

THE LAWN AND GARDEN SHOW

at the Ozark Empire Fairgrounds

February 19-21, 2010

— APPLICATION FOR SPACE —

Thank you for your interest in the 20th annual LAWN AND GARDEN SHOW. Please fill out the enclosed application completely. Return it to The Lawn and Garden Show at the address listed at the bottom of this page. Incomplete or unsigned applications will not be accepted.

Right now I don't anticipate much space opening up for new exhibitors since most previous exhibitors are returning. Available space and any future openings due to cancellations will be filled from completed applications. If you have any questions, give us a call at 417-833-2660 or e-mail mary@ozarkempirefair.com.

DATES AND HOURS FOR 2010:

Friday, February 19: 9 a.m. - 6 p.m.

Saturday, February 20: 9 a.m. - 6 p.m.

Sunday, February 21: 11 a.m. - 5 p.m.

WHAT CAN BE DISPLAYED OR SOLD?

Products and/or services for use in or on the lawn and garden are allowed. This includes (but is not limited to): landscaping services and products (rock, mulch, etc.); seeds, bulbs, trees and plants for yard or garden; lawn and tree care services and products (fertilizer, chemicals, etc.); lawn and garden equipment and repair (lawn mowers, tillers, etc.); fence; outdoor lighting; outdoor decorative items (fountains, statues, etc.); patios and decks; pools and spas; barbecue grills; bird houses, feeders and seed; patio furniture; lawn and garden educational information.

Food and beverage may NOT be sold or given away. Products for the home are usually not allowed. Give us a call if you have any questions.

WHAT DOES BOOTH SPACE COST?

Fees are based on the total square footage (depth x width) of booth space.

100 square feet @ \$3.30 per square foot

101 - 999 square feet @ \$2.75 per square foot

1,000 - 1,999 square feet @ \$2.40 per square foot

2,000 square feet or more @ \$2.15 per square foot

Examples:

- ▶ one booth 10' deep x 10' wide = 100 square feet @ \$3.30 per square foot = \$330.00
- ▶ three booths in a row would be 10' deep x 30' wide = 300 sq ft @ \$2.75 per sq ft = \$825.00
- ▶ four booths in a double row would be 20' deep x 20' wide = 400 sq ft @ \$2.75 per sq ft = \$1100.00



See Page 2
for additional information

Produced and promoted by the **Ozark Empire Fair**
3001 N. Grant; Springfield MO 65803

WHAT IS INCLUDED IN BOOTH COST?

1. Access to one 110v/20 amp outlet. Exhibitor is responsible for extension cord to outlet (plan on 20'). 208 volt service is available in some areas. Call for information.
2. Booth curtains: 8' back curtains and 3' side curtains, where applicable.
3. Admission credentials for employees staffing the booth.

WHAT IS THE EXHIBITOR RESPONSIBLE FOR?

1. Please read the **Terms of Contract** document. Booth space contract requires that all exhibitors abide by the Terms of Contract.
2. Tables, chairs, carpet, etc. You can bring your own or rent them from the show decorator.
3. All displays and staff must be within space allotted. No display or personnel can stick into aisles. *All items in booth higher than 3' must be kept to the BACK 1/2 of booth.*
4. Staff for all show hours.
5. Set-up and tear-down in accordance with times stated in guidelines.
6. Repair of damages to curtain backdrops.
7. Trash pick-up within booth space.

THE LAWN AND GARDEN SHOW

at the Ozark Empire Fairgrounds E*Plex

APPLICATION FOR SPACE

Office Use Only

Date Recv: _____

Contract issued?

___ yes - date

___ no

*THIS IS **NOT** A CONTRACT! DO **NOT** SEND MONEY.*

COMPANY NAME _____

CONTACT PERSON _____ DAY PHONE _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

FAX _____ E-MAIL _____

PURPOSE OF BOOTH: Describe items to be sold and/or displayed. If a contract is written, it will be based on this information. No changes will be allowed. *Products and/or services to be used in or on the lawn and garden are the only products and/or services allowed in this show.*

I have read the information provided and understand that this is an application only and that acceptance of application is no guarantee a contract for space will be issued. I agree that, if a contract is written, I will abide by all rules and regulations as stated on this application, on the contract and on other information provided.

Applicant's Signature _____

Print name _____ Date _____

PREFERRED SIZE OF BOOTH(S): (if available)

(indicate 1st, 2nd, 3rd choice, etc.)

___ 10'x10' How many? _____

___ single row (10x40, etc.)

___ double row (20x20, etc.)

___ 20'x25' How many? _____

___ 25'x30' How many? _____

ELECTRICAL NEEDS:

Access to a 120v/20 amp receptacle is included in cost of booth.

_____ No electric service needed

_____ 120v/20 amp service (no charge)

_____ 208v service (_____ amps)

MAIL COMPLETED APPLICATION TO:

The Lawn and Garden Show

Ozark Empire Fair, 3001 N. Grant

Springfield, MO 65803

The Lawn and Garden Show

Outdoor Living Headquarters



TERMS OF CONTRACT

1. Payments and Termination of Contract

If the terms of booth payment as set forth on the contract are not met, the rights of the exhibitor to the space shall cease and terminate. Space can be reassigned — no refunds will be made.

2. Compliance with Laws and Regulations

Exhibitor agrees to obey all laws, ordinances and regulations governing the use of the facility and to abide by the rules and regulations of City Fire and Police Departments, Missouri Department of Revenue and such other public officials whose duties may regulate exhibits.

The Lawn and Garden Show and Ozark Empire Fair reserves to its management the right to interpret the Terms of Contract as well as the right to amend or add such rules as its judgement might determine. Failure to comply with any Show regulations may result in exhibitor not being invited to participate in future shows or in expulsion.

