

MARCH 16 - 20, 2016

San Mateo Event Center

2495 Delaware St, San Mateo, CA 94403

Contact Information for Exhibitors

Lynette Stavros, Exhibits Manager

415-684-7278 ext. 6

Lynette@sfgardenshow.com

Early Bird Application – Apply Now and SAVE – Prices Valid Through May 31st2015

San Francisco Flower & Garden Show

PO Box 2190, Clovis, CA 93613 Office: 415-684-7278 Fax: 415-684-7281

www.SFGardenShow.com

Show Hours:

10:00 am – 7:00 pm Wednesday – Saturday 10:00 am – 6:00 pm Sunday

Move-In: March 14 & 15

Move-Out: March 20 (after closing) & 21

Reminders:

- Plant, flower & orchid markets limited to plant vendors
- Don't forget to order storage & parking.
- Order forms for other service will be available early January 2016

SAN FRANCISCO FLOWER & GARDEN SHOW 2016 - Exhibitor Information

Thank you for your interest in exhibiting at the San Francisco Flower & Garden Show, to be held at the San Mateo Event Center March16-20, 2016. This will be the 31st year of this world renowned event dedicated to bringing the finest products and ideas together for just five days each March; to share our passion with all that want to learn and be inspired. We do hope that you'll join us in this annual celebration.

The following pages will answer many of the questions you may have concerning your participation. Your Exhibits Manager, Lynette Stavros is always available to help you with the booking process and answer any questions. Don't hesitate to contact her at 415-684-7278 ext. 6 or Lynette@sfgardenshow.com

If you are a nonprofit or educational exhibitor please see the separate application form on our website at: www.sfgardenshow.com/xxxxx?

EXHIBIT SPACE:

Exhibit space is offered by the square foot and is available from 50 sq. ft. and up in size. There are a variety of sizes; the most common being a 10′ x 10′ (100sq.ft.). Each space includes:

- Exhibitor identification sign, 44 in. x 7 in.
- Four (4) wristbands per Exhibitor. These are for exhibitor staff <u>only</u> for entry to work at the show. Additional wristbands can be purchased for \$10 per day up to an additional 2 wristbands per 100 sq. ft.
- Exhibitor listing in the Official Show Guide distributed on-site (to guarantee being in Show Guide, exhibitors must have application approved and full payment received by Jan. 2, 2016, and submit accurate information prior to Feb. 1, 2016.
- The exhibit space price does not include decorations, electricity, storage, furnishings, parking, freight, forklift service or other services, all of which are available for additional fees. Storage and parking passes can be ordered on this application. Order forms for all other items will be in the Exhibitor Kit available in early 2016.

PERMITS, FEES & INSURANCE:

- <u>California State Seller's Permit t Resale Number</u>: All exhibitors must have a resale number or must obtain one prior to the Show. There is no charge for this permit. You can find instruction for obtaining your permit on the California Board of Equalization Franchise Tax Board website at: www.boe.ca.gov
- <u>San Mateo County Business Licensing Fee</u>: The County requires that each exhibitor has a San Mateo County business license, which is specific for the event. The \$5 fee is included on the Application form.
- Insurance: Each exhibitor is required to submit an additional insured certificate naming the Show and San Mateo Event Center and the management of both as additional insured. Specific instructions will be supplied.
- Parking: The San Mateo Event Center controls all parking for the event. The charge is \$12/day for parking during the Show. A 1-day and 5-day parking pass is available. You can pre-order the passes through the Show or you may purchase them directly from the Event Center at move-in. If you wish to pre-order through the Show please add the total to your Application.
- <u>Health Permit</u>: If you will be sampling food or beverage at the Show you will need to complete the County permit application and obtain the permit through the Show. The current fee is \$98. Any increase in 2016 will be the exhibitor's responsibility.
- <u>Storage:</u> The Show offers inside and outdoor storage. This allows you to easily restock during the Show hours. To order storage include the square footage desired on the Application and include the cost in your total.

