

Thank you for your interest in exhibiting at the San Francisco Bay Flower & Garden Show, to be held at the Alameda County Fairgrounds, in Pleasanton, California, April 7-20, 2022. This will be the 36th show for this world renowned event dedicated to bringing the finest products and ideas together for just four days in April; to share our passion with all that want to learn and be inspired. We do hope that you'll join us in this annual celebration. We are excited to be bring the Show to Pleasanton, in the heart of on of the most affluent area in the entire US!

The following pages will answer many of the questions you may have concerning your participation. We are available to answer questions and help you with the booking process. For **companies A-K** contact Emily Blackburn at 559-322-2211 ext. 207 or Emily@sfgardenshow.com; for **companies L-Z** contact Stacey Barrett at 559-322-2211 ext. 205 or Stacey@sfgardenshow.com.

The following Exhibitor Information is part of the contract and your signing of the contact acknowledges receipt and acceptance of this information.

PRODUCTS & SERVICES:

- Exhibits must be of high quality and the products or services exhibited must be clearly related to gardening and "green living".
- All applicants will be reviewed to ensure products and services are related to gardening, "green living" or other show themes. These rules will be rigorously enforced. Show management reserves the right to reject applicants based on quality or appropriateness of their products or service to the Show. Exhibitors who arrive for move-in with products or services inconsistent with those stated in their application or inconsistent with show expectations, will not be admitted and will not receive a refund. During the show, management reserves the right to insist exhibitors remove any unauthorized or inappropriate products.

New Exhibitors:

New exhibitors are **required** to submit a combination of written description, literature, photos and/or samples of products/services to be exhibited. Submit your information to the Exhibits Manager as per company name above.

EXHIBITOR CATEGORIES:

- **Plant & Flower Market:** Living plants, bulbs, seeds, catalogs of plant material and fresh cut flowers only.
- **Commercial Exhibits:** Any products related to plants, gardening, flowers and outdoor living. Examples are tools, soils, fertilizers, outdoor furniture and accessories, hardscape, garden or flower-related art and décor.
- **Non-Profit & Educational Exhibits:** Non-profit organizations including plant societies, garden clubs, arboreta, botanical gardens, and environmentally friendly groups. Retail sales are not permitted, but sales of memberships in the exhibiting organization are encouraged. If you are applying for a Non-Profit or Educational Exhibit space please request a **Non-Profit & Educational Exhibits Application** from your Show Manager.

TYPE OF EXHIBIT SPACES:

- **Standard Booth:** Both inline and corner booth configuration will have an 8' high back drape with 3' high side drape. The corner booth will have just one side drape and will be open to an aisle on two sides. The inline booth will be open to an aisle on one side and will have a 3' high drape separating the exhibit space from the adjacent booths on each side. **DISPLAY RESTRICTIONS:** Please adhere to the Standard Booth illustration below when planning your space. This display policy is designed to allow clear sight down the aisle and will be enforced. Please see illustration below.
- **High Drape Booth:** This booth will have 8' high drape on all three sides of the booth, opening to just one aisle. Corner booths will have an 8' high back drape and one 8' high side drape. There are no clear sight display restrictions for this type of booth. There is a limited supply of this booth type.
- **Premium Booths:** Certain booths located on the main traffic aisles or in otherwise highly desirable locations. Marked with a P on the floor plan. Where applicable the clear sight policy will apply.
- **Outdoor Booths:** Outdoor booths will be supplied with electricity and a festival (high top) canopy to present a uniform look of the Show. Exhibit space in the Tool Shed area will not be supplied with a canopy and it is preferred that no canopy be used in this area. If you need a canopy in the Tool Shed area please submit a request to your Exhibits Manager.

