

2020 NURSERY/LANDSCAPE EXPO



EXHIBITOR POLICY MANUAL

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Effective date: September 1, 2019

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

Contents

I. Registration	
A. Buyer Registration.....	1
B. Exhibitor Registration.....	1
C. Registration for Children.....	1
II. Exhibit Space	
A. Selection	1
B. Agreement.....	2
C. Cost	2
1. TNLA Member Exhibitors.....	2
2. Non-member Exhibitors	2
D. Payment	2
1. Deposit.....	2
2. Final Payment.....	2
3. General.....	2
E. Cancellation	3
1. By Association	3
2. By Exhibitor	3
F. Refund Policy	3
G. Change of Exhibit Location	3
H. Subleasing of Exhibit Space	3
III. Display Specifications	
A. Display Boundaries	3
1. Cubic Content Rule	
2. Completed Appearance	
B. Canopies or False Ceilings.....	3
C. Booth Equipment & Furnishings.....	4
D. Exhibit Area Requirements	4
1. Badges.....	4
2. Noise	4
3. Area	4
4. Clean-Up	4
5. Demonstrations.....	4
IV. Booth Descriptions	
A. Standard Booth	4
B. Corner Booth.....	4
C. Endcap Booth.....	4
D. Island Booth	4
V. Exhibit Installation	
A. Exhibit Move-In Schedule.....	5
1. Move-In Schedule	
2. Move-In Deadline	
B. Staging Area/Marshalling Yard.....	5
C. Product Handling Options.....	5
1. Personal Move-In.....	5
2. Shipment of Exhibit.....	5
3. Product Handling/ Drayage Contractor.....	5
4. Product Handling/ Drayage Charges.....	5
a. Material Handling Services- Trailer/Pallet Jack * Unloading/Loading * Stacking	
VI. Maintenance of Exhibit Space	
VII. Move-Out Schedule	
A. Move-Out Schedule	6
B. Early Move-Out	6
C. Damaged Exhibit Materials	6
D. Exhibitor-Appointed Installation Dismantling Contractor.....	6
VIII. Booth Awards	
Best Booth Awards	7
IX. General Exhibit Regulations	
A. EXPO Hours.....	7
B. Security	7
1. Move-In.....	7
2. Move-Out.....	7
C. Solicitation in Exhibit Hall.....	7
D. Drawings and Giveaways	7
E. Food.....	7
F. Balloons	7
G. Smoking	7
H. Copyright & Licensing.....	7
I. Message Center	8
J. Exhibitor Service Center.....	8
K. Insurance.....	8
L. Nonliability.....	8
M. Exhibition Cancellation	8
N. Americans With Disabilities Act.....	8
O. Permits	8
1. Sales & Use Tax.....	8
2. Nursery & Floral Registration	8
P. Policy Amendment.....	8
X. EXPO Officials	
Final Authority Designation	9
EXPO Management.....	9
XI. Future EXPO Dates	
Future EXPO Dates.....	9

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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. By signing the Exhibit Space Rental Agreement, you have agreed to abide by all policies contained herein.

Note: For the purposes and intent of this Exhibitor 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 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 Tradeshow 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 subject to TNLA's Official Cancellation Refund Policy. 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 Tradeshow 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 subject to TNLA's Official Cancellation Refund Policy. 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 All Children

Includes a name badge which allows entry to the Tradeshow floor during any official Tradeshow 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 and Child Waiver Agreement.

Exhibitor Child Badge - Exhibitor Child badge must be accompanied with an Exhibitor Badge and allows entry to the Tradeshow floor during move-in, tradeshow, and move out. NOTE: Dangerous heavy equipment is being used during move-in and move-out and results in an unsafe environment for small children. Because of this safety risk, children are **strongly discouraged** during these hours.

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 p o i n t 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 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 1 (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 points are determined by the number of booths selected, TNLA Membership, and EXPO Sponsorship.

- 2020 Priority Points determined first by **number of booths** – If an exhibitor has 8 booths in the 2020 show, he will receive 8 points for their 2021 booth selection.
- If that same company is also a **TNLA Member**, they will receive 1 additional point for Membership.
- If that same company is also an **EXPO Sponsor**, they will receive 1 additional point for Sponsorship

Example: Current Exhibitor has earned 25 priority points. In 2020 they have 8 booths, are a TNLA Member, and an EXPO Sponsor for the 2021 show. That company will add 10 points to their current 25 points for 2020 booth selection. (8 for number of booths, 1 for Membership, 1 for Sponsorship)

Companies who select 600 sq. ft. or more (6 or more booths) will be placed in a special pre-selection group that selects space before the Tradeshow and regularly scheduled priority selection on a date/time assigned by EXPO Management. Companies who select during this special pre-selection process, must choose from current availability marked on the floor plan and may not combine booths unless there is not an available configuration available for their current needs. Only in this case, may blocks of booths be combined to create the appropriate size island. Partial cancellations for companies who select during this pre-selection group cannot be guaranteed the same location as originally selected.

