

BOOTH APPLICATION/CONTRACT



February 20–24, 2019

Washington State Convention Center | Seattle

CONTRACT

The enclosed agreement will serve as both your application and your contract. Fill out the Application/Contract completely, reading all rules and regulations. **SIGN THE CONTRACT, KEEPING A PHOTOCOPY FOR YOUR RECORDS AND MAIL, FAX, or EMAIL WITH YOUR NONREFUNDABLE DEPOSIT TO THE ADDRESS BELOW.** To pay by credit card, please call our office or your sales representative directly at **206-620-2573**.

This agreement is the complete, unambiguous, final, and exclusive statement of the terms of the agreement between the parties; supersedes and replaces all prior and contemporaneous agreements and understandings, whether oral or in writing; And may be modified only in writing and signed by an authorized representative of management.

An exhibitor may return the signed application/contract by fax, email or mail. When the copy is signed by management the agreement will be complete and binding. You will receive a booth confirmation letter with your space assignment.

EXHIBITOR

If you do not return your **SIGNED** application/contract with at least a 50% deposit, your booth will not be reserved in the show.

BOOTH ALLOCATION

Booth space will only be allocated once your signed Application/Contract and non-refundable deposit has been received. An Exhibit Sales Representative will confirm your booth space allocation with you.

PAYMENT SCHEDULE

Payment is due in full at time of booking. Your booth space will not be allocated until this contract is signed and returned with full payment. Show management reserves the right to make any necessary modifications to the floor plan.

**RETURN THIS DOCUMENT TO:
Northwest Flower & Garden Festival
PO Box 110849
Tacoma, Washington 98411-0849**

**Phone: 206-231-0140 | Fax: 253-756-6898
gardenshow.com | lindakn@mpeshows.com**



February 20-24, 2019
Washington State Convention Center | Seattle

Show Management Use Only:
Client # Sales Code:
Signature:
Date:

EDUCATIONAL BOOTH SPACE CONTRACT

Booth Pricing

All individual booths measure 10'x10'.

Educational: \$400

If you do not have a current City of Seattle Business License, you will need to purchase a temporary license for \$25. This will be added to your booth cost.

You can also purchase on-site storage for \$3.00 sq ft in either 4' x 4' or 4' x 6' sizes.

Note: Booths are not inclusive of carpet, water, electricity, or floor covering, or any optional furniture or utilities. Exhibitors will have the opportunity to order these items in November, 2018. An email will be sent with all the necessary information at that time.

SECTION ONE: EXHIBITOR CONTACT INFORMATION

All trade show correspondence, to include invoices and show notices, will be directed to the person whose name appears below.

The Exhibitor is responsible for notifying show management should the contact information below change at any time prior to the start of the 2019 Northwest Flower & Garden Festival.

Company Name:

Signage Name:

Contact Name:

City of Seattle Business License: UBI #:

Mailing Address:

City: State/Province: Zip/Postal Code:

Primary Phone: Mobile/Onsite:

Contact Email:

Company Website:

Is there a separate contact for potential show guide advertising? Yes No If Yes, please provide this person's information below:

First Name: Last Name:

Email: Phone:

SECTION TWO: BOOTH PRICING & REQUIREMENTS

1. Booth Location: List the numbers of the top three booth locations you are requesting:

3. What types of products or services will you be showcasing from your booth? (required information)

2. Booth Requests/Requirements: Check all that apply.

- I require high side walls
- I need on-site storage

	Qty	Booth Rate	Totals
EDUCATIONAL BOOTH		× \$400	
CITY OF SEATTLE BUSINESS LICENSE		\$25	
ON-SITE STORAGE (4'X4')		\$48	
ON-SITE STORAGE (4'X6')		\$72	

Payment is due in full.

Total Price:

SECTION THREE: BOOTH PAYMENT

If paying by check, the booth will be reserved upon receipt of the check.

