



# APPLICATION & CONTRACT FOR EXHIBIT SPACE

Show Dates: Wednesday, February 4 • Thursday, February 5 • Friday, February 6, 2015  
Boston Convention & Exhibition Center • Boston, Massachusetts  
*This Application & Contract is also available as a writable .pdf at [www.NewEnglandGrows.org](http://www.NewEnglandGrows.org)*

## COMPANY INFORMATION

All fields are required in order to process booth assignment.

COMPANY NAME (as you want it to appear in the show guide) \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ ALTERNATE ADDRESS (for listing, if different) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PH # \_\_\_\_\_ FAX \_\_\_\_\_ → WEBSITE \_\_\_\_\_

PRIMARY COMPANY CONTACT \_\_\_\_\_ → PRIMARY SHOW SITE CONTACT \_\_\_\_\_

COMPANY CONTACT EMAIL \_\_\_\_\_ → SHOW SITE CONTACT EMAIL \_\_\_\_\_

COMPANY CONTACT PHONE \_\_\_\_\_ → SHOW SITE CONTACT PHONE \_\_\_\_\_

## EXHIBITOR INFORMATION

### Returning Exhibitor: Exhibit Space

- We would like to retain the same space as 2014 if available
- We would like to relocate & have attached the Booth Relocation form  
*Requests must be received along with this completed contract no later than 3/31/2014*

### NEW Exhibitor: Exhibit Space

Total number of 10 x 10 booths requested: \_\_\_\_\_

Please visit the online floorplan at [NewEnglandGrows.org](http://NewEnglandGrows.org) and indicate three (3) preferred available locations.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

If possible, we prefer not to be located next to, or near, the following product line(s):

Additional information about your product or booth display that may be helpful:

\_\_\_\_\_

### Who is your ideal / targeted buyer? (check all that apply)

- Landscape Services  Tree Care  Grower
- Landscape Architect/Designer  Retailer/Garden Center
- Municipality / Institution  Other \_\_\_\_\_

Massachusetts Vendor Registraion Number

(REQUIRED IF SELLING CASH & CARRY MERCHANDISE AT THE SHOW)

FOR NEW ENGLAND GROWS USE ONLY	
PAN # <input type="text"/>	
Exhibit Space Assigned: _____	Total Sq. Footage: _____
Date Received: _____	Date Assigned: _____
Check # / CC Confirmation # _____	Payment / Ck Date: _____
Deposit Amount: _____	Balance Paid Date: _____

## CONTACT

Lori Kane, *Exhibit Sales & Marketing Coordinator*  
lkane@NewEnglandGrows.org  
P: 508.653.3009 F: 508.653.4112

New England Grows, Inc.  
8-D Pleasant Street South  
Natick, Massachusetts 01760

NewEnglandGrows.org



## ADDITIONAL OPPORTUNITIES

### Please contact us with information on:

- Sponsorship  Mobile App Sponsorship
- Advertising  Meeting Room Rental
- Product Demonstrations  On-site Décor & Plants
- Other \_\_\_\_\_

## EXHIBITOR FEES

Prices based on 10'x10' booth. Subject to availability.

### STANDARD RATE

Application/Contract & \$200 per booth non-refundable deposit - balance due Jan 10, 2015

- 1-5 Booths: \$1595.00/ booth Qty: \_\_\_\_\_ 10 x10 booth(s) @ \$1595.00 = \$ \_\_\_\_\_
- 6+ Booths: \$1445.00/ booth Qty: \_\_\_\_\_ 10 x10 booth(s) @ \$1445.00 = \$ \_\_\_\_\_

TOTAL ENCLOSED \$ \_\_\_\_\_

BALANCE DUE (if applicable) \$ \_\_\_\_\_

## PAYMENT INFORMATION

Check or money order in U.S. funds made payable to:

