

THE NATIVE PLANT SHOW RULES

Rules set the stage for a pleasant, safe and successful show for all participants. FANN has combined FNGLA's well considered rules with those of our host facility. **Review and make sure you and the people who will be working at your booth(s) understand and follow these rules.** Your cooperation will mean a better show for everyone. All rules will be enforced by the Native Plant Show management.

THE MOST IMPORTANT RULE FOR ANY TRADE SHOW: BE A GOOD NEIGHBOR!

CONTRACT

YOU MUST SUBMIT YOUR SIGNED EXHIBITOR CONTRACT AND BE PREPARED TO SHOW US A CERTIFICATE OF INSURANCE BEFORE YOU CAN ENTER THE BUILDING. A signed contract constitutes a contract between the exhibitor and trade show management for use of specified exhibitor space.

CANCELLATION

Exhibitor and sponsor payments constitute a contract with FANN and are not refundable. FANN may, at its sole discretion, elect to reimburse a portion of an exhibitor's fee if FANN is able to sell that space to another exhibitor.

In the event the show is not held for any reason beyond the control of FANN, this shall not be construed as a breach of contract and there shall be no obligation on FANN to refund any payments or be liable for damages caused by such action. FANN may, in its sole discretion, make full or partial rebate of fees paid or offer rescheduling of the show. Return of sponsorship/exhibit fees shall terminate any liability of show management.

Show management reserves the right to cancel any exhibitor at any time for failure to present a signed contract, non-payment, failure to abide by show guidelines or misrepresentation of products to be displayed.

Show management reserves the right to eject and/or restrict exhibits which, because of noise, method of operation, or for any other reason, become objectionable, and to prohibit or evict any exhibit which, in the opinion of show management, may detract from the general character of the show. This reservation includes persons, things, conduct, printed matter or anything of a character which show management determines to be objectionable. In the event of such restriction or eviction show management is not liable for any refunds on rentals or other exhibit expenses.

CHANGE OF DATES

If show management shall consider it inadvisable to hold the trade show at the time and/or location originally published, show management shall have the right to change the dates and/or location. Exhibitor shall be given written notice regarding such changes to address shown on contract.

SPACE ASSIGNMENT

FANN makes all booth space assignments. This is a small exclusive show and all spaces are good spaces. Sponsors and returning exhibitors receive first consideration in booth placement.

SUB-LEASING / SHARING

Exhibitor may not assign, sublet, or apportion the whole or any part of the booth space assigned nor permit any other party to exhibit therein without the express written consent of FANN. Exhibitor may distribute only promotional or advertising materials in his booth that refers to products or services manufactured, grown or sold by said exhibitor in the regular course of business, unless authorized otherwise in writing by FANN.

WHAT YOU CAN EXHIBIT

Exhibits are restricted to products and services of interest and related to the sustainable nursery and horticultural trade.

NATIVE PLANTS ONLY - GENERALLY, FLORIDA NATIVE SPECIES.

Exhibitors seeking to exhibit native plant species from outside Florida should contact FANN in advance to approve species and cultivars.

Florida native plants are those plants identified in the FANN Annual Native Plant & Service Directory or on the USF Plant Atlas / Wunderlin Guide to the Vascular Plants of Florida.

FANN shall be the ultimate authority on the nativity of any plant in question and reserves the right to ask exhibitors to remove any plants for any reason.

Exhibitors must exclude harsh pesticides and other environmentally harmful products from their booths. Soft pesticides, biocontrols and other products oriented toward more sustainable disease and pest control may be welcome; contact FANN in advance for approval.

PROHIBITED

- Non-native plants
- Cypress mulch
- Harsh pesticides (soft pesticides, biocontrols, organics welcome)
- Pets unless approved service dogs
- Confetti, bird seed, glitter & rice.
- Handwritten signs, unless produced professionally.
- Adhesive backed decals and duct tape.
- Painting signs, displays or other objects on the premises.
- Duct tape, double sided tape.
- Gratuitous, plastic, made in China give-aways (this is a GREEN show!)

Decorations, signs, banners and streamers may not be attached, taped, nailed or otherwise fastened to any ceiling, painted surface or wall of the host facility. Everything must be self-standing.

MODELS OR DEMONSTRATORS

Models or demonstrators are permitted in the exhibitor's booth provided they are, in the opinion of show management, tastefully clothed and limit their activities to within the confines of the exhibitor's booths at all times.

KEEP EVERYTHING AT YOUR BOOTH

All demonstrations and other sales activity must be confined within the limits of the booth(s) of each respective exhibitor. Distribution of printed material and the displaying of signs, posters, banners, etc. must be limited to the confines of the booth(s) of each respective exhibitor and distributed and/or displayed in such a manner not to interfere with other exhibitors. Exhibitors wishing to distribute samples or advertising materials may do so from their own exhibit space only, provided it does not interfere with the security of the show.

Table exhibits are confined to the table top and signage immediately behind the table. No materials may be placed on the floor in front of or to the side of the table. Individuals staffing the table must stand or sit immediately behind the table.

SALES

Exhibitors are welcome to make sales but exhibits must remain complete and in place throughout the show. Receipts should be provided to customers documenting sale. If a sale is made during the show that requires the collection, reporting and remitting of Florida sales tax, the Exhibitor is responsible for complying with all Florida Sales and Use Tax requirements, which may include registering with the

Florida Department of Revenue, collecting sales tax at the time of the sale and remitting to DOR and/or obtaining an Annual Resale Certificate from the purchaser.

DISTRIBUTION OF SALES LITERATURE OUTSIDE EXHIBIT BOOTHS.