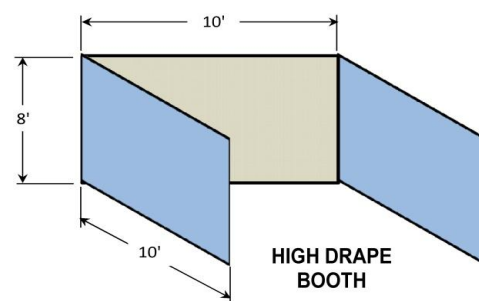
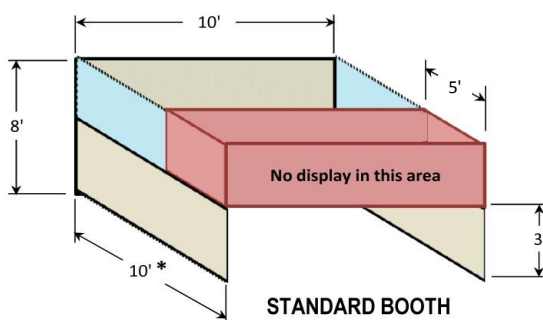


EXHIBIT SPACE:

- Exhibit space is offered by the square foot and is available from 80 sq. ft. and up in size. There are a variety of sizes; the most common being a 10' x 10' (100sq.ft.). Each space includes:
- Standard booth draping of an 8' tall back drape and 2-3' side drapes. For high-wall booths the side walls will be 8' tall. The Show's drape color will be black. Exhibitors may order a different color drape from the decorator at an additional cost of \$30.
- 1 - 500 watt electrical service per exhibit space, regardless of the total number of square feet of your exhibit space.
- Two (2) wristbands per Exhibitor. Two (2) additional wristbands can be requested at check-in at no additional cost, if needed for staffing. Staffing needed for larger exhibit spaces will be addressed on a case by case basis. If more wristbands are needed they can be purchased for \$10 per day up to an additional 2 wristbands per 100 sq. ft.
- Exhibitor listing in the Official Show App and online. As a "green" show we will not be printing a program. All Show information will be available through the Show's App or online.
- The exhibit space price does not include decorations, electricity above the 500 watts included with your booth, storage, furnishings, parking, freight, forklift service or other services, all of which are available for additional fees. Storage and parking passes can be ordered on this application. Order forms for all other items will be in the Exhibitor Kit available in early 2022.

PERMITS, FEES & INSURANCE:

- **California State Seller's Permit – Resale Number:** All exhibitors must have a resale number or must obtain one prior to the Show. There is no charge for this permit. You can find instruction for obtaining your permit on the California Board of Equalization - Franchise Tax Board website at: www.boe.ca.gov
- **Health Permit:** If you will be sampling or selling a food or beverage product, you must obtain your permit from the Alameda County Environmental Health Department. No less than 21 days before the first day of the Show, you must submit a copy of your Temporary Food Facility (TFF) permit to the Show Office. Each exhibitor will be responsible for any penalties incurred due to late submission of their permit to the Show. [CLICK HERE](#) to download Alameda County Food Vendor Application
- **Parking:** Alameda County Fairground controls all parking. A daily parking pass is just \$8 and will include in and out privileges. Passes must be ordered online directly from the Alameda County Fairgrounds in advance of the opening of the Show. Without this pass the daily parking rate is \$15 per day without in and out privileges.
- **Storage:** The Show offers inside and outdoor storage. This allows you to easily restock during the Show hours. To order storage include the square footage desired on the Application and include the cost in your total. Exhibitor parking will be designate in areas near both Sapling Square and Petal Plaza so it could also be possible to restock from your truck.
- **Insurance:** Each exhibitor is required to submit an Additional Insured Certificate. See Par. 21. of the contract for full details. The Additional Insured Certificate must be submitted no later than 45 days prior to the Show. If not submitted by the due date, the Show will automatically purchase insurance coverage on your behalf from Rainprotection Insurance Company for \$85.
- **Furniture:** No furniture is included with the booth, but we have made special arrangements with the decorator to provide 1-8' skirted table and 2 chairs for just \$25 per 10x10. You will also be able to order additional furniture & services directly from the decorator prior to the Show. An order form will be included in your Exhibitor Kit.

