



Exhibitor Policy Manual

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This Policy Manual will remain in effect until such time as it is replaced by a revised version.

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Introduction

Nursery/Landscape Expo Policies are based on the philosophy that all exhibitors should be given an equal opportunity to present their product to their audience in an effective manner. These policies are designed to ensure exhibitors equal opportunity to display, while still allowing the greatest flexibility possible within each exhibit. All exhibitors at the Nursery/Landscape Expo are required to comply with the policies contained herein.

Note: For the purposes and intent of this Expo Policy Manual, an exhibitor shall be defined as a company which contracts for space; reference herein to the Nursery / Landscape Expo shall mean the Texas Nursery & Landscape Association, their managers, directors, officers, members, sponsors, employees and agents.

I. Registration

Attendance at the the Nursery/Landscape Expo is limited to employees or representatives of a firm that qualify for membership in the Texas Nursery & Landscape Association (TNLA) or any individual or group authorized by the TNLA Board of Directors.

A. Buyer Registration

Includes a name badge which allows entry to the Expo floor during the official expo hours. Buyer registration may be made in advance or on-site and full payment must accompany each registration. Advance and on-site registration fees, and applicable deadlines, are printed on the Nursery/Landscape Expo official registration form. Fees paid for advance registration are non-refundable. An individual's name on an advance registration can be transferred/changed to another individual with the same company for an additional fee.

B. Exhibitor Registration

Includes a name badge which allows entry to the expo floor. Each exhibitor may have three exhibitor registrations at no cost for each 100 sq. ft. of exhibit space purchased. (*Example: An exhibitor who purchases 200 sq. ft. of exhibit space may have six exhibitor registrations at no cost.*) Any additional exhibitor registrations will be at a cost. Exhibitor badges are for exhibiting company personnel only. Exhibitor registration may be made in advance or on-site and full payment, if applicable, must accompany each registration. Advance and on-site registration fees, and applicable deadlines, are printed on the Nursery/Landscape Expo official registration form. Fees paid for advance registration are non-refundable. An individual's name on an advance registration can be transferred/changed to another individual with the same company for an additional fee.

C. Registration for Children

Includes a name badge which allows entry to the expo floor during any official expo hours. All children, regardless of age, must be registered. Any child under 12 years of age may be registered, at no charge; however, children under 12 must be accompanied by an adult at all times. Registration for children 12 years of age or older will be in accordance with the fees and deadlines printed on the Nursery/Landscape Expo official registration form.

II. Exhibit Space

A. Selection

Exhibit space will be sold on a priority basis and on a first-come-first-served basis after all companies with a priority have had the opportunity to select exhibit space.

Companies will select exhibit space for the next year's expo on a priority basis during scheduled selection appointments. A company with a priority can choose not to contract for space during their appointed selection time. Upon completion of all scheduled priority exhibit selection appointments, any unsold space will be available for sale on a first-come-first-served basis. In the event that there is a waiting list for exhibit space, any company with a priority, who previously waived their priority selection opportunity, will be given selection preference until November 1st (preceding the expo they are selecting for). After November 1, all space requests will be strictly first-come-first-served with no priority considerations.

Priority is determined by the number of years a company has exhibited. Companies who fail to exhibit under their company name for two consecutive years will lose priority. A company does not advance on the priority list if it does not exhibit or it exhibits under another company's name. Any exhibitor who initiates breakdown or removal of exhibit material prior to the official close of the Expo, without written approval from the Expo Manager, will be automatically dropped to the bottom of the priority list. See Section VF of this *Exhibitor Policy Manual* for more information.

A company may select exhibit space only for his or her use. The official sign and all exhibitor name badges for the exhibit space will indicate the name of the company who selected the exhibit space.

The following guidelines regulate the transfer of a priority. Any other circumstance not specifically covered will be ruled on by the Board of Directors of the Texas Nursery & Landscape Association:

1. A company is purchased outright by another company– the priority remains with the business entity.
2. A company sells a division or branch of its company and stays in business – the priority remains with the company. The portion of the company which was sold does not have a priority.
3. A company is owned by a partnership and the partnership splits – the partner who retains the original business entity will retain the priority and the partner who left will also retain the priority if he or she forms another company and exhibits at the next expo.
4. A company changes its name but does not change ownership – the company retains the priority.

B. Agreement

A properly executed copy of the Exhibit Space Rental Agreement must be on file with the Nursery/Landscape Expo before exhibitor may begin move-in.

