

2010 Nursery / Landscape Expo

EXHIBIT SPACE RENTAL AGREEMENT

FOR TNLA OFFICE USE ONLY

Receipt Date _____
 Check # _____ MC/Visa/Amex/Disc
 Amount _____
 Auth # _____
 Batch # _____

For the total exhibit space cost of \$ _____ the Texas Nursery & Landscape Association (Nursery/Landscape Expo Management) hereby leases to the Exhibitor indicated below the following exhibit space(s):

in the exhibit hall as shown on the Nursery/Landscape Expo official floor plan. This space is to be used exclusively by the Exhibitor for exhibition purposes during the 2010 Nursery/Landscape Expo which will be held August 20-22, 2010 at the Henry B. Gonzalez Convention Center in San Antonio, Texas.

1 COMPANY CORRESPONDENCE INFORMATION — (This information is used for all Exhibitor related correspondence)

Company Name (Exhibitor): _____ TNLA Member: _____
 Address: _____ City, State, Zip: _____
 Telephone: _____ FAX: _____
 Contact Person: _____ Contact Email: _____

2 EXPO PROGRAM OR ONLINE INFORMATION — (Used for the Expo program and also appears online - if different from above)

Company: _____ On-Site Representative: _____
 Address: _____ City, State, Zip: _____
 Telephone: _____ FAX: _____ Toll Free: _____
 Email: _____ Website: _____

3 BUSINESS TYPE — (check all that apply)

- Grower Manufacturer Distributor Rewholesaler Broker Landscape Equipment Other Equipment Business Services

4 EXHIBIT SPACE RATES

	Member	Non-Member
Standard Booth (100 sq ft)	\$ 1,050.00	\$ 1,250.00
Corner Booth (100 sq ft)	\$ 1,365.00	\$ 1,625.00
Endcap Booth (200 sq ft)	\$ 2,520.00	\$ 3,000.00
Island Booth (aisles on 4 sides)	\$ 1,155.00/per 100 sq ft	\$ 1,375.00/per 100 sq ft

If space to be leased is not confirmed above, fill in choice selections:

1st Choice: _____
 2nd Choice: _____
 3rd Choice: _____

NOTE: As an exhibitor, I agree to read and abide by the display requirements as printed in the Nursery / Landscape Expo Exhibit Policy Manual.

If all choice selections are unavailable, the Nursery / Landscape Expo Management will select the location at its discretion.

5 PAYMENT

A deposit of one-half (1/2) of the total space cost must be submitted prior to **November 2, 2009**. If space is leased after November 2, 2009, deposit must be submitted with Exhibit Space Rental Agreement. The balance due must be paid for by **May 3, 2010**. If space is leased after May 3, 2010, payment in full must be submitted with Exhibit Space Rental Agreement. **CANCELLATION POLICY:** Nursery/Landscape Expo will refund payments according to the following schedule, if notification is received in writing: **Prior to March 15 — 70% refund; March 15-June 15 — 40% refund; After June 15 — 0% refund.** This refund schedule applies only to required payments made on the cancelled exhibit space(s). All penalties will be imposed uniformly and will apply whether or not the space is resold.

6 PLEASE READ AND SIGN BELOW

The undersigned, designated as representative for Exhibitor, hereby contracts with the Texas Nursery & Landscape Association for participation in the above-referenced expo. All parties agree to be bound by the provisions of this contract, the Nursery/Landscape Expo Policy Manual, the Exhibitor Service Manual, and such additional rules and regulations as may be adopted by the Board of Directors of the Texas Nursery & Landscape Association and/or the Nursery/Landscape Expo Management. **By signing agreement, exhibitor also agrees to update online product listing for use in Expo Program publication.**

AUTHORIZED SIGNATURE: X _____ TITLE: _____
 NAME (Print) _____ DATE: _____

Sign and return this copy to the Nursery/Landscape Expo at the address appearing below. Please make a copy for your files before returning.

Texas Nursery & Landscape Association; 7730 South IH-35; Austin, TX 78745-6698; 512.579.3857, 800.880.0343 Fax 512.280.3012; email: expo@nurserylandscapeexpo.org

FORM OF PAYMENT: Check (Payable to TNLA) Visa MC AMEX Discover

Card Number _____ Exp. Date _____ Verification number: _____

(MC/Visa: last 3 numbers located on signature line on back of card; AMEX/Disc: number printed on front of card above embossed digits.)

