The Flower & Patio Show – Outdoor Living Expo
March 5 - 7, 2010 Exhibitor Contract

Exhibitor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Ext: _____ Fax: _____

Contact: _____ Email _____

Name Desired on Booth Identification Sign: _____

Products to be Exhibited:_____ Date: _____

Tax ID NUMBER

_____

# of Booths _____ CHECK HERE IF CORNER _____ Sales Rep _____ Amount Enclosed: _____

Please Make Check Payable to: Pat Hoey Productions
The Flower & Patio Show
167 Auburn Street, Auburn MA 01501
P: (508) 832-3300 F: 508-832-0371

10'x10' retail booth= $800
10'x 10' premium booth= $1,000
(limited availability, must be approved by Board of Directors)

Master Card & Visa are accepted
Name: _____# _____*CID#_____ Exp date: _____
Mailing Address of Card Holder:
Street _____City: _____ St:_____Zip: _____
I authorize the Pat Hoey Productions to charge my credit card for the amount stated above. All sales are final, no refunds.
Signature: _____ _____ _____Date: _____
*is the last 3 digits on the back of your MasterCard or Visa. Your credit card statement will read: *Pat Hoey Trade Show*

1. The space on which the exhibitor shall display his products shall be shown on the official diagram, or other space of equal value, as Pat Hoey Productions or its agents may thereafter designate, without prior notification.
2. In the event the exhibitor shall not occupy said space, Pat Hoey Productions or its agents, is expressly authorized to cause said space to be occupied in such a manner as it may deem best, without rebate or allowance to the exhibitor from any liability hereunder, and the exhibitor expressly agrees to pay Pat Hoey Productions or its agents in full the sum herein set forth.
3. The exhibitor shall not assign or sublet such space or any part thereof, or move out his display before the official closing of the show.
4. Pat Hoey Productions or its agents shall have full power in the matters of interpretation, amendment and enforcement of all conditions, rules and regulations.
5. Pat Hoey Productions or its agents will not be liable for refunds or any other liabilities whatsoever for failure to fulfill this contract.
6. Pat Hoey Productions or its agents assume no risk, and the exhibitors expressly release Pat Hoey Productions from any and all liability for any damage, injury or loss to any person which may arise from the rental and occupation of said space exhibitors. The exhibitor shall carry and maintain all such insurance coverage as may be required to full protect it against all risks assumed or incurred in or under the terms and conditions of this contract.
7. Pat Hoey Productions or its agents assumes no responsibility whatsoever for any property placed in the exhibition building and is hereby released and discharged from any and all liability from any loss or damage to property that may be sustained while at the show.
8. No exhibit may exceed eight (8) feet in height in the arena or exhibition hall or seven (7) feet in height on the concourse without special permission. No exhibit side-wall may exceed three (3) feet in height. All sound amplification equipment must be approved in advance.
9. Exhibitors planning to use decorations on their booths must certify that the cloth, paper or other materials are FIREPROOFED. This is a strict ruling of the exhibition building and the local Fire Marshals Office.
10. Electrical, water, drayage, fork lift service, booth furnishings, etc .are made available through the Bayside Expo Center or vendors thereof. Pat Hoey Productions (or its agents) is not responsible for these services, but will provide information and order forms in the show exhibitor kit provided prior to the show.
11. The following refund policy will be in effect when any exhibitor is unable to fulfill their contractual agreement:
    a) Deposit per booth module will automatically be forfeited to office, sales, and other miscellaneous costs.
    b) If the exhibitor has paid more than the 50% deposit required for booth assignment, exhibitor will, upon written request, receive a refund of the amount exceeding the required 50% deposit, minus a $100 processing charge, per booth, when, and only if, the show is completely sold out. Refunds will be made only after the show has been held. Pat Hoey Productions or its agents' interpretation of a sold-out show is final.
    c) Failure to follow contractual payment schedules will be considered an automatic cancellation of space without refund.
    d) Absolutely no refund requests will be considered if made within 60 days of the show opening.
12. Where applicable, early payment discounts will be forfeited if future payment schedules are not adhered to.
13. Exhibits not removed from hall by designated time will be removed by the Building's decorator, and exhibitor will be charged for that service. PHP will not be responsible for lost or damaged goods due to removal
14. This agreement, as executed and approved, shall constitute the entire agreement between PHP and Exhibitor, and no change in or modification of this agreement shall be binding on PHP unless the change or modification shall be in writing, approved by PHP, and be either attached to or endorsed on this agreement. Changes or modifications which are not in writing and neither attached to, nor endorsed on, this agreement shall be considered null and void.

Subject to the aforementioned rules governing exhibitors, and pending acceptance by Pat Hoey Productions, or its agents, of this contract, we, the undersigned exhibitor(s), hereby agree to lease exhibit space at the named Pat Hoey Productions event for the period of time indicated, and will occupy the space assigned by Pat Hoey Productions, for which we agree to remit full payment for assigned space, no later than December, 23, 2008, to Pat Hoey Productions at its offices in Auburn, Massachusetts. We understand that space assignment will be made upon receipt of the contract by Pat Hoey Productions and a 50% deposit. We understand and agree that this contract cannot be cancelled by us and agree to pay in full the sum herein provided in accordance with the terms contained herein, regardless of whether or not we occupy the leased space for any portion of the lease term.

Authorized Signature _____ **Date**_____