C. Cost

1. *TNLA Member Exhibitors*

Exhibit space will be sold to exhibitors who are current, paid-up members of TNLA (TNLA membership dues must be paid for the fiscal year in which the expo is held) at the published Member Exhibit Space Rate. A premium, as determined by the TNLA Board of Directors and as published on the exhibit space rate information sheet, will be charged for endcap, island and single corner exhibit spaces.

2. *Non-member Exhibitors*

Exhibit space will be sold to exhibitors who do not qualify for the TNLA member rate at the published Non-Member Exhibit Space Rate. A premium, as determined by the TNLA Board of Directors and as published on the exhibit space rate information sheet, will be charged for endcap, island and single corner exhibit spaces.

A non-member exhibitor can qualify for the member exhibit space rate by joining the Texas Nursery & Landscape Association as an *Active* member prior to paying the exhibit space rental fee in full at the non-member price.

NOTE: The Association reserves the right to not sell an exhibit space due to non-payment of any other past due accounts with the Texas Nursery & Landscape Association.

D. Payment

1. *Deposit*

A minimum deposit of one-half of the total cost of exhibit space, selected during the priority selection time, at the expo is due no later than November 1st following the expo in which the selection was made.

If space is available, and there is not a waiting list, any selection of exhibit space made after the close of the expo must be paid for in accordance with the deadlines and policies as stated herein as they apply to the deposit and final payment for space.

If all exhibit space is sold, payment (in accordance with the deadlines and policies as stated herein as they apply to the deposit and final payment for the exhibit rental fee) must be submitted with the completed, signed Exhibit Space Rental Agreement to be put on the waiting list for exhibit space.

2. *Final Payment*

All exhibit space with an outstanding balance must be paid for in full prior to May 1st preceding the expo. A late penalty of 5% will be imposed on the unpaid balance of all accounts that are past due as of May 1st. No exhibitor will be allowed to move in a display until payment in full has been received.

3. *General*

All payments are to be in U.S. funds only and are payable to the office of the Texas Nursery & Landscape Association, Inc. (TNLA) in Austin, Texas.

E. Cancellation

1. *By Association*

The Association reserves the right to cancel an exhibit space for the following reasons: (1) Non-payment of deposit by due date (2) Non-payment of balance due by due date (3) Misrepresentation of products to be displayed (4) Non-payment of any other past due accounts with the Texas Nursery & Landscape Association.

2. *By Exhibitor*

Exhibitors will have until November 1st to cancel exhibit space without penalty. Exhibit space cancelled after November 1st, and after the deposit or final payment has been made, will be subject to the refund policy stated in Section IIF of this *Exhibitor Policy Manual*. The Nursery/Landscape Expo will honor exhibitor's request for cancellation only if submitted in writing.

F. Refund Policy

After the required payment (deposit or final) is received, the following schedule will be used to determine refund amount:

Date of Cancellation	% of payment refunded to exhibitor
Prior to March 15	70%
March 15-June 15	40%
After June 15	0%

Note: This refund schedule applies only to the *required* payments made on the cancelled exhibit spaces. All penalties will be imposed uniformly and will apply whether or not the space is resold.

Any exhibitor who cancels their participation in the Expo after June 15th and forfeits 100% of the full exhibit space payment, will receive credit to their priority status as having participated in the Expo.

G. Change of Exhibit Location

Once exhibit space has been selected under a priority, partial cancellation cannot be made prior to the close of the Expo. All partial cancellations will be handled through the TNLA office. "Swapping Booths" between exhibitors will not be permitted. After selection of exhibit space is made, a change in location may be made only if the exhibitor takes additional exhibit space.

H. Subleasing of Exhibit Space

No exhibitor may assign, sublet or apportion the whole or any part of the exhibit space assigned to him or her, nor permit any other party to exhibit therein, nor to distribute any promotional or advertising materials in the occupied space other than those manufactured, grown or sold by the exhibitor in the regular course of business.

III. Display Specifications

Various types of booths are available at the the Nursery/Landscape Expo:

- (1) Standard Booth
- (2) Corner Booth
- (3) Endcap Booth
- (4) Island Booth

Exhibit limitations vary with the type of booth. (See Section IV of this *Expo Policy Manual* for detailed descriptions of the Nursery/Landscape Expo booths.) All exhibits are subject to the following restrictions.

A. Display Boundaries

Exhibit space is sold in 10' x 10' blocks. Booths are created by various combinations of those blocks. Dimensions (width, height, and depth) of a booth will vary depending on the number and type of booth purchased. Even though the booth is sold as a 10' X 10' unit, the more accurate width measurement for an interior structure is 9'6". Exhibitors should take this into consideration when determining the dimensions of their booth. No exhibit material may extend beyond the boundaries of the exhibit space.