Total Amount to Charge _____ Billing Address for CC with Zip Code: _____

Name on Card (Please Print) _____ Signature _____

BOOTH FILE REFERENCE: _____

**TERMS AND CONDITIONS FOR EXHIBITING AT THE
NURSERY / LANDSCAPE EXPO**

1. **REFERENCE** – herein the Nursery/Landscape Expo, hereafter referred to as The Expo or Expo; herein the Texas Nursery & Landscape Association, hereafter referred to as TNLA.
2. **EXHIBITORS** – All exhibitors shall be bound by the rules and regulations set forth herein and by such amendments or additional rules and regulations as may be established by the Board of Directors of TNLA and/or Expo Management.
3. **PAYMENTS** - Exhibitor's full and timely compliance with the payment schedule set forth on the opposite side of this contract is required. No exhibitor will be permitted to set up exhibit space until full payment has been made.
4. **CANCELLATIONS** – TNLA will honor exhibitor's request for cancellation ONLY if in writing, and, in any event, will refund out of monies paid by exhibitor only the percentages as set forth on the opposite side of this contract. TNLA reserves the right to cancel an exhibit space for the following reasons: non-payment of deposit by deposit due date; non-payment of balance due by due date; misrepresentation of products to be displayed; non-payment of any other past due accounts within TNLA.
5. **ASSIGNMENT OF SPACE** – Exhibit space will be sold on a priority basis during the preceding year's Expo and on a first-come-first-served basis thereafter. Priority is determined by the number of years an exhibitor has exhibited. TNLA reserves the right to make changes to the floor plan arrangement as may be deemed necessary for the good of The Expo.
6. **EXHIBITOR ELIGIBILITY** – TNLA shall have the right to determine the eligibility of any exhibitor for inclusion at The Expo, in accordance with its rules and regulations, and reserves the right to refuse any or all applications for space and to prohibit or remove any exhibit, display or part thereof, or proposed exhibit display or device which in the opinion of TNLA is not related to the nursery/landscape industry and/or suitable to or in keeping with the product display policy.
7. **SUB-LEASING AND SHARING** – No exhibitor may assign, sublet or apportion the whole or any part of the exhibit space assigned, nor permit any other party to exhibit therein, nor distribute any promotional or advertising materials in the occupied space other than those manufactured, grown or sold by exhibitor in the regular course of business.
8. **EXHIBIT DISPLAY SPECIFICATIONS** – Standard booths will be 10'x 10' in size. An 8' high backdrap, 36" high side drapes, standard sign (with company name, city, state and booth numbers) and daily janitorial service for aisle cleaning will be included at no charge. Additional equipment, materials and/or services (including interior booth cleaning) required by exhibitor must be purchased separately. All displays shall conform to the specifications as described in the official Expo Policy Manual. Exhibitor shall pay any repair damage to the Exhibit Facility caused by any action of exhibitor. Use of booths and exhibit activities of exhibitor shall be subject to all requirements and instructions of the Exhibit Facility Management pertaining to the use of their facility.
9. **FIRE SAFETY AND HEALTH REGULATIONS** – Exhibitor agrees to comply with local, city and state and federal laws, ordinances and regulations, and the regulations of the Exhibit Facility and Expo Management covering fire, safety, health and all other matters. (See Exhibitor Service Manual for details).
10. **RESTRICTIONS ON EXHIBITS** – Drawings and giveaways of any kind (including food served from an exhibitor's booth) sponsored by individual exhibitors are subject to approval by Expo Management. Inflated balloons will not be allowed in the Exhibit Facility without prior approval of Expo Management. All displays, demonstrations, and personnel (including those in the act of distributing product literature) must be confined to exhibitor's own booth area and must not interfere, obstruct or otherwise unduly affect the operation of others and must conform to the master floor plan. Exhibitors must wear The Expo exhibitor badge during all show hours.
11. **OFFICIAL EXPO DECORATOR** – Additional equipment and services are available from the appointed Official Expo Decorator (see Exhibitor Service Manual for details). Any items rented by exhibitor are done so directly from the Official Expo Decorator and are not included in the exhibit rental fee paid to TNLA.
12. **FREIGHT SHIPMENT AND SERVICES** – Shipments of materials and freight services will be handled by the appointed Official Drayage Contractor (see Exhibitor Service Manual for details).
