

**TERMS AND CONDITIONS FOR EXHIBITING AT THE
MISSISSIPPI NURSERY & LANDSCAPE ASSOCIATION'S GARDEN EXTRAVAGANZA**

1. **EXHIBITOR ELIGIBILITY-** The Garden Extravaganza (GE)/Mississippi Nursery & Landscape Association (MNLA) shall have the right to determine the eligibility of any exhibitor for inclusion at the GE, and reserves the right to refuse any or all applications for space and to prohibit or remove any exhibit, display or part thereof, or proposed exhibit display or device which in the opinion the GE/MNLA is not related to the nursery/landscape industry and/or suitable to or in keeping with the product display policy.
2. **SUB-LEASING AND SHARING-** No exhibitor may assign, sublet or apportion the whole or any part of the exhibit space assigned, nor permit any other party to exhibit therein, nor distribute any promotional or advertising materials in the occupied space other than those manufactured, grown or sold by Exhibitor in the regular course of business.
3. **EXHIBIT DISPLAY SPECIFICATIONS-** Standard booths will be 10'x 10' in size. An 8' high back drape, 36" high side drapes, standard sign (with company name) and daily janitorial service for aisle cleaning will be included at no charge. Additional equipment, materials and/or services (including interior booth cleaning) required by Exhibitor must be purchased separately. Exhibitor shall pay any repair damage to the Exhibit Facility caused by any action of Exhibitor. Use of booths and exhibit activities of Exhibitor shall be subject to all requirements and instructions of the Exhibit Facility Management pertaining to the use of their facility.
4. **EXHIBITION SCHEDULE-** Exhibitors will comply with the official schedules established for move-in, show hours and move-out. All exhibitors will have displays ready by the official opening of the GE and will not initiate breakdown or remove exhibit materials from the Exhibit Facility prior to the official closing of the GE.
5. **SECURITY-** Twenty-four (24) hour security will be provided from the beginning of the show to the end of the show. The GE/MNLA shall not be held responsible for the loss of any material by any cause and urges Exhibitor to exercise precautions to discourage loss due to theft or any other cause. No responsibility is assumed by the GE/MNLA for goods delivered to the "exhibit areas," or for materials left in the "exhibit areas" at any time. Exhibitors are encouraged to insure exhibit property against loss or theft, and those wishing to do so, must do so at their own expense.
6. **INSURANCE AND INDEMNITY-** It is expressly understood and agreed by Exhibitor that neither the GE/MNLA nor their employees nor their contractors shall be liable for loss or damage to the goods or properties of Exhibitor. On signing the EXHIBIT SPACE RENTAL AGREEMENT, Exhibitor releases and agrees to indemnify the GE/MNLA, and hold them harmless from any suit or claim for property damage or personal injury (including punitive damages) by whomsoever sustained, including Exhibitor and Exhibitor's agents or employees on or about Exhibitor's display space or arising out of Exhibitor's participation in the GE, expressly including such damage or injury resulting in any part from the negligence of one or more of the aforementioned indemnities. The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, civil disorder, the public enemy, curtailment or transportation facilities, or other emergency over which neither party has control making it illegal or impossible to provide the facilities or to hold the function. Exhibitor agrees to maintain such insurance that will fully protect the GE/MNLA from any and all claims of any nature whatsoever, including claims under the Workers' Compensation Act, and for personal injury, including death, which may arise in connection with the installation, operation, or dismantling of Exhibitor's display. Exhibitor agrees to indemnify and hold harmless the GE/MNLA for any such claims, irrespective of insurance coverages. Exhibitor further acknowledges that insurance covering the exhibit and/or property against damage and business interruption losses are the sole responsibility of Exhibitor. **Exhibitors are required to have Certificates of Insurance available for inspection by the GE/MNLA Staff.** In addition, the host Exhibit Facility is not liable to Exhibitor for any damage to or for the loss or destruction of any exhibit or the property of Exhibitor by fire or other casualty covered by an extended coverage endorsement to a fire insurance policy, whether caused by negligence of the Exhibit Facility Management, its officers, agents, servants, employees or otherwise, all claims for any such loss or damage being expressly waived by Exhibitor who agrees to indemnify and hold the host Exhibit Facility Management harmless for such claims.
7. **CANCELLATION/DISRUPTION OF THE GARDEN EXTRAVAGANZA-** Should any eventuality cause cancellation or disruption of the exhibition, the GE/MNLA shall not be liable for any expenses incurred by Exhibitor other than the rental cost of the exhibit space less expenses incurred by the GE/MNLA. In no case shall the amount of refund to Exhibitor exceed the amount of the exhibit fee paid.
8. All exhibitors are required to comply with the policies of the Mississippi State Tax Commission. The Tax Commission has required us, the promoter of this event, to collect and remit all sales tax owed for all sales at the event from all vendors. To abide by this policy, you are required to report your sales at this event on a sales tax envelope provided by the GE/MNLA, and deliver it to the promoter with payment of the appropriate sales tax enclosed. Payment must be in the form of a check or money order payable to the Mississippi State Tax Commission. The GE event coordinator will in turn, submit these returns and payments to the State Tax Commission. The GE assumes no responsibility in getting these amounts credited to any specific tax account.
9. **JACKSON SHOW ONLY-**The GE/MNLA will place ads in the media with \$5.00 coupons off any purchase (made from an exhibitor at the show) of \$50.00 or more. In signing this agreement you, the GE Exhibitor, agree to honor these coupons (one per customer, per exhibitor). The Exhibitor will collect the coupons and after the show closes, will place these coupons in a drawing for a \$300.00 credit to booth space in the upcoming year. This credit is nontransferable and void after one year.
10. The exhibitor expressly agrees to be bound by all terms, conditions and specifications herein listed and by the rules and regulations established by the GE/MNLA from time to time thereafter modified. And the exhibitor expressly agrees that this contract and such rules and regulations contain the entire agreement between the parties hereto and supersedes any prior agreement, written or oral. This contract shall be interpreted under the laws of the United States and the State of Mississippi.