

Rules and Regulations

Exhibitors understand and agree that the Cultivate Rules and Regulations are an integral and binding part of the event and contracts. Following these guidelines will help lead to a successful event for all Cultivate exhibitors and attendees.

TRADE SHOW HOURS

Sunday, July 15, 9:30 a.m. – 5 p.m.
Monday, July 16, 9 a.m. – 5 p.m.
Tuesday, July 17, 9 a.m. – 2 p.m.

LOCATION

Greater Columbus Convention Center
400 N High St
Columbus, OH 43215 USA

MOVE-IN HOURS

Thursday, July 12, 8 a.m. – 5 p.m.
Friday, July 13, 8 a.m. – 5 p.m.
Saturday, July 14, 8 a.m. – 5 p.m.

*Note: All booths must be completed
by 5 p.m. on Saturday, July 14*

FUTURE DATES

July 13 – 16, 2019 – Columbus, Ohio USA
July 11 – 14, 2020 – Columbus, Ohio USA



SHOW MANAGEMENT – Cultivate is the sole property of AmericanHort. AmericanHort staff will provide all event management functions and establish event policies. Rulings by AmericanHort shall, in all instances, be final in regard to use of any exhibit space.

Each exhibitor is required to submit an Exhibit Space Application. By doing so, the exhibitor subscribes to the Rules and Regulations.

Each exhibitor will be provided access to the online Exhibitor Service Manual, which is considered an extension of the Exhibit Space Application.

CONDUCT – It is intended that Cultivate, and all AmericanHort events, is a serious and dignified offering of products and services of value to the horticulture industry. Further, AmericanHort may take any action it deems appropriate (including, but not limited to, expulsion from an event and/or suspension or elimination of seniority) against an exhibitor for conduct detrimental to the event, as determined in the sole discretion of AmericanHort.

WHO IS ELIGIBLE – Cultivate considers an eligible organization/company as one that regularly grows, manufactures, sells or provides products and/or services designed for the horticultural industry. AmericanHort reserves the right to determine the eligibility of all exhibit space applicants and individual products to be exhibited.

AmericanHort reserves the right to refuse exhibition space to any individual or entity that proposes to display goods or services that are not likely to be compatible with the general character or objectives of the exhibition in the sole and absolute discretion of AmericanHort. (Also see Rule 8, Subletting of Space)

SPACE ALLOWANCE – Minimum booth size is 100 square feet per exhibitor. AmericanHort will cooperate with each exhibitor to provide the desired type of booth but cannot guarantee the availability of any particular booth size or configuration.

Combinations of two or more of the spaces shown in the space diagram may be selected to make up one booth subject to limitations set forth above.

EXHIBIT SPACE – Exhibit space includes the following:

- Access to 10,000+ prospective buyers.
- For the first 10' x 10' purchased you will receive 4 trade show badges; each additional 10' x 10' space purchased receives 2 additional badges. If you require more badges than your allotment for personnel staffing your booth you may purchase additional exhibitor badges.
- Exhibitor listing in the Cultivate on-site guide.

- Electronic list of eligible attendee leads (after the event).
- Access to Industry Connect, Knowledge Center, Cultivate Live, New Varieties and New Products.
- One educational session voucher for each registered booth personnel.
- Your company's website or email address linked from the searchable online directory.
- A booth identification sign.
- Black 8' back and 3' side wall pipe & drape.

Exhibit space rental fees are as follows:

- A 50% deposit is due at the time exhibit space is booked if space is booked on or before March 2, 2018. If deposit is not received within 30 days of booking, space will be released.
- Remaining balance is due in March. If payment is not made by final deadline, space will be released.
- Spaces booked after March 2, 2018 will require full payment at time of booking.

SPACE RENEWAL AND UPGRADE REQUESTS –

Exhibitors may renew their current space at Cultivate. A 50% deposit is due at the time of renewal.