**New England Grows, Inc.**

Federal Tax ID #22-3162711

If paying by credit card, please complete the following:  Visa  MasterCard

CARDHOLDER NAME (as it appears on the card) \_\_\_\_\_

CREDIT CARD # \_\_\_\_\_

EXP. \_\_\_\_\_ SECURITY CODE \_\_\_\_\_

BILLING ADDRESS (if different than above) \_\_\_\_\_

CARDHOLDER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## CANCELLATION POLICY

In the event that an Exhibitors cancels all or part of the exhibit space contracted, the Exhibitor must do so in writing on or before November 15, 2014 and New England Grows will retain a cancellation fee of 50% of the total booth fees. No refunds will be issued after November 15, 2014. See reverse for more details.

## AGREEMENT

We fully understand that this form is a binding contract and subject to the Terms & Conditions set forth herein and printed on the reverse of this application.

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

# TERMS & CONDITIONS

*Please Read Carefully*

(Note the words "N.E. Grows" refer to New England Grows, Inc., the word "Exhibitor" refers to the applicant for exhibit space; "Exposition" refers to New England Grows 2015; "Exhibit Facility" and/or "Facility" refers to the Boston Convention & Exhibition Center and the City of Boston hereinafter is 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 exhibitors' 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 N.E. 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 N.E. Grows' Contract for Exhibit Space. Full payment must be received before move-in is allowed. Should an exhibitor fail to comply with payment requirements, N.E. 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 N.E. 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 N.E. Grows in writing of the intended action, b) In the event said notice is received on or before November 15, 2014, 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, 2014. N.E. Grows will have the right to use said space to suit its own convenience, including selling the space to another exhibitor. N.E. 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** — N.E. Grows must be notified by 12:00 Noon on the last move-in day, Tuesday, February 3rd, 2015 if late arrival is anticipated. N.E. 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. N.E. 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 N.E. Grows show will not be permitted to exhibit the following year.

**7. INSURANCE** — Exhibitor shall carry its own insurance. N.E. 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 N.E. 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** — N.E. 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 an 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. SEVERE WEATHER POLICY** — New England Grows will be open for business at the Boston Convention & Exhibition Center unless a State of Emergency is declared by the City of Boston or the State of Massachusetts, in which case notification will be forthcoming from Show Management.

**10. SECURITY** — N.E. 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.).

**11. 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 comply with the direction of N.E. Grows, the facility manager or their assistants.

**12. SAFETY PRECAUTIONS** — All construction materials must conform to standard safety practices. Table and backwall 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, N.E. Grows and the facility.

**13. 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. N.E. 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.

**14. 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 N.E. Grows. Complaints of any violations of rules and regulations are to be made promptly to N.E. Grows. Exhibitors and their personnel agree to abide by the decision and ruling of N.E. 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 N.E. Grows to ban or bar the exhibitor from the exposition at any time without further notice.

**15. SERVICE CONTRACTOR** — N.E. Grows shall designate contractors to perform work at exhibitor's expense where not otherwise done by N.E. 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 N.E. Grows be held responsible for the conduct of contractors or their employees. N.E. Grows assumes no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or the facility.

**16. BOOTHS** — A standard booth package as described in the Exhibitors Information available online at [www.NewEnglandGrows.org](http://www.NewEnglandGrows.org) is provided by N.E. 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 N.E. Grows in writing.

**17. 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.NewEnglandGrows.org](http://www.NewEnglandGrows.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.

**18. 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 N.E. 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.

**19. ADDITIONAL REGULATIONS** — N.E. Grows may from time to time promulgate such regulations thereto as may be found in its judgment to be most practical.

**20. LOSS OR DAMAGE** — Exhibitor agrees that N.E. 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 N.E. 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.

**21. 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 N.E. Grows.

**22. MANAGEMENT** — The exhibitor further agrees that conditions, rules and regulations of N.E. 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. N.E. Grows management shall act as arbitrators of any dispute which may arise between exhibitors. Each exhibitor agrees that the determination of N.E. Grows is final and binding upon the parties to the dispute and to act in accordance with such.