APPLICATION TERMS:

- All Exhibitor Applications will be reviewed; and if accepted this Application, complete with the Agreement Provisions, Par. (s) 1-23 and the exhibit display policy will become the final Contract. Show Management reserves the right to change any of its policies, elements, layouts, themes, designs, entertainment, participants, hours of operation or any other facet of the Show at any time.
- 50% deposit of your Total Cost is due with the application. Final payment is due no later than January 15, 2022. If any payment is not received on time a late fees of \$50 per month will be applied to any remaining balances.
- Booths are assigned in the order in which applications are received – so APPLY EARLY! Booth allocation is at the sole discretion of Show Management. Every effort will be made to honor your selection but we reserve the right to make modifications if necessary.
- Specific move-in times are assigned according to exhibit location.
- Management reserves the right to dismiss exhibitors with non-appropriate products or services based on the Show's own determination of what is "appropriate". Exhibitors may not sublet their space without express written permission.
- Management reserves the right to modify booth configurations, booth sizes, specific exhibitor decorations and design elements and any other facet of Show or Exhibitor space in order to accommodate building code mandates and/or items that will improve the overall utility of the Show.
- Payments via personal check should include the exhibitor name on the check. Visa, MasterCard and Discover are accepted; NO American Express.
- **Cancellation Policy:** All payments are non-refundable except as noted in the Agreement Provisions Par. 9.



APPLICATION/CONTRACT
APRIL 7-10, 2022



Contact: _____ Email: _____
Company: _____ Website: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Cell: _____

Name on Sign _____

California Seller's Permit No. (Resale) _____ Not Applicable
California Contractor's License No.: _____

This contract is between the Cal State Enterprises and the above applicant. Applicant hereby acknowledges receipt of and accepts the exhibitor information and all the terms of this Contract, Agreement Provisions, Par.(s) 1-23 and the exhibit display policy. Signature returned by facsimile shall be deemed binding and original.

SIGNATURE _____ Date: _____

Check the categories below which apply to your company, products or services:
Retail Nursery Wholesale Nursery/Grower Soil/ Fertilizer Living Plant Material
Tools/Equipment Hardscape Décor/Arts/Crafts Pots/Fountains
Outdoor Furniture/Appliances Garden Art/ Sculpture Other

Booth Preference: Size: _____
1st 2nd 3rd

I request a Tall Wall space I request an outdoor space

List Products or Services you wish to display at the Show.

Provide brand names, if applicable:

PAYMENT TERMS: 50% non-transferable, non-refundable deposit must accompany this application. If application is not accepted payments will be refunded

Mail payment & contract to:

Cal State Enterprises, PO Box 3798, Clovis, CA 93613

Fax credit or debit card payment with contract to: 559-322-5598

If paying by credit or debit card enter information below:

Payment Amount \$ _____ Min. 50% of total due at booking
Card Type Visa MC Discover Use this card for all payments
Provide card number and billing address information:
EXP / CVC ZIP
Name on Card
Billing Address
City, State
SIGNATURE
My signature authorizes Cal State Enterprises to charge 50% at booking; and/or the final payment on Jan.15, 2022; or the Payment Amount above, whichever is greater. If not otherwise paid by the due date, use this card for all payments, including payment for insurance coverage, when due. I understand and agree that all payments are non-refundable as par. 9.

\$50 will be charged for returned checks (NSF). Late payments, NSF, or declined credit cards will result in suspension of application and a late fee of \$50/mo.

** An Additional Insured Certificate must be submitted 45 days prior to the first day of the Show. If not received the card on file will be used to purchase coverage.

Exhibit Space:
Table with columns: Standard, High Drape - 8', Plant Market, Outdoor, OTHER FEES:
Rows include: Standard (Inline, Corner), High Drape - 8' (Inline, Corner), Plant Market (Inline, Corner), Outdoor (Garden Lane*, Meadow Market*, Heritage Alley*, Tool Shed), Premium - ADD, OTHER FEES: (8' skirted table & 2 chairs, Inside or Outside Storage, INSURANCE **)

TOTAL COSTS \$ _____
TOTAL PAYMENTS - _____
BALANCE DUE \$ _____

* Price includes a festival-type canopy in 10'x10' modules - required for Garden Lane, Heritage Alley and Meadow Market