Anyone distributing materials to booths or attendees in the aisles is subject to ejection from the exhibit hall.

FOOD & DRINK

Exhibitors are allowed to bring in their own personal food but may not distribute or sell food.

DO NOT DISTRIBUTE BOTTLED DRINKS, INCLUDING WATER, FROM ANY BOOTH.

SAMPLING

Items dispensed are limited to products manufactured or produced by the exhibiting firm. Please do not distribute more throw-away key chains, beer koozies, letter openers etc.

CARE OF EXHIBIT SPACE AND MOVE-OUT

Exhibitors must remove all plants and materials at the conclusion of the show.

Premises must be returned in the same condition as it was received. A clean-up charge may be assessed if premises are not returned in an acceptable manner. FANN is responsible for trash removal from the exhibit floor. As a result, exhibitors are responsible for removing all of their own trash.

FANN will be responsible for the removal of all bulk trash, crates, lumber and packing materials during the move-in, move out & show dates. Bulk trash is defined as all trash, boxes, packing materials and other items not easily removed by a push broom or vacuum.

Exhibits must be put in proper order before the show opens each day. Booths not in order before opening hour may be straightened at the direction of show management at the expense of the exhibitor. **BRING YOUR OWN BROOM, VACUUM AND OTHER CLEANING MATERIALS**, plus your own wastebasket.

Exhibitors shall not injure, mar, mark, drill, core, punch, staple, paint, drive any nails, hooks, tacks, pins, screws, use any tape or in any way deface exhibition hall premises. Exhibitor shall be liable for any and all damages which he may cause to the building or otherwise in connection with his exhibit.

Painting of displays or items within the booth is not permitted within the building.

STORAGE OF CRATES & BOXES

No materials can be stored outside the exhibitor's booth.

INSURANCE

Exhibitors must have liability coverage for their staff and should consult their insurance companies for proper coverage on exhibit material and displays. In many cases a rider can be added to your present policy. FANN is required by our insurance company to request certificates of insurance from exhibitors, providing that exhibitors are insured. Be prepared to present proof of insurance certificate upon request.

SMOKING

In compliance with the Florida Clean Air Act, Section 386.205 and 386.206 of Florida Statutes states that smoking is prohibited in any public areas (i.e., restrooms, concourses). Smoking is permitted outside the building in the designated smoking areas.

SECURITY

Facility staff will lock down the exhibit hall after show hours. Each exhibit booth should be staffed during all show hours by employees of the exhibitor and in all cases and at all times the ultimate responsibility

for booth security lies with the exhibitor. As further protection, exhibitors are encouraged to have a least one employee in the booth during the hours of move out to ensure security of the booth's materials. FANN shall not be held liable under any circumstance for the loss or theft of any or all items from an exhibit booth.

PETS OR ANIMALS

No animals or pets are permitted in the building except as a host facility approved service animal or exhibit.

DAMAGE TO EXHIBITS

While being loaded, unloaded or moved to booths or common carriers by the move-in crews, said crews and FANN will not be responsible for damage to materials improperly packed, for concealed damage, for loss or theft of exhibit material after it has been delivered to the booth or before materials have been picked up for loading out of the booth.

NON-COMPLIANCE

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

EXHIBIT HALL LIABILITY

FANN and the host facility shall not be liable to the exhibitor for any damage, loss or destruction of any exhibit or the property of exhibitor by fire, personal injury, theft or other liability.

LIMITATION OF LIABILITY

It is expressly understood and agreed that by purchasing exhibit space in the Native Plant Show, the exhibitor will make no claim against FANN or any of its members or staff for any loss, damage, or destruction of goods, nor for any injury that may occur to himself or his employees while in the exhibit area, nor for damage of any nature or character whatsoever.

INDEMNIFICATION

Exhibitor further agrees to indemnify and hold harmless FANN, its successors, and assigns against all loss, cost, expense, including attorney fees, claims, suit and judgments whatsoever in connection with injury to or death of any persons, loss or damage to any property arising from or in any way connected with performance of exhibitor, its personnel or equipment.

NO DECALS

Adhesive-backed (stick-on) decals or similar items may not be distributed or used in the building.

BALLOONS

The use of mylar or helium balloons may be permitted only with prior host facility approval.

EXHIBIT HEIGHT

Exhibitors can use the entire cubic area of their booth space meaning that design elements may be placed up to the front of your booth and up to 2' less than the maximum ceiling height (28'). All visible sides of the booth (including exposed framework) must be finished in a professional manner. Show management reserves the right to have proper finishing done with the exhibitor responsible for any charges incurred.

BIG TREES

FANN encourages exhibitors to bring large native trees (max height 26'). Big trees are beautiful! Please bring your own equipment, spotters and helpers. Contact FANN in advance to coordinate your move-in and the use of special equipment. Please remember that it is your responsibility to remove all plants from the show facility at the conclusion of the show.

EXITS & AISLES

All exits & aisles must be kept clear and unobstructed. No furniture, signs, easels, chairs or displays may protrude into the aisles. Exits and exit signs must not be covered by drapes nor obscured from view by exit components. Special care should be taken not to block or obstruct any fire hose or fire extinguisher cabinet, fire pull boxes or entrances and exits.

SHOW TIMES

Exhibitors must maintain their booths open for the entire advertised show time. **No booth can close before the show closes. Anyone who begins moving material out early will be prohibited from showing in the future.**

ITEMS NOT COVERED

All points not covered herein are subject to settlement by the general policies of the trade show management, and said management reserves the right to make changes, amendments, and additions to these rules and such further regulations as they shall consider necessary for the benefit of the show.

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