

EXHIBIT RULES & REGULATIONS

Please Read Carefully

The regulations listed below, numbered 1-21 may also be found on the back of your Contract for Exhibit Space. By signing this contract, you have agreed to abide by these regulations.

(Note the words “NE Grows” refers to New England Grows, Inc., the word “Exhibitor” refers to the applicant for exhibit space; “Exposition” refers to New England Grows 2010; “Exhibit Facility” and/or “Facility” refers to the Boston Convention & Exhibition Center and the City of Boston hereinafter referred to as “The City.”)

Growers, manufacturers or service companies involved in producing or marketing equipment, products and/or services for the Green Industry are -eligible to exhibit at New England Grows. New England Grows reserves the right to prohibit an exhibit, or part of an exhibit, which in New England Grows’ judgment may detract from the character, purpose or public goodwill of the Exhibition.

1. **SOLICITATION**—Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor’s booth. Exhibitor’s display or product may not extend into any aisle. No exhibitor shall so arrange his display so as to obscure or prejudice adjacent exhibitors in the opinion of NE Grows.

2. **EMPLOYEE SOLICITATION**—Advertising and/or exhibiting with the sole purpose of soliciting prospective employees is prohibited at New England Grows.

3. **COST OF SPACE & PAYMENT**—The cost of space is itemized in the booth fee schedule on the NE Grows’ Contract for Exhibit Space. Full payment must be received before move-in is allowed. Should an exhibitor fail to comply with payment requirements, NE Grows has full authority to cancel any or all space assigned to the exhibitor. Exhibitor will be liable for full payment.

4. **SUBLETTING OF SPACE**—Exhibitor agrees not to assign, sublet or apportion space or any part thereof allotted to him, not to exhibit or advertise goods other than manufactured or sold by him in the regular course of the business unless approved in writing by NE Grows.

5. **CANCELLATION, WITHDRAWAL OR DOWNSIZING**—Exhibitor may cancel or withdraw from the exposition or decrease their contracted booth space subject to the following conditions and restrictions:

a). The exhibitor will notify NE Grows in writing of the intended action, b). In the event said notice is received on or before November 15, 2009, the exhibitor will be obligated and agrees to pay 50% of their total booth fee for each canceled booth space; c) The exhibitor agrees that if they are decreasing their overall booth space, show management reserves the right to move their booth to an alternate location on the show floor. No refunds will be issued after November 15, 2009. NE Grows will have the right to use said space to suit its own convenience, including selling the space to another exhibitor. NE Grows assumes no responsibility for having included the name of the canceled exhibitor, or product description in the show program, brochures, news releases, or other materials.

6. DEFAULT OF OCCUPANCY—NE Grows must be notified by 12:00 Noon on the last move-in day, Tuesday, February 2nd, 2010 if late arrival is anticipated. NE Grows reserves the right, should any sold exhibition space remain unoccupied or should any space be forfeited due to failure to make proper payment, to sell said space to any other exhibitor, or to use said space in any other manner, without any rebate or allowance to the defaulting exhibitor. NE Grows assumes no responsibility for having included the name of the defaulting exhibitor or product description in the show program, brochure, news releases, or other materials. Defaulting exhibitors will be classified as “No Shows” during the exposition and will be denied their same exhibit space for the following year. Those exhibitors will be required to reapply for exhibit space as a new exhibitor and will be placed on the waiting list, if appropriate. Any exhibitor tearing down or moving-out prior to the official closing time of the NE Grows show will not be permitted to exhibit the following year.

7. INSURANCE—Exhibitor shall carry its own insurance. NE Grows and the facility assume no responsibility for the safety of the exhibitor, its -officers, agents or employees from theft, damage by fire, accident or any other cause whatsoever, and the exhibitor expressly agrees to save and hold harmless NE Grows, the facility and their respective management, agents and employees from any and all -liability resulting from injuries or damage to exhibitor, its agents, employees and attendees, persons and/or properties in connection with the exhibitor’s use of the exhibit space.

8. BUILDING OCCUPANCY—NE Grows will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the facility being -damaged or destroyed by severe weather, fire, act of God, public enemy, terrorist attack, war or insurrection, strikes, the authority of the law, postponement or cancellation of the exposition, or for any cause beyond their control. It will, however, in the event of its not being able to hold a exposition for any of the above named reasons, reimburse exhibitor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.

9. SECURITY—NE Grows will provide perimeter security guards, however, exhibitors should insure his own exhibit and display materials from origin of shipment to the facility and return, including the period during which materials remain in the exposition, covering all risks (liability, fire, theft, damage, etc.).

10. PROTECTION OF FACILITY—Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors or other parts of the exposition hall without permission from the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and must conform with the direction of NE Grows, the facility manager or their assistants.

11. SAFETY PRECAUTIONS—All construction materials must -conform to standard safety practices. Table and back wall drapes supplied by the exhibitor, together with textile or paper displays and decorations must be flame proofed. No combustible decorations, such as crepe paper or tissue paper, cardboard or corrugated paper, may be used at any time. All packaging

containers and -materials are to be removed from the floor and may not be stored under tables or behind display. Displays are subject to inspection and approval for safety by the city Fire Department. Exhibitors -displaying heavy equipment must comply with any and all fuel supply codes and regulations set forth by the city Fire Department, NE Grows and the facility.

