

GENERAL INFORMATION, RULES AND REGULATIONS GOVERNING THE 2011 BOISE FLOWER & GARDEN SHOW

(the rules on this page are hereby made a part of the contract signed on the reverse.)

1. All exhibits must be in place and debris removed from aisles no later than 9:00pm Thursday, March 24, 2011.
2. All supplies and materials for booths must be in by 6:00pm, Thursday, March 24 or be hand-carried.
3. No exhibits may be removed or dismantled before 5:05pm Sunday, March 27, 2011.
4. **The Exhibit Floor will only be opened to exhibitors 2 hours prior to opening on Friday, and 1 hour prior to opening on Saturday and Sunday.**
5. The Exhibitor agrees to indemnify and hold harmless The EVENT Group; Idaho Nursery and Landscape Association; Show Decorator; Greater Boise Auditorium District; Capital City Development Corporation; their officers, agents and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including, but not limited to, persons to whom the Exhibitor may be liable under any Workmen's Compensation Law and the Exhibitor himself and from any loss, damage, cause of action, claims or suit for damages, including but not limited to, loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by the exhibitor of the privileges granted herein.
6. It is mutually understood and agreed that no alteration or variation to the terms of this contract shall be valid unless made in writing and signed by the parties hereto and that no oral understandings or agreements not incorporated herein and no alterations or variations to the terms hereof, unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
7. In the event the Exhibitor fails to comply in any respect with the terms of this agreement, all payments for this exhibit in the show shall be deemed earned and non-refundable by Management. Management shall have the right to occupy the space in any manner in the best interests of the show without further notice to the Exhibitor.
8. Each exhibit space shall only be occupied by one company. Exhibitor shall not assign or sublet said space, or any part thereof, without the written and duly signed consent of Management.
9. This agreement is not binding on Management until it has been duly accepted and signed by Management.
10. **DISPLAY RULES:** Every exhibitor is entitled to a reasonable sight-line from the aisle regardless of the size of his exhibit. Exhibitors must use the good neighbor policy when designing exhibit space. Side displays are not to exceed 4' in height from the aisle continuing back 5'. Further height restriction are determined by the size and the location of the booth. Please refer to the display guide rules included in the exhibitor manual which are hereby made a part of this agreement. Backsides of displays over 8' in height on the rear of the booth and over 3' in height on the sides of the booth must be completely finished. Exhibitor is responsible for any and all costs incurred by management to drape the sides and/or rear of any display. Exceptions and/or variations to these display rules must be approved by show management 60 days prior to the show. Management shall have the authority to require changes in your booth design should it not comply with display rules. All aisle space belongs to the show. **All decorations must be fire-proofed.**
11. No canvassing, solicitation of business or conference in the interest of businesses except by exhibiting firms is allowed. Canvassing must be confined to the Exhibitor's space and in no case may be extended to any other part of the show, including the aisle. Distributing of show discount coupons at the Boise Centre and/or the Grove is prohibited.
12. Placing of advertising material on or in automobiles or on or in the Boise Centre on the Grove grounds is specifically prohibited and no permission for such distribution shall be granted under any circumstances.
13. No food or beverage may be given away anywhere at the Boise Centre on the Grove without written approval.
14. The decision of Management must be accepted as final in any disagreement between exhibitors.
15. Management reserves the right to stop or remove from the Boise Centre on the Grove any Exhibitor, or his representative, performing any act or practice which, in the opinion of Management, is objectionable.
16. Management reserves the right to refuse exhibitors which would in any way detract from the dignity of the Show, and to refuse space when deemed unsuitable by Management for any reason, including economic.
17. All matters not covered in these conditions are subject to the decision of Management, which shall be final.
18. Failure by Management at any time to require the performance by the Exhibitor of any of the provisions hereof shall in no way effect the right of Management hereunder to enforce the same, nor shall any waiver by Management of any breach hereof be held to be a waiver of any succeeding or continuing breach or a waiver of this non-waiver clause.
19. No live animals are allowed in the Boise Centre on the Grove without written approval. Properly and safely muzzled 'seeing eye' dog accompanying a blind person is accepted.

SECURITY - Management will exercise all reasonable diligence in protecting property of Exhibitors, but Management will not be responsible for articles lost by fire or theft or any articles damaged or lost in any way.

