

## LANDSCAPE & NURSERY EXPO RULES AND REGULATIONS

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### 1. CONTRACT FOR SPACE

The Exhibit Contract, Rules and Regulations and the full payment of rental charges, together constitute a contract between the L&N Expo and the exhibitor for the right to use the assigned booth space and to comply with these rules and regulations.

Payment will be due on September 1. If payment is not received by September 1, booth space will be cancelled. Payment for booths reserved after August 1 is due within 30 days in order to insure reservation of space.

In the event the exposition is not held for any reason beyond the control of the L&N Expo, the rental and lease space to the exhibitor shall be cancelled and terminated upon the return of the rental monies paid by the exhibitor for space in the exposition center for this specific event. Return of the rental money will terminate any liability upon the L&N Expo. The L&N Expo also reserves the right to cancel any contract with any exhibitor at any time prior to January 1, on not less than 24 hours notice, or during the show on not less than 2 hours notice.

### 2. SPACE ASSIGNMENT

Space assignment is made on a priority system based on the number of years of exhibition in the show. After the firms on the priority list have signed up for booth space, space assignments will be on a first-come, first-serve basis. In the event that firms on the priority list are unable to select a booth space because no space is available, then as soon as there is open space, they will have first choice.

L&N Expo will make every effort to place the exhibitor in the area of their choice; once a space is paid for, the L&N Expo will confirm that space to that exhibitor. However, the L&N Expo, does reserve the right to place, move or relocate any exhibitor in cases of necessity, for the total benefit and operation of the show.

### 3. CANCELLATIONS

In the event an exhibitor finds it necessary to cancel its company participation in the L&N Expo, refunds will be made as follows: For cancellations before September 1, full refund. Cancellations after September 1, no refunds. If an exhibitor is a no-show at the L&N Expo, the exhibitor is not entitled to that year's priority placement. In the case of cancellations or no-shows, the L&N Expo management has the right to sell the space at that time to another exhibitor.

Exhibitors who sign up for space locations that have been sold as assigned blocks of two, three, or four units may not then decide to cancel one, two, or three of those spaces and keep a space that is part of the unit. In other words, an exhibitor must rent or cancel the entire block/unit.

### 4. SUBLEASING OF SPACE

NO exhibitor may assign, sublet or apportion the whole or any part of the booth space assigned to him, nor permit any other party to exhibit therein without permission of the L&N Expo management.

### 5. EXHIBITOR SOLICITATIONS

Exhibitors must limit their activities within the confines of the booth space. Exhibitors must conduct themselves in a manner consistent with non-interference of activities legitimately exercised by other exhibitors. The distribution of exhibitor's products, catalogs pamphlets, printed materials, souvenirs, etc., must remain within the confined area of the booth space and at no time should protrude at any length into the exhibit hall aisles. No exhibitor's promotional activities will be permitted outside the confines of the exhibitor's booth space. No firm or organization not assigned booth space in the exhibit hall will be permitted to solicit business within the trade show area.

### 6. CHARACTER OF EXHIBITS

The L&N Expo management retains the privilege to restrict products and services of interest related to the landscape and nursery industries. Promotion and/or electronic games, and games of chance must be approved by the L&N Expo. The L&N Expo management also reserves the right to restrict exhibits which, because of noise, method of operation, materials, or for any reason which is objectionable. The L&N Expo management also reserves the right to prohibit or evict any exhibit which may detract from the general character of the L&N Expo. This includes persons, things, conduct, printed matter, attention-getting promotion items, characters, games, or anything of character which the management determines objectionable. In the event of such restriction or eviction, the L&N Expo is not liable for any refunds on booth space rental or other exhibitor expenses.

### 7. CARE OF EXHIBIT SPACE

The exposition floor, and aisles will be cleaned after set up by the L&N Expo. Exhibitors, however, must cooperate by not throwing refuse on the floor, or any other material which will endanger public safety or cause inconvenience to other exhibitors during exposition hours. Exhibits must be put in proper shape and in order before the opening hour of the show. Booths not in order before the opening hour may be done so by the L&N Expo, at the expense of the exhibitor. Costs for booths requiring excessive cleaning during or after show hours will be the responsibility of the exhibitor. Exhibitors shall not injure, mar, mark, paint, or in any manner deface exhibition hall premises; nor drive any nails, hooks, tacks, pins, screws or similar materials, nor use scotch tape, masking tape, etc., on any part of the exposition building. Exhibitor shall be liable for any and all damages which he may cause to the building or otherwise in connection with his exhibit.

### 8. BOOTH DECORATION

The L&N Expo will supply standard booth equipment consisting of a rear background of curtains on a frame not to exceed 8' height, two side dividers of curtains on a frame not to exceed 3' and one one-line name sign, with booth number, unless an exhibitor has more than one booth and requests to have any additional signs. All other booth equipment and decorations will either be supplied by the individual exhibitor or may be rented from the L&N Expo official decorator.

