



APPLICATION FOR CONTAINER SHOWCASE DISPLAY SPACE
Oregon Convention Center
August 25 – 27, 2011

Container showcase display space is FREE to OAN Members or \$100 for non-members per 3.5 ft. x 3.5 ft. display space. Display platforms provided by the Show will be approximately 6” off the ground creating a mini stage for your entry.

REGISTRATIONS MUST BE RECEIVED BY AUGUST 8, 2011 (first-come, first-served – Limit up to 4 per company)

Participation Guidelines. Your container creations must follow these criteria:

- Plant material or container cannot exceed the 3.5 ft. x 3.5 ft. display space.
- Plant material needs to make up 85% of the design and cannot exceed 8 ft. in height.
- Container(s) must arrive at the Show planted, on a pallet and ready for placement by a forklift operator.
- Signage will be provided by the Show with your company name and booth number for each display. No additional promotional materials are allowed in the display.
- Container(s) must arrive by noon Wednesday, August 24 and be picked up by noon Sunday, August 28.
- Exhibitors must arrange for delivery and pickup of their containers.
- Container Showcase participation is limited to 2011 Farwest Show exhibitors.
- Electrical power is NOT available for any container display.
- Exhibitors are not allowed to ‘man’ their container in the display space.
- It’s optional for exhibitors to sell containers from the show floor, but sales transactions and container pick-up are the sole responsibility of the exhibitor and may not be removed from the show floor until close of show on Saturday, August 27.
- The location and final placement of containers on the show floor will be decided and managed by the Farwest Show.

Company Information:

Company: _____

Company Name to be displayed on signage: _____

Contact: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Website: _____

Number of display spaces (maximum of 4 per exhibitor): _____

Payment Options:

Enclosed is the full payment of \$100 x “number of spaces” \$ _____

(Payment required upon execution of this agreement)

Check # _____ (Make Checks Payable to: Oregon Association of Nurseries)

Visa / Mastercard _____ Exp Date _____ Cardholder _____

By submitting this APPLICATION and CONTRACT we request space in the 2011 Farwest Show Container Showcase. ENCLOSED IS REQUIRED PAYMENT. No space will be held without signed contract and payment received prior to August 8, 2011. We agree to the terms, conditions, authorizations, and covenants contained on the reverse side of the agreement which are incorporated in and form a part of this agreement and upon acceptance of this agreement by Oregon Association of Nurseries, Inc., hereinafter referred to as “Show Management” the Undersigned, hereinafter referred to as “Exhibitor” agree to lease display space as assigned by Show Management for the duration of said show, August 25 – 27, 2011.

 AUTHORIZED PERSONNEL (Print or Type)

 AUTHORIZED SIGNATURE

 DATE

Return contract to:

Oregon Association of Nurseries • 29751 SW Town Center Loop W., Wilsonville, OR 97070 • 503.682.5089 / 800.342.6401 • Fax: 503.682.5099

FARWEST SHOW EXHIBITOR TERMS & CONDITIONS

1. EXHIBIT MOVE-IN HOURS — Management shall determine exhibit hours. Selected exhibitors will be permitted to move in on Tuesday, August 23 through Wednesday, August 24, from 8:00 AM - 8:00 PM. Show management will notify you of your move-in time. All move-in must be completed by 8:00 PM on Wednesday, August 24, 2011. Exhibits cannot be dismantled until after closing Saturday, August 27, from 4:00 PM -10:00 PM and Sunday, August 28, from 8:00 AM - 3:00 PM.

2. MERCHANDISE REMOVAL — No merchandise may be removed from a booth until 4:00 PM, Saturday, August 27, 2011. No exhibits, or part of an exhibit, may be removed until after the closing hour of the last day of the show. At this time all exhibitors should remove all small and valuable items, e.g. video equipment and prized plant material from their booths. ANY EXHIBITOR TEARING DOWN EARLY MAY BE DENIED FUTURE SHOW ENTRY.