Upgrade requests can be submitted during the booth renewal process. Upgrade requests will be handled on a first come, first served basis.

CANCELLATION OR REDUCTION OF SPACE – Exhibitors may cancel or reduce their Cultivate'18 space subject to the following conditions and restrictions:

- Cancellations received to AmericanHort in writing will be charged a \$100 processing fee per 100 square feet booth prior to March 2, 2018.
- There will be no refunds after March 2, 2018.
- Any exhibitor requesting a reduction in space is subject to reassignment.

SUBLETTING OF SPACE – The exhibitor agrees not to assign, sublet, share, or apportion space or any part thereof allotted to the exhibiting company, nor to exhibit, advertise, or offer for sale goods other than those manufactured or sold by the exhibiting company in the regular course of business.

Exhibitors are not permitted to trade or swap exhibit space with another company. The original contract on file with AmericanHort denotes which exhibitor is entitled to any given space.

NON-COMPETE RULE/OUTSIDE ACTIVITIES & EXHIBITS – Exhibitors agree that they will not schedule

any receptions, hospitality suites, social functions, exhibits, product demonstrations, training sessions, or other events or functions for attendees or potential attendees outside of their exhibit booth(s) during Cultivate (conference and exhibit hours).

The distribution of any printed materials, samples, or other promotional items are restricted to the confines of each company's exhibit space. Apart from the specific display space for which an exhibiting company has contracted with AmericanHort, no part of the Greater Columbus Convention Center or its grounds may be used by any organization other than AmericanHort for display purposes.

Also not allowed are booth sales, advertising sales, or solicitation for any competitive trade show, conference, magazine, newspaper, or any other promotional solicitation not expressly approved by AmericanHort.

USE OF CENTER/CANCELLATION OF EVENT – In case of cancellation of the event or unavailability of the exhibit space for its specific use due to war, governmental action or order, act of God, fire, strike, labor dispute, or any other cause or causes beyond AmericanHort's control, this agreement shall terminate and AmericanHort will have no liability to reimburse exhibitors with respect to any damage or loss, directly or indirectly arising as a result thereof except for any application fee actually paid by exhibitor.

EXHIBIT HOURS –

Sunday, July 15, 9:30 a.m. – 5 p.m.

Monday, July 16, 9 a.m. – 5 p.m.

Tuesday, July 17, 9 a.m. – 2 p.m.

Each exhibit space must have at least one representative in the booth during all show hours. Exceptions for religious reasons may be permitted at the discretion of AmericanHort and must be approved in advance.

Children at the Event – No one under 14 years of age (including infants) will be permitted onto the exhibit floor at any time during move-in, event days, or move-out without a responsible adult at all times.

MOVE-IN – Booth setup must be completed by 5 p.m. Saturday, July 14. Exhibitors who need additional time to setup should contact AmericanHort no later than June 15.

MOVE-OUT – All vehicles must first go to the Marshalling Yard.

Exhibitors who tear down their booth(s) prior to the official close of the Trade Show may be barred from exhibiting at future AmericanHort events.

PALLET JACKS/FORKLIFTS – The Greater Columbus Convention Center is a non-union facility. Exhibitors may

use their own manual pallet jacks during the move-in and move-out process. Power pallet jacks and forklifts are prohibited.

WORK PASS/REGISTRATION – Work passes for move-in and move-out of exhibits will be available at the Fern Service Desk and Exhibitor Registration.

SERVICE CONTRACTORS – George Fern Expositions & Event Services (Fern) is the official service contractor for Cultivate. Fern will provide all usual trade show services (furniture, special decoration, lighting, art and sign work, etc.), including labor. The exhibitor may appoint an outside independent contractor (EAC) to move-in and move-out only the exhibitor's display.

OUTSIDE CONTRACTORS – Any exhibitor wishing to use a firm other than the official service contractor (Fern) must notify AmericanHort and Fern in writing by completing and returning the Independent Display House Contractors Form included in the service kit.

