



Nursery • Landscape • Garden Center Trade Show

Application and Contract for Exhibit Space Rental

MAC Events, LLC

309 Morris Avenue, Suite D, Spring Lake, NJ 07762

800-332-3976 /FAX: 732-449-5566

www.NJPlantShow.com - Information@NJPlantShow.com

The undersigned wishes to make application for exhibit space in this event, upon acceptance of this application, which then becomes a contract subject to the rules and regulations governing the show and subject to final approval and acceptance by the show management. **SEE RULES AND REGULATIONS ON REVERSE SIDE.**

PLEASE FILL OUT AS IT SHOULD BE PUBLISHED



Nursery • Landscape • Garden Center Trade Show

January 24 - 25, 2012

New Jersey Convention Center

Edison, New Jersey

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Company: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: (____) _____ Fax #: (____) _____

Signed by: X _____

Title: _____ Date: _____

(IMPORTANT - Print Name of Person to Receive Show Materials)

(E-Mail Address - Required)

(Website - Required)

PRODUCTS & SERVICES TO BE EXHIBITED:
(BE SPECIFIC - BRAND NAMES)

Credit Card Payments:

Card Type: Visa MC AMEX

Card Number: _____

Expiration Date: _____ Security Code: _____

Card Holder Name: _____

Card Holder Address: _____

Amount: _____ Date: _____

MAC Events is Authorized to charge final balance on the above credit card one month prior to event(s).

Signature: _____

By signing above, I agree to the charges described hereon and authorize MAC Events, LLC, to process the above credit card for these charges through the Intuit System. I agree to pay in full these charges in accordance with the standard policy of company issuing the credit card. I agree to the terms, conditions, and cancellation policy, as stated on the back of this contract. Under penalty of US Federal laws and the laws of the State of New Jersey, I certify the foregoing is true and correct.

(PLEASE DO NOT WRITE IN THESE BOXES)

Exhibitor Show ID Number	Salesperson:
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Date Received: _____

Accepted for Mac Events by: _____	Title: _____
	Date: _____

SPACE REQUIREMENTS & BOOTH SELECTION

1st choice: # _____

2nd choice: # _____

3rd choice: # _____

Total Fee \$ _____

50 % Deposit: _____

Balance due (30 days prior to event)

**PLEASE REMIT CONTRACT & PAYMENTS TO:
MAC Events, LLC,
309 Morris Avenue, Suite D, Spring Lake, NJ 07762**

In order to validate this contract:

1. It's agreed that space assigned to us shall be accepted by us.
2. The Products listed above are those we propose to exhibit.
3. MAC EVENTS reserves the right to make last minute changes in the floor plan.
4. Attached is our check payable to MAC EVENTS.
5. Proof of adequate insurance pursuant to Paragraph 7 on the reverse side must be submitted with this Application/Contract.
6. I/We have read, understand and agree to be bound by the rules and regulations on the reverse of this APPLICATION/CONTRACT.

RULES AND REGULATIONS

1. LOCATION, DATES, AND IN ITS SOLE DISCRETION HOURS OF EXHIBIT: To be determined by Mac Events, LLC (hereinafter referred to as "**MAC**").

2. INSTALLATION, EXHIBITING, AND DISMANTLING: The hours and dates for installation, exhibiting, and dismantling shall be those specified by **MAC**. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the exposition before the specified conclusion of the dismantling period set by **MAC**. Each Exhibitor must name at least one person to be its representative with regard to installation, operation, and removal of exhibit.

3. The Exhibitor agrees not to use or permit the premises to be used at any time for the purpose of soliciting participants for shows other than conducted by **MAC**, including, but not limited to, any recreational vehicle, camping, sporting, van or truck show, or the distribution of related materials including but not limited to advertising of such shows. Conduct in violation of this paragraph will entitle **MAC** to the remedies set forth in Paragraph Number 10 of this contract and any additional remedies it may have in either law or equity, or both.

4. REASSIGNMENT OF SPACE: **MAC** retains the right to reallocate space assigned to the Exhibitor in the best interests of the Exhibit.