3. RULES FOR EXHIBITS:

a. DELIVERY — Earliest date exhibit material may be received at the Oregon Convention Center is Tuesday, August 23. All shipments must be PREPAID. Advance shipments can be arranged through the show decorator at exhibitor's expense.

b. DISPLAYS — No signs, partitions, apparatus, shelving, display material, etc., are allowed in display space. All variances must be approved in writing in advance by management.

c. LIABILITY — Exhibitor is responsible for the leased space and shall not injure, mar or deface the premises. 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. Exhibitor agrees to reimburse the management and/or the facility for any loss or damage occurring to the premises or equipment.

d. COPYRIGHTS AND PROPRIETARY MATERIAL — Exhibitor agrees that no music, literary or artistic work or other property protected by copyright will be performed, reproduced or used, nor will the name of any entity protected by trademark be reproduced or used during the show, unless exhibitor holds a valid license or has written authority to use, reproduce or perform from the copyright or trademark holder or their representative. Licensee covenants to comply strictly with all laws regarding copyrights, royalties and trademarks and warrants that it will not infringe on any related statutory, common law, or other right of any person during its use in the show. Exhibitor will indemnify and hold the Oregon Association of Nurseries, the Oregon Convention Center, the City of Portland and the Metropolitan Exhibition and Recreation Commission and their officers, agents and employees harmless from all claims, losses, attorneys fees, court costs and damages with respect to such copyright and proprietary material.

e. AISLES — The aisles, passageways and overhead spaces remain under the control of the management, and no signs, decorations, banners, advertising matter or exhibits will be permitted in those areas except by written permission of the management. All exhibits and personnel must remain within the confines of the assigned space.

f. SPACE — The space contracted for is to be used solely by the exhibitor whose name appears on the contract and no portion may be sublet. The exhibitor shall forfeit 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 8 pm Wednesday, August 24, 2011.

g. FOOD SALE — Exhibitors may not sell or distribute food or beverages in the facility.

h. 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 refund.

i. LOTTERIES — Exhibitor shall not engage in any raffle, chance drawing, lottery, or other game of chance without written consent of management.

j. RESTRICTIONS — Management reserves the right to restrict or remove exhibits, without refund, that have been falsely entered or are deemed by the management unsuitable or objectionable. This restriction applies to, but is not limited to noise, audio systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to the show or the management. No inflated balloons may be handed out, sold, or be used as part of the exhibit.

4. CITY ORDINANCES — All exhibits must comply with city ordinances, regulations, and Fire Marshal instructions. For any information, contact the Fire Marshal's office, (503) 823-3712.

5. STORAGE — Fire Marshal regulations prohibit the storage of boxes, crates, packing materials, etc., in the exhibit hall. 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 the management and must conform to city ordinances, show 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 facility and management's direction.

8. ELECTRICITY — 120 and 208 volts, 60 cps., single or 3 phase, is available in the facility. All electrical connections shall be equipped with an equipment ground conductor. All electrical service must be scheduled through the facility management.

9. MISCELLANEOUS TERMS AND CONDITIONS:

a. CANCELLATION OF CONTRACT — Container Showcase contracts cancelled prior to April 30, 2011 will be assessed a \$25.00 handling fee; contracts cancelled after April 30, 2011, but prior to July 1, 2011, will be assessed a penalty equal to one-half of the exhibit space fee. NO refunds will be given for 2011 exhibit space contracts cancelled after July 1, 2011. All cancellations must be in writing. Exhibit space is owned by the Oregon Association of Nurseries, Inc. and space is non-transferable from one exhibitor to another.

b. RIGHTS OF THE MANAGEMENT IN EVENT EXHIBITION IS NOT HELD — Management shall not be liable for any damages or expense incurred by exhibitors in the event the show is delayed, interrupted, or not held as scheduled; and, if for any reason beyond the control of the management, the show is not held, management may retain as much of the amount paid by exhibitors as is necessary to defray show expenses already incurred by the management.

c. INDEMNIFICATION — Exhibitor shall indemnify and hold harmless the management and the facility from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the activities of the exhibitor, or the officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors of exhibitor.

d. INSURANCE — Exhibitor shall purchase and maintain such insurance, at limits established by management, naming 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. Such additional insurance, if desired, must be obtained by the exhibitor.

e. ATTORNEY FEES — If civil action arises between parties out of this agreement, or to enforce any of its provisions, the losing party shall pay attorney 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.

f. 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.

g. ASSIGNMENT — Management may sell, assign, or transfer any or all of its rights, benefits, privileges, obligations or duties under the agreement.

h. GOOD STANDING — Failure of Exhibitor to fulfill all obligations due the Oregon Association of Nurseries, including non-Farwest Show issues, will be cause to void this agreement.

10. COMPLETE AGREEMENT — This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements regarding the subject matter of the contract shall be deemed to exist or to bind any of the parties hereto, except for the published rules and regulations which shall be distributed in advance of the show to all exhibitors.