

Exhibitors Contract
The Quad Cities Conservation Alliance
The 2019 Flower & Garden Show
March 21, 22, 23 and 24 2019

Whereas, there is scheduled to be held at the QCCA Expo Center, Rock Island, Illinois, the Quad Cities Conservation Alliance, Flower & Garden Show operated, regulated and governed by Quad Cities Conservation Alliance (hereinafter referred to as QCCA), and;

Whereas, _____ (name of exhibitor/hereinafter referred to as Exhibitor) desires to participate as an exhibitor, subject to the terms and conditions hereof, and;

Whereas, the QCCA is desirous of allowing Exhibitor to participate subject to Exhibitor's compliance with the terms and conditions hereof, the parties hereto agree as follow:

1. **CONTRACTS FOR SPACE:** All persons, firms, companies or associations must enter into this contract with the QCCA, and each exhibitor must furnish the appropriate signature so as to make the contract binding upon the exhibitor. The QCCA reserves the right to cancel this contract at any time and make a full refund of fees paid, and Exhibitor shall have no recourse of any kind against the QCCA.
2. **RENTAL:** The price to retailers in good standing with the QCCA shall be:
 - BOOTHS: 1st booth \$465.00. Additional booths \$445.00
 - Corner booth: \$70.00 extra
 - Bulk Space: \$4.10/sq. ft. (400 foot minimum)
 - Non-profit: \$125.00 each

Please note that previous retailers will be given priority until December 1, 2018!!! After December 1, 2018, all space will be made available to potential retailers.

3. **BOOTH SPECIFICATIONS:**
 - a. Each booth shall be approximately 10 ft. deep and approximately 10 ft. across (frontage). Booth space backdrop height is approximately 8 ft.
 - b. All decorations and displays must be in good taste, determined at the sole discretion of the QCCA. No decorations, lighting, signs or displays may extend beyond the rented exhibited space or into the aisles without prior written approval of the QCCA. No exhibitors will be permitted to so arrange the exhibit as to form a wall, thereby closing off the view of adjacent exhibitors or to obstruct a general open view along the aisles. Exposed areas of the display must be finished or covered at the exhibitor's cost.
 - c. No exhibitor may show goods in operation if unduly noisy or objectionable to surrounding exhibitors, nor may exhibitors display special apparatus that is mechanically operated or illuminated without prior written approval of the QCCA.
 - d. The QCCA Expo Center will provide overhead illumination. No additional lights may be installed by the exhibitor without the permission of the QCCA. Electric current is limited to 110 volt and is a separate charge. Electrical power requirements must be indicated on this contract. Exhibitors are responsible for furnishing approved drop cords within the booth. Exhibitors are responsible for making drop cords safe and non-hazardous. All electrical installations must be in conformance with any applicable fire codes and the QCCA Expo

Center management. Service connection to natural or propane gas, water or waste is not available. No gasoline or other fuel, compressed gas, propane or compressed air will be permitted. If water or natural gas is required, prior approval must be obtained from the QCCA.

- e. Stapling or pinning objects to the drapes is prohibited. No signs or other items are to extend over the tops of the booths and the side height shall not exceed 4 ft. without prior approval of the QCCA.
- f. Cutting or sawing on floors, driving nails / tacks into the floors, walls or booth equipment, or use of masking tape is strictly prohibited. Any damage caused to the building or booth equipment by the installation or showing of displays or equipment or the installation or removal of the exhibit will be charged to and paid for by the exhibitor.

4. INSTALLATION AND REMOVAL OF EXHIBITS:

All exhibits must be in place and in order and all rubbish removed prior to noon on March 21, 2019. After noon on March 21, 2019, no exhibit or display may be brought in or installed without approval of the QCCA.

No exhibit shall be removed, taken down or disturbed until Sunday, March 24, 2019 at 4:00PM. Removal shall commence immediately after that time and date. Failure of any exhibitor to remove the exhibit and all trash or rubbish associated therewith by 3:00PM on Monday, March 25, 2019 will result in the QCCA causing the space to be vacated and cleaned at Exhibitor's expense, based upon the reasonable cost thereof but at a minimum cost of \$100.00, and Exhibitor agrees to make immediate payment therefore.

5. HOURS OF EXPO:

Thursday March 21, 2019	4pm-8pm
Friday, March 22, 2019	10am-8pm
Saturday, March 23, 2019	10am-8pm
Sunday, March 24, 2019	10am-4pm

6. MANNING OF BOOTHS AND EXHIBITS / EXHIBITOR BADGE POLICY:

- a. It is the exhibitor's responsibility to have exhibits manned during the hours of the QCCA Flower and Garden Show. All covering of exhibits and displays must be removed by the time the QCCA Flower and Garden Show opens each day and an attendant must be provided and on duty at each booth during every hour the QCCA Flower and Garden Show is open to the general public.
- b. Each 10 ft. x 10 ft. space comes with four exhibitor badges. Each additional 10 ft x 10 ft space rented shall come with two additional badges. If any further badges are needed, they will be sold for \$4.00 each. Lost or stolen badges will be replaced at \$4.00 each. The ticket office will not hold badges for people coming in. It is up to the individual exhibitors to ensure that exhibitor badges are delivered to the people that require them. No exceptions to this policy will be tolerated. Badges are for the sole use of personnel working the booth. Admission for family, friends and guests can be made in advance by contacting the QCCA office.

