

2011 Landscape Industry Show

RULES AND REGULATIONS

1. CONTRACT FOR SPACE

The "Exhibitor Contract and Booth Space Request", the formal notice of space assignment, and the full payment of rental charges, constitute a contract between Landscape Industry Show management and the exhibitor for the right to use the assigned booth space and to comply with these rules and regulations.

A minimum deposit, as established by the show management, must be made upon receipt of the space assignment, however if booth assignment is made after August 2, 2010, full payment is required prior to confirmation of booth space.

Booth payment schedule: 1/3 of total booth cost is due by May 3, 2010, 2nd payment of 1/3 of total booth cost is due on June 14, 2010, and the final payment due on August 2, 2010. Space reserved after June 14, 2010 will require a 60% deposit, with balance due on August 2, 2010. Exhibit space may be subject to cancellation if booth(s) payments are not paid according to the schedule above.

In the event the exposition is not held for any reason beyond the control of the show management, the rental and lease space to the exhibitor will be canceled upon return of the rental paid by the exhibitor. Return of the rental money will terminate any liability upon the Landscape Industry Show. Show management reserves the right to cancel any contract with any exhibitor at any time prior to the show on not less than 2 hours notice.

Los Angeles Convention Center has a weight limit on the trade show floor. No more than 350 pounds per square foot can be accommodated.

2. SPACE ASSIGNMENT

Space assignment is made on a priority system based on the number of years an exhibitor has been in the show. A priority number entitles the exhibitor to select one or more booths as needed for their display. "Sharing" of a priority number by multiple firms is prohibited.

After the firms on the priority list have signed up for booth space, space assignment will be on a first-come basis. In the event that firms on the priority list are unable to select a booth space because no space is available, they will be given first choice of any space which becomes available.

Show management will make every effort to place the exhibitor in the area of his/her choice, and, once a space is paid for; confirm the space to that exhibitor. However, the show management reserves the right to place, move or relocate any exhibitor for the total benefit and operation of the show.

3. ISLAND BOOTHS

1. Walled or closed structures are not permitted in these areas except as noted in item 3-2.
2. Height limitations: a limit of 15 feet is imposed on all structures and or equipment, but must not infringe upon the 5' outside perimeter of the space. A limit of 8' applies to the 5' outside perimeter space. Freestanding signs will be limited to a height of 12'.
3. Any questions regarding the above booth areas will be referred to the Landscape Industry Show management committee.

4. HANGING SIGNS

Exhibitors in **ISLAND** booths will be permitted to have hanging signs above their booth(s). The following criteria **MUST** be followed, or the Landscape Industry Show Committee will have the sign removed:

1. Hanging signs must be at least 3 sided or circular.
2. Permitted over island booth space(s) only
3. Signs must be centered in booth
4. Maximum height 18' and maximum width must be within the 5' perimeter of the booth.

Example: 20x20 booth = 400 square feet. Each side of the sign may not exceed 40 square feet.

5. CANCELLATIONS

If an exhibitor cancels booth space reservations at any time, there will be no refund of any deposit or booth rental money. If an exhibitor rents a booth, pays in full, but does not attend the show, the act of renting and implying that the exhibitor will attend is the same as if the exhibitor did attend the show. Therefore, no refund of booth rental monies will be made because the exhibitor was unable to exhibit at the show.

Exhibitors who sign up for space locations that have been sold as assigned blocks of two, three or four units may not then decide to cancel one, two, or three of those spaces and keep a space that is a part of the unit. If an exhibitor signs up for block units of booths, he must either rent or cancel all of them.

6. SUB-LEASING OF SPACE

No exhibitor may assign, sublet or apportion the whole or any part of the booth space assigned to him (exception see 7), nor permit any other party to exhibit therein, nor to distribute any promotion or advertising materials in the occupied space of the exhibitor except as may be permitted by request through the show management.

