



ARKANSAS FLOWER AND GARDEN SHOW

2016 BOOTH RENTAL APPLICATION & CONTRACT

February 26-28 • Statehouse Convention Center, Little Rock

SHOW LOCATION: Statehouse Convention Center, Little Rock

SHOW THEME Silver Celebrations: 25 Years of Gardening in Arkansas

SHOW DATES: Friday, Saturday and Sunday
February 26-28, 2016

MOVE-IN: Multiple Booths – Thursday, February 25, **8:00 am – 10:00 pm**
Single Booths – Thursday, February 25, **2:00 pm – 10:00 pm**
All exhibits must be ready for inspection by 9:00 am, Friday, February 26.

SHOW HOURS: Friday: 10:00 am – 6:00 pm
Saturday: 10:00 am – 6:00 pm
Sunday: 10:00 am – 4:00 pm

MOVE-OUT: Sunday, February 28, after 4 pm and Monday, February 29, from 8:00 am – noon
All exhibits must remain intact until 4 pm, February 28.

TERMS AND CONDITIONS

1. **Booth details:** One standard booth consists of a 10 ft. x 10 ft. area. Vendor may apply for multiple booth spaces. Vendor cannot sublet booth space.

2. Each booth is furnished with an 8-foot backdrop, 3-foot side drapes and a standard sign identifying the occupant of the booth. One 6-foot skirted table and two chairs are also provided with each booth.

3. Vendors accepted into The Arkansas Flower and Garden Show, Inc. (AF&GS) may furnish their own tables, chairs, shelves, lighting and all other supplies. Tables, chairs and some other display items are available to rent from the convention service company. Information on renting these supplies will be furnished to vendors one month before the Show.

4. All displays, tents and structures must be of sound construction and designed in good taste. The AF&GS has sole discretion to decide if any part of Vendor's booth does not meet its standards.

5. **Utilities** for exhibit booths (electrical, water, phone and Broadband internet) are provided at extra cost. Order forms for these arrangements will be sent with the vendor packet one month before the Show and should be sent directly to the Statehouse Convention Center. Rates are less expensive if ordered 2 weeks before the Show. AF&GS will not be responsible for on-site requests. The current rate for an advance order single 20amp 110v double outlet is \$40. Wireless internet is complimentary within the convention center, but service is not guaranteed.

6. **Booth payment schedule:** At least 50% of the total cost of the requested booth space must be received by the AF&GS before a booth is reserved. The remaining balance is due on or before December 1, 2015. Unpaid balances and new reservations postmarked after December 1, 2015, will incur a late fee of \$100.00 per booth. Following the Show, vendors with past due booth balances will be charged an additional \$100 per booth fee

if not paid by March 31 following the Show. Vendors who do not pay their booth balances by May 31 following the Show will be prohibited from exhibiting at the next Show.

7. **Booth cancellation:** If it becomes necessary for an exhibitor to cancel their booths, AF&GS will refund 50 percent of the cost of the reserved booth if the cancellation is made by January 1, 2016. There will be no refunds after January 1, 2016.

8. The AF&GS management reserves the right to limit the number of identical or similar companies, products or services that may exhibit in the Show. Only garden-related items or services are to be exhibited at the Show.

9. The AF&GS management reserves the right to select exhibitors that support the goals of the AF&GS.

10. Booth assignments are at the discretion of the AF&GS management and are assigned on first paid basis. Management will do their best to accommodate exhibitor's first choices. The AF&GS management reserves the right to change any assigned booth number(s) and/or space assignments if necessary.

11. It is the exhibitor's sole responsibility to comply with all federal, state, local and municipal laws governing their business.

12. Applications that are not signed and dated will be denied automatically. A signed application is a contract to participate and abide by the terms and conditions and vendor code of conduct.

13. AF&GS reserves the right to terminate this contract at any time before or during the festival if Vendor or its employees or agents commit any act or omission that AF&GS deems, in its sole discretion, to be detrimental to the purposes of the Show, violate this agreement or violate any law or ordinance.

