



APPLICATION TO EXHIBIT

August 2-4, 2023 | Minneapolis, Minnesota
Hilton Minneapolis

Please complete application and payment forms and return to: Kim Tabor, Garden Center Conference & Expo 5811 Canal Road, Valley View, OH 44125, 216/393-0215 (phone), 216/525-0515 (fax) KTabort@gie.net (email)

Company _____
Address _____
City _____
State _____ Zip/Postal Code _____
Phone _____ Fax _____
Contact Name* _____
E-mail _____
Company Website _____

* Contact person will receive all correspondence, invoices and service kit.

Please reserve _____ booth(s) in a linear configuration. No endcapping allowed.

First Choice _____ Second Choice _____ Third Choice _____ Fourth Choice _____

**Please note that the booth selection noted above cannot be guaranteed. If there is a conflict with your booth selection, a sales representative will reach out to you directly using the contact information above to select another booth.

Please list my company name in the show program exactly as: _____

We prefer to be located near the following companies: _____

We prefer NOT to be located near the following companies: _____

Would you be interested in further information on sponsorship opportunities at the conference? Yes No

Description of what products will be displayed, distributed or demonstrated: _____

RATE: \$ _____

CANCELLATION: Cancellations received prior to May 30, 2023 will receive a full refund minus a 10% administrative fee. Cancellations received after May 30, 2023 will receive a 50% refund on the total amount of exhibit space and sponsorship funds paid. Cancellations received after June 15, 2023 are non refundable.

ACCEPTANCE: By signing below Company: (a) confirms it received a copy of the Payment Form and General Terms and Conditions (attached), (b) understands, acknowledges, and agrees that this Application and its participation in the event are subject to the terms and conditions stated above and the terms and conditions set forth in the Payment Form and General Terms and Conditions, (c) understands that this Application, together with the Payment Form and the General Terms and Conditions (both attached), constitutes a binding contract and (d) if Company is a legal entity, the undersigned hereby represents that the undersigned has full authority to enter into this contract on behalf of Company.

Authorized Signature _____

Print Name _____

Title _____ Date _____

Please sign and return original copy.

DO NOT WRITE BELOW

Application Received _____ Exhibit Space Assigned _____

Payment Received _____ Staff Approval _____ Account Rep _____ Date _____

GENERAL TERMS AND CONDITIONS

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Exclusive Terms and Conditions: These General Terms and Conditions (these "Terms and Conditions"), together with the Application and the Payment Form (collectively, the "Agreement"), exclusively govern and control your ("Exhibitor") and GIE MEDIA, INC.'s, an Ohio corporation, and/or any of its affiliates' (collectively, "GIE") respective rights and obligations regarding or in connection with event listed on the Application (the "Event"). Without limiting the foregoing, any additional or different terms contained in any document, request, or communication from Exhibitor pertaining to the Event, or any attempt by Exhibitor to modify, supersede, supplement, or otherwise alter this Agreement, will not modify this Agreement or be binding on the parties.

Changes to Event: GIE may make changes to the Event from time to time in its sole discretion. To the extent such changes are material, GIE will endeavor to provide notification to all attendees and exhibiting companies.

Warranties: Exhibitor warrants to GIE that its participation in the Event will not in any way infringe on the intellectual property rights of any third party. GIE makes no warranty whatsoever in connection with the Event, whether express or implied, by law, course of dealing, course of performance, usage of trade, or otherwise. Without limiting the foregoing, GIE does not insure against competitive firms from becoming neighboring exhibitors; nor is GIE responsible for errors or omissions in the Event program or exhibitor list.

Precautions and Risk of Loss: Exhibitor acknowledges and understands that GIE does not maintain insurance covering Exhibitor's property. GIE shall not be responsible for Exhibitor's merchandise or display. Exhibitor shall take all necessary precautions and such additional precautions as GIE may prescribe to prevent the occurrence of any injury to persons or property during Exhibitor's participation in the Event. Notwithstanding anything to the contrary, Exhibitor shall be solely responsible for the security of its property and for all damage or loss to any of its property in connection with the Event, including, without limitation, any property of Exhibitor brought onto and/or left overnight at the premises where the Event is held (the "Premises"), except to the extent solely caused by GIE's negligence. Exhibitor shall also be solely responsible for all damage, loss, or injury to any third party, including other exhibitors, resulting from, arising out of, or in connection with Exhibitor's negligence or misconduct. Although security personnel will be provided by GIE, GIE shall have no liability whatsoever for theft, loss or damage to property belonging to Exhibitor, Exhibitor's employees, agents, invitees, visitors, or guests.

