Texas Nursery & Landscape Association

**2020 Product Rodeo** Exhibitor Rental Agreement

February 26 – 27, 2020

Will Rogers Memorial Center – Watt Arena

3401 W. Lancaster Avenue, Fort Worth, TX 76107

This agreement between the Texas Nursery & Landscape Association (TNLA) and the Exhibitor listed below, provides Exhibitor with the selected area at the 2020 Product Rodeo. Exhibitor agrees to provide the staff and equipment for tabletop display exhibit on the arena floor level

**QUALIFICATIONS & REQUIREMENTS:**

All products for the Product Rodeo are to be delivered/shown/removed according to the following schedule. Strict adherence to this schedule is important for safety reasons.

**Exhibit Move In 8:00 a.m. – 12:00 p.m. Wednesday, February 26th**

 **Exhibit Open Hours 1:30 p.m. – 6:30 p.m. Wednesday, February 26th**

 **9:00 a.m. – 4:00 p.m. Thursday, February 27th**

 **Exhibit Move Out 4:00 p.m. – 10:00 p.m. Thursday, February 27th**

Each exhibiting company is responsible for returning the ground/property of their demo area to the same level and condition as before their demonstration.

Exhibitors sampling food and beverage must provide a copy of their company’s health permit to TNLA prior to the event.

**COST:**

 **Arena Lounge Tabletop Exhibit $350 for 8’ skirted table**

**Concourse Level 10 x 10 $800 for draped booth area**

Complete this form with your exhibit type, total, and payment selection and submit to TNLA at the addresses below. Please make a copy for your files before submitting.

**Texas Nursey & Landscape Association Phone: 800-880-0343, 512-579-3862**

**7730 South IH-35 Fax: 512-280-3012**

**Austin, TX 78745-6698 rodeo@tnlaonline.org**

EXHIBITING COMPANY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CONTACT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUS. PHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CONTACT CELL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EMAIL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of exhibit requested \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Total Cost \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of demonstration, including featured product(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Form of payment Check *(Payable to TNLA)*  Credit Card (*Online/Phone only)* Please Invoice

A **deposit** of one half the total cost must be submitted by December 1, 2019. If space is leased after December 1, 2019, deposit must be submitted with this agreement. The balance due must be paid by January 15, 2020. If space is leased after January 1, 2020, payment in full must be submitted with this agreement. **Cancellation requests** must be made in writing. TNLA will refund payments according to the following schedule: Prior to December 15, 2019, 70% refund; December 15 – January 15, 40% refund; no refunds after January 15, 2020.

TERMS & CONDITIONS

1. REFERENCE –herein the Texas Nursery & Landscape Association, hereafter referred to as TNLA.

2. EXHIBITORS – All exhibitors shall be bound by the rules and regulations set forth herein and by such amendments or additional rules and regulations as may be established by the Board of Directors of TNLA and/or Product Rodeo Management.

3. PAYMENTS - Exhibitor’s full and timely compliance with the payment schedule set forth on the opposite side of this contract is required. No exhibitor will be permitted to set up exhibit space until full payment has been made.

4. CANCELLATIONS – TNLA will honor exhibitor’s request for cancellation ONLY if in writing, and, in any event, will refund out of monies paid by exhibitor only the percentages as set forth on the opposite side of this contract. TNLA reserves the right to cancel an exhibit space for the following reasons: non-payment of deposit by deposit due date; non-payment of balance due by due date; misrepresentation of products to be displayed; non-payment of any other past due accounts within TNLA.

5. ASSIGNMENT OF SPACE – Exhibit space will be assigned based on the date of contract completion. TNLA reserves the right to make changes to the floor plan arrangement as may be deemed necessary for the good of The Product Rodeo.

6. EXHIBITOR ELIGIBILITY – TNLA shall have the right to determine the eligibility of any exhibitor for inclusion at The Product Rodeo, in accordance with its rules and regulations, and reserves the right to refuse any or all applications for space and to prohibit or remove any exhibit, display or part thereof, or proposed exhibit display or device which in the opinion of TNLA is not related to the nursery/landscape industry and/or suitable to or in keeping with the product display policy.

7. SUB-LEASING AND SHARING – Exhibitors are encouraged to share their exhibit space with partner companies. Those companies must also sign an agreement with TNLA to participate in the Product Rodeo. No exhibitor may assign, sublet or apportion the whole or any part of the exhibit space assigned, nor permit any other party to exhibit therein, nor distribute any promotional or advertising materials in the occupied space other than those manufactured, grown or sold by exhibitor in the regular course of business without that company completing an agreement with TNLA in advance of the event.

8. FIRE SAFETY AND HEALTH REGULATIONS – Exhibitor agrees to comply with local, city and state and federal laws, ordinances and regulations, and the regulations of the Exhibit Facility and Product Rodeo Management covering fire, safety, health and all other matters.

