

This agreement is between the NW Hort Expo (a horticulture exposition) the exhibiting company (Exhibitor). The NW Hort Expo is managed by the NCW Fieldmans Association and Yakima Pom Club. The Exhibitor acknowledges their agreement to the conditions of this contract by the submission of the exhibitor registration and submission of the required payment. The NW Hort Expo 2023 venue is the Three Rivers Convention Center and the Kennewick Toyota Center in Kennewick WA December 4 – 6th, 2023.

1. **Companies desiring to exhibit** at the NW Hort Expo must complete the secure online registration form and submit the completed form and payment to the NW Hort Expo c/o the NCW Fieldmans Association. Exhibitor registration is accessed through the interactive booth map found on the NW Hort Expo website (nwhortexpo.com) or directly using the link: <https://homebase.map-dynamics.com/nwhort2023/floorplan>

2. **By selecting** numbered booth squares on the interactive booth map the exhibitor indicates the booth number(s) and booth size they wish to purchase. The interactive booth map and floor plan will show booth prices, available booths, sold booths and purchased booths. The exhibitor will receive an acknowledgement immediately after the registration is submitted and payment is made. If payment is made by credit card, the acknowledgement will include a receipt. If payment by check is indicated, instructions for tendering the check will be included.

3. **Pre reserved booth spaces** must be paid in full by August 15th, 2023. If reserved booth payment is not received by August 15th, 2023 the reserved booth will be canceled then made available for general purchase. Reserved booths are assigned to those exhibitors who have exhibited at the preceding three NW Hort Expos.

4. **Final decisions** on booth space assignments are at the discretion of the NW Hort Expo coordinators. 5. **Exhibitor Contact/Responsible Person.** Each exhibiting company will specify one company representative individual as the duly authorized representative in charge of the NW Hort Expo exhibit. This person will assume responsibility for all negotiations with NW Hort Expo event managers and the exposition decorator. The representative will receive all official correspondence from the NW Hort Expo referring to the exhibit. The company representative is responsible for communicating NW Hort Expo information to registered booth staff and their company management team. This person will be identified during the online process of application for booth space rental.

6. **Booth Staff Registration.** Each exhibit space receives six exhibitor badges. Contact the NW Hort Expo coordinators for additional exhibitor badges. All exhibitor badges ordered after November 22, 2023, will be assessed a late fee of \$10.00 per badge. The company representative will receive a booth staff submission request before November 1st, 2023.

5. **Name Badge Usage.** The NW Hort Expo and Event managers have sole control over all admission policies at all times. There will be no exceptions to this policy. Badges are to be worn by only the person whose name is on the badge and who received the badge as issued by the 2023 NW Hort Expo management. The name on the badge cannot be changed or obscured in any way.

6. **Booth Space and Decorations.** All Kennewick Toyota Center level one and Dreamer Lounge booths are 10' x 8', Concourse level booths are 10'x6' unless specified otherwise. All Three Rivers Convention Center lobby booths are 10' x 6' and the side room booths 301-336 are 10'x8' unless otherwise specified. Each booth is equipped with 8' high drape backdrop, and 3' high side rail drape divider on each side. Corner booth exhibitors may request to remove the 3' side rail drape on the aisle side of booth. If Exhibitor has two adjacent corner booths, an end-cap, the backdrop, 8' high by 10' wide, drape will be

centered in the back along the 20' length of the booth space. The 3' high side rails for the adjacent booths will extend 5' on each side of the 8' backdrop. The Exhibitor must not place items that additionally obscure the view of the adjacent booths.

7. Booth Sharing. Exhibitors are prohibited from sharing, assigning or subletting a booth, or any part of the space allotted to them, nor shall they exhibit, or permit to exhibit in their space, any merchandise or advertising materials, which are not part of their regular products. Only one (1) exhibiting company is permitted per booth. Booths may be split at the discretion and approval of the event coordinator. Any booth splitting must be requested in advance and in writing.

8. Items Distributed at Booth. Items distributed from exhibit booths should contribute to the educational requirements of the professional attendee. The following items are generally approved by the NW Hort Expo: product/services brochures, sales videos, sales literature, newsletters, journals, publications, manuals, calculators, clocks, mugs, glasses, coasters, ink pens, tote bags, key chains, luggage tags, calendars, note pads/post-it notes, letter openers, staplers/staple removers, flashlights and rulers. Items other than those listed must be approved by the NW Hort Expo Coordinators. There will be no exceptions to this policy. Items appearing on the exhibit floor not approved by the NW Hort Expo Coordinator will be removed. All costs incurred by the removal of these unapproved items shall be the responsibility of the Exhibitor. Only items featuring the name of the company, NW Hort Expo, or the meeting theme is permitted by the NW Hort Expo. All literature must be distributed within the booth space assigned.

