



Application and Contract for Exhibit Space

Wednesday, February 4 – Friday, February 6, 2009

Boston Convention and Exhibition Center, Boston, Massachusetts

Both copies of this original contract **must** be returned by May 15, 2008. Contracts may not be returned via fax.

COMPANY INFORMATION

All fields **are required** in order to process booth assignment.

COMPANY NAME

STREET ADDRESS (NO PO BOXES)

CITY, STATE, ZIP/POSTAL CODE, COUNTRY

PHONE

FAX

MARKETING COORDINATOR

PHONE (IF DIFFERENT)

E-MAIL

WEBSITE

CONTACT AT SHOW SITE

E-MAIL

CELL PHONE

Please indicate your company's primary customer (check all that apply):

- Arborist
- Landscape Professional
- Municipality/Institution
- Grower
- Retailer
- Other (please indicate)

EXHIBITOR INFORMATION

Current Exhibitor

- We would like to retain the exact same booth space we had at 2008 New England Grows!
- Booth Space Change: We would like to modify or relocate our current booth space. Please complete and return the Booth Relocation/Modification Request Form with your signed contract and payment by **May 15, 2008**.

New Exhibitor

Total Square Footage Requested _____

Please visit the online floor plan at www.NEGrows.org and indicate 3 preferred available locations.

1. _____ 2. _____ 3. _____

We prefer not to be located next to, or near, the following product line:

- We will be displaying heavy equipment or display vehicles. If heavy equipment or display vehicles are part of your exhibit, you may be required to move in early.

DESCRIPTION OF YOUR COMPANY

FOR PLACEMENT PURPOSES ONLY.

New England Grows is solely a trade event and exhibiting companies are not allowed to sell merchandise from their booth. Violation of this policy will result in expulsion from the exhibition.

FOR NEW ENGLAND GROWS USE ONLY

Exhibit Space Assigned _____ Total Sq. Footage _____

Date Received _____ Date Assigned _____

PAN # _____

Check # _____ Check Date _____

EXHIBIT FEES

Booth assignments **MUST** be secured with signed contract and payment; please choose one of the following.

Discount Rate: \$1050.00 per 10' x 10' booth
 Qualification: Payment in **FULL received by May 15, 2008**

_____ x 10' x 10' booth(s) at \$1050.00 per booth = \$ _____

TOTAL ENCLOSED \$ _____

Standard Rate: \$1395.00 per 10' x 10' booth
 Qualification: **Deposit of 50% of TOTAL exhibit space due by May 15, 2008**

_____ x 10' x 10' booth(s) at \$1395.00 per booth = \$ _____

Less 50% of exhibit space deposit (enclosed) \$(_____)

BALANCE DUE BY SEPTEMBER 15, 2008 \$ _____

Check or money order in U.S. funds made payable to New England Grows, Inc.

Federal Tax ID #22-3163711

If paying by credit card, please complete the following:

- MasterCard
- Visa

CARDHOLDER'S NAME

CREDIT CARD #

EXP. DATE

SIGNATURE

SECURITY CODE

CANCELLATION POLICY

In the event that an Exhibitor cancels all or part of the exhibit space contracted, the Exhibitor must do so in writing and will be obligated to pay New England Grows a cancellation fee of 50% of their total booth fees on or before November 15, 2008. No refunds will be issued after November 15, 2008. See reverse for more details.

AGREEMENT

We fully understand that this form is a binding contract and subject to the terms and conditions and rules and regulations set forth herein on the reverse of this application.

AUTHORIZED SIGNATURE

DATE

PRINT NAME

Please return **BOTH** copies of the contract, the yellow copy will be counter-signed and returned with your confirmation letter.

NEW ENGLAND GROWS

DATE

Diane A. Zinck, Exhibits Manager

New England Grows, Inc.

8-D Pleasant Street, South Natick, MA 01760

508.653.3009 FAX: 508.653.4112

E-Mail: dzinck@NEGrows.org

EXHIBIT RULES & REGULATIONS

Please Read Carefully

(Note the words "NE Grows" refers to New England Grows, Inc., the word "Exhibitor" refers to the applicant for exhibit space; "Exposition" refers to New England Grows 2009; "Exhibit Facility" and/or "Facility" refers to the Boston Convention & Exhibition Center and the City of Boston hereinafter referred to as "The City.")