9. RESTRICTIONS ON EXHIBITS – Drawings and giveaways of any kind (including food served from an exhibitor’s booth) sponsored by individual exhibitors are subject to approval by Product Rodeo Management. Inflated balloons will not be allowed in the Exhibit Facility without prior approval of Product Rodeo Management. All displays, demonstrations, and personnel (including those in the act of distributing product literature) must be confined to exhibitor’s own booth area. Exhibitors must wear The Product Rodeo exhibitor badge during all show hours.

10. EXHIBITION SCHEDULE – Exhibitors will comply with the official schedules established for move-in, show hours and move-out. All exhibitors will have displays ready by the official opening of The Product Rodeo and will not initiate breakdown or remove exhibit materials from the Exhibit Facility prior to the official closing of The Product Rodeo.

11. SECURITY – Security will be provided during arena open hours. Will Rogers complex security is on site 24 hours a day. TNLA shall not be held responsible for the loss of any material by any cause and urges exhibitor to exercise precautions to discourage loss due to theft or any other cause. No responsibility is assumed by TNLA for goods delivered to the “exhibit areas”, or for materials left in the “exhibit areas” at any time. Exhibitors are encouraged to insure exhibit property against loss or theft, and those wishing to do so, must do so at their own expense.

12. LICENSES – Exhibitors shall procure at their own cost and expense any necessary licenses and official permits necessary for the purpose of displaying/exhibiting in The Product Rodeo. Exhibitors are responsible for conforming with all laws and regulations of the United States and the State of Texas, all ordinances of the host City and, wherever applicable, all rules and regulations of the host City’s Police and Fire Departments and those policies and criteria which have been established by the Exhibit Facility Management for use of the designated exhibit areas.

13. EXHIBITOR-APPOINTED CONTRACTORS – Exhibitors agree to notify TNLA, in writing, if utilizing the services of an outside contractor at any time during The Product Rodeo. Exhibitor-appointed contractors must conform to all regulations covered herein and to any that apply to and are published by TNLA.

14. INSURANCE AND INDEMNITY – It is expressly understood and agreed by exhibitor that neither TNLA nor their employees nor their contractors shall be liable for loss or damage to the goods or properties of exhibitor. On signing the EXHIBIT SPACE RENTAL AGREEMENT, exhibitor releases and agrees to indemnify TNLA, and hold them harmless from any suit or claim for property damage or personal injury (including punitive damages) by whomsoever sustained, including exhibitor and exhibitor’s agents or employees on or about exhibitor’s display space or arising out of exhibitor’s participation in The Product Rodeo, expressly including such damage or injury resulting in any part from the negligence of one or more of the aforementioned indemnities. The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, civil disorder, the public enemy, curtailment of transportation facilities, or other emergency over which neither party has control making it illegal or impossible to provide the facilities or to hold the function. Exhibitor agrees to maintain such insurance that will fully protect TNLA from any and all claims of any nature whatsoever, including claims under the Workers’ Compensation Act, and for personal injury, including death, which may arise in connection with the installation, operation, or dismantling of exhibitor’s display. Exhibitor agrees to indemnify and hold harmless TNLA for any such claims, irrespective of insurance coverages. Exhibitor further acknowledges that insurance covering the exhibit and/or property against damage and business interruption losses are the sole responsibility of exhibitor. Exhibitors are required to have Certificates of Insurance available for inspection by TNLA. In addition, the host Exhibit Facility is not liable to exhibitor for any damage to or for the loss or destruction of any exhibit or the property of exhibitor by fire or other casualty covered by an extended coverage endorsement to a fire insurance policy, whether caused by negligence of the Exhibit Facility Management, its officers, agents, servants, employees or otherwise, all claims for any such loss or damage being expressly waived by exhibitor who agrees to indemnify and hold the host Exhibit Facility Management harmless for such claims.

15. CANCELLATION / DISRUPTION OF Product Rodeo – Should any eventuality cause cancellation or disruption of the exhibition, TNLA shall not be liable for any expenses incurred by exhibitor other than the rental cost of the exhibit space less expenses incurred by TNLA. In no case shall the amount of refund to exhibitor exceed the amount of the exhibit fee paid.

16. AMENDMENTS – All points not covered herein are subject to settlement by TNLA Management and/or the TNLA Board of Directors, and they reserve the right to make such changes, amendments and additions to these rules, and such further regulations as they shall consider necessary. The Board of Directors of the Texas Nursery & Landscape Association shall be the final authority.

17. DISPUTES – This agreement shall be governed by and construed in accordance with the laws of the State of Texas, County of Travis. Venue for any dispute arising hereunder shall be Austin, Travis County, Texas.