3. Insurance

The Lawn and Garden Show and Ozark Empire Fair will not be liable for injury to any person or damage to any property that comes on the grounds for any cause whatsoever.

Exhibitors must provide a **Certificate of Comprehensive or Commercial General Liability** insurance in a minimum amount of \$1,000,000 per occurrence naming **as additional insured the Greene County Agricultural and Mechanical Society, Inc., dba Ozark Empire Fair or The Lawn and Garden Show, the City of Springfield and the Springfield-Greene County Park Board.** Their agents, servants and employees are made additional insured, but only in so far as the operations under this contract concern. In all cases, exhibitors are required to carry property insurance which insures their goods and exhibits against damage and loss.

Furthermore, exhibitors agree to indemnify and hold harmless the Lawn and Garden Show and Ozark Empire Fair and its employees against any and all claims arising out of acts of the exhibitor or his representatives, or out of activities within the exhibitor's booth area.

4. Rejection of Applicants and Exhibitors

The Lawn and Garden Show reserves the right to reject any applicant for space at any time and reserves the right to regain possession of any space by refunding to the applicant or exhibitor the amount paid for said space.

5. Booth Construction

- a. The Lawn and Garden Show will provide, where applicable, 8-foot back drapes and 3-foot side drapes.
- b. All decorative materials used in displays must meet the flame-proofing regulations of the Fire Department.
- c. **Signs: Any sign which is visible above the 8-foot back drape must be printed ONLY on one side. The back side of the sign must be well finished (not bare plywood, etc.)**
- d. No tacks, nails or screws may be driven into the walls.

6. Use of Space

- a. No live animals or birds (including ducks and chickens) are permitted in displays. Live fish are permitted.
- b. Exhibitor shall confine operation to the space or location allotted for his use and specified on the face of the contract and shall not tack, tape or place advertising material or solicit business outside said confines.

(continued)

- c. Neither displays nor decorations nor partitions between booths shall extend high enough to obstruct view of adjacent booth from any direction. No signs shall be attached to walls or ceiling.
- d. **All exhibits must be attended during all Show hours.** No loud speakers will be allowed on the exhibit floor. Sound amplification systems may be used, but the sound must not be offensive to neighboring exhibitors, as determined by The Lawn and Garden Show personnel.
- e. The exhibitor may not assign this contract nor permit any other company to share his exhibit space. No company or individual can exhibit or pass out literature unless he has a contract for space with The Lawn and Garden Show.
- f. Exhibitors cannot distribute food (including popcorn) or beverages.
- g. Exhibitors must keep their own booth space clean and vacuum their own carpeting.

7. Aisles

All aisles must be kept clear. Interviews, demonstrations and distribution of literature must be done **inside the exhibitor's booth space.**

8. Changes in Booth Location

The Lawn and Garden Show reserves the right to make such booth changes as it deems absolutely necessary for the good of the Show.

9. Exhibit Setup: All exhibits must be ready for operation by 9 a.m. Friday.

Exhibit Removal: All exhibits will remain in place until 5 p.m. Sunday. Exhibits may be removed until 10 p.m. Sunday, and cleanup will continue on Monday from 7 a.m. to 5 p.m. Large items (such as equipment) that are necessary for the display may be sold but can be removed only after Show hours and only if replaced at that time.

10. Floor Care

- a. MULCH, SAND, DIRT, LANDSCAPE GRAVEL, ETC.: If you use these materials you must first put down a **layer of plastic** (minimum 6 mil).
- b. ROCKS, BLOCKS, BRICK, TIMBERS: In building displays with these materials, please take the extra step of **putting down some protection** first. This could be plastic, carpet, burlap, etc.
- c. FOUNTAINS, WATER FEATURES, SPAS, POOLS: Please don't put water in ponds, spas or other water features until **Wednesday**. All plastic pools and spas filled with water during the show **MUST** have double liners. All water MUST be drained on Sunday night before you leave.
- d. ELECTRICAL ACCESS: All exhibitors except those along perimeter walls have access to electrical service in floor boxes. It is **ABSOLUTELY ESSENTIAL** that you protect floor boxes from moisture by covering electric boxes with heavy plastic.

11. Cancellation of booth space

No refunds will be made if an exhibitor cancels his booth space within 30 days of the show.

For other cancellations, refund will be made only if the space is sold to another exhibitor. Cancellation before November 1 = 90% refund. Cancellation between November 1 and January 1 = 75% refund. Cancellation between January 1 and 30 days before show opening = 50% refund.

12. Cancellation of Show

In the event the premises leased by this contract or any part thereof shall be destroyed or damaged by fire or by any other cause, or if any other casualty, riot or civil disturbance, strike, act of God, or other unforeseen circumstance shall render the fulfillment of this contract impractical, The Lawn and Garden Show and Ozark Empire Fair shall not in any case be liable or responsible to the exhibitor for any damage, direct or indirect, or loss caused thereby. If because of an emergency such as, but not limited to, an air raid, air raid warning, war (declared or undeclared), terrorism, curfews, riots, civil disorders or labor disorders, weather, or a proclaimed state of emergency, any performance or any public meeting scheduled or in progress is canceled or terminated, The Lawn and Garden Show and Ozark Empire Fair shall not be liable or responsible to the exhibitor for any loss or damage caused thereby, directly or indirectly, and The Lawn and Garden Show and Ozark Empire Fair shall not be liable for any refund of whatever kind or nature.

If any other event or circumstance not caused by The Lawn and Garden Show and Ozark Empire Fair prevents an exhibitor from erecting or staffing his exhibit for all or any part of the Show period, the contractual responsibility between the exhibitor and The Lawn and Garden Show and Ozark Empire Fair shall be considered to be satisfied, and there shall be no refund to the exhibitor.