APPLICATION TERMS:

- One third deposit of your Total Cost is due with the application. A second payment of 1/3 is due September 1, 2015, and the final balance is due by January 2, 2016. If payment is not received, late fees of \$50 per month are applied to any remaining balances.
- Apply online at www.sfgardenshow.com/exhibitors/app and Save \$25.
- Booths are generally <u>assigned in the order in which applications are received</u> so APPLY EARLY! Booth allocation is subject to the sole discretion of Show Management. Every effort will be made to honor your selection but we reserve the right to make modifications if necessary for the good of the Show.
- Specific move-in times are assigned according to exhibit location.
- All Exhibitor Applications will be reviewed; and if accepted this Application, complete with the Agreement Provisions, Par. (s) 1-23 and the exhibit display policy will become the final Contract. Show Management reserves the right to change any of its policies, elements, layouts, themes, designs, entertainment, participants, hours of operation or any other facet of the Show at any time.
- Management reserves the right to dismiss exhibitors with non-appropriate products or services based on the Show's own determination of what is "appropriate". Exhibitors may not sublet their space without express written permission.
- Management reserves the right to modify booth configurations, booth sizes, specific exhibitor decorations and design elements and any other facet of Show or Exhibitor space in order to accommodate building code mandates and/or items that will improve the overall utility of the Show.
- · Payments via personal check should include the exhibitor name on the check. Visa, MasterCard and Discover are accepted.
- Cancellation Policy: All payments are non-refundable except as noted in the Agreement Provisions Par. 9.

PRODUCTS & SERVICES:

Exhibits must be of high quality and the products or services exhibited must be clearly related to gardening and "green living".

All applicants, returning or new exhibitors will be reviewed to ensure products and services are related to gardening, "green living" or other show themes. These rules will be rigorously enforced. Show management reserves the right to reject applicants based on quality or appropriateness of their products or service to the Show. Exhibitors who arrive for move-in with products or services inconsistent with those stated in their application or inconsistent with show expectations, will not be admitted and not receive a refund. During the show, management reserves the right to insist exhibitors remove any unauthorized or inappropriate products.

New Exhibitors:

New exhibitors are <u>required</u> to submit a combination of written description, literature, photos and/or samples of products/services to be exhibited. Submit your information to the Exhibits Manager, Lynette Stavros at Lynette@SFGardenShow.com

EXHIBITOR CATEGORIES:

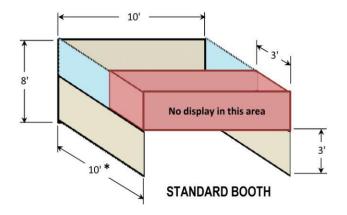
- Plant & Flower Market: Living plants, bulbs, seeds, catalogs of plant material and fresh cut flowers only.
- **Commercial Exhibits:** Any products related to plants, gardening, flowers and outdoor living. Examples are tools, soils, fertilizers, outdoor furniture and accessories, hardscape, garden or flower-related art and décor.
- **Educational Exhibits:** Non-profit organizations including plant societies, garden clubs, arboreta, botanical gardens, trade associations and environmentally friendly groups. Retail sales are not permitted, but sales of memberships in the exhibiting organization are encouraged. To apply please use the Educational/Nonprofit Application form.

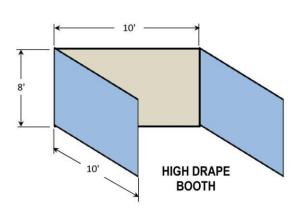
TYPE OF EXHIBIT SPACES:

• **Standard Booth:** Both inline and corner booth configuration will have an 8' high back drape with 3' high side drape. The corner booth will have just one side drape and will be open to an aisle on two sides. The inline booth will be open to an aisle on one side and will have a 3' high drape separating the exhibit space from the adjacent booths on each side.

<u>DISPLAY RESTRICTIONS</u>: Starting at the aisle, the display in the first 3' of the booth may not exceed 3' in height. In the balance of the exhibit space the display may be up to 8' high. This display policy is designed to allow clear sight down the aisle and will be enforced. Please see illustration below.