If 600 sq. ft. or more is not selected, the company will be assigned an appointment during the regularly scheduled priority process held during the Tradeshow.

Companies who fail to exhibit under their company name will lose all priority points and be dropped to the bottom of the priority list. Exceptions will be made due to Acts of God or some other EMERGENCY where they are unable to participate. 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 unless Company signs over rights to division sold thereby losing priority rights for future use
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. Upon initial booth selection, there will be a \$100 per 100 sq.ft non-refundable deposit due at the time of booth selection. This deposit is applied to the balance of your booth.

2. *50% 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.

3. *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: **NOTE: The \$100 deposit per 100 sq ft is NON-REFUNDABLE at any time.**

Date of Cancellation	% of payment refunded to exhibitor (After \$100 per 100 sq ft)
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 Tradeshow. 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, however, Exhibitors who represent multiple companies or lines in their regular course of business may display materials from those companies. Note: Only the contracting company receives TNLA Priority and held responsible for exhibit space.

III. Display Specifications

Various types of booths are available at 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 *Exhibitor 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.

1. CUBIC CONTENT RULE – Under the cubic content rule, each exhibitor may build right up to the front of their booth, up to the maximum allowable height (30 feet). There are no sight guidelines under the cubic content rule. No portion of your display or structure may extend into the aisle, including the air space above the aisle. This rule allows exhibitors to make maximum use of their booth space. Signs, display material, products, tables, or lights cannot protrude into the aisles or encroach upon neighboring booths nor exceed the height limitations for your display area (30 feet). Any obstructions that are placed in the aisle, passageways, or exits will be removed at the Exhibitor's expense. *All visible sides of the booth (including exposed framework) must be completed in a professional manner. See below for definition of 'Completed Appearance'.*

2. COMPLETED APPEARANCE – Any portion of an exhibitor's display which extends or protrudes above or beyond that of the booth adjoining to the rear or side must, at the Exhibitor's expense, be completely smooth, flush-finished with no exposed framework. It must be completed in such a manner as not to be unsightly to exhibitors in the adjoining booth or others. EXPO Management reserves the right to make judgment as to whether a booth shall be finished on-site. If such surfaces remain unfinished at 5 pm the day before Tradeshow opening, EXPO Management shall authorize the official service contractor to complete the necessary finishing, and the Exhibitor must pay all fees accumulated.

B. Canopies, False Ceilings, Banners

Canopies, false ceilings and banners must conform to the display restriction stated for each type of booth. (See Section IV of this *Exhibitor Policy Manual*.)

C. Booth Equipment and Furnishings

Each exhibit space will have an 8' high backdrape 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 are 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. The exception: Island spaces must request a sign be printed. This sign is printed at no charge. Additional furnishings 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 furnishings.

D. Exhibit Area Requirements

1. Badges

Exhibitors must wear their exhibit badge during all Tradeshow 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 furnishings, 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 Tradeshow 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/debris NOT removed from exhibit space by the close of official move-out hours - the cost of labor/equipment to remove product is the responsibility of Exhibitor. Exhibit space must be left "broom ready".

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 Inline Booth

1. Definition

One or more standard units in a straight line.

B. Corner Booth

1. Definition

Any single booth located on the corner of an aisle. A corner booth is considered premium booth space. Corner booths offer 20' of aisle frontage. Exhibitors utilizing corner booth space can remove the 36" high side divider at the end of the exhibit row and receive the extra advantage of additional aisle frontage.

C. Endcap Booth

1. Definition

Back-to-back corner exhibit spaces that are combined with a 20' backdrape to make one booth facing an aisle. The two end spaces of an Endcap Booth are considered premium booth space.

D. Island Booth

1. Definition

Blocks of exhibit space with aisles on all four sides. Island booths do not come with any pipe & drape.

An island booth is considered premium booth space because it does not back up to another exhibit.