B. Canopies, False Ceilings, Banners

Canopies, false ceilings and banners must conform to the height restriction stated for each type of booth. (See Section IV of this *Expo Policy Manual*.) Vertical supports up to 3" in width may be used on the front corners of the booth.

C. Booth Equipment and Furnishings

Each exhibit space will have an 8' high backdrap and 36" high side drapes. If an exhibitor selects more than one exhibit space (in a linear configuration), the dividers between all connecting exhibit spaces may be removed. If an exhibitor selects a corner exhibit space, the divider at the end of the exhibit row may be removed. If an exhibitor selects an entire island of exhibit spaces, all dividers and backdrapes may be removed; however, the exhibitor will not be permitted installation of his exhibit in such a manner as to disrupt or change the flow of traffic. Each exhibitor will be furnished at no extra charge a sign showing the company name, city, state and booth number. Additional equipment will be available from the official service contractor. Early-order discounts are offered on most equipment and services provided by the Nursery/Landscape Expo contractors. Orders not qualifying for the discount will be charged at the standard rate. All rates will be published in the Exhibitor's Service Kit furnished by the official service contractor. Exhibitors may bring in their own equipment.

D. Exhibit Area Requirements

1. Badges

Exhibitors must wear their exhibit badge during all show hours.

2. Noise

Exhibitors will maintain exhibit equipment and personnel in such a manner that noise and personnel will not unduly affect the operation of other exhibitors.

3. Area

Exhibitors are required to keep equipment, merchandise and promotional or advertising materials within the confines of the exhibit space contracted for. All exhibits must not be of such nature or arrangement as to obstruct the view or interfere with exhibits of others. Each exhibit area must conform to the master floor plan.

4. Clean-Up

Daily janitorial service will be provided for aisles only. Any rubbish to be discarded from within the booths should be placed in the aisle at the close of the expo each night. If you desire the interior of your booth cleaned, janitorial service is available. Rates are published in the Exhibitor's Service Kit. On dismantle, Exhibitor is responsible for removal of all items brought into the facility. Any product NOT removed from exhibit space by 12 noon on the last day of move out - the cost of labor/equipment to remove product is the responsibility of Exhibitor.

5. Demonstrations

All demonstrations must be confined within the exhibit space. Aisles must not be obstructed at any time. Expo Management reserves the right to determine if a demonstration interferes with others and when, if necessary, it must be discontinued.

IV. Booth Descriptions

A. Standard Booth

1. Definition

One or more standard units in a straight line.

2. Height/Depth

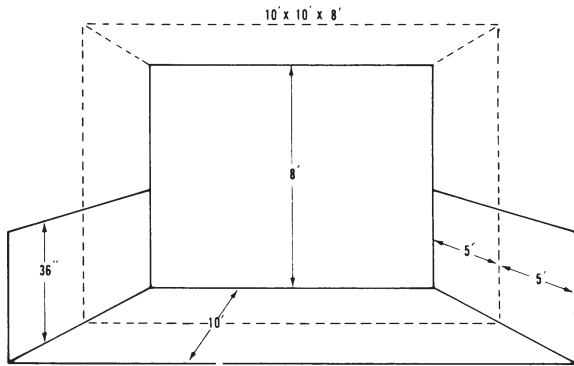
All exhibit spaces have an 8' high backdrap. If materials exceed the 8' height, they must be displayed so that they do not interfere with the overall impact of the exhibit directly behind. In addition, all exhibit materials in excess of 36" in height, and placed within 10 linear feet of an adjoining exhibit, must be confined to that area of the exhibitor's space which is within 5' of the back line. Any violation of this rule must be immediately corrected or possible loss of booth space may result. Exhibit fixtures, components, signs and banners will be permitted to be displayed.

3. Intent

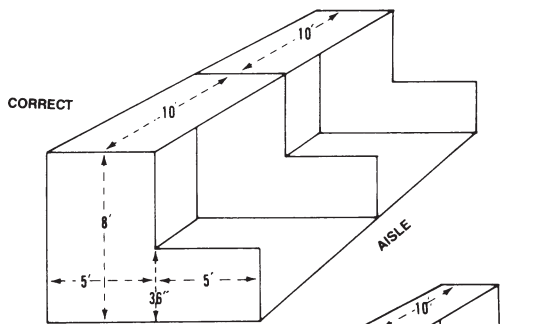
Each exhibitor is entitled to a reasonable sightline from the aisle, regardless of the size of the exhibit. Exhibitors with large space (Example: 30 linear feet or more) should also be able to use as much of the total floor space as possible as long as they do not interfere with the rights of others. The limitation on display fixtures over 36" and within 10 linear feet of a neighboring exhibit is intended to accomplish both of these aims.