## 15. SECURITY

The L&N Expo will provide adequate security service for the Sacramento Community Center during the hours of the show until the show is closed. As further protection, the L&N Expo management encourages each exhibitor to have at least one employee in their booth during the hours of move-in and particularly during the hours of move-out, so that each exhibitor will assist in the security of their individual materials. The L&N Expo management also encourages that the exhibit booths should be manned at all times during the regular show hours by qualified regular employees of the exhibitor. However, in all cases, the ultimate responsibility of security lies with the exhibitor at all times, and the L&N Expo will not be held liable for the loss or theft of any or all items from an exhibitor booth.

## 16. LABOR

Exhibitors are required to comply with the union labor regulations as determined between the L&N Expo and the local unions.

## 17. PLANT INSPECTION

For those exhibitors who are growers or suppliers of green goods and are not from California; upon entrance into the state of California must notify the Department of Agriculture that their plant material must be inspected. This must be accomplished by each exhibitor, as the L&N Expo management will not be liable or expected to provide this service for the exhibitor.

## 18. FIRE REGULATIONS

A 10' aisle must be maintained at all times which does not allow for any exhibitors materials projecting out of the booth space into the aisle. No flammable liquids will be permitted in the exhibit hall and all pressurized cylinders such as CO<sub>2</sub>, helium, etc., must be securely fastened to a rack or laid flat on the floor. Gas powered equipment may be displayed only and must have locking gas caps and batteries disconnected.

No decorative material shall be used to cover tables or displays unless it is of a flame retardant material. All materials may be subjected to any flame test that the fire marshal feels

appropriate. Exhibitors who will be displaying cut Christmas trees must have them flame proofed and may be subject to flame testing by the fire marshal. The cost for flame proofing will be the responsibility of the exhibitor.

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**NO HAZARDOUS MATERIALS WITH A "CAUTION, WARNING, DANGER OR POISON" LABELING WILL BE ALLOWED TO BE ON DISPLAY IN THE CONVENTION CENTER. EXHIBITORS WILL HAVE TO DISPLAY EMPTY CONTAINERS.**

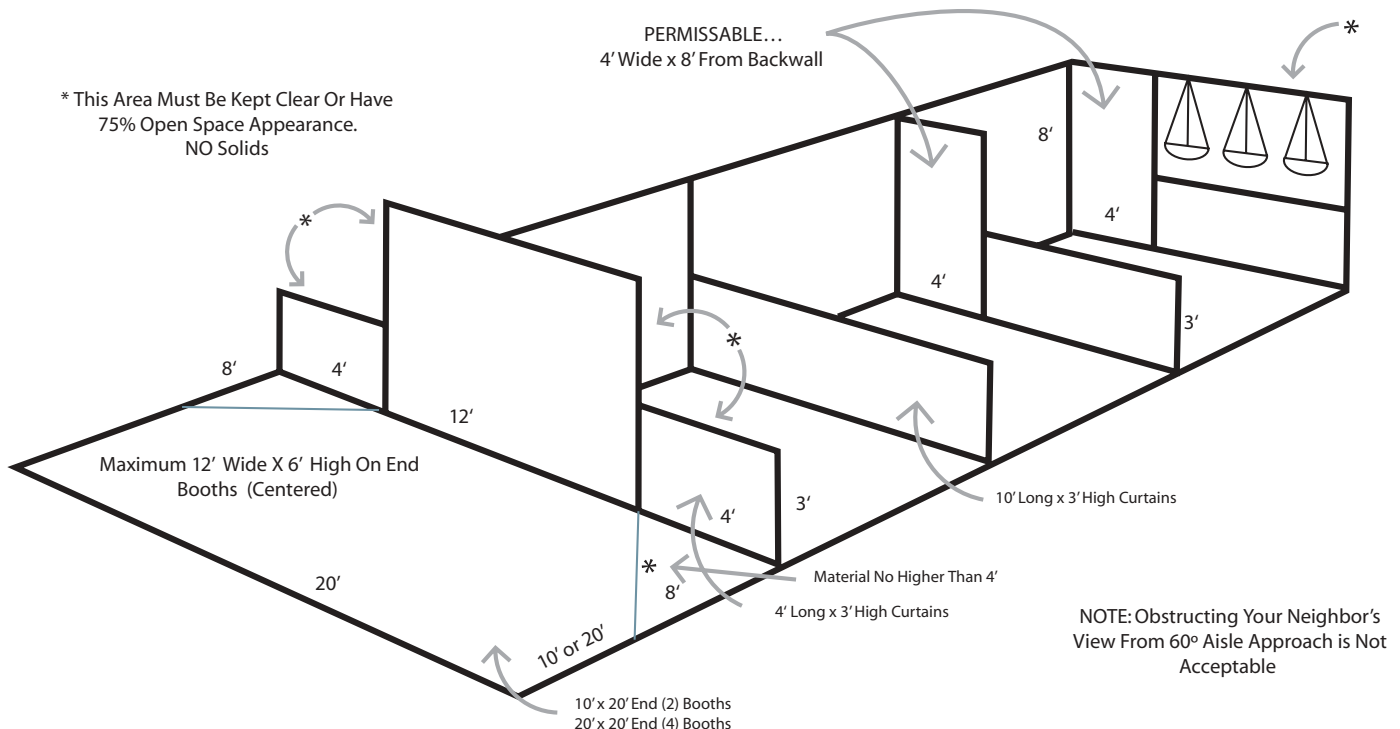
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## 19. NON-COMPLIANCE TO RULES AND REGULATIONS