REMOVAL LIMIT - Exhibitors must remove all exhibits and related items by 7:00 p.m. Monday, March 28, 2011. In the event such exhibits and related items are not removed by the above time, Management may, at Management's option, treat such exhibits and related items as forfeited to Management and all possessory or ownership rights of Exhibitor shall be forfeited. Exhibitor is responsible for any and all costs incurred by Management to remove and store items left in the exhibit hall after 7:00 p.m. March 28, 2011.

CANCELLATION - Management reserves the right to cancel any commercial operation which may, in the sole opinion of Management, be deemed unsuitable for any reason, including economic reasons. In the event Exhibitor cancels its exhibit or defaults under any terms of this agreement at any time prior to commencement of the show, Management shall retain 50 percent of the deposit set forth on the reverse side hereof as liquidated damages for administrative services provided by Management to Exhibitor. In the event Exhibitor has not yet paid such deposit, Management shall have the right to collect from Exhibitor 50 percent of such deposit as liquidated damages. In the event a cancellation occurs for any reason following February 26, 2011, Management shall have the right to retain or collect from Exhibitor the total rental fee as set forth on the reverse side of this Agreement. All cancellations must be in writing.

LIENS - Management will have a lien upon any and all property stored, used or located upon the leased space or elsewhere by the lessee for any unpaid rentals and for any and all damages sustained by a breach of this contract or otherwise caused by the lessee, and shall have the right to retain such property or any part of it without process of law, and may appropriate any or all such property as its own to satisfy such claim.

PUBLIC ADDRESS - Public address systems and other sound amplifications are not permitted except by arrangement with Management.

CARE OF SPACE - Exhibitors must have at least one person in attendance at their exhibit at all times event is open to the public, and must care for and keep in good order the space occupied by them, taking every precaution against possible injury to visitors, guests or employees.

RESTRICTIONS - Management reserves the right to restrict or remove exhibits, without refund, that have been falsely entered, or with refund those deemed by Management unsuitable or objectionable. This restriction applies, but is not limited to, noise, P.A. systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to the Show or Management.

LIABILITY - The Exhibitor is entirely responsible for the leased space and shall not injure, mar, or deface the premises. The Exhibitor shall not drive, nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the Facility. Furthermore, Exhibitor shall not affix to the walls or windows of the Facility any advertisements, signs, etc., or use Scotch tape, masking tape or any other adhesive-type material on painted surfaces. Automobiles, trucks and similar conveyances shall have a drip pan and/or protective material under them to safeguard the floor from dirt, oil stains, etc., and all landscaped areas must have a similar barrier under them to safeguard the floor. The Exhibitor agrees to reimburse Management and/or the Facility for any loss or damage occurring to the premises or equipment.

INSURANCE - Exhibitor shall purchase at its sole cost and expense and maintain such insurance through the term of this agreement naming The EVENT Group, Idaho Nursery and Landscape Association, and the Greater Boise Auditorium District as additional insured, as will protect him from claims which may arise or result from the activities of the Exhibitor. Exhibitor shall have Broad Form Comprehensive General Liability Insurance of not less than \$500,000, and deliver to The EVENT Group, upon request, a certificate to such insurance with a 30-day cancellation clause, and payment of the premiums thereon. Neither Management nor the Facility shall be responsible for loss or damage occurring to the exhibit or sustained by the Exhibitor from any cause. Such additional insurance, if desired, must be obtained by the Exhibitor.

LICENSES - Any and all City, County, State or Federal licenses, inspections or permits required by law of any Exhibitor in the installation or operation of his display shall be obtained by the Exhibitor at his own expense prior to the opening of the Show.

RIGHTS OF MANAGEMENT IN THE EVENT EXHIBITION IS NOT HELD - Management shall not be liable for any damage or expense incurred by Exhibitors in the event the Show is delayed, interrupted or not held as scheduled; and if for any reason beyond the control of Management, the Show is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by Management.

MUSIC LICENSING - The playing of protected music by an exhibitor or the performing of live music in a booth is prohibited without a license. Exhibitor shall hold management harmless for all licensing and enforcement of fees for recorded or live music played or performed in their booth space.

EXHIBITOR BADGE - Exhibitor credentials must be shown for entry to exhibit hall. Exhibitors without badges must pay full admission price. Badges are for company employees only.

FORKLIFT SERVICE - Show Management provides complimentary forklift service for the sole purpose of off loading trucks or loading during move-in/out and can not be utilized for setting up your display. Refer to the Exhibitor Manual for specifics on hiring forklift service.

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