Receipt: Mail Email: _____

Please indicate method of payment:

- Visa MasterCard AmEx Discover Check

Charge this amount to my card: \$ _____

Card number: _____

Name on card: _____

Expiration: ____/____ CVV: _____

Signature: _____

My Billing Address is the same as my Mailing Address

Billing Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____

SECTION FOUR: ACCEPTANCE OF TERMS

Signature and date **required** to confirm agreement with the **Exhibit Terms & Conditions** on the following page.

Signature: _____

Date: _____

Return completed form with payment for deposit:

By Email: lindakn@mpeshows.com

By Fax: 253.756.6898

By Mail:

Northwest Flower & Garden Festival
PO Box 110849 • Tacoma, WA 98411-0849

EXHIBIT TERMS AND CONDITIONS

- 1. WHEN CONTRACT IS EFFECTIVE** – There is an effective agreement between the parties only when the acknowledgment copy of this Exhibit Space Application & Contract (this “Contract”) is signed by Exhibitor, returned to Management with the required deposit and accepted by Management. Management is under no obligation whatsoever until the acknowledgment copy is signed and returned to Management with the required deposit.
- 2. MANAGEMENT’S TERMS AND EXHIBITORS’ MANUAL GOVERN** – Only the terms and conditions stated on the first page and attached pages of this Contract are binding on Management, and acceptance of this Contract is expressly limited to these terms and conditions, which include the Exhibitor’s Manual, as established in writing for all exhibitors by Management, and which is incorporated into and made a part of this Contract. Exhibitor will conclusively be deemed to have accepted all of the foregoing terms and conditions as the final, complete, and exclusive statement of the terms and conditions of the transaction described in this Contract. **NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS ARE OR WILL BE ACCEPTED BY MANAGEMENT OR OBLIGATE MANAGEMENT UNLESS SIGNED BY MANAGEMENT’S AUTHORIZED REPRESENTATIVE. ANY AND ALL ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS NOT SO AGREED TO BY MANAGEMENT ARE NOT, AND WILL NOT BE DEEMED TO BE, ACCEPTED.**
- 3. USE OF SPACE; EXHIBIT HOURS** - The contracted space is to be used solely by Exhibitor for the products, services, manufacturers, and brands identified in writing in this Contract. No portion can be sublet or assigned. Exhibitor shall forfeit all rights to the space, all prepaid space costs, and upon demand will pay any balance owing to Management, if Exhibitor fails to occupy or use the space as specified and required herein, or fails to have the exhibit completed and in place by 9:00 a.m. opening day of the Show, or on any other breach of this Contract. If Exhibitor forfeits the space, Management may re-let the space without liability. Management shall determine and publicize the exhibit hours the Show will be open to the public each day.
- 4. ALL EXHIBITS MUST COMPLY WITH ALL CITY, STATE, AND FEDERAL LAWS, ORDINANCES, REGULATIONS, AND FIRE MARSHAL INSTRUCTIONS. ANY AND ALL CITY, STATE, OR FEDERAL LICENSES, INSPECTIONS, OR PERMITS REQUIRED BY LAW OF ANY EXHIBITOR IN THE INSTALLATION OR OPERATION OF EXHIBITOR’S DISPLAY MUST BE OBTAINED BY EXHIBITOR AT EXHIBITOR’S OWN EXPENSE PRIOR TO THE OPENING OF THE SHOW. EXHIBITOR MUST HAVE IN EXHIBITOR’S POSSESSION AT THE SHOW ANY LICENSES OR PERMITS REQUIRED BY THE CITY OR THE STATE.**
- 5. EXHIBITOR’S LIABILITY FOR SPACE; NO RUNNING OF ENGINES** - Exhibitor is entirely responsible for the space it occupies and must not injure, mar, or deface the premises. Exhibitor must not drive nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the Building(s). Furthermore, Exhibitor must not affix to the walls or windows of the Building(s) any advertisements, signs, etc., or use adhesive type material on painted surfaces. Automobiles, trucks, and similar conveyances must have drip pan and/or protective material under them to safeguard the floor from oil stains, etc., and all landscaped areas must have a similar barrier under to safeguard the floor. Oil, propane, diesel, or gasoline engines cannot be operated. Exhibitor will reimburse Management and/or the **WA State Convention Center** for any loss or damage occurring to the premises or equipment.