- **High Drape Booth:** This booth will have 8' high drape on all three sides of the booth, opening to just one aisle. Corner booths will have an 8' high back drape and one 8' high side drape. There are no clear sight display restrictions for this type of booth. There is a limited supply of this booth type.
- Tall Wall Booth: The height restriction is increased to 12'. There is a limited availability along the perimeter of the Expo Hall. The clear sight display restrictions will be enforced with this type of booth, but the back wall height can be 12' vs. 8'. If the wall of an adjoining exhibitor is shorter than your wall(s), then the backside of your wall must have a "finished" appearance. It will be your responsibility to provide material to finish the backside and to coordinate the finish with your neighbor prior to the Show. The Exhibits Manager will provide contract information.
- **Premium Booths:** Certain booths located near the display gardens, on the main traffic aisles or in otherwise highly desirable locations. Marked with a P on the floor plan. Where applicable the clear sight policy will apply.







2016 EXHIBITOR APPLICATION/CONTRACT SAN FRANCISCO FLOWER & GARDEN SHOW MARCH 16 - 20,2016



SAN MATEO EVENT CENTER

PO Box 2190, Clovis, CA 93613 415-684-7278

Before completing this application, please care Contact:	fully read the exhibitor qualifica	tion, explanation of ex Email:	hibit space	e and exhibitor	regulations.			
Company:		Website:		<u> </u>				
Address:		_						
City:		State:		Zip:				
Phone:	Fax:	_	Cell:					
Name on Sign								
California Seller's Permit No. (Resale) California Contractor's License No.:					Not Applicable			
This contract is between the San Francisco Flower of this Contract, Agreement Provisions, Par.(s) 1-23							I the terms	
SIGNATURE					Date:			
Check the categories below which apply Retail Nursery Tools/Equipment Outdoor Furniture/Appliances Gain	Soil/ Fertilizer Décor/Arts/Craf Other	=	Living Plant Material Pots/Fountains					
Booth Preference: Size:		Exhibit Spac	e:	Total Square Feet	Price/ Sq.Ft.		Total	
1 st 2 nd	3 rd	Standard	Aisle			=_	_	
I request a Tall Wall space I reques	t an outdoor space		Corner		x 20.00	=_	_	
List Products or Services you wish to d	icalay or promoto at the	High Drape	Aisle		x 17.50	=_	_	
thow. Provide brand names if applicable.	isplay of promote at the		Corner		x 21.50	=_	_	
		Plant Market	Aisle		x 10.75	=_	_	
AYMENT TERMS: One-third (1/3) non-transfer	ahla non-refundahladanosit		Corner		χ 12.75	=_	_	
nust accompany this application/contract; 1/3 c Jan. 2,2016 . If application is not accepted a	Premium	ADD		x 1.00	=_	_		
Mail payment & contract to: San Francisco Flower & G		Educational	PLEASE	E SEE SEPARA	TE APPLICA	TION		
PO Box 2190, Clovis, CA		OTHER FEES						
Fax credit or debit card payment & contra	Inside Storage	-		x 3.00	=			
If paying by credit or debit card enter info	Outside Storag	e /sq.ft.		x 3.00	=_			
Payment Amount: \$ Min. 1/3 of total due at booking		Parking Permit	– 5 day		x 40.00	=_	_	
lame on card:		Parking Permit	– 1 day		x 8.00	=_	_	
ard Type Visa MC Disc Check here to	San Mateo Co. Subject to Change			e 98.00	=_	_		
EXPIRES / CVC Code		County License Fee and 500WElectrical — required = 60.00 for each exhibitor						
4 digits of Zin Code		Eco-friendly SA	VINGS –	apply online a	nd <u>deduct</u> \$2	25.	<u>-</u>	
pilling address								

My signature authorizes the San Francisco Flower & Garden Show to charge the 1/3 or

balance on Jan 2,2016. If not otherwise paid by the due date, use this card to charge all

the Payment Amount above, whichever is greater. 1/3 is due on Sep 1, 2015 and

payments when due. I understand and agree that payments are non-refundable.