7. CONTRACT / PAYMENT DEADLINES:

Selected QCCA retailers will be mailed a contract soliciting offers by the QCCA to rent exhibit space.

New retailers will be given an opportunity to offer to contract for booths, so long as the signed contract is submitted on or before December 31, 2018 (subject to space availability).

Exhibitor must pay a non-refundable deposit of \$100.00 per booth or 25% of bulk space cost upon submission of this contract. The balance of the exhibit fees, and the electrical connection

fees and/or other fees which may be due under this contract, are due on or before March 1, 2019. Under no circumstances will any exhibitor be allowed to load-in unless all balances are paid in full.

At the QCCA's sole discretion, individual exhibitors may be required to provide a Certificate of Insurance, naming the QCCA, its agents and assigns as co-insured. The certificate of insurance hereinafter referred to must be provided by March 1, 2018. No exhibitor will be allowed to load-in if their waiver has not been properly submitted.

- 8. INDEMNITY:** The exhibitor agrees to indemnify and hold harmless the QCCA, their officers, committee members, agents and assignees against all liability and claims for personal injury, death or property damage to any person, including, but not limited to, employees of the exhibitor or of any indemnity, and the general public, including any and all claims and liability for loss of the use of property, including all expenses and attorney fees related thereto, arising or alleged to have arisen out of or which are in any way related to this contract or to the exhibitor's actions or activities and/or the activities or the exhibitor's agents and/or employees on or around the premises or which are in any way connected with the exhibitor's activities at the QCCA Flower and Garden Show including any claims which are the result of, or claimed to be the result of, liability due in whole or in part to the negligence of any indemnity. Exhibitor also agrees to indemnify and hold harmless the QCCA, their agents and assignees from all expenses, including attorney fees, caused by or related to any breach by the Exhibitor of this contract.
- 9. SUBLETTING OF SPACE PROHIBITED:** No exhibitor shall assign, sublet or apportion the whole or any part of the exhibit space allotted.
- 10. ADVERTISING MATERIAL AND SOUVENIRS:** No advertising, printed material or souvenirs which are, in the opinion of the QCCA, objectionable or otherwise inappropriate shall be distributed or displayed. Exhibitors have the right to distribute advertising material and souvenirs from their booth provided that in the discretion of the QCCA such materials are in compliance with this paragraph. Attendants or representatives must be confined to leased space and may not walk halls or exhibit area handing out items or placing signs in locations other than the rented space. At no time will balloons inflated with compressed gas be allowed. No exhibitor shall represent, advertise, distribute literature or offer for sale the product of any other firm, cooperation or individual, unless by written consent of the QCCA. The QCCA or its designated representative, has in its discretion, the power to remove signs or other advertising material not in conformance herewith. Specifically, signs, booth complements or advertisements by non-exhibiting contractors, persons or businesses are subject to removal at the discretion of the QCCA or its designated representative.
- 11. PICTURES, RECORDINGS, RADIO AND TELEVISION:** No pictures or recordings may be taken of the QCCA Flower and Garden Show for the purpose of advertising or otherwise, without the prior written approval of the QCCA. No live radio or television broadcasting from QCCA Expo Center is allowed without the prior written approval of the QCCA or its designated representative.
- 12. PRIZES:** All prizes are to be given/awarded at 3:00 PM on Sunday, March 24, 2019. The committee discourages prizes. However, if prizes are used, each entry blank must have printed on the form "MAY BE USED FOR SOLICITATION PURPOSES". Drawing deposit containers are not to be opened until the drawing. Names of prize winners and the name of the item awarded are to be delivered to the QCCA prior to 3:30PM on Sunday, March 24, 2019.
- 13. ADDITIONAL PROVISIONS:** This contract is specifically subject to any contractual agreements entered into with The QCCA Expo Center and may be subject to change. The QCCA shall have the full power with respect to interpretation and enforcement of all the terms and conditions of this contract and shall have the power to make such amendments thereto as shall be deemed necessary for the proper conduct of the exhibition.