- 6. DELIVERY; MERCHANDISE REMOVAL** – All shipments of Exhibitor’s exhibits and merchandise must be **PREPAID**. No exhibits, part of an exhibit, or merchandise may be removed from the Building(s) until 6:00 p.m. of the Show’s closing day without a Removal Contract signed by Management.
- 7. AISLES AND DISPLAYS** - The aisles, passageways, and overhead spaces remain under the control of Management, and no signs, decorations, banners, advertising matter, or exhibits will be permitted in those areas except by written permission of Management. All exhibits and personnel must remain within the confines of their own spaces, and Exhibitor will not erect signs or display products obstructing the view, occasion injury, or adversely affect the display of any other exhibitors. No signs, partitions, apparatus, shelving, etc., may extend more than ten feet above the floor along the rear of an exhibit without prior approval of Management. No inflated balloons may be handed out or sold.
- 8. INSTALLATIONS** - Any special carpentry, wiring, electrical, or other work, steam, water, or drainage connections shall be installed at Exhibitor’s expense, and in accordance with the direction and requirements of the **WA State Convention Center** or Management.
- 9. ELECTRICITY** - 120 and 208 volts, 60 cps., single or 3-phase, is available in the building. All electrical connections must be equipped with an Equipment Ground Conductor. For any electrical needs, Exhibitor must contact the Show Electrical Contractor.
- 10. ALCOHOLIC BEVERAGES** - Exhibitors and their employees, agents, and guests must not consume any alcoholic beverages except in designated areas. Management, in its discretion, may remove Exhibitor and the exhibit from the Show without refund for violation of this restriction.
- 11. REASSIGNMENT OF SPACE; NO RESERVATION OR GUARANTEE** - Management has the right and privilege of moving Exhibitor to another location in order to conform to all City, State, and Federal laws and regulations and the general display requirements and guidelines of Management. This Contract does not reserve for, or guarantee to, Exhibitor any space, a specific area or space priority, right of first refusal, or any other manner of participation in any future show.
- 12. RIGHT TO REQUIRE REMOVAL** – On breach of this Contract by Exhibitor, Management reserves the right to require removal of all items of merchandise or service not described on the first page of this Contract, and to restrict or remove exhibits that have been falsely entered, violate this Contract, or are deemed by Management, in its sole discretion, as unsuitable or objectionable. Exhibits deemed unsuitable or objectionable must be removed if the conditions are not immediately corrected after one oral or written warning. Unsuitable and objectionable exhibits include, but are not limited to, unspecified uses, noise, public address systems, obstructed sightlines, persons, animals, birds, things, conduct, printed matter, odors, food, or anything deemed objectionable by Management, the **WA State Convention Center**, or the general public. The exhibits removed under this paragraph shall not receive a refund.
- 13. CANCELLATION OF CONTRACT ON BREACH OR BY EXHIBITOR** - If Exhibitor defaults or violates this Contract or any other agreement with Management, Management may cancel this Contract and other agreements with Exhibitor including any for future shows, and may refuse to enter into any agreement with Exhibitor for future shows. If Management cancels this Contract for breach by Exhibitor, or Exhibitor cancels this Contract for any reason, monies paid to Management by Exhibitor shall be retained as follows: if cancellation occurs 60 days or more before the start of the Show, Management shall retain the required deposit as noted on the first page of this Contract and return the balance to Exhibitor; if cancellation occurs within 60 days of the Show, the entire amount paid to date by Exhibitor shall be retained by Management. The retained monies shall be liquidated damages for the direct and indirect costs incurred by Management for organizing, setting up, and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor’s withdrawal including resale of the space. **ANY CANCELLATION BY EXHIBITOR MUST BE IN WRITING.**
