



# RULES, REGULATIONS AND SERVICES

## Read Carefully - Avoid Misunderstandings

(Note: "Mid-Am" refers to Mid-America Horticultural Trade Show, Inc.; "Exhibitor" refers to applicant for exhibit space named on reverse; "Exhibit Facility" and/or "Facility" refers to the Metropolitan Pier and Exposition Authority; "Show Management" refers to The Sanford Organization, Inc., its agent or employees.)

### GENERAL

- 1. Installation and Dismantlement:** Exhibitor agrees to comply with assigned move-in and installation days and hours to be specified in the Exhibitor Manual, as well as any target move in date or time as specified. Exhibits may not be removed from the Facility until final closing of the show unless special permission is obtained in writing from Show Management.
- 2. Liability:** Exhibitor shall protect, save, and hold the Mid-America Horticultural Trade Show and its officers, directors and agents and the Metropolitan Pier and Exposition Authority, and all agents and employees thereof, and Show Management and its officers, directors, employees and agents (hereinafter collectively called Indemnitees) forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitors or those holding under the exhibitor, and further, exhibitor shall at all times protect, indemnify, save and hold harmless the Indemnitees against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any property, person or persons, including the exhibitor, its agents, employees, and business invitees which arise from or out of or by reason of said exhibitor's occupancy and use of the facilities, or any part thereof.
- 3. Disability Provisions:** Exhibitor represents and warrants (a) that its exhibit will be accessible to the full extent required by law; (b) that its exhibit will comply with the Americans with Disabilities Act ("ADA") and with any regulations implemented by that Act; and (c) that it shall indemnify and hold Indemnitees harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against Indemnitees on the basis of the exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.
- 4. Facility Rules:** Exhibitor shall comply with all conditions imposed by the Chicago Metropolitan Pier and Exposition Authority in its contract with the Mid-America Horticultural Trade Show.
- 5. Insurance:** All property of the exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the Facility. Mid-Am, Show Management, and the Facility do not maintain insurance covering exhibitor's property. Exhibitor shall carry Comprehensive General Liability coverage, including premises, operations and contractual liability coverage of at least \$500,000 for Personal Injury Liability and \$500,000 for Property Damage Liability and statutory Workman's Compensation with Employer's Liability with a limit of at least \$100,000. Certificates of insurance shall be furnished if requested by Show Management.
- 6. Security:** Although guard service will be furnished, neither Mid-Am, Show Management, nor the Facility can or will be responsible for damage to, loss, or theft of property belonging to any exhibitors, their agents, employees, business invitees, visitors, or guests. Each exhibitor is to carry their own insurance.
- 7. Force Majeure:** In the event the Facility or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event, as a result of fire, flood, tempest, inclement weather or other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot or other cause or agency over which Mid-Am or Show Management have no control, or should Show Management decide that because of any such cause that it is necessary to cancel, postpone, or re-site Mid-Am, or reduce the move-in and installation time, show time, or move-out time neither Mid-Am nor Show Management shall be liable to indemnify or reimburse the exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.
- 8. Laws Applicable:** This contract shall be governed by the law of the State of Illinois. Exhibitor agrees to abide by the rules and regulations of the Facility.
- 9. Cancellation:** In the event this application is not accepted, space rental fees or deposits made to Mid-Am will be returned. Upon acceptance of the application by Mid-Am, a contract then becomes effective. If space is cancelled for any reason prior to August 2, 2009 Mid-Am shall be entitled to retain or collect 20% of the Exhibitor's obligation. If space is cancelled on or after August 2, 2009 but before October 1, 2009, Mid-Am shall be entitled to retain or collect 50% of the Exhibitor's obligation. If space is cancelled on or after October 1, 2009, Mid-Am shall be entitled to retain or collect 100% of the Exhibitor's obligation. These provisions shall also apply if an exhibitor relinquishes only a portion of their assigned space. Mid-Am reserves the right to cancel any contract with any Exhibitor at any time prior to or during the show. In the event of cancellation of the show because of circumstances beyond the control of Mid-Am, space rental fees and deposits made to Mid-Am shall be returned on a pro-rata basis after payment of any incurred expenses or costs which have been accrued by Mid-Am to the date of cancellation, plus \$50 for administration and overhead.