12. **SOUND EQUIPMENT**—Use of sound motion pictures and tape recorders will be permitted, where appropriate to a display, provided sound is maintained at not more than a “conversational” level and the exhibitor has secured the proper music licenses. NE Grows reserves the right to restrict the exhibitors use of sound and other devices, which may interfere with the best interest of the exposition as a whole.

13. **IRREGULAR ACTIVITIES**—Use of noisemakers and presentations, which may be judged not in good taste, lacking in dignity, or not in keeping with the purposes of the exposition are prohibited. Decisions are made by NE Grows. Complaints of any violations of rules and regulations are to be made promptly to NE Grows. Exhibitors and their personnel agree to abide by the decision and ruling of NE Grows. Any violation of rules and regulations by any exhibitor or their personnel and failure or refusal of such exhibitor or personnel to comply with such rules and regulations shall be sufficient cause for NE Grows to ban or bar the exhibitor from the exposition at any time without further notice.

14. **SERVICE CONTRACTOR**—NE Grows shall designate contractors to perform work at exhibitor’s expense where not otherwise done by NE Grows pursuant to this contract. Where union personnel are required by the facility or by the contractors involved, it shall be the exhibitor’s responsibility to comply with such requirements; in no event shall NE Grows be held responsible for the conduct of contractors or their employees. NE Grows assumes no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or the facility.

15. **BOOTHS**—A standard booth package as described in the Exhibitors Information Manual is provided by NE Grows at the cost shown. If any exhibitor plans to install a completely constructed display of such a character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. No display may exceed the height of the back wall or sidewall specifications, without the consent of NE Grows in writing.

16. **INSTALLATION AND DISMANTLING**—The specific requirements as to time for installation and dismantling of exhibits shall be as set forth in the Exhibitors Information Manual available on-line at www.NEGrows.org to each exhibitor for the particular exposition for which a license has been granted. Such requirements shall be binding upon the licenses as though fully set forth herein. No exhibitor will be allowed to set booth display unless space has been paid in full.

17. **LICENSING**—The exhibitor shall be responsible for securing all -necessary licenses or consents for a). any performances, displays or other uses of copyrighted works (including but not limited to music) 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 hereby agrees to indemnify, defend, and hold NE Grows harmless from and against any claims of liability and any resulting loss, cost or damage (including costs of lawsuits or attorneys' fees) for failure to obtain these licenses or consents and/or infringements or other violations of the -property rights or the rights of privacy or publicity of any third party.

18. ADDITIONAL REGULATIONS—NE Grows may from time to time promulgate such regulations thereto as may be found in its judgment to be most practical.

19. LOSS OR DAMAGE—Exhibitor agrees that NE Grows and/or the exposition shall not be liable for any damage or liability of any kind or injury to persons or property during the term of this agreement, from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space by exhibitor or any person thereon with the consent of exhibitor, and that exhibitor will defend, indemnify and save harmless NE Grows from all liability whatsoever, on account of any such damage, or injury where or not caused by negligence of or breach of an obligation by exhibitor or its employees or representatives.

20. UNIONS—It is further agreed that the exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with the facility or with authorized contractors employed by NE Grows.

21. MANAGEMENT—The exhibitor further agrees that conditions, rules and regulations of NE Grows management are part of their exhibitor contract and that said exhibitor agrees to be bound by each and all of these rules and regulations and that the management shall have the full power to interpret, amend and enforce all rules and regulations in the best interest of the exposition. NE Grows management shall act as arbitrators of any dispute which may arise between exhibitors. Each exhibitor agrees that the determination of NE Grows is final and binding upon the parties to the dispute and to act in accordance with such.

General Rules & Regulations Governing New England Grows

ADMISSION POLICY - New England Grows is a conference and exposition designed specifically for the green industry. Green industry professionals, educators, students, and members of allied professions are invited to attend.

SALES POLICY – Exhibitors may sell merchandise from their booth(s) under the following conditions:

- Exhibitor shall be responsible for obtaining any licenses, permits, or approvals under local or state law applicable to their sales activity at New England Grows and must present documents upon request. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activities at New England Grows.
- Any merchandise sold during the show must be cash & carry only. Cash & carry merchandise is defined as any item that can be easily carried by hand from the building through a main, pedestrian exit. All sold merchandise must be accompanied by the exhibitor's official sales receipt that will be furnished to Security Personnel or Show Management, upon request.
- For the benefit of all New England Grows participants, exhibit booth displays and their content must remain fully intact and may not be sold for delivery until the official close of the exposition on Friday at 3:00p.m. Booth Content Sales Agreements and Materials Donation forms must be completed prior to the close of the exposition. These forms are available at Exhibitor Headquarters.

MUSIC LICENSES - If any music is to be performed at the exhibitor's booth, the exhibitor must obtain all necessary licenses from the copyright owner or licensing agency representing the copyright owner. The licensing requirements include the playing of live as well as recorded music (records, tapes, compact discs, etc.) and also include music, whether it is the essence of the presentation or is only used as background, on a videotape or other presentation.

