



EXHIBITOR RULES AND REGULATIONS

April 17, 2010
Alachua County Fairgrounds
Gainesville, Florida

- 1. Eligibility to Exhibit** - To exhibit at *THE GREENING JOURNEY FESTIVAL* companies must produce or sell natural health and/or environmentally friendly goods and services at the manufacturer, distributor, or retail level; educational organizations; holistic medicines and medical services; and supply other products/services/destinations in keeping with *THE GREENING JOURNEY FESTIVAL* concept. Identification of such articles shall be limited to the usual and regular nameplates, imprint or trademark under which it is sold in the general course of business. *THE GREENING JOURNEY FESTIVAL* reserves the right to reject applications that, in the sole discretion of the organizers, does not fit in with the FESTIVAL's initiative. For further information, please contact FESTIVAL management at 352-378-5995.
- 2. Exhibit Space** – This is an outdoor event. Each booth size is 10 x 10 and does not include anything else. Electricity is available. Each exhibitor needs to provide their own booth furnishings such as tent, tables, chairs, etc. Booth items such as tables and chairs may be rented.
- 3. Cost and Payment Schedule** – Fees:
 - \$95 per booth for non-profit organization
 - \$100.00 per booth for nurseries, crafts, farmer's market
 - \$195.00 per booth for local businesses (Alachua County)
 - \$295.00 per booth for all other businessesBooth Fee is for space only.
Fee includes 4 badges per booth.
Full payment is due with application to reserve booth space.
- 4. Badges** – Each exhibitor will be allocated 4 staff badges per 10' x 10' space allocated. Additional staff badges can be purchased for \$50 each. Exhibitor badges will be required for entry into the exhibit area at all times. Badges are not transferable and will be confiscated if worn by other than the person to whom issued. The clear view of the official *THE GREENING JOURNEY FESTIVAL* badge shall not be obstructed. Therefore, business cards or any other materials are not to be used in *THE GREENING JOURNEY FESTIVAL* badge holders. Temporary badges for booth helpers will be available for the set up and dismantle of booths but must be returned to *THE GREENING JOURNEY FESTIVAL* management immediately after set-up time and retrieved from *THE GREENING JOURNEY FESTIVAL* management immediately prior to dismantle time.
- 5. Assignment of Exhibit Space** – Exhibit space is divided into themed sections. No space will be assigned until all exhibit space in a themed section is filled. A completed application and full payment is required to receive a booth assignment. Booth space is assigned according to sponsorship, date of application, size of booth, booth preference requested, and competitor exhibitors. Because exhibits are in themed sections, you may be near (but not next to) a competitor. *THE GREENING JOURNEY FESTIVAL* reserves the right to make the final determination of all space assignments in the best interest of the FESTIVAL.
- 6. Subletting of Exhibit Space** – Exhibitors may not assign, sublet or share their exhibit space with another business or firm without explicit and written approval from *THE GREENING JOURNEY FESTIVAL*

management. Exhibitors must display goods or services in keeping with the theme of *THE GREENING JOURNEY FESTIVAL*.

7. Exhibit Requirements and Restrictions -

- All booths will remain operable and manned between the hours of 10:00 a.m. – 6:00 p.m. Saturday, April 17, 2010.
- Reusable water bottles will be given to all exhibitors to fill at a water station during the event. **Plastic water bottles are not allowed** at the FESTIVAL.

8. **Insurance** – Exhibitors are encouraged to have liability insurance along with insurance to cover theft, equipment damage, fire, etc. for their own protection.

9. **Objectionable Displays - *THE GREENING JOURNEY FESTIVAL*** reserves the right to eject or terminate exhibit privileges of any exhibitor due to conduct of personnel, method of operation, materials, or for other causes which *THE GREENING JOURNEY FESTIVAL* believes, at its sole discretion, is not compatible with the purpose of the show. If this were to occur, any and all fees are non-refundable.

10. **Exhibit Set Up** – Set up times:

Friday, April 16, 2010 Noon - 5:00 p.m.