LIMITATION OF LIABILITY: IN NO EVENT SHALL GIE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, THE EVENT OR IN CONNECTION WITH ANY BREACH UNDER THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT GIE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL GIE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE EVENT OR IN CONNECTION WITH ANY BREACH UNDER THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY EXHIBITOR TO GIE UNDER THIS AGREEMENT.

Compliance with Laws: Exhibitor represents and warrants to GIE that it (a) is in compliance with and shall comply with all applicable laws, regulations, and ordinances, and (b) has and shall maintain in effect at its sole cost all the certifications, credentials, licenses, permissions, authorizations, consents, and permits that it needs to operate its business and participate in the Event.

Indemnification: Exhibitor shall indemnify, defend, and hold harmless GIE, all promoters of the Event, the owner of the Premises, and the operator of the Premises, and each of their respective affiliates, equity holders, directors, officers, employees, agents, affiliates, successors, heirs, and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, fees, or expenses of whatever kind (including attorneys' fees), and the costs of enforcing any right to indemnification under this Agreement, in any way relating to a claim arising out of or occurring in connection with Exhibitor's (a) negligence or willful misconduct, (b) breach of any covenant, warranty, or representation in this Agreement, (c) violation of a third party's intellectual property rights, (d) violation of applicable laws, regulations, or ordinances. Exhibitor shall not enter into any settlement without GIE's prior written consent, (e) Exhibitor's installation, construction, removal, or maintenance of its exhibit, or (f) Exhibitor's occupancy or use of Premises or any part thereof or as otherwise caused by Exhibitor, its agents, representatives, invitees or guests. Exhibitor agrees to waive all rights of subrogation against GIE, its officers, directors and employees. Exhibitor agrees to pay promptly for any and all damage to the Premises or equipment therein caused by Exhibitor, its employees, agents, or representatives.

Release: Exhibitor hereby releases, acquits, and forever discharges and covenants not to sue GIE, all promoters of the Event, the owner of the Premises, and the operator of the Premises, and each of their respective affiliates, equity holders, directors, officers, employees, agents, affiliates, successors, heirs, and assigns (collectively "Released Parties") from any and all claims, causes or action, suits or demands for personal injury, death, or loss or damage to property, accrued or to accrue in the future, known or unknown (collectively, "Claims") relating to or arising out of any negligent, grossly negligent, strict liability or intentional or unintentional acts in connection with Exhibitor's participation in the Event. Without limiting the foregoing, Exhibitor agrees that the Released Parties shall not be liable to Exhibitor or its affiliates, family, heirs, administrators, executors, successors, or assigns, as applicable, for Claims arising from, related to, or in connection with Exhibitor's participation in the Event.

Insurance: Exhibitor will maintain liability insurance with reasonable limits and in commercially reasonable amounts, but in no event less than a \$1 million, for death, bodily injury, and property damage, including the so-called "broad form endorsement," and shall maintain such insurance for a period of at least three years following expiration or termination of this Agreement. This insurance shall be written by a reputable, financially secure insurance company and shall name GIE as an additional insured. Exhibitor's liability under this Agreement shall not be limited to the sum insured. Exhibitor shall deliver a certificate of insurance to GIE with the Application verifying this insurance coverage, and at any other time reasonably requested by GIE.