ARRANGEMENT OF EXHIBITS – All exhibitors shall arrange their displays so that they utilize only the booth area contracted for and in such a manner as to recognize the rights of other exhibitors and event visitors and to conform to the overall pattern developed by AmericanHort.

There are 2 types of aisles:

- **Main Aisles:** Aisles that are perpendicular to the main entrance of any given hall.
- **Cross Aisles:** Aisles that intersect with the main aisles.

There are 6 types of booths:

- **In-Line Booth:** A booth facing a main aisle with another exhibitor on each side or an exhibitor on one side and a cross aisle on the other (a corner booth).
- **Perimeter Wall Booth:** A booth that backs against a wall of the exposition hall.
- **Aisle-to-Aisle Booth:** A combination of in-line booths back-to-back, facing two aisles but not on cross aisles
- **Island Booth:** A single block of space facing two main aisles and two cross aisles with four exposed corners.
- **Peninsula Booth:** A booth facing two main aisles and a cross aisle with two exposed corners.

There are 2 types of Peninsula Booths:

- **End-Cap:** Backs to In-Line (linear) booths.
- **Split-Island:** Backs to another Peninsula booth.

CUBIC CONTENT – Under the cubic content rule, each exhibitor may build right up to the front of their booth, up to

the maximum allowable height (25 feet). There are no sight guidelines under the cubic content rule. No portion of your display or structure may extend into the aisle, including the air space above the aisle. This rule allows exhibitors to make maximum use of their booth space.

All visible sides of the booth (including exposed framework) must be finished in a professional manner. AmericanHort reserves the right to have finishing done with the exhibitor responsible for charges incurred. Signs, display material, products, tables, or lights cannot protrude into the aisles or encroach upon neighboring booths nor exceed the height limitations for your display area. Any obstructions that are placed in the aisle, passageways, or exits will be removed.

AISLES – Aisles belong to the event and may not be used by an exhibitor. All business must be conducted within the confinement of your booth. No exhibit or advertising matter will be allowed to extend beyond the space allotted to the exhibitor. No exhibitor's product, equipment, booth personnel (including hired entertainment), or booth construction may be so placed as to exclude the view of the neighboring exhibits from visitors passing through the aisles as determined by AmericanHort.

CARPET – All exhibit aisles will have grey and black multi-color carpeting. Aisle carpeting is swept daily. Cleaning of booth carpeting is the responsibility of the exhibitor. Exhibitors may contract with the Greater Columbus Convention Center for cleaning of booth carpeting. All carpet tape must be Polyken 105C and be building approved. If these requirements are not met, you will be billed for damages.

SIGNAGE – Signage, standing or hanging, cannot exceed 25 feet in height from the floor of your booth. Convention Center personnel must be hired for both installation and removal of suspended signage. Maximum weight limit is 75 pounds.

Signs, display material, products, tables, or lights cannot protrude into the aisles or encroach upon neighboring booths, nor exceed the height limitations for your display area. Any obstructions placed in the aisle, passageways, or exits will be removed.

Installation MUST be scheduled in advance and is only permitted on Thursday and Friday of event setup.

HANGING BANNERS – Free-floating banners (banners hung from the ceiling but are not anchored at the bottom) must be 12 feet from the floor of the booth and cannot exceed 13 feet in length due to fire marshal regulations. Anchored banners (banners hung from the ceiling and anchored to the exhibit display) must not exceed 24 feet in length and must be anchored no less than 1 foot from the

floor of the booth. All banners, curtains, draperies, hangings, and other decorative materials suspended from exhibit walls or ceilings shall be noncombustible or declared flame retardant with a certificate from the manufacturer.

Installation MUST be scheduled in advance and is only permitted on Thursday and Friday of event setup.