V. Exhibit Installation

A. Exhibit Move-In Schedule

1. Move-In Schedule

Official move-in of exhibits will be from 8:00 a.m. to 5:00 p.m. on the Tuesday and Wednesday immediately preceding the opening day of the Tradeshow. 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 Tradeshow hours. Company representatives with EXHIBITOR badges may enter the exhibit hall prior to scheduled opening hours on official Tradeshow days for last minute booth preparations.

B. Staging Area/Marshalling Yard

All vehicles arriving for unloading at the convention center docks 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.

C. Product Handling Options

1. Personal Move-In

Personal move-in equipment exhibitors are allowed to bring on the show floor is limited to manual pallet jacks and hand trucks and must be operated by Exhibitor only. 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.

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.

2. Shipment of Exhibit

Shipments sent to convention center prior to move-in dates **WILL NOT** be accepted. Exhibit material will be received at the convention center beginning at 8:00 a.m. on the first day of the designated exhibitor move-in days. Refer to *Exhibitor's Service Kit* for itemized list of charges and shipping addresses

Shipments to Freeman Warehouse – The cost of storage for pallets and crates is included in the cost for Advance Warehouse Shipments.

3. Product Handling / 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. See below for a description of charges.

4. Product Handling/Drayage Charges

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

- 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. **(Charges include in/out services)**
- All show site shipments which are consigned to Freeman.
- 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.
- Any display (non-product) material which is NOT product sold by Exhibitor in their normal course of business.
- Any storage of empty crates, boxes or material which was not shipped to Freeman warehouse.
- Any product NOT removed from exhibit space by the official end of move out - the cost of labor/equipment to remove product is the responsibility of Exhibitor.

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

- 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.
- 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.
- Any show site shipment delivered by a carrier in which Exhibitor has a representative present at loading dock to sign the carrier paperwork. Unloading of product is subject to charges for items listed above.

NOTE: Refer to the Exhibitor Service Kit for itemized list of charges.

VI. 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 Tradeshow hours. Booths must be in order before the opening hour of each Tradeshow day. (See Clean-Up, Section III-D4 of the *Exhibitor 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.

VII. Exhibit Move-Out

A. *Move-Out Schedule*

Official move-out of exhibits will be from 3:00 p.m. to 10:00 p.m. on Saturday, following the official close of the Tradeshow and from 8:00 a.m. to 12:00 p.m. on Sunday. (Note: Carts and forklifts are not available until aisle carpet is rolled up at approximately 4:00 p.m.) **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 the Tradeshow.**

B. *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 Tradeshow closes for the day. This policy will be strictly enforced.

C. *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.

D. *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.

VIII. 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 Nursery/Landscape EXPO Display Specifications contained herein.

IX. General Exhibit Regulations

A. EXPO Hours

The official Tradeshow Exhibit Hours are:

Thursday	10:00 p.m. - 4:00 p.m.
Friday	10:00 p.m. - 4:00 p.m.
Saturday	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 *Exhibitor 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 Tradeshow 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.

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.

E. Food

Any food products served in a booth must be approved by EXPO Management and the exclusive convention center catering contractor.

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.

I. Information 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.

J. 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 Tradeshow hours. Any exhibitor needing equipment or services should report to the Exhibitor Service Center.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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 Comptroller'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.

P. 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.

X. 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 Director of EXPO Exhibits 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 the Director of EXPO Exhibits 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.

Amy Graham, President, Texas Nursery & Landscape Association

agraham@tnlaonline.org – 512.426.3834

EXPO Manager

Amy Prenger, CEM, Texas Nursery & Landscape Association

amy@tnlaonline.org – 512.736.4784

Director, EXPO Exhibits & Membership

Sarah Riggins, CEM, Texas Nursery & Landscape Association

sarah@tnlaonline.org – 512.557.3695

Director, EXPO Operations & Marketing

Mike Yelverton, TCNP, TCWSP

Texas Nursery & Landscape Association

mike@tnlaonline.org – 512.775.5814

Sales Executive, Business Development

XII. Future EXPO Dates

2020

August 13-15

Henry B Gonzalez Convention Center San Antonio, Texas

2021

August 5-7

Henry B Gonzalez Convention Center San Antonio, Texas

2022

August 11-13

Henry B Gonzalez Convention Center San Antonio, Texas

2023

August 10-12

Henry B Gonzalez Convention Center San Antonio, Texas

2024

August 15-17

Henry B Gonzalez Convention Center San Antonio, Texas

Texas Nursery & Landscape Association 7730 South IH-35 | Austin, Texas 78745-6698
800.880.0343, 512.579.3857, Fax 512.280.3012

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