Termination: GIE may terminate this Agreement, along with Exhibitor's right to attend the Event, (a) upon five days' prior written notice to Exhibi-

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tor at any time prior to the Event for any reason, (b) with immediate effect upon written notice to Exhibitor, if Exhibitor breaches any provision of this Agreement or otherwise fails to adhere to all instructions given to it by or on behalf of GIE, and (c) with immediate effect upon written notice to Exhibitor, if Exhibitor becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Upon receipt of a termination notice, Exhibitor shall promptly comply with the directions contained in the notice and shall, as required, remove all of its property from the Premises. If Exhibitor fails to remove its property from the Premises, GIE may remove the property, and Exhibitor will upon demand pay GIE for all costs associated with the removal and storage of Exhibitor's property.

Confidential Information: All non-public, confidential, and proprietary information of GIE, however disclosed, is confidential, and may be used by Exhibitor solely for the use of performing hereunder and may not be disclosed or copied unless authorized by GIE in writing. Upon GIE's request, Exhibitor shall promptly return all documents and other materials containing GIE's confidential information. GIE shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is proven by documentary evidence to be: (a) in the public domain; (b) known to Exhibitor at the time of disclosure; or (c) rightfully obtained by Exhibitor on a non-confidential basis from a third party.

Force Majeure: Notwithstanding anything to the contrary, GIE shall not be liable or responsible to Exhibitor, nor be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, if GIE's failure or delay is caused by or results from acts of God, flood, fire, earthquake, hurricane, epidemic, government order or law, or other similar events beyond the reasonable control of GIE.

Choice of Law and Forum: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action or proceeding arising out of or related to this Agreement or the Event, or the matters contemplated under this Agreement, shall be instituted exclusively in the federal or state courts located in Cleveland, Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*.

Cumulative Remedies: All rights and remedies of GIE provided in this Agreement are cumulative and not exclusive, and the exercise by GIE of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

Attorneys' Fees: In any dispute where GIE is the prevailing party, GIE shall be entitled to recover its costs and expenses, including attorneys' fees and expenses, costs of investigation, costs of any accounting or other professional advisers engaged to assist GIE, and other reasonable out-of-pocket costs, in addition to any other relief to which GIE may be entitled.

Assignment: Exhibitor shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of GIE. Any purported assignment, transfer, delegation, or subcontract in violation of this Section shall be null and void. No assignment, transfer, delegation, or subcontract shall relieve Exhibitor of any of its obligations under this Agreement.

Entire Agreement; Amendment: These Terms and Conditions, together with the Application and the Payment Form, constitute the entire agreement between the parties and supersedes all other communications, oral and written, between the parties relating to the subject matter hereof. This Agreement may be amended, modified or supplemented only by an agreement in writing signed by both parties.

Survival: The provisions set forth in this Agreement that by their nature may reasonably be presumed to have been intended to survive any termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement.

Independent Contractor. Each party shall be considered to be an independent contractor under this Agreement. The relationship between the parties shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture or agency of any kind. Neither party shall have the right to bind the other party to any contract or other commitment.

Third Party Beneficiaries. Except for indemnification or release obligations, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person other than the parties and their respective successors and permitted assigns.

Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Waivers. No waiver by GIE of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by GIE. No waiver by GIE shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

Notices. Any notices under or pursuant to this Agreement will be deemed duly sent when delivered to the addresses set forth in the Application in person, by courier, by registered or certified mail, return receipt requested, by FedEx or UPS, or by email to an address specified in writing by the receiving party (with confirmation of receipt).

Company and Personal Information. Exhibitor acknowledges that personal information of all its company contacts may be used by GIE to: (a) fulfill the purpose and obligations of this Agreement; (b) communicate other information about the Event; and (c) engage in outreach to solicit corporate support of the Event and other events in the future. Exhibitor represents it is authorized by all its company contacts to provide the preceding acknowledgement on their behalf.

Event Rules and Regulations: Notwithstanding anything to the contrary, Exhibitor shall also strictly adhere to the Event Rules and Regulations set forth on Exhibit A attached hereto.

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PAYMENT FORM

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PAYMENT CONTACT INFORMATION

Same as "EXHIBITOR INFORMATION" in Application **Different** than "EXHIBITOR INFORMATION" in Application

Company _____
Address _____
City _____
State _____
Zip/Postal Code _____
Phone _____ Fax _____
Contact Name* _____
E-mail _____

*Contact person will receive all correspondence, invoices and service kit.