Any material exceeding the 8' height must be displayed so that it will not be objectionable to adjacent exhibitors. Expo Management reserves the right to alter objectionable displays and bill the exhibitor for the charges incurred.

STANDARD BOOTH

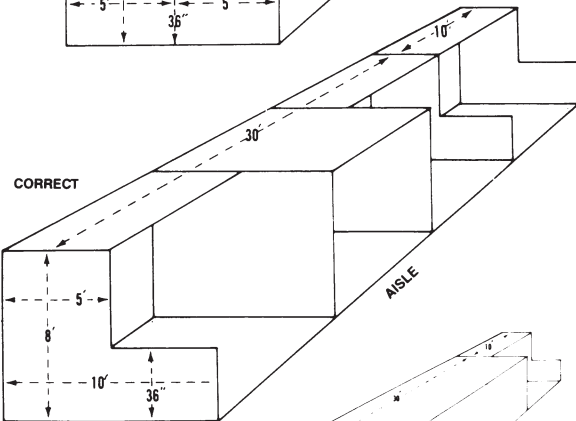


AISLE



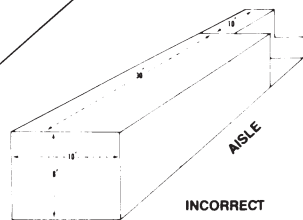
CORRECT

AISLE



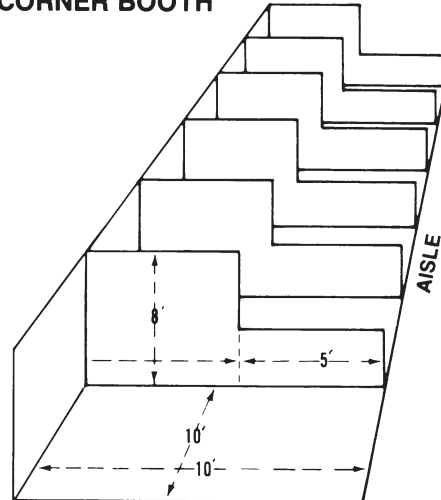
CORRECT

AISLE



INCORRECT

CORNER BOOTH



AISLE

B. Corner Booth

1. Definition

Any single booth located on the corner of an aisle. A corner booth is considered premium booth space.

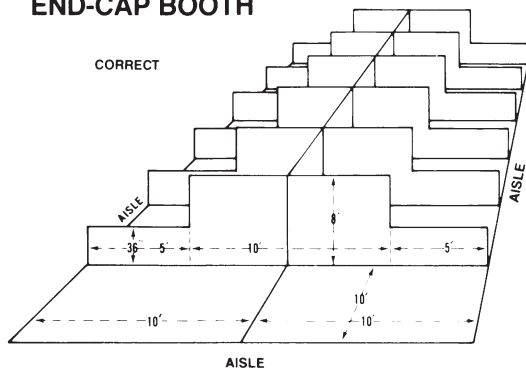
2. Height/Depth

All exhibit spaces have an 8' high backdrapery. If materials exceed the 8' height, they must be displayed so that they do not interfere with the exhibit directly behind. In addition, all exhibit materials in excess of 36" in height, and placed within 10 linear feet of an adjoining exhibit, must be confined to that area of the exhibitor's space which is within 5' of the back line. Any violation of this rule must be immediately corrected or possible loss of booth space may result. Exhibit fixtures, components, signs and banners will be permitted to be displayed.

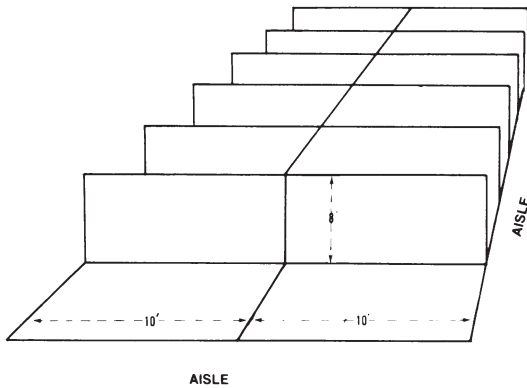
3. Intent

Corner booths offer 20' of aisle frontage. Exhibitors utilizing corner booth space can remove the 36" hide side divider at the end of the exhibit row and receive the extra advantage of additional aisle frontage.