GRAPHICS ON NEIGHBORS' SIDE – Outer surfaces (such as the backside of walls or any common border facing a neighboring booth) may not contain any trade names, logos, product or company name, or other identification that would face directly into a neighboring exhibitor's booth.

Signs, display material, products, tables, or lights cannot protrude into aisles or encroach upon neighboring booths, nor exceed the height limitations for your display area. Any obstructions placed in the aisle, passageways, or exits will be removed.

MULTI-LEVEL EXHIBITS – Multi-level exhibits will be permitted in perimeter booths only, unless otherwise approved by AmericanHort.

One occupiable second floor is permitted; however, the second level floor may not be more than 8 feet above ground level. A minimum of one fire extinguisher is required per level. Steps can be no higher than 8 inches per step. All materials must be fire retardant.

All multi-level exhibits, regardless of whether people will occupy the upper area or not, must have drawings available for inspection by AmericanHort, the installation and dismantling contractor, the exhibitor, and Columbus Convention Center during the time the exhibit is being erected, exhibited, and dismantled at the event site. Drawings must bear the stamp of a reviewing structural engineer. All plans must be submitted to AmericanHort for approval no later than June 1, 2018.

FINISHED APPEARANCE – Any portion of an exhibitor's display which extends or protrudes above or beyond that of the booth adjoining to the rear or side must, at the exhibitor's expense, be completely smooth, flush-finished with no exposed frame work, and painted white. It must be finished in such a manner as not to be unsightly to exhibitors in the adjoining booth or others.

AmericanHort reserves the right to make judgment as to whether a booth shall be finished on-site.

If such surfaces remain unfinished at 5 p.m., July 14, 2018, AmericanHort shall authorize the official service contractor to complete the necessary finishing, and the exhibitor must pay all charges involved thereby.

Outer surfaces may not contain any trade names, logos, product, company, or other identification except when located on a cross aisle. Products, equipment, or

company identification may not be displayed so that it faces directly into a neighboring exhibitor's booth.

Signs, display material, products, tables, or lights cannot protrude into aisles or encroach upon neighboring booths nor exceed the height limitations for your display area. Any obstructions placed in the aisle, passageways, or exits will be removed.

BOOTH ACTIVITIES – AmericanHort reserves the right to restrict exhibits which, because of noise, methods of operation, materials, or for any reason, become objectionable and also to prohibit or evict any exhibit which, in the opinion of AmericanHort, may detract from the general character of the event as a whole.

LASER LOGOS – Laser logos may not be projected outside of an exhibiting booth.

VIDEO RECORDINGS – No exhibit or event presented at Cultivate shall be videotaped, broadcast, or recorded for commercial use, sale, or distribution of any kind without prior consent of AmericanHort.

PROJECTION OF PICTURES – Showing of projected pictures (videos, holograms, slides, transparencies, opaque material, etc.) will only be permitted within the confines of the exhibitor's booth. Exhibitors shall be required to provide adequate viewing space exclusive of aisle space for all video, computer, or audio visual presentations.

MUSIC AND AMPLIFICATION – Due to ASCAP licensing requirements and U.S. copyright laws, no live or recorded music will be permitted in the exhibit hall without proof of appropriate licensing. Be prepared to provide said proof. This rule includes background music and audiovisual presentations.

The use of amplification, recordings, videos, slides, or other audiovisual devices is permissible; however, the sound volume of any such device must not exceed that of normal conversation voice level or be objectionable to neighboring exhibitors.

UTILITIES – Double-back drape will not be used between booths at the Columbus Convention Center. Service of utilities will be supplied at the end of aisles whenever possible, but exhibitors must allow a 1-foot unobstructed corridor in the rear and 6 inches on one side of their spaces to allow passage for the necessary cable and service boxes. Remember to coordinate electricians and telephone installers to lay cables and wires before your carpet is installed.