The proper license must be posted in your booth and available for inspection at the request of show management or properly authorized agents of ASCAP and BMI.

We advise you to contact these agencies as listed below to acquire the proper licenses:

American Society of Composers and Publishers (ASCAP)

<http://www.ascap.com/>

Broadcast Music, Inc. (BMI)

<http://www.bmi.com/>

Adherence to these federally mandated copyright licensing laws is of critical importance. Failure to do so is both a violation of federal copyright law, and a breach of your contract for exhibit space at New England Grows.

RAFFLES & LOTTERIES - Exhibitors may sponsor raffles, lotteries or give-aways within the area defined as their booth space; however, the organizers will not make loud speaker announcements of winners inside the halls.

LIQUOR - Aramark is the licensed liquor holder for the Boston Convention & Exhibition Center. All alcoholic beverages must be purchased from the licensee. Bringing alcoholic beverages into the building is strictly prohibited.

MEETING & FUNCTION ROOMS - Exhibitors are encouraged to host functions during select times during the conference. The use of function rooms by non-exhibiting companies is prohibited. Please click here for rates and rental [form](#).

MOVE OUT - Exhibitors are not allowed to begin dismantling their exhibits, in whole or in part, before the close of the show on Friday, February 5th at 3:00 PM. Any exhibitor who does begin to dismantle prior to the close of the exposition will forfeit their exhibit space for the following year. Trucks will not be permitted to queue on Cypher Street. If your truck arrives before 5:00p.m. on Friday to get in line at the marshalling yard, it will be turned away.

SMOKING - The Boston Convention & Exhibition Center is a non-smoking facility.

CHILDREN – Children under 16 years of age will be allowed on the show floor during official show hours ONLY. New England Grows is not recommended for children under the age of 16. In the event that you do bring a child, a \$5.00 badge-processing fee will be assessed and parents will be required to complete an emergency contact form. They will not be granted access to the show floor during exhibitor move in and out. Badges are required for children 5 years & older. There will be no exceptions.

CUSTOM BOOTHS - Exhibitory must arrive prefinished and ready to be assembled. No painting or additional carpentry will be allowed inside the convention center. At the close of the show, all exhibitory must be removed from the convention center at the expense of the exhibitor.

WASTE REMOVAL - The following items are not considered trash by the facility cleaning crews and therefore must be removed by the exhibiting company: not limited to, trees, shrubs, plants, stone, block, statuary, plant, tree or shrub containers, mulch, wood chips, soil, sand, seed pack display, wood, plastic or metal display racks, racks for transporting, and pallets. **Exhibiting companies leaving items at the end of the show that are not clearly marked and usable as a horticultural student donation will be charged an hourly labor removal fee of \$91.85 with a 2 hour minimum. Additional facility charges may also apply: \$800.00 Dumpster Charge, \$25.00/hour cleaners (2 hour minimum)**

MAINTAINING PROFESSIONALISM – Show management reserves the right to prohibit or remove any exhibit, which, in its sole discretion, detracts from the general character of the exhibition as a whole or consists of products or services inconsistent with purposes of the exposition. The right to prohibit includes persons (dressed in a sexually suggestive or offensive manner), things, conduct, printed matter, or anything of a character which the organizers, in their sole discretion, determine objectionable.

DOUBLE DECKER/MULTI-LEVEL EXHIBITS – Exhibitors wishing to build or install multiple level exhibits are subject to additional fire regulations. These exhibitors must contact show management at dzinck@NewEnglandGrows.org or 508.653.3009 to discuss their booth design.

Security Regulations for New England Grows!

AFTER SHOW HOURS - Security guards will walk the exhibit halls at the end of the day and clear them of all visitors and personnel. Only exhibitors who have requested special permission will be allowed to remain in the halls more than one hour after the exhibit area closes for the day.

BADGES –All persons in the exhibit area and conference rooms must wear a badge. This includes move-in, show hours and move-out. Exhibitors are responsible for ordering badges for their staff. Also, all badges allow access to the full conference program.

BOOTH SECURITY - If you wish to order security for your booth, please visit www.massconvention.com for rates and information.

LIABILITY INSURANCE - New England Grows will provide perimeter security guards, however, exhibitors should insure their own exhibits and display materials from place of shipment to the facility and return, including the period during which materials remain in the exhibition, covering all risks (liability, fire, theft, damage, etc.). New England Grows is not responsible for the safety of the exhibitor, its officers, agents or employees from theft, damage by fire, accident or any other cause whatsoever, and the exhibitor expressly agrees to save and hold harmless New England Grows, the facility and their respective management, agents and employees from any and all liability resulting from injuries or damage to exhibitor, its agents, employees and attendees, persons and/or properties in connection with the exhibitor's use of the exhibit space

PERSONAL PROPERTY - Even with security as protection, exhibitors are asked to take precautions in guarding their exhibits and personal property. Remember that move-in and move-out are particularly sensitive times when thefts are most likely to take place. At the end of each day, remove anything from your booth that is of value and can be easily removed.