### SERVICES

- 10. Booth Space, Furnishings and Installation:** The booth to be furnished shall consist of a draped back wall, 8 feet high, and draped side dividers 36 inches high. One standard sign, showing Exhibitor's Name, City, State and Booth Number(s) will be supplied by Mid-Am upon request. Exhibitors may provide their own booth furnishings, and may specify their own independent service contractor for the erection and dismantling of custom displays. Local regulations, licensing and labor agreements

must be followed. For convenience, the official contractor will rent, on advance order, appropriate furniture and other accessories, and also will provide signs (other than standard booth identification) at Exhibitor's expense. An Exhibitor Manual, to be supplied, will contain order forms and additional information. Exhibits must be arranged so as not to obstruct the general view of other exhibits and shall be limited to 8 feet in height except where specially authorized.

- 11. Labor:** Exhibitors will be responsible for straight time labor charges incurred in connection with the assembly, draping, repairs, and dismantling of their own booth. Mid-Am, however, assumes the straight time labor cost of placing exhibit material in assigned space, the storage of shipping crates, and labor cost for moving properly packaged and labeled exhibit material to the loading area at the close of the show.
- 12. Badges:** Each exhibitor representative must be officially registered with Mid-Am, and may not wear an identification badge issued to another person.

### RESTRICTIONS

- 13. Fire Safety:** All construction material must conform to standard safety practices. Table and backwall drapes supplied by the official decorator, and those supplied by the Exhibitor, together with textile or paper displays and decorations, must be flameproofed. No combustible decorations, such as crepe or tissue paper, cardboard, or corrugated paper, may be used at any time. Evergreen trees must be "fresh cut" and balled and burlapped. Cut evergreens and Spanish moss are prohibited. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind displays. Equipment powered by internal-combustion engines shall not be operated during show hours. Displays are subject to inspection and approval for safety by the Fire Department of the City of Chicago.
- 14. Meetings:** No exhibitor shall hold any meetings or events that conflict with official Mid-Am show hours without permission of Show Management.
- 15. Irregular Activities:** No person, firm or organization which has not regularly contracted with Mid-Am for occupancy of space in the show will be permitted to display or demonstrate any products, processes, or services, to solicit orders, wear any identification other than that of the contracting exhibitor, or to distribute advertising or other materials at the exposition. Any infringement from this regulation will result in prompt removal of the offending person from the Facility. Exhibitors may not enter the booths of other Exhibitors or take photographs without invitation; no Exhibitor representative may call or invite a visitor out of one exhibit and into his own. Exhibitors must remain within their own exhibit space in distributing literature, product samples, or other materials; the aisles may not be used for this purpose.
- 16. Food and Beverage:** Exhibitors may not serve or dispense food or beverages of any type from their booths.
- 17. Music Licensing:** Exhibitors will obtain any and all licenses or grants of authority required of exhibitors under the copyright laws, including, but not limited to, those relating to the performance of music, and present Show Management with a copy of such license or grant no less than thirty (30) days prior to the start of Mid-Am.
- 18. Printed Matter:** Circulars or advertising matter of any description may be used or distributed only within the booth assigned to the Exhibitor presenting such material. Only literature published or approved by the Show Management may be distributed at the registration desk, in the registration area, in the meeting rooms, in the exposition areas, or in transportation under lease to Mid-Am.
- 19. Objectionable Practices or Displays:** Use of noisemakers, huckster-type promotion, and presentations which may be judged not in good taste, lacking in dignity, or not in keeping with the purpose of Mid-Am are prohibited.
- 20. Sound Level:** Use of sound motion pictures and tape recorders will be permitted, where appropriate to the display, provided sound is maintained at not more than a "conversational" level; Mid-Am reserves the right to restrict Exhibitors' use of sound and other devices which may interfere with the best interest of Mid-Am as a whole.
- 21. Product Limitations:** Only those products and/or services considered by Show Management as relating directly to the horticultural industry, including the business management of horticultural enterprises, may be exhibited at Mid-Am. Products containing hazardous elements, chemicals and/or compounds may not be exhibited at Mid-Am.
- 22. Violations:** Complaints of any violation of rules and regulations are to be made promptly to Show Management, and Exhibitors and their personnel agree to abide by the decision of Show Management.
- 23. Amendments:** Any and all matters not specifically covered by the preceding rules and regulations and the rules and regulations contained in the Exhibitor Manual shall be subject to the decision of Show Management. Show Management shall have the full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of exhibitors. Each exhibitor, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.
- 24. Default:** Exhibitors will not be permitted to set up their exhibits, or will be subject to eviction without refund, if this contract is violated.