Growers, manufacturers or service companies involved in producing or marketing equipment, products and/or services for the Green Industry are eligible to exhibit at New England Grows. New England Grows reserves the right to prohibit an exhibit, or part of an exhibit, which in New England Grows' judgment may detract from the character, purpose or public goodwill of the Exhibition.

1. SOLICITATION—Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitors booth. Exhibitor's display or product may not extend into any aisle. No exhibitor shall so arrange his display so as to obscure or prejudice adjacent exhibitors in the opinion of NE Grows.

2. EMPLOYEE SOLICITATION—Advertising and/or exhibiting with the sole purpose of soliciting prospective employees is prohibited at New England Grows.

3. COST OF SPACE & PAYMENT—The cost of space is itemized in the booth fee schedule on the NE Grows' Contract for Exhibit Space. Full payment must be received before move-in is allowed. Should an exhibitor fail to comply with payment requirements, NE Grows has full authority to cancel any or all space assigned to the exhibitor. Exhibitor will be liable for full payment.

4. SUBLETTING OF SPACE—Exhibitor agrees not to assign, sublet or apportion space or any part thereof allotted to him, not to exhibit or advertise goods other than manufactured or sold by him in the regular course of the business unless approved in writing by NE Grows.

5. CANCELLATION, WITHDRAWAL OR DOWNSIZING—Exhibitor may cancel or withdraw from the exposition or decrease their contracted booth space subject to the following conditions and restrictions: a). The exhibitor will notify NE Grows in writing of the intended action, b). In the event said notice is received on or before November 15, 2008, the exhibitor will be obligated and agrees to pay 50% of their total booth fee for each canceled booth space; c) The exhibitor agrees that if they are decreasing their overall booth space, show management reserves the right to move their booth to an alternate location on the show floor. No refunds will be issued after November 15, 2008. NE Grows will have the right to use said space to suit its own convenience, including selling the space to another exhibitor. NE Grows assumes no responsibility for having included the name of the canceled exhibitor, or product description in the show program, brochures, news releases, or other materials.

6. DEFAULT OF OCCUPANCY—NE Grows must be notified by 12:00 Noon on the last move-in day, Tuesday, February 3rd, 2009 if late arrival is anticipated. NE Grows reserves the right, should any sold exhibition space remain unoccupied or should any space be forfeited due to failure to make proper payment, to sell said space to any other exhibitor, or to use said space in any other manner, without any rebate or allowance to the defaulting exhibitor.

NE Grows assumes no responsibility for having included the name of the defaulting exhibitor or product description in the show program, brochure, news releases, or other materials.

Defaulting exhibitors will be classified as "No Shows" during the exposition and will be denied their same exhibit space for the following year. Those exhibitors will be required to reapply for exhibit space as a new exhibitor and will be placed on the waiting list, if appropriate. Any exhibitor tearing down or moving-out prior to the official closing time of the NE Grows show will not be permitted to exhibit the following year.

7. INSURANCE—Exhibitor shall carry its own insurance. NE Grows and the facility assume no responsibility for the safety of the exhibitor, its officers, agents or employees from theft, damage by fire, accident or any other cause whatsoever, and the exhibitor expressly agrees to save and hold harmless NE Grows, the facility and their respective management, agents and employees from any and all liability resulting from injuries or damage to exhibitor, its agents, employees and attendees, persons and/or properties in connection with the exhibitor's use of the exhibit space.

8. BUILDING OCCUPANCY—NE Grows will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the facility being damaged or destroyed by severe weather, fire, act of God, public enemy, terrorist attack, war or insurrection, strikes, the authority of the law, postponement or cancellation of the exposition, or for any cause beyond their control. It will, however, in the event of its not being able to hold a exposition for any of the above named reasons, reimburse exhibitor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.

9. SECURITY—NE Grows will provide perimeter security guards, however, exhibitors should insure his own exhibit and display materials from origin of shipment to the facility and return, including the period during which materials remain in the exposition, covering all risks (liability, fire, theft, damage, etc.).

10. PROTECTION OF FACILITY—Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors or other parts of the exposition hall without permission from the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and must conform with the direction of NE Grows, the facility manager or their assistants.