END-CAP BOOTH



INCORRECT



C. Endcap Booth

1. Definition

Back-to-back corner exhibit spaces that are combined to make one booth facing an aisle. The two end spaces of an Endcap Booth are considered premium booth space.

2. Height/Depth

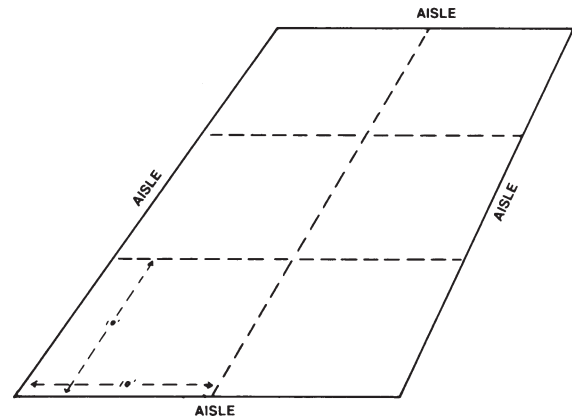
Endcap booths have a 20' wide backdrap. The center 10' of that backdrap is 8' high. If material exceeds the 8' height, it must be displayed so that it does not detract from the overall impact of the adjacent exhibits. The 5' area on either side of the 8' backdrap is limited to displays 36" in height. Exhibit fixtures, components, signs and banners will be permitted to be displayed.

3. Intent

Each exhibitor is entitled to a reasonable sightline from the aisle, regardless of the size of the exhibit. Exhibitors with Endcap Booths should be able to use as much of the total floor space as possible as long as they do not interfere with the rights of others. The limitation on display fixtures over 36" and within 10 linear feet of a neighboring exhibit, is intended to accomplish both of these aims.

Exhibitors in Endcap Booths must finish the back portion of their exhibit so it will not be objectionable to adjacent exhibitors. Expo Management reserves the right to have such finishing done and bill the exhibitor for the charges incurred.

ISLAND BOOTH



E. Island Booth

1. Definition

Blocks of exhibit space with aisles on all four sides. An island booth is considered premium booth space.

2. Height

Exhibit fixtures, components, signs and banners will be permitted to be displayed. Since an Island Booth is automatically separated by the width of an aisle from neighboring exhibits, full use of the floor space is permitted.

3. Intent

When an Island Booth exceeds 8' it does not interfere with other exhibitors because it does not back up to another exhibit.

V. Exhibit Installation

A. Shipment of Exhibit

Exhibits shipped prior to move-in days should be addressed to:

Exhibitor's Name: _____

Booth Number: _____

Drayage address in Expo City

(Furnished in Exhibitor's Service Kit)

Hold For: Nursery / Landscape Expo

Exhibits shipped directly to exhibit hall, to arrive during scheduled exhibitor move-in days, should be addressed to:

Exhibitor's Name: _____

Booth Number: _____

Address of Exhibit Hall (Furnished in Exhibitor's Service Kit)

Hold For: Nursery / Landscape Expo

Refer to *Exhibitor's Service Kit* for itemized list of charges.

Shipments sent to exhibit hall prior to move-in dates **WILL NOT** be accepted. Exhibit material will be received at the exhibit hall beginning at 8:00 a.m. on the first day of the designated exhibitor move-in days.

B. Drayage Contractor

Freeman is the official drayage contractor. Labor will be available to assist exhibitors moving into and out of the exhibit hall, including the off-loading from exhibitor's vehicle, initial placement in booth area, and the loading out of the material.

C. Drayage Charges

1. *Material Handling Services Provided by Freeman With the CHARGES BEING THE RESPONSIBILITY OF EXHIBITOR.*

a. Shipments to Freeman Warehouse

Freeman will accept all crated, boxed or skidded materials up to 30 days in advance of the Expo and will deliver to the designated booth space.

b. All show site shipments which are consigned to Freeman.

c. All show site shipments which are consigned to Exhibitor, but Exhibitor DOES NOT have a representative on-site to sign the carrier paperwork and Freeman must accept liability.

d. Any display (non-product) material which is NOT product sold by Exhibitor in their normal course of business.

e. Any storage of empty crates, boxes or material which Freeman DID NOT unload, but had to store.

f. Any product NOT removed from exhibit space by 12 noon on the last day of move out - the cost of labor/equipment to remove product is the responsibility of Exhibitor.