1. Exhibitor agrees to indemnify and save harmless Cal State Enterprises (herein referred to as the Show), its officers, agents, deputies, and employees from any and all claims, causes of action, and suits accruing or resulting from any damage, injury, or loss to any person or persons, including all persons to whom Exhibitor may be liable under any workman's compensation law and exhibitor himself from any loss, damage, cause of action, claims or suits or damages including but not limited to loss of property, goods, loss profits, wares or merchandise, caused by, arising out of, or any way connected with the exercise by the Exhibitor of the privileges herein granted.
2. Exhibitor agrees, understands, and hereby warrants that the use of the exhibit space as hereby designated and set forth above is solely for the purposes as set forth in this agreement and it is understood and agreed that the use of the exhibit space for any other purpose than set forth shall be cause for termination of this agreement and give THE SHOW the right to re-enter and repossess the exhibit space as designated in this agreement.
3. THE SHOW makes no warranties, either expressed or implied, concerning the profitability of this show for the Exhibitor and/or the number of attendees expected to attend the show.
4. Exhibitor agrees that he or his duly authorized representative shall be in the exhibit area at all times during the regularly scheduled daily hours of the show in which the exhibit area is open to the public, and shall be on said premises during all such times to receive any and all notices and instructions from THE SHOW or its duly authorized representatives.
5. Exhibitor agrees that this agreement is personal, he will not sublet, sell or assign all or any part of the space covered by this agreement or any rights in, to, or under this agreement without first obtaining written consent thereto from THE SHOW. Nothing in this agreement shall be interpreted to mean that such consent must be provided and THE SHOW reserves the right to refuse any such sublet, assignment, or sale. Exhibitor shall make no alterations in or changes to the exhibit space provided without permission of THE SHOW.
6. The exhibitor understands and agrees that in order to attract the public to this show there must be an appropriate assortment of exhibits of proper quality with proper distribution within the show. THE SHOW reserves the right to reassign booth spaces in order to improve the distribution, quality, and assortment of exhibits.
7. Each exhibitor exhibits at his own risk in every respect and should take steps to insure himself against any loss or damage, however caused. All Exhibitors are fully liable for any and all loss, injury or accident to themselves and any other person caused by any process or items inside or outside the exhibition venue for which they, or their representatives or servants, are responsible. No liability for such losses, injuries, or accidents will be accepted by THE SHOW. THE SHOW will provide floor security service during the show. However, THE SHOW assumes no responsibility should an Exhibitor experience any loss or damage that may result directly or indirectly from the collapse of its exhibit whatsoever. Exhibitor hereby agrees to indemnify and hold harmless THE SHOW, the owner and manager of the exhibition venue from and/or against any claim loss or liability as a result of an Exhibitor's construction, engineering, or maintenance of an unsafe exhibit or display. Also, the Exhibitor shall obtain all adequate insurance to cover any and all claims or liability should damage or claims be made.
8. THE SHOW 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 remove any exhibit which, in the opinion of THE SHOW, may detract from the general character of the Show as a whole, or consist of products or services inconsistent with the purpose of the Show. This reservation includes persons; things, conduct, printed material or anything of a character, which THE SHOW determines is objectionable. In the event of such restriction or removal, THE SHOW shall not be liable for any refunds or other exhibit expenses.
9. Cancellation of Exhibit space by Exhibitor will be accepted by THE SHOW provided written notice is received. Based on the date such notification is received the following cancellation fees will be assessed:
 - On or before Nov. 30th; the cancellation fee will be 75% of the total value of the exhibit space rental fees, the balance will be refunded to the Exhibitor.
 - After Nov. 30th; a cancellation fee of 100% will be assessed on total exhibit space rental fees.
10. THE SHOW assumes no responsibility whatsoever should a show be canceled, delayed, or relocated as a result of any Act of God, or a result of a strike, riot, civil disorder, etc. The Exhibitor shall be responsible for payment for exhibit space regardless. All exhibit space must be occupied by 6:00 p.m. prior to the first day of the show's opening or said exhibit space will be considered canceled and becomes the property of THE SHOW.
11. Exhibitor will be responsible for any and all licenses, permits or approvals required such as but not limited to; obtaining a Tax ID number, collecting and paying all city, state, or local taxes, license fees, or any other charges due to any governmental agency.