EXHIBIT SPACE PAYMENT INFORMATION

10' x 10' space – \$2,650 10' x 20' space – \$4,350 20' x 20' space – \$7,500

Payment Terms: 100% of booth space fees are due at the time of booking. If payment in full is not received within 30 days of invoice date: (a) booth space will be forfeited and the booth will be released and (b) if payment is later received, a new booth may be selected.

SPONSORSHIP PAYMENT INFORMATION

Sponsorship Description: _____

Sponsorship Amount: _____

Payment Terms: 50% of sponsorship fees are due at the time of commitment. Remaining 50% will be invoiced **June 2023** and are due net 30 days; provided, however, 100% of sponsorship fees for sponsorships booked within 30 days of the event are due at the time of commitment.

PAYMENT INFORMATION

Check included with the application.

Please invoice, check will be provided.

Please Note: Check must be drawn in U.S. dollars and drawn from a U.S. Bank and should be made out to GIE Media. Wire transfer service fees are the responsibility of the exhibitor. There will be a \$25 fee for returned checks.

Bill My: VISA MasterCard American Express Discover

Card Number _____

Expiration Date _____

Billing Address _____ CSC#* _____

Name on Card _____ Signature _____

*CSC# is the three (back of Visa, MasterCard, and Discover) or four (front of American Express) digit security code found on the credit card.

By Mail: Complete form and mail, with payment, to:

Garden Center Conference & Expo

Attn: Kim Tabor, 5811 Canal Road, Valley View, OH 44125

By Email: Email completed form to ktabor@gie.net

By Fax: Complete form and return by fax with credit card information to 216.525.0515

Questions? Contact conference@gie.net

PAYMENT: Full payment of exhibit space is due with booth confirmation. 50% of sponsorship commitment is due at time of commitment. Remaining 50% will be invoiced June 2023 and is due net 30 days. **Please note:** CREDIT CARD PAYMENT required for 100% of booth fees and sponsorship commitments made within 30 days of the event.

CANCELLATION: Cancellations received prior to May 30, 2023 will receive a full refund minus a 10% administrative fee. Cancellations received after May 30, 2023 will receive a 50% refund on the total amount of exhibit space and sponsorship funds paid. Cancellations received after June 15, 2023 are non refundable.

GENERAL RULES:

Application and Payment Form must be fully executed and sent to GIE along with full payment in order to reserve booth space. Every effort will be made to respect Exhibitor's space requirements whenever possible. However, GIE reserves the right to rearrange the floor plan or to relocate exhibits when such action is deemed to be in the best interest of the total Event, regardless of the reason, including, without limitation, social distancing requirements for the health and safety of all attendees, sponsors, staff, and exhibitors.

USE OF SPACE:

Exhibitor shall not assign, sublet or share its space, unless Exhibitor and such companies share the same parent company, or one company is the subsidiary of the other (proof required), or unless prior written consent of GIE has been obtained. Exhibitors may advertise only goods manufactured or dealt in by Exhibitor in the regular course of Exhibitor's business. Only firms or organizations assigned exhibit space may solicit business within the exhibit area.

Booths or display structures must be self-supporting, and not anchored to walls or floors. Displays and booth structures must not extend into the aisle in such a way as to obstruct traffic. Exhibits must comply with standard booth design regulations including height and sound restrictions and not impair visibility of adjacent booths. Height restrictions are as follows: linear booths no taller than eight (8) ft., island and split island booths no taller than fourteen (14) ft. in height. Display material exposing an unfinished surface to neighboring booths is not permitted and must be finished at Exhibitor's expense. Demonstrations must be located such that crowds collected will be within Exhibitor's space and not blocking an aisle or neighboring exhibits. No end-capping is permitted.

Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of local, state and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the Event is held. All hazardous items must be properly safeguarded, protected, registered and/or avoided as deemed necessary by GIE. Without limiting the generality of the foregoing, Exhibitor assumes all responsibility for ensuring that all wiring on booths or display fixtures within Exhibitor's booth meets underwriter's rules and standard fire department inspection applicable under all appropriate state, county, city, and venue electrical and fire codes and regulations.