2. *Material Handling Services Provided by Freeman with NO COST to Exhibitor.*

a. All product sold by Exhibitor will be unloaded, where Freeman has NOT accepted liability, from designated unloading area to booth location. EXAMPLES: Plant material, patio material, equipment, fertilizer, chemicals, fountains, rocks or any other **PRODUCTS SOLD** by Exhibitor.

b. Any show site shipment delivered by a carrier in which Exhibitor has a representative on-site to sign the carrier paperwork.

NOTE: Refer to the Exhibitor Service Kit for itemized list of charges. In addition, all booth work requiring forklifts or other equipment to hold or secure large plants or display materials while structures are built around them, will be charged an hourly rate for the forklift and

operator. Service provided by Expo Management is the delivery of products/materials, sold by the exhibitor in their normal course of business, from the loading dock to exhibit space to loading dock.

D. Staging Area/Marshalling Yard

All vehicles arriving at the convention center during move-in and move-out must first report to the designated staging area. There will be no exceptions. Vehicles will then be disseminated according to booth size and location, required dock space, and product - not necessarily first-come-first-serve.

E. Exhibit Move-In

1. *Move-In Schedule*

Official move-in of exhibits will be from 8:00 a.m. to 5:00 p.m. on the Wednesday and Thursday immediately preceding the opening day of the Expo. For safety reasons, all children 12 years and younger must remain within the confines of the exhibiting company's booth space or accompanied by a parent or guardian during move-in hours.

2. *Move-In Deadline*

All exhibitors must have their materials moved into their booths by 5:00 p.m. on the day preceding the Expo opening. Exhibit material will not be allowed to be brought into the exhibit hall during Expo hours. Company representatives with EXHIBITOR badges may enter the exhibit hall prior to scheduled opening hours on official Expo days for last minute booth preparations.

F. Exhibit Move-Out

1. *Move-Out Schedule*

Official move-out of exhibits will be from 3:00 p.m. to 10:00 p.m. on Sunday, following the official close of the Expo and from 8:00 a.m. to 12:00 noon on Monday. For safety reasons, all children 12 years and younger must remain within the confines of the exhibiting company's booth space or accompanied by a parent or guardian during all move-out hours. **Absolutely NO wheeled carts/hand carts/dollies, wagons, etc. will be allowed in or out of the exhibit hall prior to 3:00 p.m. on the final day of Expo.**

2. *Early Move-Out*

If breakdown or removal of an exhibit is initiated prior to 3:00 p.m., without written approval from the Expo Manager, the exhibitor will automatically be dropped to the bottom of the booth selection priority list. If permission has been granted to an exhibitor to move out early, the exhibitor must break down the booth after the Expo closes for the day. This policy will be strictly enforced.

G. Move-In Equipment

Personal move-in equipment exhibitors are allowed to bring on the show floor is limited to pallet jacks and hand trucks. The official service contractor will provide additional equipment requirements. Exhibitors may drive motorized equipment, with proper safety considerations, into their exhibit space, only if it is a part of their booth display.

H. Maintenance of Exhibit Space

All aisles and lounge areas in the exhibit hall will be cleaned once a day. Exhibitors must cooperate by not throwing refuse, or any material which will endanger public safety and inconvenience other exhibitors, in the aisles during expo hours. Booths must be in order before the opening hour of each expo day. (See Clean-Up, Section III-D4 of the *Expo Policy Manual* for janitorial service information.) Booths not in order will be cleaned up at the expense of the exhibitor. Use of booths and exhibit activities of the exhibitor shall be subject to all requirements and instructions of the Exhibit Facility pertaining to the use of their facility.

Exhibitors shall not injure, mar, mark, paint, or in any manner deface the hall, or use nails, hooks, tacks, pins, screws, or tape on the building. The exhibitor is liable for any and all damages which he or she may cause to the building, or otherwise.

If Expo management is required to cover booth floors or utility boxes due to the nature of the product displayed by any exhibitor, the expense for such action will be passed on to the exhibitor. All boxes will be covered if natural materials are used.

H. Damaged Exhibit Materials

Any exhibit shipped by common carrier that is received in a damaged condition must be reported to the official service contractor, Freeman, immediately for proper action to be taken.

I. Exhibitor-Appointed Installation & Dismantling Contractor

Any exhibitor contracting with an installation and dismantling company for the show must require the company to submit a letter to Expo Management stating which exhibitors they will be serving, along with proof of liability and workers' compensation insurance. It is the exhibitor's responsibility to make sure the company appointed submits the required documentation. Exhibitor-appointed contractors must conform to the policies printed herein and to any that apply to the Nursery/Landscape Expo exhibitors.