- 14. CONTRACT FULLY INTEGRATED / ENTIRE AGREEMENT / MODIFICATION:** This contract contains the entire agreement of the parties hereto, and there are no representations, warranties, inducements, promises, agreements, arrangements or undertakings, either oral or written, between the parties other than set forth herein. No agreements or modifications of any kind shall be binding on either party unless and until the agreement or modification has been made in writing and duly signed and executed by both parties.
- 15. MAILING ADDRESS / NOTICES:** All checks should be made payable to the QCCA. The official mailing address of the QCCA where this contract should be submitted and to where all notices should be forwarded is:
- Robert Junker, Show Director
QCCA Expo Center
2621 4th Avenue
Rock Island, IL 61201
Tel: 309-788-5912/ Fax: 309-788-9619 / Email: rjunker@qccaexpoctr.com
(Show is held at QCCA Expo Center, 2621 4th Ave, Rock Island, IL.)
- 16. FORUM SELECTION / CHOICE OF LAW:** This agreement shall be governed by the laws of the State of Illinois, with the exception of the laws of the State of Illinois which pertain to conflicts of law. The parties hereto agree that the proper venue and jurisdiction for any legal action shall be the Illinois District Court for Rock Island County, Illinois.
- 17. OFFER / ACCEPTANCE:** Upon signing this document and submitting the same to the QCCA, the exhibitor is making an offer to enter into this contract. This contract shall not be deemed to be accepted until such time as it has been approved and signed and accepted by the QCCA and/or the appropriate designated representative of the QCCA.
- 18. PARKING:** Exhibitors are not allowed to park cars or trucks in the QCCA parking lot at anytime during the show. All exhibitors must park their vehicles in the city-parking ramp at the 17th St. and 3rd Avenue Friday thru Sunday. Bus service is provided for exhibitors beginning one hour before the show and ending one hour after the show each day. Exhibitors may also park in the Mid American Energy parking lot on 5th Avenue on Saturday and Sunday of the show. No bus service is provided from that lot. Exceptions will be made to those having the appropriate handicapped tags. Under no circumstances will RV's or 5th wheels be allowed to park in any QCCA parking lot of the Mid American parking lot at any time. If you have a trailer, please contact show officials for where to park. The QCCA will not assume any liability for any damage to property or person for any vehicle or trailer parked on any QCCA parking lot, the Mid American parking lot or any location designated by the QCCA.
- 19. ANIMALS:** All animals or animal exhibits must be caged, tethered or on a leash. No animals are to be walked through the show. They must be confined to the exhibit area. Animals entering the building must be walked directly to their exhibit area. Animals leaving the building must be walked immediately to the nearest exit. All animals entering or exiting the building must do so by way of the exhibitors' entrance at the northwest corner of the building.
- 20. CANCELLATIONS:** If cancellation of booth space is made within 28 days of load in date, or you are a "no-show", there will be no refund of any monies including but not limited to: deposit, booth space fees, or equipment rental.

Pursuant to the terms and conditions of this contract, I hereby subscribe for _____ booth(s) at the 2019 QCCA Flower and Garden Show at a rental cost of \$_____ dollars.

Booth Space:

10x10 booth each	_____ x \$465.00 each	\$_____
Additional booths	_____ x \$445.00 each	_____
Non-profit booth	_____ x \$125.00 each	_____
Corner booth	_____ x \$70.00 each	_____
Bulk Space \$4.10/square foot (400 sq ft minimum)		
Total Booth Rental Cost		_____

Equipment Rental:	Advance	Load-In	Quantity	Total
Dressed table (30" table skirt top)	\$35.00	\$45.00	_____	\$_____
Dressed table (40" table skirt top)	\$35.00	\$45.00	_____	_____
Table 8 ft. x 30" high	\$25.00	\$30.00	_____	_____
Table 8ft. x 40" high	\$25.00	\$30.00	_____	_____
White table skirting (8x30)	\$12.00	\$16.00	_____	_____
White table skirting (8x40)	\$12.00	\$16.00	_____	_____
White table cover	\$7.00	\$12.00	_____	_____
Padded stool	\$9.00	\$11.00	_____	_____
Chair	\$6.00	\$8.00	_____	_____
Easel (wood tripod)	\$7.00	\$8.00	_____	_____
Wastebasket	\$4.00	\$5.00	_____	_____
32" color TV/W/stand	\$100.00	\$125.00	_____	_____
VHS/VCR	\$100.00	\$40.00	_____	_____
Carpet 10x10	\$20.00	\$25.00	_____	_____
Forklift per hour (\$25 minimum)	\$50.00	\$65.00	_____	_____
220 Volt Electric (available upon request)			_____	_____
Electric 110 volt duplex	\$65.00	\$90.00	_____	_____
Total of all Equipment Charges				_____
Plus Total Booth/Bulk Space				_____
Sub-Total				_____
Less Deposit				_____
Balance due				_____

Retailer's Company Name

Authorized Signature (Exhibitor)

Date

Authorized Signature (QCCA)

Date

Mailing Address City State Zip

Telephone Fax# Email