GIE reserves the right to restrict exhibits which are objectionable because of noise, method of operation, materials or for any other reason; and also to prohibit or to evict for any reason with or without giving cause, any exhibit which, in the sole opinion of GIE, may detract from the general character of the Event as a whole. In the event of such restriction or eviction, GIE shall not be liable for any refunds or other exhibit expenses. No machinery is to be turned on during Event hours.

NO MUSIC:

Exhibitor shall not use third party music in its booth or in its space.

PHOTOGRAPHY/VIDEOTAPING/AUDIOTAPING:

Only GIE's official photographer and audiovisual vendor may take photographs, videotapes, or audio tapes of and in the Event, except that Exhibitor may photograph or videotape from the confines of Exhibitor's own booth during non-Event hours. Photographing or recording any exhibit or presentation other than Exhibitor's own exhibit or presentation is strictly prohibited. Exhibitor is also prohibited from photographing or recording slides of oral presentations and posters without the express permission of the presenter or author.

UNDESIRABLE ACTIVITIES:

If GIE decides Exhibitor is engaged in activities, or is displaying any items contrary to the best interests of the Event, or which appear to be unethical or a breach of law, at GIE's sole discretion, GIE may rearrange or remove such items or cancel entirely any allocation of space to Exhibitor, without liability for refund, or abate the exhibit space charge paid or due hereunder, and without liability for any other damages caused by such action. Without limiting the generality of the foregoing, Exhibitor shall not engage in, participate in, or promote harassment of any kind or nature, whether directed towards Event participants, staff, or any other individual or group. Infractions of the spirit of these terms, rules, and regulations by Exhibitor may be considered when GIE determines whether or not to accept an application from Exhibitor for any future GIE Media event.

CANCELLATION OR TERMINATION OF CONFERENCE:

In case GIE shall for any reason determine to cancel or terminate the entire Event, Exhibitor waives all claims against GIE for damages or expenses and agrees to accept, in complete satisfaction and discharge of all claims against GIE, either, at GIE's option, a refund or full credit towards a booth at a future events or credit towards future business with GIE Media. Refund or credit will equal total amounts paid by Exhibitor to GIE in accordance with the Agreement and will not exceed total amounts paid by Exhibitor.

INSTALLATION AND DISMANTLING OF EXHIBITS:

Information regarding installation and dismantling will be available at a later date. Details regarding these times will be sent to Exhibitor contact directly. NO DISMANTLING WILL BE PERMITTED BEFORE CLOSING TIME. If Exhibitor disregards this rule, it may be denied booth space for future Events in GIE's sole discretion. Times associated with the Event are subject to change at GIE's discretion.

It is explicitly agreed by Exhibitor that in the event Exhibitor fails to install displays or products in the assigned exhibit space or fails to pay the space rental in full at the time specified by this Agreement, GIE shall have the right to take possession of the space and lease the space (or any part thereof) to any third party upon such terms and conditions as GIE may deem proper. All Exhibitor materials must be removed, at Exhibitor's sole expense, from the Premises by the time specified by the Premises or GIE.

EXHIBIT PERSONNEL:

All staff affiliated with Exhibitor must be registered and must be bona fide employees of Exhibitor or representatives who receive commission, brokerage or salary from Exhibitor.

CANCELLATION:

In the event of cancellation by Exhibitor, GIE shall receive a cancellation fee covering the costs associated with reassignment of space, prior service performed, and other damages related to the cancellation. GIE must receive written notification of the cancellation either on Exhibitor's letterhead or e-mail notification. Registered postmark of the cancellation notice or date of email will determine date for purposes of compliance with GIE's refund schedule. In the event of either full or partial cancellation of space by Exhibitor, GIE reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the Exhibitor of the obligation to pay the cancellation assessment.

DOWNSIZING BY EXHIBITOR:

GIE may require Exhibitor to move to a new location if downsizing of exhibit space is requested. If Exhibitor requests downsizing after June 1, 2023, Exhibitor will remain liable to pay the contracted cost of the original booth.

MANAGEMENT RIGHTS:

GIE reserves the right to interpret, amend and enforce these regulations as it deems proper to assure success of the Event.