7. REPRESENTATIVES

A representative company may share their space with companies that they represent on a daily basis. The representative company only is responsible for payment of booth spaces to the Landscape Industry Show Management. Only one bill will be submitted to the representative company for payment. Any company sharing space with their representative will continue to hold their priority number in the show should they separate from the representative. Companies sharing space with a representative will not have their own listing in the directory. The representative may have the companies listed under their name in the product description section

8. EXHIBITOR SOLICITATIONS

Exhibitors must limit their activities to within the confines of their booth space. Exhibitor activities must be conducted in a manner consistent with non-interference of activities legitimately exercised by other exhibitors. The distribution of exhibitor's products, catalogs, pamphlets, printed material, souvenirs, etc., must remain within the confined area of the booth space and at no time should protrude, at

any length, into the exhibit hall aisles. No exhibitor's promotional activities will be permitted outside the confines of the exhibitor's booth space. No firm or organization not assigned booth space in the exhibit hall will be permitted to solicit business within the trade show area.

9. CHARACTER OF EXHIBITS

The show management retains the privilege to restrict exhibits to products or services of interest and related to the landscape and/or irrigation trade. In addition, the show management reserves the right to restrict exhibits because of noise, method of operation, materials, or for any reason that is objectionable, and to prohibit or to evict any exhibit which, in the opinion of the show management, may detract from the general character of the Landscape Industry Show. This reservation includes persons, things, conduct, printed matter, or anything of a character, which the show management determines objectionable. In the event of such restriction or eviction, the show is not liable for any refunds on booth space rental or other exhibitor expenses.

10. CARE OF EXHIBIT SPACE

Cleaning of the aisles and booth spaces occupied by exhibitors will be provided by the Landscape Industry Show. Exhibitors are asked to cooperate by not throwing refuse on the floor, or any other material, which will endanger public safety or inconvenience other exhibitors during show hours.

Exhibits must be put in proper shape and in order before opening hour of each day. Show management, at the expense of the exhibitor, may straighten booths not in order before opening hour. Exhibitors shall not injure, mar, mark, paint, or in any manner deface exhibition hall premises; nor drive any nails, hooks, tacks, pins or screws or similar materials, or append cellophane tape, masking tape, etc., on any part of the exposition building. An exhibitor shall be liable for any and all damages which he/she may cause to the building or otherwise in connection with his/her exhibit.

11. BOOTH DECORATION

The Landscape Industry Show will supply standard booth equipment consisting of rear background curtains on a frame not to exceed 8' in height, two side dividers of curtains on frames not to exceed 3' and one identification

sign. All other booth equipment and decorations will be supplied either by the individual exhibitor or may be rented from the show decorator.

12. MATERIALS DISPLAY CONFIGURATION

Exhibit displays may not exceed more than 8' in backwall height from the exposition floor and must be confined to the rear one-third (3') of each booth, unless permission is received from the show management to do otherwise. Those exhibitors having the 10'x20' or 20'x20' booths on the end of each row are subject to a different backwall, 8' in height and 10' in width, which is centered on the 20' backwall leaving a 5' wide by 3' high backwall on each side. Exhibits containing a full-height backwall are not allowed in end cap booths. Material display arrangement in all booths must allow a view line to adjacent booths.

13. SPECIAL EQUIPMENT RESTRICTIONS

The operation of oil, diesel or gasoline engines is prohibited and all such engines must be free of all such fuels while on display in the exhibit area. Fuel tank caps must be locked or taped. The Fire Marshall will be onsite for inspections and failure to comply with regulations may subject you to a penalty and any costs incurred.

Operation of audio-visual equipment is limited to sales demonstrations only and will not be used for showings designed to attract or amuse visitors. Audio-visual equipment must meet fire prevention requirements and must be in harmony with any agreements entered into by the show management, the management of the exhibit hall, and applicable labor unions. **The use of loud speakers and public address equipment is prohibited.** Exhibits, which include the operation of musical instruments, radios, or any noise-making equipment and flashing lights, must observe the 3-foot rule. Show management must approve all plans for installation and operation of special equipment before operation is initiated.

14. INSTALLATION AND DISMANTLING OF EXHIBITS

You will be allowed to install your exhibits on Monday, January 10, from noon. – 9 p.m. and Tuesday, January 11, 7 a.m. until 9 p.m. You must have your exhibit completed by 7 a.m. on Wednesday, January 12th. You will be allowed

to hand-carry items into the exhibit area Wednesday, January 12, from 7 a.m.-8 a.m. All exhibit booths must be erected and completely arranged by 8 a.m. on the first day of the show. Show management will not allow any exhibits to be moved in after the show opens. Dismantling and removal of material by exhibitors may begin at 3:30 p.m. on Thursday, January 13th until 10 p.m. and Friday January 14th until noon.

