



# EXHIBIT SPACE APPLICATION & CONTRACT

## MARCH 13-17, 2019

### SEAPORT WORLD TRADE CENTER, BOSTON

Company Name \_\_\_\_\_

Exhibitor Booth Sign/Show Program (if different from Company Name) \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Mobile Phone \_\_\_\_\_ Phone \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Website \_\_\_\_\_

**RETURN APPLICATION TO:**

Boston Flower & Garden Show  
 197 First Avenue, Suite 150  
 Needham, MA 02494  
 Attn: Megan Berridge, Sales

**FAX: 781-453-0407**  
**PHONE: 781-343-1562**

[mberridge@paragonexpo.com](mailto:mberridge@paragonexpo.com)  
[www.BostonFlowerShow.com](http://www.BostonFlowerShow.com)

**EXHIBIT SPACE RENTAL:**

Booth fee includes: 8' tall back drape, 3' tall side drape, booth ID sign, listing in show program, listing & link on show website, 4 exhibitor badges for staff & 4 guest tickets. Does NOT include tables, chairs or electricity.

<u>Qty</u>	<u>Booth Size</u>	<u>Booth Price</u>	<u>Total</u>
_____	Standard 10 x 10	\$1,875	\$ _____
_____	Premium 10 x 10*	\$2,050	\$ _____
_____	Corner Booth	Add \$225	\$ _____
<b>Other (please call for pricing)</b>		\$ _____	\$ _____
* 400 & 700 aisles, facing the gardens		<b>TOTAL</b>	\$ _____
		50% Deposit Due On Signing	\$ _____
<b>BALANCE DUE February 1, 2019</b>			\$ _____

**PRODUCTS TO BE DISPLAYED:**

*NOTE: Subletting is prohibited.* Only those products listed below & approved by show management will be permitted to be displayed:

\_\_\_\_\_

\_\_\_\_\_

**Please contact me regarding advertising in the show program.**

**PREFERRED LOCATION:**

1st \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3rd \_\_\_\_\_

We'd prefer not to be next to or across the aisle from:

\_\_\_\_\_

**IMPORTANT! REQUIRED BY MA DEPT OF REVENUE:**

TAX ID #: \_\_\_\_\_

**PAYMENT: 50% deposit required.** Balance due **February 1, 2019.** Faxed applications must be followed with a deposit check within 7 business days. Space will not be assigned until application and deposit are received. Company check preferred. US Banks only.

**Make checks payable to Boston Flower & Garden Show.**

Check  American Express  Master Card  Visa      Deposit or Full Payment Amount: \$ \_\_\_\_\_

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Credit Card No \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name on Credit Card \_\_\_\_\_ Signature \_\_\_\_\_

I authorize Paragon Group to process payments on given credit card. Unless otherwise instructed, deposit will be charged when application is received and balance will be charged on February 1, 2019.

**PLEASE SIGN AGREEMENT:** We agree to abide by all terms, conditions, rules & regulations governing the Boston Flower & Garden Show as contained herein which is part of this application. Acceptance of this application by the Boston Flower & Garden Show constitutes a binding contract.

X \_\_\_\_\_  
 Authorized Signature on Behalf of Exhibiting Company      Title      Date

FOR BF&GS USE ONLY

Application Received by (BF&GS)	Date	Deposit Rec'd	Check #	Balance Due

Space Assigned	Corner(s)	Space Size	Notes

# BOSTON FLOWER & GARDEN SHOW BASIC TERMS AND CONDITIONS

## 1. Contract

This application, properly executed by Exhibitor, shall upon written acceptance by Boston Flower & Garden Show (BF&GS) constitute a valid and binding contract. BF&GS reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the Show. It is further agreed that the conditions, rules and regulations as herein stated and as outlined in the Exhibitor's Manual are made a part hereof as though fully incorporated herein, and that the said Exhibitor agrees to be bound by each and every one thereof.

## 2. Exhibit Space

Rental shall be paid upon the following terms in order TO GUARANTEE EXHIBIT SPACE. A deposit of 50% of the booth fee is due immediately with Space Application. Balance of booth fee must be paid 45 days prior to the show date. Faxed applications must be followed by a check within seven working days of receipt of fax. Full payment is compulsory in advance of move-in dates.

BFGS reserves the right, unto its own discretion to: 1) determine the eligibility of exhibitors and products or services before acceptance of contract 2) reject or prohibit exhibits or exhibitors which BFGS considers objectionable, and 3) relocate or remove exhibitors or exhibits when in BFGS opinion such moves are necessary to maintain the character and/or good order of the show.

## 3. Subletting Space

**Subletting is prohibited.** No Exhibitor shall assign, sublet or apportion the whole or any part of the space allotted, or have representatives' equipment or materials from other than its own firm in the said place without the written consent of BFGS.