10. Sales in Exhibitor Booth. Neither the Exhibitor nor his agents, employees, contractors, or anyone connected with or authorized by the Exhibitor shall conduct or permit any sales of goods or services of any kind in the exhibit area, or in any other facilities provided or controlled by the NW Hort Expo. However, order taking is permitted. Furthermore, the Exhibitor agrees not to conduct or permit the receipt of legal tender or anything of value for machinery, equipment, goods, and/or services. The NW Hort Expo has the right to terminate the Exhibitor's rights pursuant to this agreement at any time after discovery of a violation of this provision. The Exhibitor agrees that, in the event of termination of such violation, The NW Hort Expo shall retain as liquidated damages all amounts theretofore paid by the Exhibitor. All expenses of removal of an exhibit canceled for the reasons set forth in this provision shall be the responsibility of the Exhibitor. Remove Advertising

11. Security of Booth Contents. The NW Hort Expo will provide guard service when the exhibit hall is closed and will exercise reasonable care for the protection of Exhibitor's materials and displays. The furnishing of such service is in no case understood or interpreted by Exhibitor as a guarantee against loss or theft of any kind. The NW Hort Expo or any of its officers, directors or staff, Kennewick Toyota Center, Kennewick Convention Center or the decorator display service, or their agents will not be liable for the safety of the Exhibitor's property, his agents, or employees from theft, damage by fire, accident, or any other causes. Exhibitors wishing to insure their exhibit materials, goods, and/or wares of exhibits against theft, damage by fire, accident or loss of any kind must do so at their own expense.

12. Protection of Properties. Exhibitor or their agents may not allow any articles to be brought into the exhibit hall or permit any act to be done on the premises which will invalidate the insurance or increase the premium on the policies held by the NW Hort Expo, Kennewick Toyota Center or Three Rivers Convention Center or Decorator display service, nor permit anything to be done by their employees through which act the premises, property, or equipment of other Exhibitors will be damaged. No signs or equipment of other

Exhibitors will be damaged. No signs or articles can be affixed, nailed, or otherwise attached to walls, doors, etc. in such a manner as to deface or destroy them. In addition, no attachments can be made to the floors by nails, screws, or any devices that would damage them. All space is rented subject to these restrictions. Violations of these rules will result in the Exhibitor being held liable for any damage resulting from such violation.

13. **Suitability.** The NW Hort Expo management reserves the right to decline to permit an Exhibitor to conduct and maintain an exhibit if the said Exhibitor or exhibit, or proposed exhibit, in the judgment of the NW Hort Expo, shall in any respect be deemed unsuitable. This reservation relates to persons' conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitation, that affect the character of the exhibit.

14. **Noise Restrictions.** Audio presentations must be muffled so noise does not interfere with other Exhibitors. Extremely loud noises such as bells, sirens, buzzers, etc., will not be permitted, in order to maintain a businesslike atmosphere.

15. **Events Lists. Beware of companies who may contact you offering to sell an event attendee or meeting attendee list, as they are highly unlikely to have the rights or accurate information to make these lists available. Our database of vendors and visitors is confidential information and is not sold or made available to third parties (other than small company profile extracts made available to attendees by the attending companies in connection with matchmaking/lead generation services) and our visitor and exhibitor lists are protected by copyright which prevents unauthorized copying.**

16. **Use of Third Party Proprietary Materials.** The Exhibitor shall be responsible for securing any and all necessary licenses or consent for a) any performances, displays, or other uses of copyrighted works or patented inventions, and b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party used, directly or indirectly, by the Exhibitor. The Exhibitor agrees hereby to indemnify, defend and hold the NW Hort Expo, NCW Fieldmans Association, Yakima Pom Club and its contracted persons harmless from and against any claim of liability and any incident resulting from loss, cost or damage (including costs of lawsuit and attorney's fees) for failure to obtain these licenses or consents and/or for infringements or other violations of the property rights or the rights of privacy or publicity of any third party.

17. **Distribution of Food or Beverages.** No distribution of food and/or beverages in any form (fresh or prepackaged) from the exhibit booths will be allowed. Individually wrapped candies are exempt from this rule.

18. **Exhibitor Scheduled Activities.** Exhibitor agrees not to extend invitations, conduct meetings, host events or otherwise encourage absence, during official hours, of attendees, other Exhibitors, or guests from attending the educational sessions, participating in NW Hort Expo social events, or visiting the exhibit hall.

19. **Removal of Exhibitor.** Violation of any of these regulations on the part of the Exhibitor, his employees or agents, shall annul the right to occupy space, and such Exhibitor will forfeit to the NW Hort Expo all monies, which may have been paid. Upon evidence of violation, the NW Hort Expo may re-enter and take possession of the space occupied by the Exhibitor and may remove all persons and goods at the Exhibitor's risk. The Exhibitor shall pay all expenses and damages, which the NW Hort Expo may thereby incur.

20. **Injury to Exhibitor Staff and Property.** The Exhibitor indemnifies and agrees to hold harmless the NW Hort Expo, NCW Fieldmans Association and Yakima Pom Club and their actions losses, costs, damages, claims and expenses (including attorney's fees) arising from

any damage to property or bodily injury to Exhibitor, his agents, representatives, or employees by reason of the Exhibitor's occupancy or use of the exhibition facilities.