- 1. Exhibitor agrees to indemnify and save harmless the San Francisco Flower & Garden Show (herein referred to as SFFGS), its officers, agents, deputies, 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 all persons to whom Exhibitor may be liable under any workman's compensation law and exhibitor himself from any loss, damage, cause of action, claims or suits or damages including but not limited to loss of property, goods, loss profits, wares or merchandise, caused by, arising out of, or any way connected with the exercise by the Exhibitor of the privileges herein granted.
- 2. Exhibitor agrees, understands and hereby warrants that the use of the exhibit space as hereby designated and set forth above is solely for the purposes as set forth in this agreement and it is understood and agreed that the use of the exhibit space for any other purpose than set forth shall be cause for termination of this agreement and give the SFFGS the right to re-enter and repossess the exhibit space as designated in this agreement.
- 3. SFFGS makes no warranties, either expressed or implied, concerning the profitability of this show for the Exhibitor and/or the amount of attendees expected to attend the show.
- 4. Exhibitor agrees that he or his duly authorized representative shall be in the exhibit area at all times during the regularly scheduled daily hours of the show in which the exhibit area is open to the public, and shall be on said premises during all such times to receive any and all notices and instructions from SFFGS or its duly authorized representatives.
- 5. Exhibitor agrees that this agreement is personal, he will not sublet, sell or assign all or any part of the space covered by this agreement or any rights in, to or under this agreement without first obtaining written consent thereto from SFFGS. Nothing in this agreement shall be interpreted to mean that such consent must be provided and SFFGS reserves the right to refuse any such sublet, assignment or sale. Exhibitor shall make no alterations in or changes to the exhibit space provided without permission of SFFGS.
- 6. Exhibitor understands and agrees that in order to attract the public to this show there must be an appropriate assortment of exhibits of proper quality with proper distribution within the show. SFFGS reserves the right to reassign booth spaces in order to improve the distribution, quality and assortment of exhibits.
- 7. Each exhibitor exhibits at his own risk in every respect, and should take steps to insure himself against any loss or damage, however caused. All Exhibitors are fully liable for any and all loss, injury or accident to themselves and any other person caused by any process or items inside or outside the exhibition venue for which they, or their representatives or servants, are responsible. No liability for such losses, injuries or accidents will be accepted by SFFGS. SFFGS will provide floor security service during the show. However, SFFGS assumes no responsibility should an Exhibitor experience any loss or damage that may result directly or indirectly from the collapse of its exhibit whatsoever. Exhibitor hereby agrees to indemnify and hold harmless SFFGS, the owner and manager of the exhibition venue from and/or against any claim loss or liability as a result of an Exhibitor's construction, engineering or maintenance of an unsafe exhibit or display. Also the Exhibitor shall obtain all adequate insurance to cover any and all claims or liability should damage or claims be made.
- 8. SFFGS reserves the right to restrict exhibits which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or remove any exhibit which, in the opinion of SFFGS, may detract from the general character of the Show as a whole, or consist of products or services inconsistent with the purpose of the Show. This reservation includes persons; things, conduct, printed material or anything of a character, which SFFGS determines is objectionable. In the event of such restriction or removal, SFFGS shall not be liable for any refunds or other exhibit expenses.
- 9. Cancellation of Exhibit space by Exhibitor will be accepted by SFFGS provided written notice is received. Based on the date such notification is receive the following cancellation fees will be assessed:
 - On or before Oct. 1st; cancellation fee will be 75% of the total value of the exhibit space rental fees, balance will be refunded to Exhibitor.
 - After Oct. 1st; a cancellation fee of 100% will be assessed on total exhibit space rental fees.
- 10. SFFGS assumes no responsibility whatsoever should a show be cancelled, delayed or relocated as a result of any Act of God, or a result of a strike, riot, civil disorder, etc. The Exhibitor shall be responsible for payment for exhibit space regardless. All exhibit space must be occupied by 6:00 p.m. prior to the first day of the show's opening or said exhibit space will be considered cancelled and become property of SFFGS.
- 11. Exhibitor will be responsible for any and all licenses, permits or approvals required such as but not limited to; obtaining a Tax ID number, collecting and paying all city, state or local taxes, license fees or any other charges due to any governmental agency.

