packed, for concealed damage, for loss or theft of exhibit material after it has been delivered to the booth or before materials have been picked up for loading out of the booth. It is suggested that shipments be fully insured by the exhibitor.

### **Motor Home Vehicle Parking**

Motor Home Vehicle (R.V.'s) may use the parking lot for parking purposes only. Overnight parking is prohibited.

### **Stickers**

Adhesive-backed (stick-on) decals or similar items may not be distributed or used in the building.

### **Helium balloons**

Static helium balloon displays are only allowed if show management is contacted at least 45 days prior to The Landscape Show with the display specifics and dimensions, a plan for accidental deflation and proof of insurance coverage; the convention center requires that a damage deposit and "balloon waiver" form be submitted prior to display. Static balloon displays are only allowed within the parameters of the exhibitor's booth space. Helium balloons may not be used as giveaways. Helium tank storage inside the building is prohibited.

### **Music Licensing**

Exhibitor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person, or corporation by reason of any music, either live or recorded or other entertainment of any kind or nature, played, staged or produced by the Exhibitor, its agents, employees or subtenants within the premises covered by this License Agreement including but not limited to royalties or licensing fees due to ASCAP, BMI, or SESAC. Exhibitor agrees to hold harmless FNGLA, its agents and employees against any and all such claims and charges, and to defend at its own expense any and all such claims and charge.

### **Multilevel & Covered Exhibits**

All exhibit structures with an enclosed ceiling (including greenhouse plastic) must install a single station and battery-operated smoke detector on the interior of the structure and provide at least one 2-A, 10-BC portable, dry chemical fire extinguisher mounted in a visible location. All exhibit structures with more than one level or single level booths greater than 300 sq. ft. with an enclosed ceiling (including greenhouse plastic) must have the above requirements plus either an automatic extinguishing system or a fire watch (30 minutes prior to show, during show and 30 minutes after show). Exhibitors must submit two scaled, dated and stamped plans of structure signed by the architect or engineer to the convention center. The upper level may not have a "cover" of any kind and all materials must be fire retardant.

### **Cubic Content Rule**

The Landscape Show Committee has eliminated the booth height restrictions at The Landscape Show to allow for more creative and exciting displays. Exhibitors will be allowed to use the entire cubic area of their booth space meaning that design elements may be placed up to the front of your booth and up to the maximum ceiling height. There is a maximum height for trees. All visible sides of the booth (including exposed framework) must be finished in a professional manner. Show management reserves the right to have proper finishing done with the exhibitor responsible for any charges incurred.

### **Non-Compliance to Rules & Regulations**

Each exhibitor, for himself and his employees, agrees to abide by these rules and regulations and by subsequent amendments and additions considered by the show management to be in the best interest of all exhibitors. Upon non-compliance with the rules, show management reserves the right to prohibit, reject or eject any exhibitor, exhibitor representative, or exhibit, in whole or part, with or without giving cause from the show. If cause is not given, liability shall not exceed the return to the exhibiting company of rental fee unearned at the time of ejection. If an exhibitor is ejected for violation of these rules, or any other reason, with cause, no return of rental fee shall be made.

### **Exhibit Hall Liability**

FNGLA, The Landscape Show and the Orange County Convention Center shall not be liable to the exhibitor for any damage, loss or destruction of any exhibit or the property of exhibitor by fire, personal injury, theft or other liability.

### **Limitation of Liability**

It is expressly understood and agreed that by purchasing exhibit space in an FNGLA-sponsored trade show, the exhibitor will make no claim against the trade show or FNGLA or any of its members or employees for any loss, damage, or destruction of goods, nor for any injury that may occur to himself or his employees while in the exhibit area, nor for damage of any nature or character whatsoever.

**Indemnification**

Exhibitor further agrees to indemnify and hold harmless FNGLA and its trade shows, its successors, and assigns against all loss, cost, expense, including attorney fees, claims, suit and judgments whatsoever in connection with injury to or death of any persons, loss or damage to any property arising from or in any way connected with performance of exhibitor, its personnel or equipment.

**Items Not Covered**

All points not covered herein are subject to settlement by the general policies of the trade show management, and said management reserves the right to make changes, amendments, and additions to these rules and such further regulations as they shall consider necessary for the benefit of the show.

**Early Move-Out**

Early Move-Out occurs when an exhibitor starts to break down his/her booth, remove product from shelves, box up product and/or is unable to conduct business in their booth prior to 2 p.m. on the closing day of the trade show without permission of the show management. If permission has been granted to an exhibitor to move out early, the exhibitor must break down the booth after the Tradeshow closes for the day. Show Management will have teams walking the show floor the last day to enforce compliance of this policy. If your booth is breaking down EARLY, we will take photographs and your company will receive a notification of the violation within 30 days post show. Companies in violation of this policy are jeopardizing their booth location for future shows, losing priority for booth selection. Please keep this in mind when making staffing decisions and travel arrangements for the final day of the show.

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