Exhibitors who tear down their booth before 3:30pm on the final day of the show will be subject to a \$300 fine. Exhibitors will receive one warning before the fine is imposed. The fine will be added to the following year's booth balance and must be paid before the final invoice is due, or the booth space will be forfeited.

15. DRAYAGE

The show management has contracted to pay a drayage company for the handling of all exhibitors' materials from the back door of the convention center to each exhibitor's booth during move-in and move-out. The show management will not pay for the transportation of exhibit material to or from the convention center.

****SPOTTING FEE:** When a mobile unit is required to be placed in the exhibitor's booth, a spotter is required to walk with the unit from the dock to the booth. A spotting fee will be charged for this service. This service will provide one person that will walk in front of the motorized vehicle to insure that a clear path is made for the driver. The spotter will move any freight, deco equipment, back wall, or pedestrians, out of the path of the vehicle to insure safe passageway to the destination. The exhibitor is responsible for all fees incurred.

16. REMOVAL OR SALE OF EXHIBIT MATERIALS

"Over the counter" sales at the show are **strictly prohibited.** The sale of individual item(s) where the purchaser would take possession of the item prior to the close of the show is **not permitted.**

This policy does not in any way restrict the normal trade show sales activities of taking orders of materials for delivery after the Landscape Industry Show has been closed.

Distribution of brochures, circulars or other printed matter, yard sticks, shopping bags, etc., **will be allowed if conducted in exhibitors booth**, provided it does not interfere with the security or atmosphere of the show.

Show management seeks to be in compliance with the federal tax law of 1976, whereby retail sales are forbidden for non-profit associations. The sale or give-away of merchandise materials used as display items in the exhibit booth is permitted at the show; however, once the exhibit booth has been stocked with exhibit materials, **no materials whatsoever will be allowed to leave the show floor at any time prior to closing on the final day of the show.**

This policy is to assist the exhibitor in preventing theft of exhibit material and to encourage exhibitors to keep exhibit materials in their booths until the end of the show. Selling and depleting booth merchandise during the show detracts from the overall effectiveness of the show and does not allow last-day buyers the opportunity to see complete exhibits. If any material is sold or given away, the list need to be reported to staff in writing prior to the removal of the material.

17. FOOD & DRINK

The Los Angeles Convention Center has exclusive rights for the sale of all food and drink within the exhibit hall and on the premises; thus, neither may be sold on the Los Angeles Convention Center property. If an exhibitor wishes to **give** food or drink as promotion for his/her booth, he/she should contact the Los Angeles Convention Center, (213) 765-4512.

18. INSURANCE AND LIABILITY

Since neither the Landscape Industry Show nor the Los Angeles Convention Center covers individual displays with liability insurance, exhibitors are advised to carry floater insurance to cover exhibit materials against damage, loss and public safety while participating in this show.

Further, the exhibitor, upon rental of booth space, releases and agrees to indemnify and hold harmless the Landscape Industry Show, the show committee and management against any and all claims for the following: loss, damage, costs, expense (including attorney fees), claims, suits, and any judgments

whatsoever in connection with injury to, or death of, any persons; loss or damage to any property, arising at or in any way connected with the performance of the exhibitor, his/her personnel or equipment while at the show or traveling to or from the show, or a result of the act of any attendee. All property of the exhibitor is understood to remain in his/her custody and control in transit to and from the show, or within the confines of the Los Angeles Convention Center, subject to the rules and regulations of the show.

Neither the show, nor the service contractors, nor the management of the Los Angeles Convention Center, nor the City of Los Angeles, nor the California Landscape Contractors Association, nor any officers and/or staff members of the above will be responsible for any injury, loss or damage that may occur to the exhibitor, his/her employees, or any others designated by him/her, for thefts, strikes, damage by fire, water, storm, vandalism, acts of God, or from any cause whatsoever, prior, during, or subsequent to, the period of the show. In addition, the show or show management will not be liable for any expense, cost or liability that the exhibitor may try to insure against the show.