VI. Nursery/Landscape Expo Booth Awards

Six awards will be given by the Nursery/Landscape Expo to the exhibitors judged to have the most attractive Greenline exhibit and the most attractive Hardline exhibit. Of those awards, one hardline and one greenline award will be designated for small exhibitors (those with one to three exhibit spaces), one hardline and one greenline award will be designated for medium exhibitors (those with four to six exhibit spaces) and one hardline and one greenline will be designated for large exhibitors (those with seven or more exhibit spaces). **NOTE:** Booths considered for awards must be in full compliance with the the Nursery/Landscape Expo Display Specifications contained herein.

VII. General Exhibit Regulations

A. Expo Hours

The official expo hours are:

Friday 10:00 a.m. - 5:00 p.m.

Saturday 10:00 a.m. - 5:00 p.m.

Sunday 10:00 a.m. - 3:00 p.m.

B. Security

Exhibitors have the sole responsibility for the security of their products at all times since it is impossible for Expo Management and security personnel to determine rightful ownership. Security personnel will be on duty during the entire expo, however, the furnishing of guards shall not be deemed to increase the liability of the Nursery/Landscape Expo, its members, representatives, officers, or employers, nor to modify in any way the assumption of risk and release provided for in Section VII - L and M of the *Expo Policy Manual*. Exhibitors are encouraged to insure exhibit property against loss or theft, and those wishing to do so, must do so at their own expense. Any concern an exhibitor may have regarding the security of his or her products should be discussed with Expo Management.

1. Move-in Security

Security will begin at 8:00 a.m. on the first designated move-in day. Beginning at this time, no property or merchandise of any type may be removed from the exhibit hall without proper identification available for presentation to security personnel on duty.

2. Move-out Security

Security will be provided until 10:00 p.m. on the last Expo day. Exhibitors are responsible for the tear down, storing and/or securing of displays by this time. Exhibitors should not leave exhibit materials unattended. Exhibitors contracting with another party to remove exhibit materials, should make sure that the contracting party understands the Expo policies, as written, and provide them with proper authorization for possession and removal of the exhibit materials. Exhibitor is ultimately responsible for the individual who purchases their booth.

C. Solicitation in Exhibit Hall

Solicitation in the exhibit hall by persons other than exhibitors is prohibited. Persons conducting unauthorized solicitations are subject to expulsion from the exhibit hall. There will be no exceptions. Report all non-exhibitor solicitation to Expo Management at the Information Center or by calling the official Expo Message Center phone number.

D. Drawings and Giveaways

Exhibitors wishing to hold drawings or giveaways of any type should first check with the Expo Management. If permission is granted, all drawings or giveaways must be conducted within the confines of the exhibitor's booth. No public announcement will be made in the exhibit hall or at any official Expo function of the winner or recipient of individual exhibitor's drawings or giveaways; however, the winner or winners will be posted in the message center upon request.

E. Food

Any food products served in a booth must be approved by Expo Management.

F. Balloons

According to convention center rules and regulations, helium balloons are not allowed in the exhibit hall under any circumstance. Balloons of any other type are not allowed in the exhibit hall unless prior, written approval is received from Expo Management.

G. Smoking Policy

The Nursery/Landscape Expo exhibit hall proper is a non-smoking environment. Smoking will be allowed in designated areas *only*.

H. Copyright & Licensing Requirements

Each exhibitor shall be responsible for securing, at their own cost and expense, any and all necessary licenses or consents for any (a) performances, displays, or other uses of copyrighted works or patented inventions and (b) use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party which is used, directly or indirectly by the exhibitor. Each exhibitor agrees hereby to indemnify, defend, and hold the Nursery/Landscape Expo harmless from and against any claim of liability and any incident or resulting loss, cost, or damage (including costs of suit and attorney's fees) for failure to obtain said license or consents and/or for infringements or other violations of the intellectual property rights or the rights of privacy or publicity of any third party.

J. Message Center

During Expo hours a general service and Information Center will be maintained. Incoming phone calls to any person in the exhibit hall will be received at the Expo Information Center. Telephone calls cannot be answered on the Information Center phone.

A paging system will be maintained at the Nursery/Landscape Expo Information Center during Expo hours for official announcements. Paging will be authorized only for emergencies.

K. Exhibitor Service Center

An Exhibitor Service Center will be located in the exhibit facility. Representatives from the official service contractor and other exhibit service contractors will maintain offices at the center during all Expo hours. Any exhibitor needing equipment or services should report to the Exhibitor Service Center.