MISCONDUCT – Any detrimental conduct including but not limited to abusive language, threats, assault, vandalism, theft, and similar acts will result in the immediate removal of the offender from the premises. In cases of violation of the law, charges may be filed for prosecution. Misconduct may result in potential loss of current or future exhibiting opportunities. AmericanHort will not be liable for any refunds, rentals, or other exhibit expenses due to eviction or misconduct of exhibitors.

SAFETY, FIRE AND HEALTH – The exhibitor must comply with all safety, fire, and health ordinances regarding installation and operation of equipment. All display, exhibit materials, and equipment must be reasonably located and protected by safety guards and fireproofing to prevent fire hazards and accidents. All product demonstrations involving any moving or potentially hazardous machines, displays, or parts must have hazard barriers to prevent accidental injury to spectators. The decision of AmericanHort in this regard shall be final.

- a. All material used in the construction and decoration of an exhibit must be fire retardant. This includes, but is not limited to, scenery, backdrops, drapes, display boxes, signs, tarps, canopies, tents, etc.
- b. Each Exhibitor must, upon request by an AmericanHort staff member or an AmericanHort agent or designee, produce a certificate of flame retardation.
- c. Exhibitors agree to comply with all local, city, and state fire, safety, and health ordinances.
- d. All nursery stock must be balled and burlapped or containerized.
- e. Fresh cut greens (i.e. pine roping) must be made fire retardant. You can purchase the spray/paint at any fire protection store. Bring the spray can/label from the can. It makes it easier for the inspector to give approval.
- f. All vehicles being displayed may only have minimum fuel in the tank with gas caps either locked or taped over and battery cables detached. All vehicles must be inspected by a fire marshal representative prior to placing in your booth.
- g. All mulch (whether on the floor or in display bins/containers) must be watered daily. Thus, plastic must protect the floor. Water and/or ice will be available in the loading dock area. Exhibitors must provide their own sprinkling cans and/or other containers for transporting water or ice to your booth.

AMERICANS WITH DISABILITIES ACT – Exhibitors bear sole responsibility for ensuring their exhibit/booth complies with the Americans with Disabilities Act (ADA) and any regulations under that Act. A copy of Public Law 101.336 [S.993] American Disabilities Act of 1990 is available upon request from the Department of Justice.

CHEMICAL CONTAINERS – Any exhibitors who have chemicals in their product lines should display empty containers in their event booth. This will eliminate any health hazards and possible liability risks due to accidental spills or other accidents that would expose these chemicals to event workers, exhibitors, or event attendees. See the Columbus Convention Center's Rules & Regulations for details on handling other material.

INSURANCE – AmericanHort and the Greater Columbus Convention Center may take precautions to safeguard exhibitor's property by means of regular perimeter guard service. However, they will not be liable for damage or loss to exhibitor's property through theft, fire, accident, or any other cause. Exhibitor should insure his or her own exhibit and display materials. AmericanHort will not assume liability for any injury that may occur to event visitors, exhibitors, or their agents and employees, or others.

Exhibitors agree to carry the following insurance coverage during the exhibition and move-in and move-out days:

- i. Insurance coverage for personal and property consisting of fire, extended coverage, vandalism, malicious mischief, and all other risks of loss, with waiver of subrogation, in an amount not less than \$500,000 combined single limit.
- ii. Comprehensive general liability insurance in an amount not less than \$500,000 for each occurrence and \$1,000,000 in the aggregate, insuring against death or personal injury;
- iii. Workers' Compensation coverage in full compliance with federal and state laws;
- iv. Comprehensive general automobile liability insurance covering owned, non-owned, and hired vehicles, including loading/unloading hazards with bodily injury limits of \$250,000/\$500,000 and property damage limits of \$100,000
- v. All policies must name AmericanHort and the Greater Columbus Convention Center as additionally insured.
- vi. Exhibitors must deposit with AmericanHort current certificates of insurance evidencing the continued existence of the foregoing insurance policies.
- vii. A company providing insurance coverage must have and must maintain a rating of "A" or better by Best's Insurance Rating Service. The form of the policy or policies providing insurance coverage is subject to the written approval of AmericanHort, which AmericanHort will not unreasonably withhold or delay.
- viii. All policies carried by exhibitors must include a waiver by the insurer of all rights of subrogation against the landlord in connection with any loss or damage insured thereunder, provided such waiver will not apply if it would have the effect of invalidating any insurance coverage of the exhibitor.
- ix. Exhibitors agree they have the sole responsibility for obtaining the above required insurance and that neither AmericanHort nor any other party has purchased insurance on exhibitor's behalf and is under no obligation to do so.

