

**TENNESSEE STATE FLORISTS' ASSOCIATION**  
**55th Annual Convention**  
**and the**  
**CENTRAL TENNESSEE PROFESSIONAL FLORISTS' ASSOCIATION**  
**32nd Annual Christmas Show**  
**August 3-5, 2007 - Franklin Marriott Cool Springs - Franklin, TN**

**APPLICATION AND EXHIBIT SPACE CONTRACT**

This application for exhibit space at the Franklin Marriott Cool Springs, August 3, 4 and 5, 2007, hereinafter called TSFA/CTPFA Convention, which will become a contract with the Tennessee State Florists' Association and Central Tennessee Professional Florists' Association, (hereinafter called TSFA/CTPFA) upon written acceptance, is based upon the terms set forth below and on such rules and regulations as may be established by the Executive Governing Committee.

**1. EXHIBIT SPACE RENTAL FEE:** The rental fee for each 8' x 10' exhibit space is \$375. Additional booths for same company will be \$350 per booth. The exhibit space includes standard drapery equipment, one, six foot skirted table, a 7" x 44" identification sign, and two chairs.

**1A.** Electricity and any additional display furniture may be secured through the convention decorating company, George E. Fern Company.

**2. PAYMENT:** Applications must be accompanied by the full payment of the exhibit space rental fee. Credit cards, checks and cash are accepted and will be processed and deposited when received for convenience and security. All payments will be promptly reimbursed if TSFA/CTPFA is unable to process the application.

**3. INSTALLATION AND REMOVAL TIME:** Exhibitors may begin to install at 11:00 am on Friday, August 3rd with the exception of booths 28-32, 46-49, 62-66 which will be available at 1:30 pm for setup. Exhibits must be in place by 6:00 pm on Friday August 3rd. Dismantling may not begin until 4:00 pm, August 5th and all exhibits must be removed by 8:00 pm, August 5th. Material not removed by this time will be removed and put in storage at Exhibitor's expense.

**4. EXHIBIT HOURS, DATES AND LOCATION:**

| <b>DAY</b> | <b>DATE</b> | <b>TIME</b>       | <b>LOCATION</b>   |
|------------|-------------|-------------------|-------------------|
| Saturday   | August 4th  | 9:00 am - 5:00 pm | Conference Center |
| Sunday     | August 5th  | 8:00 am - 4:00 pm | Conference Center |

**5. CANCELLATION:** In the event the Exhibitor cancels all, or part of the exhibit space contracted for hereunder, the following provisions shall apply: **(1)** If written notice of cancellation is received after June 29, 2007, Exhibitor shall pay a cancellation fee equal to one third (1/3) of the canceled exhibit space rental fee. **(2)** If written notice of cancellation is received after July 13, 2007, the Exhibitor shall pay a cancellation fee equal to two thirds (2/3) of the canceled exhibit space rental fee. **(3)** If written notice of cancellation is received after July 27, 2007, the Exhibitor shall pay a cancellation fee equal to the full exhibit space rental fee. **(4)** These fees will be paid from the credit card, check or cash on deposit, and any applicable refund will be paid by check and forwarded by the Executive Director. Contracts received without credit card, check or cash will be returned not approved.

**6. USE OF EXHIBIT:** All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Exhibitor shall not assign, sublet or share the space allotted. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area. Display material exposing an unfinished surface to neighboring exhibit spaces is not permitted and must be finished at the Exhibitor's expense. TSFA/CTPFA reserves the right to restrict exhibits which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any exhibit which, in the opinion of the Executive Director may detract from the general character of the Convention as a whole, or consists of products or services inconsistent with the purpose of the convention.

No animals may be offered or displayed as part of the exhibit. Food may be displayed but not offered unless Exhibitor meets sampling limitations set forth by the Franklin Marriott Cool Springs. No sales or offer of sales will be made outside the exhibit space being rented in this contract, i.e. truck sales, etc. The use of sound systems is permissible, provided that they are not audible more than 3 feet into the aisle or into neighboring exhibit spaces, and that the sound is directed into the Exhibitor's exhibit space or vertically. The Executive Director shall have absolute control over the implementation of this regulation, the intent of which is that sound systems shall not be audibly objectionable to neighboring Exhibitors.

**7. TAXES AND LICENSES:** Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at the Convention. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activities at the TSFA/CTPFA Convention.

**8. STANDARD BOOTH GUIDELINES:** The standard booth space is 8' x 10'. All back walls are 8 feet in height with 4 foot side walls. All display fixtures over 4 feet in height must be confined to the display area which is 5 feet from the back wall of the booth. Any display fixture which exceeds 8 feet in height must have the prior written approval of the Executive Director. The Executive Director reserves the right to request proper documentation to approve any display. In keeping with the caliber and intent of the convention, signs must be professionally made of appropriate size and nature, and hung within the confines of the display booth. Signs requiring special handling or rigging must have prior written approval from the Executive Director.

**9. LIABILITY:** Neither TSFA/CTPFA nor its agents or representatives, will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever. Under no circumstances will the Franklin Marriott Cool Springs be liable for lost profits or other incidental or consequential damages. Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. TSFA/CTPFA shall not be liable for failure to perform its obligations under the contract as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in the Exhibitor's exhibit is deemed to be the invitee or licensee of the Exhibitor, TSFA/CTPFA or the Franklin Marriott Cool Springs shall not be liable for any injury whatsoever to property of the Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibitor or to invitees or guests of the Exhibitor. Exhibitor agrees to abide by existing agreements and regulations covering the use of services or labor in the conference and exhibit facility. The Exhibitor assumes full responsibility and liability for the acts or omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority and agree to save harmless the Franklin Marriott Cool Springs and the TSFA/CTPFA from responsibility or liability resulting directly or indirectly, which arise from such acts or omissions. There is no other agreement or warranty between the Exhibitor and TSFA/CTPFA except as set forth in this document. The rights of TSFA/CTPFA under this contract shall not be deemed waived except as specifically stated in writing and signed by the Executive Director.

**10. SECURITY AND INSURANCE:** The Exhibitor is solely and fully responsible for its own exhibit material and should insure its exhibit against loss or damage from any cause whatsoever. All property of an Exhibitor is understood to remain in its care, custody, and control in transit to or from or within the confines of the Exhibit Hall.

**11. CARE OF BUILDING AND EQUIPMENT:** If Exhibitor or Exhibitor's agents, injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces, the Exhibitor is liable to the Franklin Marriott Cool Springs and/or George E. Fern Co. All materials used in decoration must be flameproof. Electric wiring must conform with the National fire laws, electrical codes and other laws of the city and of any other government authority maintaining jurisdiction over the said exposition facility, which affect the installation, conduct and disassembly of the exhibit. Combustible materials or explosives are not permitted in the Exhibit Hall. The Exhibitor shall also comply with all reasonable requests of officials of the Franklin Marriott Cool Springs and the TSFA/CTPFA with respect to the installation, conduct, and disassembly of its exhibit.

**12. LODGING;** Make hotel accommodations directly with the Franklin Marriott Cool Springs at 615-261-6106. Identify you are with the Tennessee State Florists' Association to receive our special room rate of \$99.00 plus tax, per night.

**13. ASSIGNMENT OF EXHIBIT LOCATION:** TSFA/CTPFA will make every effort to comply with requests for assignment of exhibit space locations on a "first come/first serve" basis. Location assignments will be made solely at the discretion of the Executive Director within a reasonable time after receipt of the application.