14. Vehicles and storage trailers are not allowed for use as booths or in booths when the Show is open to the public without expressed permission of the AF&GS. Vehicles that are allowed will have to disconnect their battery cables.

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TERMS AND CONDITIONS (cont.)

15. Vendor must **check in** during its assigned time, which will be sent in the vendor packet one month before the Show. Check-in hours will begin Wednesday at 8:00 a.m. and end Thursday at 6 p.m.

16. Vendor will receive **name badges** that will need to be visible at all times when manning a Vendor booth.

17. Vendor may display and sell only products within the category for which it was accepted. Any items not listed on the application are unacceptable and must be removed.

18. Vendor will allow the AF&GS to take and use photographs and video of their exhibit space for AF&GS promotional purposes.

19. Vendor agrees to the AF&GS promotional, noncommercial use of its images of its workers, agents and staff in photographs, video, film or other media depictions of the Show.

20. All exhibitors must conform to local fire department rules and regulations.

21. No electrical wiring will be installed without using the authorized electric contractor.

22. Booth setup shall not extend beyond assigned space. Any booth that extends beyond their assigned space will be charged according to the current booth rental prices.

23. Active solicitation outside of Vendor's booth is prohibited.

24. Vendor is responsible for collecting, reporting and paying all sales tax. Forms and information will be provided with the check-in packet. Arkansas law requires vendors to submit a sales tax report and payment of sales tax to AF&GS during each day of the festival. Vendors that have an existing Arkansas sales tax permit can pay sales tax directly to the state and city in accordance with their usual procedure.

25. No pets are permitted on the show floor during Show hours unless acting as service animals.

26. The Show officially closes at 4:00 pm on Sunday. Vendors shall not remove merchandise prior to the established closing time. Any vendors who begin packing up their booths or leave prior to closing will not be considered for participation in future shows. At the end of the Show, vehicles will be allowed into the convention center at scheduled times at the discretion of the AF&GS.

27. Vendor agrees that all belongings must be removed from the convention center after the close of the Show by 5:00 pm on Monday.

28. Vendor agrees not to deface property and agrees to accept liability for any damage to property of others or the Little Rock Convention and Visitors Bureau caused by or resulting from actions of Vendor, its agents, employees, representatives or visitors. Any such damage shall be remedied at Vendor's expense and to the satisfaction of the property owner.

29. In the event of war, fire, terrorist attack, public catastrophe, strike, act of God, civil unrest or other uncontrollable cause, the AF&GS or any part thereof is prevented from being held, or cancelled. The AF&GS, shall, in its sole discretion, determine a refund, if any, to be paid to Vendor.

30. Vendor assumes all responsibility for loss, theft or destruction of goods or personal injuries to itself, its employees, agents, representatives or visitors.

31. No refunds will be given due to **inclement weather**. The Show will continue except in cases of dangerous weather, and Vendor is required to be present for the entire festival. If a decision is made to suspend the festival based on weather, Vendor will be notified in a timely manner.

32. AF&GS is not responsible in any way for loss or damage to Vendor's property. Minimal security will be provided after hours, and Vendor is responsible for securing its booth.

33. AF&GS shall not be liable to Vendor's agents, invitees, licensees, visitors or to any other person, for injury to person or damage to property on or about the premises caused by the negligence or misconduct of Vendor, its agents, servants or employees or any other person entering upon the premises under express or implied invitation of Vendor.

34. Vendor agrees to indemnify and hold harmless The Arkansas Flower & Garden Show, Inc. from any loss, attorney's fees, expenses or claims arising out of any such damage or injury.

35. Vendor agrees to indemnify and hold harmless AF&GS and any of their representatives or sponsors against any loss, cost, injury, claim, damage or charge made by any individual or entity against Vendor or the AF&GS arising from Vendor's performance under this agreement or its participation in the Arkansas Flower & Garden Show.

36. If any portion of this agreement is held invalid, illegal or unenforceable, such determinations shall not impair the enforceability of the remaining terms and provisions herein.