- 12. Exhibitor agrees to operate said stand or exhibit space, according to the rules and regulations specified in this agreement and incorporated herein by reference. Said rules and regulations are promulgated by SFFGS for the sake and efficient operation of the show and as such the SFFGS reserves the final and absolute right to interpret the rules and regulations, arbitrarily settle and determine all matters, questions and differences in regards thereto or otherwise out of, or connected with the show.
- 13. SFFGS makes absolutely no warranties with respect to limitations on the quantity of competitor's spaces at the show including but not limited to, the types of goods offered, and/or services offered.
- 14. Exhibitor agrees and understands that individuals, firms, companies, corporations, organizations or others having a valid and duly signed contractual agreement with SFFGS must and shall confine their exhibits, displays, merchandise, or offerings for sale, solicitations, advertising, publicizing, informational printed matter, materials and/or signs in the specific area that has been designated under the terms and conditions of this agreement.
- 15. SFFGS does not agree herein to provide any decorations or display aids with the exhibit space, including but not limited to electricity, gas, telephone/fax lines, water, waste disposal, carpets, tables, chairs and signs. All of the above listed must be completed by SFFGS approved contractors only.
- 16. Exhibitor agrees that in the event Exhibitor fails to comply in any respect with the terms and conditions of this agreement, SFFGS shall retain all monies paid as liquidated damages. Parties agree that actual damages are difficult for SFFGS ascertain in the event of breach, and the amount of liquidated damages stated herein is fair and reasonable.
- 17. Under no circumstance will SFFGS be responsible, or accept any liability for lost profits, lost wages or expenses that may occur to any Exhibitor, employer or servant whatsoever. Anyone viewing, visiting or participating in the Exhibitor's exhibit is deemed an invitee of the Exhibitor, not an invitee of SFFGS. SFFGS shall not be liable for any injury to anyone conducting, participating or viewing an Exhibitor's display. The Exhibitor assumes full responsibility and liability for any and all actions of its agents, employees, and independent contractors and agrees to save harmless SFFGS and the exhibition venue from any and all responsibility from any action whatsoever.
- 18. No part of the venue building may be cut or damaged, nor any barrier interfered with, nor shall any fitting or exhibit be in any way attached to any part of the venue building structure. If any damage is done, the Exhibitor is fully liable to the owner of the property. All material used to decorate an exhibit must be flameproof. All wiring must confirm with the N.E.C. Safety Rules and codes of all governmental agencies. Exhibitors must comply with all the rules and regulations set forth by the exhibit hall, SFFGS, and state or local officials.
- 19. Every term contained in this contract is severable from every other item. If any item should be judged unenforceable, it shall not affect the enforceability of other terms outlined in this contract. If legal action must be taken by SFFGS against an Exhibitor to enforce any provision of this contract, Exhibitor shall pay SFFGS reasonable attorney's fees, costs, plus simple interest at the rate of eighteen percent (18%) per year from the date of default until payment in addition to any other proceeds as granted by a court of law or an acceptable arbitration.
- 20. SFFGS reserves the right in its absolute discretion to change the dates, location and times of the Exhibition, the Hall and the location of the space and shall not be liable to the Exhibitor for any loss, damage, cost or expense incurred by the Exhibitor in consequence of any such change. SFFGS shall have complete discretion to determine the dates and times when the Exhibition shall be opened to the Exhibitor and the public. Nothing herein contained shall or shall be deemed to preclude or restrict the right of SFFGS from time to time to make any alterations or amendments to the annexed plan without the consent of the Exhibitor provided that the area of space shall not be less than that specified.
- 21. Exhibitor is required to submit an Additional Insured Certificate naming Larsen Enterprises, LLC, dba/Cal State Shows, dba/San Francisco Flower & Garden Show, The State of California; San Mateo County Exposition and Fair Operator, San Mateo County, their agent, officers, director, servants & employees. Exhibitor agrees to indemnify SFFGS against any claim or action by any of its purchasers arising out of any failure by the Exhibitor. SFFGS is not responsible for any products or services sold by an Exhibitor at the show or post-show for any reason.
- 22. Exhibitor shall not remove any goods or displays during the course of the Exhibition without the approval of SFFGS.
- 23. SFFGS and all purchased media assume no responsibility whatsoever for the failure of Exhibitor to supply prizes, promotional items, discounts, giveaways or other marketing materials promoted in conjunction with Exhibitions. The responsibility to deliver the above items or any other promotional items is the sole responsibility of each Exhibitor.