Saturday, April 17, 2010 8:00 a.m.- 9:30 a.m.

THE GREENING JOURNEY FESTIVAL management expects that exhibit displays must be in the process of being set up and crates removed from the area no later than 9:30 a.m. on Saturday, April 17, 2010. Notification of late set-up must be received at *THE GREENING JOURNEY FESTIVAL* management office no later than Wednesday, April 14, 2010. *THE GREENING JOURNEY FESTIVAL* may reassign any un-set exhibit space after 9:30 a.m. on Saturday, April 17, 2010, unless previous arrangements have been made for late set up.

11. **Exhibit Dismantling** – Exhibitor displays shall not be dismantled or packed in preparation for removal prior to the official closing time of 6:00 p.m., Saturday, April 17, 2010. Every exhibit must be fully staffed and operational during the entire FESTIVAL. The dismantling of displays begins at 6:00 p.m. Saturday, April 17, 2010. The deadline for removal of all displays is Saturday, April 17, 2010 at 9:00 p.m. At that time, all exhibitor displays or materials left in the booths without instructions will be disposed of at the discretion of *THE GREENING JOURNEY FESTIVAL* official service contractor, and any and all charges will be applied to the exhibitor.

12. **Exhibitor Admittance During Non-FESTIVAL Hours** – Booth personnel will only have access to the exhibit area during posted setup and dismantle hours.

13. **Alcoholic Beverages** - No alcoholic beverages will be served or provided by exhibitors or any event personnel in exhibit space or anywhere on *The Alachua County Fairgrounds* premises during *THE GREENING JOURNEY FESTIVAL* setup and dismantle hours or during the official FESTIVAL hours.

14. **Trademark Restrictions** – Exhibitors are not allowed to display or sell trademarked or licensed product from their booth without the explicit permission of the trademark and/or license holder. This includes any “knock off” merchandise – product with an appearance very similar to that of trademarked or licensed product. If the exhibitor does not conform to the rule, they are liable to the full extent of the law.

15. **Cancellation.**– In the event an exhibitor cancels their booth prior to March 5, 2010, *THE GREENING JOURNEY FESTIVAL* will retain 10% of total exhibitor payment for administrative fees. If an exhibitor cancels booth space after March 5, 2010, *THE GREENING JOURNEY FESTIVAL* is entitled to retain 100% of the exhibitor’s total contract obligation because of extensive financial commitments made by *THE GREENING JOURNEY FESTIVAL*.

However if *THE GREENING JOURNEY FESTIVAL* is able to resell the exhibit space, exhibit fees will be refunded less 10% of total exhibitor payment for administrative fees.

16. **Failure to Hold FESTIVAL** – This is an outdoor event and the FESTIVAL will be held rain or shine therefore no refunds will be given due to rain. In the event the FESTIVAL is cancelled because of reasons beyond the control of *THE GREENING JOURNEY FESTIVAL*, deposits will be returned to

exhibitors on a prorated basis after all related expenses incurred by **THE GREENING JOURNEY FESTIVAL**, through the date of cancellation, have been paid. However, exhibitors will not be reimbursed if the FESTIVAL is canceled, postponed, curtailed or abandoned due to an act of war, insurrection, epidemic, terrorism, radioactive contamination, seepage, pollution and/or contamination. This non-reimbursement clause is due to **THE GREENING JOURNEY FESTIVAL** exclusions in coverage in its FESTIVAL Cancellation insurance.