37. These terms and conditions and the attached application constitute the entirety of the agreement between the parties. The attached application is hereby incorporated by reference as part of these terms.

38. This agreement shall be subject to and governed by the laws of the State of Arkansas. The proper venue for any dispute shall be Pulaski County, Arkansas.

ANY VIOLATION OF THESE TERMS AND CONDITIONS MAY RESULT IN THE LOSS OF BOOTH SPACE FOR THE DURATION OF THE FESTIVAL WITHOUT REFUND, AND THE VENDOR MAY BE EXCLUDED FROM FUTURE ARKANSAS FLOWER & GARDEN SHOWS.

VENDOR CODE OF CONDUCT

As a vendor of the Arkansas Flower & Garden Show, I accept and fully agree to abide by, honor and enforce the 'code of conduct' as stipulated below:

1. Be considerate of other exhibitors.
2. Do not construct booth displays that block traffic to neighboring booths or create unattractive backdrops for neighboring booth displays.
3. Ensure that your exhibit does not unduly interfere with other exhibitors' abilities to conduct business.
4. The sound level from your booths shall not intrude and/or violate the rights of any and all adjacent exhibit areas.
5. Under no circumstance should you enter any other exhibitor's display area uninvited or when unattended, nor should you handle any product without expressed permission from the exhibitor.
6. Unauthorized photography by a vendor, its agents, servants or employees is prohibited and will result in the vendor being prohibited from exhibiting at the next Show. Unauthorized photography includes videotaping or photographing another exhibitor's booth or product without the exhibitor's permission at any time.
7. Exhibitors shall be limited to designated areas (area in and directly around your booth or display) for the purpose of soliciting and/or business transactions. No soliciting of trade show attendees from a competitor's booth will be allowed.

The Executive Director, Show Chairperson or other designated official shall interpret this Code of Conduct and resolve areas of conflict as they occur.



Company Name (to be displayed at booth) _____

Name of Contact Person _____

Telephone _____ Alternate Phone _____

Address _____

City _____ State _____ Zip _____

Email _____ Website _____

Preferred method of correspondence (please circle one): email mail

Type of service/products to be marketed in booth _____

◆◆◆ Arkansas Business Discount!◆◆◆

Businesses with their main office located in Arkansas receive a \$100 discount on each booth.

◆◆◆ Horticultural Business Discount!◆◆◆

Horticultural Businesses include those that sell plants or other products directly related to gardening or provide landscaping services. Horticultural Businesses receive an additional \$100 discount on each booth.

Booth Prices:

- Standard 10'X10' — \$750
- Premium 10'X10' — \$850 (corner or end-cap booths indicated by shading on map)
- Oversize 10'X30' — \$1,150 (OV1-OV7)

(Oversize booths must be set up and taken down in just 30 minutes. NO EXCEPTIONS.)

PLEASE NOTE: 50% of total rental fee is required to reserve booth space. The balance is due December 1, 2015. Rental fees increase by \$100/booth after December 1, 2015. There will be no refunds after January 1, 2016.

Standard 10'x10' booths	# booths _____	Cost \$ _____
Premium (end-cap) 10'x10' booths	# booths _____	Cost \$ _____
Oversize 10'x30' booths	# booths _____	Cost \$ _____
Arkansas businesses deduct \$100/booth		\$ _____
Horticultural businesses deduct \$100/booth		\$ _____
Cost of total space requested		\$ _____

Booth Choices

Please indicate your preferences for booth locations.

1st choice booth #s _____

2nd choice booth #s _____

For more information: Call 501-821-4000
 or go to www.argardenshow.org

MAIL APPLICATION AND PAYMENT TO:

Arkansas Flower & Garden Show
 P.O. Box 638
 Conway, AR 72033

By submitting this Application, the exhibitor agrees to all terms and conditions as set forth herein and under Arkansas Flower & Garden Show Terms and Conditions. I have read, understand and agree to the rules, regulations and liability information of this agreement.

Signature _____ Date _____

Office Use Only: Date Received _____ Time Received _____ Amt. Received _____