

**APPLICATION FOR EXHIBIT SPACE**  
January 2019, IDAHO HORTICULTURE EXPO  
**Boise Centre on the Grove - Boise, Idaho**

## Idaho Horticulture Expo

1. Exhibit Hours- Management shall determine exhibit hours. Exhibitor move-in is on Wednesday from 8 AM to 6 PM and continues on Thursday from 8 AM to 11 AM. Exhibits cannot be dismantled until after closing of the show on Friday. Move out will be from 2:05 until 6pm.
2. No exhibits or part of an exhibit may be removed until after the closing of the show. At this time, all Exhibitors shall remove all items from their booths.
3. Rules for Exhibits:
  - a. Delivery – Earliest date exhibit material can be allowed at the Facility is 3 days prior to the Show. All shipment must be PREPAID.
  - b. Displays – No signs, partitions, apparatus, shelving, etc. may extend more than eight feet above floor along the rear of an exhibit and form the backdrop toward the front of the booth for four feet. The next six feet is a three-foot side curtain. Exhibitor will not be permitted to erect signs or display products obstructing the view, occasion injury, or disadvantageously affect the display of other exhibitors. The cloth booths will be erected by Show Decorator and all orders for rugs, furniture, etc., should be directed to Show Director.
  - c. Liability – The exhibitor is entirely responsible for the leased space and shall not injure, mar, or deface the premises. The Exhibitor shall not drive, nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the Facility. Furthermore, Exhibitor shall not affix to the walls or windows of the Facility any advertisements, signs, etc., or use scotch tape, masking tape or any other adhesive type material on painted surfaces. Automobiles, trucks, and similar conveyances shall have a drip pan and/or protective material under them to safeguard the floor from dirt, oil stains, etc., and all landscaped areas must have a similar barrier under them to safeguard the floor. The exhibitor agrees to reimburse the Management and/or the Facility for any loss or damage occurring to the premises or equipment.
  - d. Aisles – The aisles, passageways, and overhead spaces remain under the control of the Management, and no signs, decorations, banners, advertising matter of exhibits will be permitted in those areas except by permission of the Management. All exhibits and their personnel must remain within the confines of their own spaces.
  - e. Space –The exhibitors shall forfeit the right to the space, all prepaid rentals, and upon demand pay any rent balance owing to Management for failure to occupy or use the space or to have the exhibit completed and in place by the opening of the Show.
  - f. Food Sale – Exhibitors may not sell or distribute food or beverages in the Facility without consent from the Management.
  - g. Alcoholic Beverages – Exhibitors and their employees, agents, and guests shall not consume any alcoholic beverages except in designated areas. Violation shall be grounds for removing Exhibitor and exhibit from the Show without a refund.
  - h. Lotteries – Exhibitor shall not engage in any raffle, chance drawing, lottery, or other game of chance without written consent of Management.
  - i. Restrictions – The Management reserves the right to restrict or remove exhibits, without refund, that have been falsely entered or are deemed by the Management to be unsuitable or objectionable. This restriction applies to, but is not limited to noise, PA systems, persons, animals, birds, printed matter, or anything of a character that might be objectionable to the Show or the Management. No inflated balloons may be handed out or sold.
4. All Exhibits must comply with city ordinances, Regulations and Fire Marshal instructions. For any information, contact the Fire Marshal's office in Boise.
5. Storage – Fire Marshal Regulations prohibit the storage of boxes, crates, packing materials, etc. Exhibitor must arrange for storage of empty crates, etc. at own expense.
6. Running of Engines – Oil, gas or gasoline engines may be operated only with the consent of Management and must conform to City Ordinances, Regulations, and Fire Marshal instructions.
7. Installations – Any special carpentry, wiring, electrical or other work, gas, steam, water or drainage connection shall be installed at Exhibitor's expense, and in accordance with the building and Management's direction.
8. Electricity – 120 and 208 volts, 60 cps., single of 3 phase, is available in the building. All electrical connections shall be equipped with an Equipment Ground Conductor. For any electrical needs, contact the Show Decorator.
9. Miscellaneous terms and conditions:
  - a. Cancellation of Contract – If this agreement is cancelled by Exhibitor for any reason by November 30, full refund will be made. After November 30 it will be a Management decision as to full refund based on circumstances of the Exhibitor. All cancellations must be in writing by exhibitors. If no payment is received on booth rentals prior to August 30, space allocation may be cancelled at option of Management.
  - b. Rights of Management in the Event Show is not Held – Management shall not be liable for any damages or expenses incurred by exhibitors in the event that the Show is delayed, interrupted or not held as scheduled; and, if for any reason beyond control of the Management, the Show is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by the Management.
  - c. Security for Rental – Failure of Exhibitor to pay rental space as specified herein shall entitle Management to take possession of space and to retain any funds paid. Management shall have the right to dispose of items that have been left after closing of the show by an Exhibitor in such manner as it deems appropriate whether by sale or otherwise. Any sale proceeds shall be retained by Management in payment of expense incurred in disposing of such property.
  - d. Indemnification – Exhibitor shall indemnify and hold harmless the Management and the Facility from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the activities of the Exhibitor, or the INLA officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors of Exhibitor.
  - e. Insurance – Exhibitor shall purchase and maintain such insurance, naming the Management and the Facility as additional insured, as will protect him from claims which may arise out of or result from the activities of the Exhibitor. Neither the Management nor the Facility shall be responsible for loss or damage occurring to the exhibit or sustained by the Exhibitor from any cause, including but not limited to theft. Such additional insurance must be obtained by the Exhibitor privately.
  - f. Attorney's Fees – If a civil action arises between parties out of this agreement or to enforce any of its provisions, the losing party shall pay the attorney's fees of the prevailing party as trial court may adjudge reasonable and, if an appeal is taken from any judgment of the trial court, the losing party shall pay the amount the appellate court shall adjudge reasonable as the prevailing party's attorney fees on appeal.
  - g. Licenses – Any and all City, County, State or Federal licenses, inspections or permits required by law of any Exhibitor in the installation or operation of his display shall be obtained by the Exhibitor at his own expense prior to the opening of the Show.
  - h. Assignment – Management may sell, assign, or transfer any or all of its rights, benefits, privileges, obligations or duties under this agreement.
  - i. Complete Agreement – This agreement contains the terms and conditions agreed on by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.