11. SAFETY PRECAUTIONS—All construction materials must conform to standard safety practices. Table and backwall drapes supplied by the exhibitor, together with textile or paper displays and decorations must be flame proofed. No combustible decorations, such as crepe paper or

tissue paper, cardboard or corrugated paper, may be used at any time. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind display. Displays are subject to inspection and approval for safety by the city Fire Department. Exhibitors displaying heavy equipment must comply with any and all fuel supply codes and regulations set forth by the city Fire Department, NE Grows and the facility.

12. SOUND EQUIPMENT—Use of sound motion pictures and tape recorders will be permitted, where appropriate to a display, provided sound is maintained at not more than a "conversational" level and the exhibitor has secured the proper music licenses. NE Grows reserves the right to restrict the exhibitors use of sound and other devices, which may interfere with the best interest of the exposition as a whole.

13. IRREGULAR ACTIVITIES—Use of noisemakers and presentations, which may be judged not in good taste, lacking in dignity, or not in keeping with the purposes of the exposition are prohibited. Decisions are made by NE Grows. Complaints of any violations of rules and regulations are to be made promptly to NE Grows. Exhibitors and their personnel agree to abide by the decision and ruling of NE Grows. Any violation of rules and regulations by any exhibitor or their personnel and failure or refusal of such exhibitor or personnel to comply with such rules and regulations, shall be sufficient cause for NE Grows to ban or bar the exhibitor from the exposition at any time without further notice.

14. SERVICE CONTRACTOR—NE Grows shall designate contractors to perform work at exhibitor's expense where not otherwise done by NE Grows pursuant to this contract. Where union personnel are required by the facility or by the contractors involved, it shall be the exhibitor's responsibility to comply with such requirements; in no event shall NE Grows be held responsible for the conduct of contractors or their employees. NE Grows assumes no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or the facility.

15. BOOTHS—A standard booth package as described in the Exhibitors Information Manual is provided by NE Grows at the cost shown. If any exhibitor plans to install a completely constructed display of such a character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. No display may exceed the height of the back wall or sidewall specifications, without the consent of NE Grows in writing.

16. INSTALLATION AND DISMANTLING—The specific requirements as to time for installation and dismantling of exhibits shall be as set forth in the Exhibitors Information Manual available on-line at www.NEGrows.org to each exhibitor for the particular exposition for which a license has been granted. Such requirements shall be binding upon the licenses as though fully set forth herein. No exhibitor will be allowed to set booth display unless space has been paid in full.

17. LICENSING—The exhibitor shall be responsible for securing all necessary licenses or consents for a). any performances, displays or other uses of copyrighted works (including but not limited to music) or patented inventions; and b). any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party used, directly or indirectly, by the exhibitor. The exhibitor hereby agrees to indemnify, defend, and hold NE Grows harmless from and against any claims of liability and any resulting loss, cost or damage (including costs of lawsuits or attorneys' fees) for failure to obtain these licenses or consents and/or infringements or other violations of the property rights or the rights of privacy or publicity of any third party.

18. ADDITIONAL REGULATIONS—NE Grows may from time to time promulgate such regulations thereto as may be found in its judgment to be most practical.

19. LOSS OR DAMAGE—Exhibitor agrees that NE Grows and/or the exposition shall not be liable for any damage or liability of any kind or injury to persons or property during the term of this agreement, from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space by exhibitor or any person thereon with the consent of exhibitor, and that exhibitor will defend, indemnify and save harmless NE Grows from all liability whatsoever, on account of any such damage, or injury where or not caused by negligence of or breach of an obligation by exhibitor or its employees or representatives.

20. UNIONS—It is further agreed that the exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with the facility or with authorized contractors employed by NE Grows.

21. MANAGEMENT—The exhibitor further agrees that conditions, rules and regulations of NE Grows management are part of their exhibitor contract and that said exhibitor agrees to be bound by each and all of these rules and regulations and that the management shall have the full power to interpret, amend and enforce all rules and regulations in the best interest of the exposition. NE Grows management shall act as arbitrators of any dispute which may arise between exhibitors. Each exhibitor agrees that the determination of NE Grows is final and binding upon the parties to the dispute and to act in accordance with such.