Each exhibitor, for himself and his employees, agrees to abide by the rules and regulations given herein and by subsequent amendments and additions, considered by the L&N Expo management to be in the best interest of all the exhibitors. Upon non-compliance with the rules formulated, the L&N Expo management reserves the right to prohibit, reject, or eject any exhibitor, exhibitor's representatives, or exhibit in whole or in part, with or without giving cause. If cause is not given, liability shall not exceed the return to the exhibiting company of the rental unearned at the time of ejection. If an exhibitor is ejected for violation of these rules, or for any other reason, no return of rental monies shall be made.

## 20. AMENDMENT TO RULES

These rules, regulations and conditions have been drawn for the purpose and intention of providing a well balanced, well regulated, attractive and successful exposition. Any and all matters, or questions, not specifically covered by the proceeding rules and regulations shall be subject solely to the decision of the L&N Expo management. In an effort to provide the greatest good to the greatest number, the L&N Expo management shall have full power to interpret the rules and regulations or make such rulings as may appear to be for the best interest of the entire exposition, and any and all amendments of the foregoing rules, regulations and conditions shall bind the exhibitors.



## 9. MATERIALS DISPLAY CONFIGURATION

Exhibit displays may not exceed more than 8' in back wall height from the exposition floor and must be confined to the rear one fourth (4') of each booth, unless permission is received from the L&N Expo to do otherwise. Those exhibitors having the 10' x 20' booths on the end of each row are subject to a different back wall, 8' in height and 12' in width which is centered on the 20' back wall leaving 4' on each side. (See illustrations on the following pages for an example of both types of booths.)

Exhibitors building to these specifications must finish the back portion of their exhibits so it will not be objectionable to adjacent exhibitors. L&N Expo reserves the right to have such finishing done, billing the exhibitor for charges incurred. Exhibitors may furnish their own tables and chairs if desired. Additional equipment, booth furnishings and services may be ordered on forms which will be supplied to each exhibitor from the decorator. No type of product (plant material or hard good materials) may be outside of the allotted booth space. Overhanging plant limbs or products are not allowed.

**SPECIAL NOTE:** Except for the rear one-fourth (4') portion of the booth space, where display materials are allowed to be 8' high in all other portions of the booth space, no display material shall exceed a height of 4' from the exhibit floor except by permission of the L&N Expo management. Plant material can be over 8' high as long as they do not over hang into adjoining booths or block the angle of view of adjoining booths.

## 10. SPECIAL EQUIPMENT RESTRICTIONS

The operation of oil, propane or gasoline engines is prohibited and all such engines must be free of such fuels while on display in the exhibit area.

The audio-visual equipment is limited in its operation to sales demonstrations only and shall not be used for showings designed to attract or amuse visitors. All audio-visual equipment must be in accordance with the requirements of the fire prevention authorities and in harmony with any agreements entered into by the L&N Expo, the management of the exhibit hall, and applicable labor unions. The use of loud speakers and public address equipment is also prohibited. Exhibits which include the operation of musical instruments, radios or any noise-making equipment must be conducted or arranged so that the noise resulting from the demonstrations will not annoy or disturb adjacent exhibitors.

All plans for installation and operation of special equipment must be approved by the L&N Expo before operation is initiated. No balloons or large signs can be placed higher than 8' from the floor, nor will any type of sign or construction be hung from the ceiling. The use of robots or specially dressed mascots are allowed within the confines of the booth. The movement of these items from one booth to another booth during the show hours is forbidden.

## 11. INSTALLATIONS AND DISMANTLING OF EXHIBITS

Installation of exhibits may begin at Noon, the day preceding show day and all exhibits must be erected and completely arranged by 7P.M. The hall will close promptly at 7P.M. The L&N Expo WILL NOT ALLOW ANY MOVING IN OF EXHIBITS AFTER THE OPENING OF THE SHOW UNLESS PERMISSION IS RECEIVED FROM SHOW MANAGEMENT. Dismantling and removal of material by exhibitors may begin after the close of the show at 4P.M. and all exhibit material must be removed from the exposition hall by 8P.M. on show day. No forklifts will be available on the morning of the show.