19. FIRE LAWS

Federal, state and city fire laws must be strictly enforced. All decorator booth decorations will be flameproof, as should any exhibitor's own booth decorations. Electrical wiring used by exhibitors must conform to National Electrical Code Safety Rules and the local fire department.

If inspection indicates that any exhibitor has neglected to comply with these regulations, or otherwise incurs a fire hazard, the right is reserved to cancel all or such part of his/her exhibit as may be irregular. Aisles, fire exits, and the fire extinguishers must be placed within the confines of booth limits. No combustibles of any nature may be brought into the Los Angeles Convention Center without permission from the show management.

20. LABOR

Exhibitors are required to comply with the union labor regulations as determined by the show management and local unions. Any exhibitor may install and/or dismantle his/her own display providing the total time for the installation does not take more than 30 minutes for one person to complete. (This does not

mean 2 persons using 15 minutes). If the installation or dismantling requires more than 30 minutes, properly qualified union personnel must do the work. An exhibitor may work with a union installer on a "one to one" basis provided he/she is a permanent employee of the exhibiting company. Representatives or stewards of the union will be on the floor during move-in and move-out. They will be checking constantly to see that all exhibitors are complying with the rules.

Show management has no authority when the union representatives enforce their regulations.

21. SECURITY

The show management will provide basic security service at the Los Angeles Convention Center from noon, Monday, January 10th, through noon Friday, January 14th. As further protection, the show management encourages each exhibitor to have at least one employee in the booth during the hours of move-in, and **particularly during the hours of move-out**, so that each exhibitor will assist in the security of his/her individual materials. The show management also encourages manning of the exhibit booth at all times during regular show hours by qualified regular employees of the exhibitor. However, in all cases, *the ultimate responsibility of security lies with the exhibitor at all times, and the show management will not be held liable for the loss or theft of any or all items from an exhibit booth.*

22. PLANT INSPECTION

Those exhibitors who are growers or suppliers of green goods that are not from California, upon entrance into the state of California, must notify the Department of Agriculture that their plant materials must be inspected. This can be accomplished upon arrival at the Los Angeles Convention Center by contacting the Department of Agriculture, Los Angeles County Agriculture Commissioners Office, 3400 La Madera, El Monte, California 91732, (626) 575-5451. This must be accomplished by each out of state exhibitor.

23. LICENSES AND PERMITS

The exhibitor shall procure at his/her own cost and expense, any necessary licenses and official permits for the purpose of displaying and exhibiting merchandise at the Los Angeles

Convention Center. All local laws, rules and regulations must be adhered to.

24. CHANGE OF DATES

If the show management considers it inadvisable to hold the exposition at the time and/or the locations herein provided, the show management has the right to change the dates and/or location within the same city or county. The exhibitor will be given written notice of such changes to the address shown on his/her contract.

25. HOSPITALITY SUITES

The Landscape Industry Show committee deems it in the best interest of the show to prohibit hospitality suites during show hours.

26. NON-COMPLIANCE TO RULES AND REGULATIONS

Each exhibitor, for himself/herself and his/her employees, agrees to abide by the rules and regulations given herein and by subsequent amendments and additions, considered by the show management to be in the best interest of all exhibitors. For any non-compliance with the rules, the show management reserves the rights to prohibit, reject, or eject an exhibitor, exhibitor's representative(s), or exhibit in whole or part, with or without giving cause. If cause is not given, liability shall not exceed the return to the exhibiting company of the rental unearned at the time of ejection. If an exhibitor is ejected for violation of these rules, or for any other reason, no return of rental shall be made.

27. AMENDMENT TO RULES

These rules, regulations, and conditions have been drawn for the purpose and intention of providing a well-balanced, well-regulated, attractive and successful exposition. Any and all matters or questions not specifically covered by the preceding rules and regulations shall be subject solely to the decision of the show management. In an effort to provide the greatest good to the greatest number, the show management has full power to interpret the rules and regulations or make such rulings as may appear to be in the best interests of the entire exposition, and any and all amendments of the foregoing rules, regulations, and conditions shall bind the exhibitors.