L. Insurance

Exhibitors agree to maintain such insurance that will fully protect the Nursery/Landscape Expo 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 the exhibitor's display. Exhibitor agrees to indemnify and hold harmless the Nursery/Landscape Expo 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 the exhibitor. Exhibitors wishing to insure their property must do so at their own expense. **(Exhibitors are advised to add on to their existing insurance a portal-to-portal coverage protecting them against the loss/damage to their materials by fire, theft, accident, etc.)** All exhibitors should have at least one attendant in their booth at all times, especially when exhibits are being moved in or moved out, to protect themselves against loss. No responsibility is assumed by the Nursery/Landscape Expo for goods delivered to the "exhibit areas", or for materials left in the "exhibit areas" at any time.

Exhibitors are required to have Certificates of Insurance available for inspection by the Nursery/Landscape Expo.

M. Nonliability

It is expressly understood and agreed by each and every contracting exhibitor and his or her guests that neither the Nursery/Landscape Expo nor their employees nor their contractors shall be liable for loss or damage to the goods or properties of exhibitors.

On signing the Exhibit Space Rental Agreement, exhibitor releases and agrees to indemnify the Nursery/Landscape Expo, their managers, officers, members, sponsors, employees, and agents and indemnify 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 the exhibitor's display space or arising out of exhibitor's participation in the exhibition, 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, 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.

The exhibit hall is not liable to the exhibitors for any damage to or for the loss or destruction of any exhibit or the property of the exhibitor by fire or other casualty covered by an extended coverage endorsement to a fire insurance policy, whether caused by negligence of the hall, its officers, agents, servants, employees or otherwise, all claims for any such loss or damage being expressly waived by the exhibitor who agrees to indemnify and hold the exhibit hall harmless for such claims.

N. Cancellation of Exhibition

Should any eventuality cause cancellation of the exhibition, the Nursery/Landscape Expo shall not be liable for any expenses incurred by the exhibitor other than the rental cost of the exhibit space less decorating cost. Refund of said rent shall be the maximum limit of the Nursery/Landscape Expo's liability to the exhibitor.

O. Americans with Disabilities Act Compliance

It is the policy of the Nursery/Landscape Expo to comply with the Americans with Disabilities Act, and with all Texas law regarding access for persons with disabilities. For access and compliance information contact: The Texas Governor's Committee on Persons with Disabilities, P. O. Box 12428, Austin, Texas 78711; (512) 463-5739 voice, (512) 463-5746 TDD.

P. Permits

Exhibitors are responsible for securing any and all permits required by law or local ordinance.

1. Sales & Use Tax Permit

An exhibitor without a Texas location needs a sales and use tax permit. There is no fee for such a permit. Application packets are available from The Texas Comptrollers's Office at (800) 252-5555

2. Nursery & Floral Registration

An exhibitor who plans on releasing control of his/her product (by sale, lease or distribution) at the Nursery/Landscape Expo must obtain an event permit from the Texas Department of Agriculture (TDA). Registration information is available from TDA at (512) 463-7583.

Q. Policy Amendment

All points not covered herein are subject to settlement by the Texas Nursery & Landscape Association (TNLA) Board of Directors, and they reserve the right to make such changes, amendments and additions to these rules and/or the arrangement of the Expo floorplan, as they shall deem necessary for the good of the Expo.

VIII. Expo Officials & Final Authority

In cases of controversy, the exhibitor may request the Expo Manager for a solution to the problem. If the Expo Manager is not available, the Assistant Expo Manager will have authority to decide the issue. In the event a question of policy occurs, the exhibitor may present the problem, through the Expo Manager or Assistant Expo Manager who shall make their recommendation directly to the Board of Directors of the Texas Nursery & Landscape Association at a regularly scheduled meeting. The Board of Directors of the Texas Nursery & Landscape Association shall be the final authority.

E.D. Edmondson, President, Texas Nursery & Landscape Association
Expo Manager

Amy Graham, Vice President, Texas Nursery & Landscape Association
Assistant Expo Manager

Amy Prenger, Texas Nursery & Landscape Association
Exhibits Manager

Mike Yelverton, Texas Nursery & Landscape Association
Exhibits Manager

Future Expo Dates

2010

August 20-22

Henry B. Gonzalez Convention Center
San Antonio, Texas

2011

August 19-21

Dallas Convention Center
Dallas, Texas

2012

August 17-19

George R. Brown Convention Center
Houston, Texas

2013

August 16-18

Dallas Convention Center
Dallas, Texas

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website: www.nurserylandscapeexpo.org