The Botanical Society of America is hereinafter referred to as “Show Management.”

1. Payment and Refunds

Applications submitted prior to June 8, 2003 must be accompanied by a deposit in the amount of $250 of the total space rental charge. Applications received without such payment will not be processed nor will space assignment be made. The balance of the space rental charge will become due and payable on June 8, 2003. Applications submitted after June 8, 2003 must be accompanied by payment in full of the space rental charge. Applications received without such payment will not be processed nor will space assignment be made.

Cancellation of booth space must be received in writing by Show Management. If Show Management receives a written request for cancellation of space before June 8, 2003, the exhibitor will be eligible for a refund. No refunds will be made after June 8, 2003.

It is expressly agreed by the exhibitor that in the event he fails to pay the space rental charge at the times specified herein, he fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such persons, upon such terms and conditions as may be proper. In the event of default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not Show Management enters for the use of such space.

In case the exhibition shall not be held for any reason whatsoever, then and thereafter, the rental and lease of space to the exhibitor shall be terminated. In such case the show claim for damage and the exhibitor’s prorata share of the total space rental charge shall be the return to the exhibitor of the prorata amount already paid for space for this specific event.

2. Space Rental and Assignment of Location

Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

3. Use of Space, Subletting of Space

No exhibitor shall assign, sublet or share the allotted space with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertise the products or services of any firms or manufacturing, distributors or agents in the exhibitor’s display, parent or subsidiary companies are excepted. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business.

Should it become necessary for operational purposes in the exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold.

No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

4. Exhibitors Authorized Representative

Each exhibitor shall name one person to be his representative in connection with installation, operation and removal of the firm’s exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for all acts and omissions of the representative and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, persons under the age of twenty-one (21) will not be admitted to the exhibit halls at any time.

5. Installation and Removal

Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be fully completed by the opening time of the exhibition.

Any space not claimed and occupied prior to three (3) hours before the Show opening may be resold or reassigned without refund.

No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the Show.

6. Assignment of Exhibits

Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations of the Exhibitor Kit. If exhibitor fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition.

Exhibitors must make all necessary arrangements and layout arrangements for first-time exhibitors, exhibitors in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

7. Exhibits & Public Policy

Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire, rebuilding, insurance, etc., while in the vicinity of the exhibition.

Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with all such laws as to public health, race, sex, age, color, employment, etc. Show Management reserves the right to demand evidence that such compliance is met.

Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Batiste or basted material is not permitted. Electrical wiring must conform with National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be improper, and the effect of the removal same at the exhibitor’s expense.

Exhibitors must comply with City and State fire regulations.

8. Storage of Packing Crates and Boxes

Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period. Such items, if required, will be stored and returned to the booth by service contractors. It is the exhibitor’s responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as ‘empty.’ Because of the lack of storage facilities, it may be necessary to store empty crates and not return them to the exhibitor by service contractors.

9. Operation of Displays

Show Management reserves the right to restrict the operation of, or even completely, any exhibit which, in its sole opinion, detracts from the general character of the exhibition as a whole. This includes, but is not limited to and is not exclusive of, exhibits or displays which are too loud or too close to the public. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation or display of products, is objectionable to Show Management. It is the exhibitor’s responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as ‘empty.’ Because of the lack of storage facilities, it may be necessary to store empty crates and not return them to the exhibitor by service contractors. It is the exhibitor’s responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as ‘empty.’ Because of the lack of storage facilities, it may be necessary to store empty crates and not return them to the exhibitor by service contractors.

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