13. **EXHIBITION SCHEDULE** – Exhibitors will comply with the official schedules established for move-in, show hours and move-out. All exhibitors will have displays ready by the official opening of The Expo and will not initiate breakdown or remove exhibit materials from the Exhibit Facility prior to the official closing of The Expo.
14. **SECURITY** – Twenty-four (24) hour security will be provided from the beginning of move-in to the end of move-out. TNLA shall not be held responsible for the loss of any material by any cause and urges exhibitor to exercise precautions to discourage loss due to theft or any other cause. No responsibility is assumed by TNLA for goods delivered to the "exhibit areas", or for materials left in the "exhibit areas" at any time. Exhibitors are encouraged to insure exhibit property against loss or theft, and those wishing to do so, must do so at their own expense.
15. **LICENSES** – Exhibitors shall procure at their own cost and expense any necessary licenses and official permits necessary for the purpose of displaying/exhibiting in The Expo. Exhibitors are responsible for conforming with all laws of the United States and the State of Texas, all ordinances of the host City and, wherever applicable, all rules and regulations of the host City's Police and Fire Departments and those policies and criteria which have been established by the Exhibit Facility Management for use of the designated exhibit areas.
16. **EXHIBITOR-APPOINTED CONTRACTORS** – Exhibitors agree to notify TNLA, in writing, if utilizing the services of an outside contractor at any time during The Expo. Exhibitor-appointed contractors must conform to all regulations covered herein and to any that apply to, and are published by TNLA.
17. **INSURANCE AND INDEMNITY** – It is expressly understood and agreed by exhibitor that neither TNLA nor their employees nor their contractors shall be liable for loss or damage to the goods or properties of exhibitor. On signing the EXHIBIT SPACE RENTAL AGREEMENT, exhibitor releases and agrees to indemnify TNLA, and hold them harmless from any suit or claim for property damage or personal injury (including punitive damages) by whomsoever sustained, including exhibitor and exhibitor's agents or employees on or about exhibitor's display space or arising out of exhibitor's participation in The Expo, expressly including such damage or injury resulting in any part from the negligence of one or more of the aforementioned indemnities. The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, civil disorder, the public enemy, curtailment of transportation facilities, or other emergency over which neither party has control making it illegal or impossible to provide the facilities or to hold the function. Exhibitor agrees to maintain such insurance that will fully protect TNLA from any and all claims of any nature whatsoever, including claims under the Workers' Compensation Act, and for personal injury, including death, which may arise in connection with the installation, operation, or dismantling of exhibitor's display. Exhibitor agrees to indemnify and hold harmless TNLA for any such claims, irrespective of insurance coverages. Exhibitor further acknowledges that insurance covering the exhibit and/or property against damage and business interruption losses are the sole responsibility of exhibitor. **Exhibitors are required to have Certificates of Insurance available for inspection by TNLA.** In addition, the host Exhibit Facility is not liable to exhibitor for any damage to or for the loss or destruction of any exhibit or the property of exhibitor by fire or other casualty covered by an extended coverage endorsement to a fire insurance policy, whether caused by negligence of the Exhibit Facility Management, its officers, agents, servants, employees or otherwise, all claims for any such loss or damage being expressly waived by exhibitor who agrees to indemnify and hold the host Exhibit Facility Management harmless for such claims.
18. **CANCELLATION / DISRUPTION OF EXPO** – Should any eventuality cause cancellation or disruption of the exhibition, TNLA shall not be liable for any expenses incurred by exhibitor other than the rental cost of the exhibit space less expenses incurred by TNLA. In no case shall the amount of refund to exhibitor exceed the amount of the exhibit fee paid.
19. **AMENDMENTS** – All points not covered herein or not covered in the Expo Policy Manual and/or Exhibitor's Service Manual are subject to settlement by TNLA Management and/or the TNLA Board of Directors, and they reserve the right to make such changes, amendments and additions to these rules, and such further regulations as they shall consider necessary. The Board of Directors of the Texas Nursery & Landscape Association shall be the final authority.
20. **DISPUTES** – This agreement shall be governed by and construed in accordance with the laws of the State of Texas, County of Travis. Venue for any dispute arising hereunder shall be Austin, Travis County, Texas.