17. **Force Majeure** – If *The Alachua County Fairgrounds* or any part of the exhibit area thereof would prevent or materially affect the trade show from being held as scheduled, or should render the exhibit space unavailable for use, whether for the entire event or a portion of the event, as a result of fire, flood, tempest or any other such cause; or as a result of governmental intervention, malicious damage, acts of war, strike, terrorism, epidemic, lock-out, labor dispute, riot or any other cause or agency over which **THE GREENING JOURNEY FESTIVAL** has no control; or should **THE GREENING JOURNEY FESTIVAL** decide that because of any such cause it is necessary to terminate, cancel, postpone, or re-site the exhibitors of **THE GREENING JOURNEY FESTIVAL**, or reduce the installation time, exhibit time, or move-out time with exhibitors, **THE GREENING JOURNEY FESTIVAL** shall not be liable to indemnify or reimburse the exhibitor with respect to any damage or loss, direct or indirect, arising as a result thereof. This non-reimbursement clause is due to **THE GREENING JOURNEY FESTIVAL** exclusions in coverage in its FESTIVAL Cancellation insurance.
18. **Americans with Disabilities Act (ADA) Compliance** – Each exhibitor is required to ensure that its exhibit and product/service information comply with the regulations and guidelines of the ADA; that exhibits are accessible by persons with disabilities according to the guidelines of the ADA; and that it shall indemnify and hold **THE GREENING JOURNEY FESTIVAL** harmless from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against **THE GREENING JOURNEY FESTIVAL**, its officers, directors, agents or employees on the basis of the exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.
19. **Compliance with Laws**. - Exhibitors must comply with all United States federal, state of Florida, Alachua County, and city of Gainesville laws as well as the rules and regulations of *The Alachua County Fairgrounds*
20. **Copyright Laws** - Exhibitor agrees that it shall be solely responsible for obtaining any licenses that may be required for it to broadcast, perform, or display any copyrighted materials, including, but not limited to, music, video, and software. The exhibitor shall protect, defend, save, and hold **THE GREENING JOURNEY FESTIVAL** and *The Alachua County Fairgrounds* forever harmless for any and all claims for damages, losses, liability, or expense arising from any and all violations of copyright laws, whether occasioned by the negligence of the exhibitor or those holding under the exhibitor.
21. **Violation of Rules** - If an exhibitor violates any rules or stipulations contained in this contract, **THE GREENING JOURNEY FESTIVAL** management reserves the right to terminate the contract immediately, remove the exhibitor from the show, and cause the exhibitor to forfeit all fees paid to **THE GREENING JOURNEY FESTIVAL**.
22. **Liability**– Although guard service will be furnished for the FESTIVAL, neither **THE GREENING JOURNEY FESTIVAL** nor *The Alachua County Fairgrounds* can or will be responsible for damage to, loss, or theft of property belonging to any exhibitor, his agent, employees, business invitees, visitors, or guests. Nor can or will **THE GREENING JOURNEY FESTIVAL**, nor *The Alachua County Fairgrounds*, be responsible for injury caused to any attendee, worker, or exhibitor caused by negligence on the part of the exhibitor. Each exhibitor is required to carry his/her own appropriate insurance. The exhibitor shall protect, save, and hold **THE GREENING JOURNEY FESTIVAL** and *The Alachua County Fairgrounds* forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitor or those holding under the exhibitor, except for any damages or charges directly caused by the negligence of any of the foregoing indemnified persons or entities, as well as to strictly comply with the applicable terms and conditions contained in the agreement with *The Alachua County Fairgrounds*, and **THE GREENING JOURNEY FESTIVAL** regarding the FESTIVAL premises; and further, the exhibitor shall at all times protect, defend indemnify, save, and hold harmless **THE GREENING JOURNEY FESTIVAL** and *The Alachua County Fairgrounds* against and from any and all claims, losses, costs (including attorney's fees), damage, liability, or expense arising from or

out of or by reason of an accident or bodily injury or other occurrence to any person or persons, including the exhibitor, its agents, employees, and business invitees, which arises from or out of or by reason of said exhibitor's occupancy and use of the FESTIVAL premises or a part thereof, except for those matters directly caused by the negligence of the foregoing indemnified persons or entities.