## 12. REMOVAL OR SALE OF EXHIBIT MATERIALS

"Over the counter" sales at the L&N Expo are strictly prohibited. The sale of individual item(s) where the purchasers would take possession of the item during the show at the L&N Expo is not permitted. The sale or giveaway of free merchandise materials used as display items in the exhibit booth is permitted at L&N Expo, however, once the exhibit booth has been stocked with exhibit material; no materials whatsoever will be allowed to leave the booth space at any time prior to the close of the show. This means that any exhibitor who wants a customer to have an exhibit item will only be able to give it to that customer after the show closes. This policy does not in any way restrict the normal trade show sales activities of taking orders or materials for delivery after the L&N Expo has closed.

This policy is to assist the exhibitor in preventing theft of exhibit material and also to encourage exhibitors to keep exhibit materials in their booths until the end of the show. Selling and depleting booth merchandise during the show detracts from the overall effectiveness of the show and does not allow last hour buyers the opportunity to see complete exhibits.

Distribution of brochures, circulars, or other printed matter, yard sticks, shopping bags, etc., will be allowed, upon approval of L&N Expo management and provided it does not interfere with the security or atmosphere of the show.

## 13. FOOD & DRINK

The convention center has contracted with a food service firm who has exclusive rights for the sale of all food and drink within the exhibit hall and on the premises.

## 14. INSURANCE AND LIABILITY

The L&N Expo, the show committee members, contract employees, nor the service contractors, nor the management of the Sacramento Community Center, nor the City of Sacramento, nor the California Association of Nurseries & Garden Centers, nor The California Landscape Contractors Association, nor any officers and/or staff members of the above will be responsible for any injury, loss or damage that may occur to the exhibitor, employees, or any injury, loss or damage that may occur to the exhibitor, employees, or any others designated by him from thefts, strikes, damage by fire, water, storm, vandalism, Acts of God, or from any cause whatsoever, prior, during or subsequent to, the period of the show.

The exhibitor, furthermore, upon rental of booth space, releases the L&N Expo Committee, the management and the Show Manager against any and all claims for such loss, damage, costs, expenses, including attorney's fees, claims, suits and judgments whatsoever in connection with injury to, or death of any persons, loss or damage to any property in any way connected with the performance of the exhibitor, its personnel or equipment while at the L&N Expo or traveling to or from the show.

All property of the exhibitor is understood to remain in his custody and control in transit to or from or within the confines of the Sacramento Community Center and is subject to the rules and regulations of the L&N Expo. Since the L&N Expo nor the Sacramento Community Center does not cover the individual displays, exhibitors are advised to keep floater insurance to cover exhibit materials against damage, and public safety while participating in this show.

Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. The L&N Expo, the L&N Expo management and the Show Manager will not be liable for any expenses, cost of liability that the exhibitor may try to insure against the L&N Expo.

# LANDSCAPE & NURSERY EXPO

## CLARIFICATION OF RULES GOVERNING OBSTRUCTIONS AND BOOTH DECORATION

L&N Expo Rules and Regulations specifically state, in item #8, that "Exhibit displays may not exceed more than 8' in back wall height from the exhibition floor and must be confined to the rear 4' of each booth.

The diagram below and on the preceding page shows graphically exactly how this rule is interpreted by the Committee, and how your booth should look in conforming to the Rules and Regulations. Please note that starting at four feet from the back line; exhibits, may go to a maximum height of eight feet from the exhibit floor. Except for the rear one-fourth (4'), portion of the booth space where display materials are allowed to be 8' high, in all other portions of the booth space, no display shall exceed a height of 4' from the exhibit floor, except by permission of the L&N Expo management. Products that exceed 8' must be kept in rear portion of booth and not placed at the sides in the front part of the booth. Side areas must maintain a 75% open space appearance.

**ATTENTION:** Those exhibitors having the 20' x 20' and the 10' x 20' booths on the end of each row are subject to different back wall configuration than the 10' x 10' aisle booths. They may have a wall 8' in height x 12' in width which is centered on the 20' back wall; leaving 4' on either side. There must also be a clear area in front of the 3' high x 4' wide side panels that extends out 8' from the back wall as indicated on the booth diagram on the previous page. The area of the booth within the 4' x 8' x 9' triangle must not have any booth exhibit material more than 4' high.

**SPECIAL NOTE:** To those exhibitors who may be building custom exhibit racks; even though the booth is sold as a 10' x 10' unit, the more accurate width measurement will be approximately 9'6", so be sure to take this into consideration when determining dimensions of your exhibit rack.

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**The L&N Committee and show management will be charged with enforcement of this rule and any violation will be immediately corrected or possible loss of booth space may result.**

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