AmericanHort reserves the right to refuse setup to an exhibitor that does not provide evidence of appropriate coverage.

LIABILITY – Exhibitor agrees that AmericanHort will not be liable for incidental, special, indirect, consequential, or other similar losses or damages, including, but not limited to, loss of profit or revenues, damage for loss of use of any equipment or other property, claims of third parties, including personal injury or death on account of rental or use of exhibit space by exhibitor or the services provided by AmericanHort, whether or not AmericanHort has been advised of the potential for such damages. Under no circumstances will AmericanHort's total liability hereunder from any cause whatsoever, whether arising under contract, warranty, tort (including negligence), strict liability, products liability, or any other theory of liability, caused or alleged to be caused, directly or indirectly from the use, operation, maintenance, erection, or possession of any property in the assigned exhibit space will be limited to the lesser of exhibitor's actual damages or the payments made for the rental of the exhibit or services which is the subject of exhibitor's claim. All claims brought against AmericanHort must be brought within one year after the cause of action arises, and the exhibitor hereby expressly waives any statute of limitations exceeding such one-year period.

INDEMNIFICATION – Exhibitor hereby agrees to indemnify, defend, and hold harmless AmericanHort and its agents, employees, officers, managers, members, and successors and assigns from and against any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illnesses, and death), claims, penalties, suits, actions, costs and expenses, including attorney's fees, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by exhibitor or AmericanHort), operation, ownership, selection, erection, delivery, leasing of the exhibit space, regardless of where, how, and by whom operated, or any failure on the part of the exhibitor to perform or comply with the conditions of this agreement. Without limiting the generality of the foregoing, exhibitors will, at their own cost and expense, defend AmericanHort against all claims, suits, or proceedings commenced by anyone in which AmericanHort is named as a party for which AmericanHort is alleged to be liable or responsible as a result of or arising out of the exhibition or any alleged act or omission by AmericanHort, and the exhibitor shall be liable and responsible for all costs and expenses, including attorney's fees, incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such action is commenced naming AmericanHort as a party, AmericanHort may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and

the exhibitor shall be liable for and reimburse AmericanHort for all costs, expenses, and attorney's fees incurred by AmericanHort in such defense. The indemnities and assumptions of the liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this agreement.

AmericanHort. Rules and Regulations may be amended at any time by AmericanHort, and all amendments or additions that may be so made shall be as equally binding on all parties affected as the original Rules and Regulations. Each exhibitor will be provided access to the Exhibitor Service Manual, which will also be considered an extension of the Exhibit Space Application.

GENERAL – All matters and questions not covered by the Rules and Regulations are subject to the decision of

SALE OF EXHIBIT MATERIALS – TAXES AND LICENSES – Exhibitors shall obtain any licenses, permits, or approvals required under federal, state, or local tax laws as applicable to their activity at the trade show. The 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 government entity in connection with their activities at the trade show.

Federal tax law permits exhibitors to sell exhibit materials at their booth during the trade show. However, each exhibitor is responsible for complying with state and local sales tax regulations. Those exhibitors wishing to avoid the "red tape" of local taxes can restrict their sales activities to taking orders, although "no sales" tax forms may still be required. Obtain more information at www.tax.ohio.gov or contact the Ohio Tax commissioner's office at 888-405-4089.