21. No Fire Hazards. All materials used in the exhibit area must be flameproof and fire resistant in order to conform to local fire ordinances, and in accordance with regulations established by the National Association of Fire Underwriters. Crepe paper, corrugated paper, flameproof or otherwise, will not be permitted. Display racks, signs, spotlights, and special equipment must be approved before use, and all displays are subject to inspection by the Fire Prevention Bureau. Any exhibits or parts thereof found not to be fireproof may be ordered dismantled. All aisles and exhibits must be kept clear at all times, and fire stations and fire extinguisher equipment are not to be covered or obstructed.

22. Service Contractor. NW Hort Expo, managed by the NCW Fieldmans Association and Yakima Pom Club has selected a convention display service as the Official Service Contractor. The convention display service will provide all services required: carpet, furnishings, accessories, tables, drapery, labor to erect and dismantle exhibits, signs, freight, electrical requirements, phones, flowers, plumbing, models, etc. An Exhibitor's service kit will be mailed 90 days prior to the meeting with order forms, rates, and instructions on the services provided. Contact the convention display service for any special requirements, and every effort will be made to meet your needs. An Exhibitors' service desk will be available during load in hours of setup, for a limited time during show hours, and tear down.

23. Exhibit Space Cancellation. Cancellation of exhibit space must be directed in writing to the NW Hort Expo. Cancellations received in writing by August 15, 2023 will be refunded 75% of the charges for exhibiting. Cancellations received in writing from August 16th, 2023 through October 31st, 2023 will receive 50% of the exhibiting charges. No refunds will be given for cancellations made after November 1st, 2023 unless an act force majeure then 50% of the exhibiting charge will be refunded.

24. Event Cancellation. In the event of cancellation of the Expo due to fire or the elements, strikes, government regulations, or other causes beyond the NW Hort Expo's control, the NCW Fieldmans Association, Yakima Pom Club or NW Hort Expo shall not be held liable for failure to hold the Expo as scheduled.

25. No Surprises. No Exhibitor activities, other than those specified in this agreement, shall be scheduled during the time of the official NW Hort Expo program or the scheduled exhibit hours.

26. Americans with Disabilities Act (ADA). Each Exhibitor shall be responsible for making his/her exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act, and shall hold DSTE harmless from any consequences of the exhibiting company's failure in this regard.

27. Display of Motorized Vehicles. Any motorized vehicles on display at the Three Rivers Convention Center and Kennewick Toyota Center must comply with Benton County Fire Department requirements including the following: • Tank of fuel must not exceed 5 gallons. • Neck of fuel tank sealed. • No additional fuel stored in or on the vehicle. • Both battery terminals must be disconnected

28. Exhibitor Insurance. Exhibitor agrees to protect, indemnify, defend and save the NW Hort Expo, NCW Fieldmans Association and Yakima Pom Club and the convention display service, their officers, directors, employees, and agents harmless against all claims, losses and damages to persons or property, governmental charges or fines and reasonable attorneys' fees arising out of or caused by Exhibitors' installation, removal, maintenance, occupancy, or use of the Exhibition Area of the Kennewick Toyota Center, and Three Rivers

Convention Center or part thereof, excluding any such liability caused by the sole negligence of the NW Hort Expo, NCW Fieldmans Association or Yakima Pom Club. Exhibitor is required to provide proof of insurance in the amount of \$1,000,000 with the NCW Fieldmans Association Yakima Pom Club NW Hort Expo listed as a rider.

29. Use of Exhibit Space. All demonstrations, interviews, distribution of advertising materials or other activities must be confined to the limits of your exhibit booth(s), and must pertain to exhibitor and their products or services. Only exhibitors will be allowed to sell on the tradeshow floor. If anyone is in violation of this policy the NW Hort Expo has authority to ask them to leave the premises. All booths must be staffed throughout trade show hours. Exhibitor may NOT move out until designated move-out times.

30. Restriction to Extinct of Booth Space. Exhibitor shall not place any equipment or materials outside the limits of the assigned booth space or allow any equipment or materials to extend beyond the limits of the assigned booth space.

31. Trespass on the Rights of Others. All efforts to advertise, demonstrate, and operate the exhibit must be conducted so as not to trespass on the rights of other Exhibitors and visitors.

32. Move-In and Move-Out Schedule. The schedule for moving booth contents and setting up exhibits (Move-In) and for dismantling exhibits and removing booth contents from the exhibit hall (Move-Out) is as follows:

Move in large equipment Sunday December 3rd 3-4pm all others 4-8pm.

Move-Out 12noon Wednesday December 6th, 2023 Exhibitors must have all equipment and materials removed from their booth(s) by 5:00pm Wednesday December 6th, 2023. **Heavy Equipment** will commence move out no earlier than 2pm Wednesday December 6th, 2023. Anything left after that time will be removed and stored, or discarded, and the cost will be charged to the exhibitor. Any exhibits removed prior to assigned move out times will jeopardize exhibitor eligibility in future NW Hort Expo's.

Event Coordinators

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