12. Exhibitor agrees to operate said stand or exhibit space, according to the rules and regulations specified in this agreement and incorporated herein by reference. Said rules and regulations are promulgated by THE SHOW for the sake and efficient operation of the show and as such THE SHOW reserves the final and absolute right to interpret the rules and regulations, arbitrarily settle and determine all matters, questions, and differences in regards thereto or otherwise out of, or connected with the show.
13. THE SHOW makes absolutely no warranties with respect to limitations on the number of competitor's spaces at the show including but not limited to, the types of goods offered, and/or services offered.
14. Exhibitor agrees and understands that individuals, firms, companies, corporations, organizations, or others having a valid and duly signed contractual agreement with THE SHOW must and shall confine their exhibits, displays, merchandise, or offerings for sale, solicitations, advertising, publicizing, informational printed matter, materials and/or signs in the specific area that has been designated under the terms and conditions of this agreement.
15. THE SHOW does not agree herein to provide any decorations or display aids with the exhibit space, including but not limited to electricity, gas, telephone/fax lines, water, waste disposal, carpets, tables, chairs and signs. All of the above listed must be completed by THE SHOW approved contractors only.
16. Exhibitor agrees that in the event Exhibitor fails to comply in any respect with the terms and conditions of this agreement, THE SHOW shall retain all monies paid as liquidated damages. Parties agree that actual damages are difficult for THE SHOW to ascertain in the event of a breach, and the amount of liquidated damages stated herein is fair and reasonable.
17. Under no circumstance will THE SHOW be responsible, or accept any liability for lost profits, lost wages, or expenses that may occur to any Exhibitor, employer, or servant whatsoever. Anyone viewing, visiting or participating in the Exhibitor's exhibit is deemed an invitee of the Exhibitor, not an invitee of THE SHOW. THE SHOW shall not be liable for any injury to anyone conducting, participating or viewing an Exhibitor's display. The Exhibitor assumes full responsibility and liability for any and all actions of its agents, employees, and independent contractors and agrees to save harmless THE SHOW and the exhibition venue from any and all responsibility from any action whatsoever.
18. No part of the venue building may be cut or damaged, nor any barrier interfered with, nor shall any fitting or exhibit be in any way attached to any part of the venue building structure. If any damage is done, the Exhibitor is fully liable to the owner of the property. All material used to decorate an exhibit must be flameproof. All wiring must conform with the N.E.C. Safety Rules and codes of all governmental agencies. Exhibitors must comply with all the rules and regulations set forth by the exhibit hall, THE SHOW, and state or local officials.
19. Every term contained in this contract is severable from every other item. If any item should be judged unenforceable, it shall not affect the enforceability of other terms outlined in this contract. If legal action must be taken by THE SHOW against an Exhibitor to enforce any provision of this contract, Exhibitor shall pay THE SHOW reasonable attorney's fees, costs, plus simple interest at the rate of eighteen percent (18%) per year from the date of default until payment in addition to any other proceeds as granted by a court of law or an acceptable arbitration.
20. THE SHOW reserves the right in its absolute discretion to change the dates, location, and times of the Exhibition, the Hall, and the location of the space and shall not be liable to the Exhibitor for any loss, damage, cost or expense incurred by the Exhibitor in consequence of any such change. THE SHOW shall have complete discretion to determine the dates and times when the Exhibition shall be opened to the Exhibitor and the public. Nothing herein contained shall or shall be deemed to preclude or restrict the right of THE SHOW from time to time to make any alterations or amendments to the annexed plan without the consent of the Exhibitor provided that the area of space shall not be less than that specified.
21. Exhibitor is required to submit an Additional Insured Certificate naming Sherry Larsen, dba/Cal State Enterprises, San Francisco Bay Flower & Garden Festival, State of California, the California Fair Services Authority, the District Agricultural Association, The Alameda County Agricultural Fair Association, the County of Alameda, their directors, officers, agents, servants, and employees. Exhibitor agrees to indemnify THE SHOW against any claim or action by any of its purchasers arising out of any failure by the Exhibitor. THE SHOW is not responsible for any products or services sold by an Exhibitor at the show or post-show for any reason.
22. Exhibitor shall not remove any goods or displays during the course of the Exhibition without the approval of THE SHOW.
23. THE SHOW and all purchased media assume no responsibility whatsoever for the failure of the Exhibitor to supply prizes, promotional items, discounts, giveaways, or other marketing materials promoted in conjunction with Exhibitions. The responsibility to deliver the above items or any other promotional items is the sole responsibility of each Exhibitor.