5. SUBLETTING AND ASSIGNMENT: Exhibitor may not sublet or assign his exhibit space, nor any part thereof, nor exhibit, offer for sale or advertise articles not manufactured, or normally sold by the Exhibitor except when such articles are necessary to the proper demonstration or operation of the Exhibitor's display, in which case the identification shall be limited to the manufacturer's normal and regular nameplate. The Exhibitor shall not permit representatives of a non-exhibiting company to operate from his/her booth.

6. GENERAL REGULATIONS:

A. Loud speakers and sound displays are not permitted, and **MAC** shall have the right to reject any exhibit, which does not, in its sole discretion, conform to the general tenor of the show.

B. All exhibits, back walls and decorations will be limited to eight feet (8') in height except actual equipment, which in normal operations exceeds this height. Written permission from **MAC** must first be obtained for the display of equipment or articles of abnormal heights.

C. Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. The Exhibitor accepts full and sole responsibility for injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity, with the maximum floor load specifications.

D. The dispensing, distribution, or use of alcoholic beverages or food, or both, by Exhibitors in any part of the show premises is prohibited without the express prior written approval of **MAC**.

E. NO FLAMMABLE FLUIDS OR MATERIALS OF ANY NATURE, INCLUDING DECORATIVE MATERIALS, USE OF WHICH IS PROHIBITED BY FEDERAL, STATE OR MUNICIPAL LAWS OR REGULATIONS MAY BE USED IN ANY EXHIBIT. THERE WILL BE ABSOLUTELY NO PROPANE PERMITTED IN THE BUILDING.

F. The operation of any games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only with the prior written approval of **MAC**.

G. No noisy or obstructive work will be permitted during the hours that the show is open to the public, nor shall exhibits producing objectionable odors, be allowed. **MAC** shall have the sole discretion in determining what is noisy, obstructive and objectionable.

H. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by **MAC**.

I. No soliciting of business shall be permitted in aisles or in other Exhibitors' booths. Samples, catalogs, pamphlets, publications may only be distributed by Exhibitors strictly within the confines of their own booth. No Exhibitor will be permitted to conduct any promotional stunts or demonstrations without prior written approval from **MAC**. Exhibitor agrees to confine his selling and exhibit activities within the confines of his assigned space in the building and not in adjacent parking lots and public streets in violation of municipal ordinances or state.

J. Photographing of booths will be limited to closed hours or candid shots only. Exhibitors and photographers may not disrupt redirect or in any manner hamper visitor traffic by clearing booth or aisle for photography during regular show hours.

K. In their own best interests, Exhibitors should keep an attendant on their booths during all open hours. All Exhibitors and their assistants, representatives, employees, servants and agents must register with **MAC** upon their arrival at the show premises daily.

L. Exhibitors shall comply with all federal, state, and municipal laws, rules, regulations, and ordinances and shall comply with any and all regulations promulgated with respect to event premises.

7. LIABILITY: Exhibitor shall at all times protect, indemnify, save and hold harmless **MAC** against and from any and all claims, loss, cost, damage, liability or expense arising from, or out of, or by reason of (1) Any accident, or other occurrence to anyone, including but not limited to Exhibitor, its employees, representatives, agents, servants and business invitees, which arises from, or out of, or by reason of said Exhibitor's occupancy and use of the show premises or any part thereof. (2) Any damage to the show premises caused by Exhibitor, its employee,

representatives, agents, servants, and business invitees; and (3) and breach by Exhibitor of its obligations hereunder. Under no circumstances will **MAC** be liable for any injuries to any persons as aforesaid in paragraph 7 and under no circumstances will **MAC** be liable for lost profits or any other incidental or consequential damages.

EACH EXHIBITOR MUST OBTAIN SUFFICIENT INSURANCE COVERAGE TO COVER EXHIBIT MATERIALS AGAINST DAMAGE AND LOSS, AND PUBLIC LIABILITY INSURANCE AGAINST INJURY TO THE PERSON OR PROPERTY OF OTHERS IN AMOUNTS SATISFACTORY TO **MAC**. EXHIBITOR SHALL GIVE **MAC** A CERTIFICATE OF INSURANCE ISSUED BY THE INSURER.