- 14. LIABILITY OF MANAGEMENT ON OTHER CANCELLATION** – Except as provided in paragraph 13 above, If the Show is cancelled, delayed, interrupted, or not held as scheduled for any reason, other than an act of God, Exhibitor’s damages shall be limited to only a refund of the cost of the reserved space paid to Management, and Management shall not be liable for any other damages or expenses, whether direct, indirect, or consequential. Management shall not be liable for any refund, damages, or expenses if caused by an act of God or force majeure.
- 15. SECURITY FOR SPACE PAYMENTS** – Exhibitor’s failure to pay as agreed shall entitle Management to take possession of and Exhibitor hereby grants Management a security interest in and lien on all merchandise, materials, and the exhibit displayed by Exhibitor and to retain the same as security for such unpaid amount. Management shall have the right to dispose of same without notice to Exhibitor in such manner as it deems appropriate in accordance with applicable law whether by sale or otherwise. Any sale proceeds shall be retained by Management in payment of expenses incurred in disposing of such property and in payment of unpaid amounts, any excess shall be distributed to Exhibitor.
- 16. WARRANTY OF NON-INFRINGEMENT** - Exhibitor warrants that no part of its exhibit or show activities will infringe the rights of any third person for patent or copyright. Exhibitor will defend Management against any claim of infringement and will pay resulting costs, damages, and attorney fees finally awarded.
- 17. INDEMNIFICATION** - Exhibitor shall protect, defend, indemnify, and hold harmless Management, the **WA State Convention Center** their officers, agents, and employees from and against any and all claims, damages, liabilities, losses, and expenses including attorney’s fees (“Claims”) arising out of or resulting from the exhibit and the activities of Exhibitor and the officers, contractors, licensees, agents, employees, guests, invitees, or visitors of Exhibitor, including but not limited to Claims arising out of or resulting from performance of live or recorded music or other copyrighted works with the exhibit and arising out of or resulting from disputes between exhibitors regarding violations of unfair trade practice laws or patent or copyright laws.
- 18. INSURANCE** - Exhibitor must secure and maintain liability insurance, naming Management, the **WA State Convention Center**, their officers, agents, and employees as additional insureds, as will protect them from all Claims that may arise out of or result from the activities of Exhibitor. A certificate of insurance must be furnished to Management before Exhibitor occupies its space. Neither Management nor the **WA State Convention Center** shall be responsible for loss or damage occurring to the exhibit or sustained by Exhibitor from any cause. Such additional insurance, if desired, must be obtained by Exhibitor.
- 19. EXHIBITOR’S CONSENT** – Exhibitor hereby consents to Management’s royalty-free use of visual and audio reproduction of Exhibitor and its employees and exhibit(s) including without limitation recordings, photographs, video tapes, films, and other images or likenesses for the purpose of Management’s advertisement and promotion of this and future shows. Exhibitor also agrees to allow Management to send faxes and e-mails pertaining to the Show.
- 20. DISPUTES BETWEEN EXHIBITORS** – Management shall have no responsibility for settling any dispute between exhibitors, and Exhibitor expressly releases Management from any liability for any disputes between exhibitors, including, but not limited to, an exhibitor’s violations of unfair trade practice, patent, copyright, or trademark laws.
- 21. GOVERNING LAW; JURISDICTION AND VENUE** – This Contract has been made entirely within Oregon. This Contract, and all claims relating to or arising out of this Contract, or the breach thereof, whether sounding in contract, tort, or otherwise, will be governed by and construed in accordance with the applicable law of Oregon without regard to choice-of-law rules. If any action is commenced by any party to enforce this Contract, or to assert any claim relating to or arising out of this Contract, or the breach thereof, whether sounding in contract, tort, or otherwise, or otherwise with respect to the subject matter of this Contract, jurisdiction and venue will be in the federal or state courts sitting in Portland, Oregon.

CONTRACTS PREPARED BY TO-RO ENTERPRISES, INC.
COPYRIGHT 2018

NORTHWEST
**FLOWER &
GARDEN**
FESTIVAL®