23. **Damage to Property** – The exhibitor is liable for any damage caused by building floors, walls or erecting booth equipment, or to other exhibitor's property. The exhibitor may not alter any standing item, pole, fence, building that exists on the fairgrounds. The exhibitor shall protect, defend, save, and hold *THE GREENING JOURNEY FESTIVAL* forever harmless for any and all claims for damages, losses, liability, or expense arising from any and all property damage as noted above, whether occasioned by the negligence of the exhibitor or those holding under the exhibitor.
24. **Amendment of Rules** – *THE GREENING JOURNEY FESTIVAL* reserves the right to make changes, amendments and additions to these rules at any time and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by *THE GREENING JOURNEY FESTIVAL* management.
25. **Laws Applicable** – This contract shall be governed by the laws of the State of Florida. Exhibitor agrees to abide by the rules and regulations of *The Alachua County Fairgrounds* and Gainesville, Florida.

Contact: Jackie Cassarly
info@thegreeningjourney.com
352-378-5995

I am authorized by my company (named above) to contract for exhibit space at *The Greening Journey FESTIVAL*. I have carefully read, understand, and accept the information set forth herein. By signing below, my company agrees to abide by the terms and conditions set forth herein.

Signature _____ *Date* _____

Print Name: _____



Exhibitor Application

April 17, 2010
Alachua County Fairgrounds
Gainesville, Florida

COMPANY INFORMATION—as it will appear on all printed material including Program Book.

Exhibiting Company Name: _____
 Street Address: _____

 City: _____ State: _____ Zip Code: _____
 Telephone: _____ Fax: _____
 Key Contact Person: _____ Title: _____
 Key Contact Email: _____

BOOTH FEES = 10x10 space

Exhibit booth fees:

- \$95 per booth for non-profit organization
- \$100.00 per booth for nurseries, crafts, farmer's market
- \$195.00 per booth for local businesses (Alachua County)
- \$295.00 per booth for all other businesses

Booth Fee is for space only.
 Fee includes 4 badges per booth.

Bring your own tables, chairs, and tents or rent them.

Eligibility - Company must produce or sell environmentally friendly, energy efficient, and/or natural health goods and services at the manufacturer, distributor, or retail level; educational organizations; holistic medicines and medical services; and supply other products/services/destinations in keeping with *THE GREENING JOURNEY FESTIVAL* concept. Identification of such articles shall be limited to the usual and regular nameplates, imprint or trademark under which it is sold in the general course of business. *THE GREENING JOURNEY FESTIVAL* reserves the right to reject applications that, in the sole discretion of the organizers, does not fit in with the FESTIVAL's initiative.

Cancellation—In the event an exhibitor cancels their booth prior to March 5, 2010, *THE GREENING JOURNEY FESTIVAL* will retain 10% of total exhibitor payment for administrative fees. If an exhibitor cancels booth space after March 5, 2010, *THE GREENING JOURNEY FESTIVAL* is entitled to retain 100% of the exhibitor's total contract obligation because of extensive financial commitments made by *THE GREENING JOURNEY FESTIVAL*.

_____ number of booths requested \$ _____	
_____ number of <u>additional</u> badges \$50 per badge	\$ _____
_____ Electricity needed - free	
_____ 8' table(s) @ \$10.00 ea.	\$ _____
_____ short linen table cover @ \$10.00 ea.	\$ _____
_____ metal chair(s) @ \$2.00 ea.	\$ _____
Total Amount Due	\$ _____
preferred booth numbers—refer to floor plan _____	
Full payment and signed Exhibitor Rules and Regulations are due with application to reserve booth space.	
Applications may be faxed to: 352-378-2605	
What product(s) or service will you exhibit? _____ _____ _____	

PAYMENT INFORMATION

Payment by check only:

Make check payable to: ***The Greening Journey Festival***
 Mail to: ***The Greening Journey Festival***
 4525 NW 36th Avenue
 Gainesville, FL 32606

Application Checklist:

- signed Application
- signed Exhibitor Rules and Regulations
- requested booth preference
- specified product/service to exhibit

AGREEMENT AND SIGNATURE

I am authorized by my company (named above) to contract for exhibit space at ***The Greening Journey Expo***. I have carefully read, understand, and accept the information in this EXHIBITOR APPLICATION.

Signature

Date