MAC will engage security guards; Exhibitor shall be responsible for its property at all times. Should the Exhibitor desire to hire its own security guards, **MAC** must approve such security guards in writing.

IF THE PREMISES OR ANY PORTION THEREOF, ARE DAMAGED BY THE ACT, OMISSION OR NEGLIGENCE OF EXHIBITOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SERVANTS, EXHIBITOR SHALL PAY TO MAC UPON DEMAND SUCH SUM AS SHALL BE NECESSARY TO RESTORE SAID SHOW PREMISES TO THEIR FORMER CONDITION.

In the event the show premises or any part thereof are unavailable whether for the entire show or a portion thereof as a result of terrorist attack(s), threat of terrorist attack(s), war, fire, flood, strikes, riots, acts of God, or any other cause beyond **MAC**'s reasonable control, or should **MAC** decide that because of any such cause it is necessary to cancel, postpone or resite the show, or reduce the installation time, the show hours, or dismantling time, **MAC** shall not be liable to Exhibitor or any third party for any loss, cost, damage, liability, expense, or claim direct or indirect incidental, consequential, or otherwise arising as a result thereof. Refunds in the case of termination shall be made to Exhibitors in the amount based on the original exhibit fee less prorated adjustment based on **MAC**'s cost incurred from staging the show.

If an exhibit fails to arrive, Exhibitor will be, nevertheless, responsible for booth rent and no refund shall be made. If the assigned space is not occupied by the time set for completion of the installation of the displays, such space may be taken by **MAC** and reallocated or reassigned for such purposes or uses **MAC** may see fit.

8. CANCELLATION: In the event of cancellation by an Exhibitor, **THE FOLLOWING SHALL APPLY:**

A. If the Exhibitor cancels 120 days or more before the start of the show, he will owe **MAC** nothing;

B. If the Exhibitor cancels between 91 and 119 days before the start of the show, **MAC** shall be entitled to 50% of the space rental fee;

C. If the Exhibitor cancels between 61 and 90 days before the start of the show, **MAC** shall be entitled to 75% of the space rental fee;

D. If the Exhibitor cancels within 60 days of the start of the show, **MAC** shall be entitled to 100% of the space rental fee.

MAC must receive written notification of cancellation by registered or certified mail. The date notification is received by **MAC** will determine the above assessment charges. In the event of either full or partial cancellation of space by an Exhibitor **MAC** reserves the right to reassign cancelled booth space regardless of cancellation assessment. Subsequent reassignment of cancelled space does not relieve the canceling Exhibitor of the obligation to pay the cancellation assessment.

9. INTERPRETATION OF CONTRACT: **MAC** shall have the full power in the interpretation, contraction and enforcement of all contract terms, rules, regulations and agreements set forth herein. Any alteration or modification of this contract shall be in writing and signed by the parties hereto. This contract shall be governed and construed in accordance with the laws of New Jersey.

If **MAC** must institute legal proceedings against an Exhibitor for his breach of this Contract, **MAC**, if successful, shall be entitled to court costs and reasonable attorney's fees in connection with such actions.

10. REMEDIES: *In the event an Exhibitor breaches this agreement or Exhibitor, its employees, agents, representatives, servants, or business invitees, engages in any conduct which MAC IN ITS SOLE DISCRETION DEEMS OBJECTIONABLE, MAC* shall have the right to close the Exhibitor's booth/display and remove Exhibitor's property. The Exhibitor hereby waives any right to or claims for damages against **MAC** or any of its officers or agents, and shall hold **MAC** harmless and exempt from any such rights of claims.

MAC also reserves the right to eject or bar persons and to close exhibits or parts of exhibits, which are in violation of any paragraph of this contract. This provision applies to displays, literature, advertising, novelties, souvenirs, Exhibitor's conduct, etc.

11. MATTERS NOT SPECIFICALLY ADDRESSED HEREIN: Any and all matters or questions not specifically addressed or covered by the foregoing paragraphs shall be solely subject to the reasonable decision and discretion of **MAC**.

MAC Events, LLC May 2005