## 4. Aisles

The aisles, passageways and overhead spaces remain under the control of BF&GS, and no signs, banners, advertising materials or exhibits, will be permitted in those areas without permission from BF&GS. All exhibits and personnel must remain in confines of their own spaces. See exhibitor manual for specific details.

## 5. Exhibit Removal

**No exhibits**, part of an exhibit or merchandise may be removed from the Building **until 6:30 p.m.** of the closing day without approval from BF&GS. All Exhibits and materials must be removed by the stated times as posted in the Exhibitor's Manual. The set-up and breakdown schedules must be strictly adhered to for the safety and convenience of all show exhibitors, attendees and the timely presentation of the show. Each Exhibitor must have an attendant in display during all hours of the show. Anyone arriving late, leaving early or breaking down during show hours, may be denied entrance to future shows.

## 6. Liability of Exhibitor

The Exhibitor is entirely responsible for the space occupied by him and shall not injure, mar or deface the premises. The Exhibitor shall not drive nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the Building. Furthermore, Exhibitor shall not affix to the walls or windows of the Building any advertisements, signs, etc., or use adhesive type material on any painted surfaces. The Exhibitor agrees to reimburse BF&GS and/or the Building for any loss or damage occurring to the premises or equipment.

## 7. Booth Display

Included in the cost of the exhibit space is standard 8' back drape, 3' side rail, exhibit signage, four exhibitor badges, four complimentary guest admission tickets, listing and link on show website, 24 hour security service, and listing in the Official Show Program. Carpeting and furnishings can be rented through Freeman Decorating. Please place orders directly through the facility for electricity and phone line services. The Manual contains all the pertinent numbers and will be e-mailed approximately 8 weeks before the Show. Absolutely no cardboard or hand written signs of any kind will be permitted to be used in the display.

## 8. Local Ordinance

All exhibits must comply with all City, State and Federal laws, ordinances, regulations and Fire Marshall instructions. Any and all City, State or Federal licenses, inspections, permits or taxes required by law of any Exhibitor in the installation or operation of his exhibit, shall be obtained by the Exhibitor at his own expense prior to the opening of the Show. Exhibitors must have in their possession at the show any licenses or permits required by the City or State.

## 9. Cancellation of Contract

The Exhibitor shall forfeit his right to the space, all prepaid costs and upon demand, pay any balance owing to BF&GS if he fails to occupy or use his space or to have his exhibit completed by last designated hour of the opening day of the Show. If the Exhibitor forfeits the space, BF&GS may re-let the space without liability to Exhibitor. If this contract is cancelled by Exhibitor for any reason, or by BF&GS because of Exhibitor's default or violation of this agreement, monies paid to BF&GS by Exhibitor shall be retained as follows: If cancellation occurs 45 days or more prior to the opening day of the Show, BF&GS shall retain the required deposit, as noted on the front of this agreement and shall return the balance to Exhibitor. If cancellation occurs within 45 days prior to the opening day of the Show, BF&GS shall retain the entire amount paid to date.

**Any cancellation must be in writing.**

## 10. Disputes Resolved by Arbitration

Should any dispute arise between the parties concerning this Agreement or matters contemplated herein, the same shall be resolved by binding arbitration, conducted pursuant to the rules and regulations of the American Arbitration Association. Any arbitration commenced hereunder shall be held in Boston, Massachusetts, by one arbitrator (who shall be a lawyer) in accordance with American Arbitration Association rules. Each party shall bear its own cost of arbitration.

## 11. Liability of Boston Flower & Garden Show

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 the cost of the reserved space paid to BF&GS and BF&GS shall not be liable for any other damages or expenses; BF&GS shall not be liable for any refund, damages or expenses if caused by an act of God. In the event of any breach of contract other than cancellation, delay, interruption, or not holding the show as scheduled, Exhibitor's damages shall be limited to the cost for the reserved space paid to BF&GS.

## 12. Indemnification

Exhibitor shall protect, indemnify and hold harmless BF&GS, Seaport World Trade Center, their officers, agents and employees from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the exhibit and activities of the Exhibitor and the officers, contractors, licensees, agents, employees, guests, invitees or visitors of Exhibitor, including but not limited to claims, damages, losses and expenses arising out of or resulting from the 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.

## 13. Consent to Use Exhibitor's Likeness

Exhibitor hereby consents to BF&GS'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 for the purpose of advertisement and promotion of this and future shows.

## 14. Exhibitor Conduct

The Exhibitor shall not conduct himself in such a manner or operate his equipment at a level of sound that is determined at the sole discretion of BFGS to be determined to the welfare of the show or of other exhibitors. BFGS reserves the sole right at its discretion to take whatever action is necessary to force the Exhibitor to observe the foregoing.