



The Virginia
Horticultural Foundation

Dear Prospective Vendor:

We know you'll share our excitement for the 2012 Virginia Flower & Garden Expo. To better serve everyone interested, we're returning to an all Flower & Garden emphasis, not a show that's combined with home furnishings and construction. Plus, we're returning to January 20-22 when most people are beginning their garden planning for the upcoming season.

The Virginia Horticultural Foundation is offering a limited opportunity of only 91 Expo booths in the Virginia Beach Convention Center. These booths are specially configured for optimum presentation to our guests, nestled at one side of the Expo floor. Your products will be dynamically displayed in a horticultural setting. Please see the floor plan attached.

We're excited about selecting unique vendors to represent the Flower Expo, and you are invited to participate. All booths are just \$700 and provide a 10' x 10' space for the full three days of the Expo. Load-in will take place on Thursday, Jan. 19th. Please see the enclosed application and agreement for details.

Remember, only 91 spots are available, so please register early to secure your desired location. We will be taking applications immediately. Please contact me for available spaces or if you have any questions or need additional information.

The application form and payment can be mailed to The Virginia Horticultural Foundation, PO Box 64446, Virginia Beach, VA 23467. If you prefer, applications and credit card payments can also be faxed to 757.366.9604, or e-mailed to info@vahort.org.

Sponsorship opportunities are also available. Visit our website (www.vafgs.org) for more information on the benefits and levels of sponsorship or contact the Foundation office.

Regards,

David Wike

David Wike, Vendor Chair
Cell # 757-672-3531
Home # 757-547-1128
E-mail: dbw23320@cox.net
www.vafgs.org



The Virginia
Horticultural Foundation

GARDEN VENDOR APPLICATION AND AGREEMENT

2012 VIRGINIA FLOWER & GARDEN EXPO

JANUARY 20TH . 21ST . 22ND, 2012

**Form must be completed entirely. Use N/A if "not applicable."*

This contract is between The Virginia Horticultural Foundation (TVHF) and _____ (Vendor) for exhibit space in the 2012 Virginia Flower & Garden Expo. **The reverse side of contains rules and regulations which are part of this contract.**

Legal Business Name			Name on Booth			
Contact Person			E-mail			
Mailing Address						
City		State		ZIP		
Product(s) offered						
Emergency Phone						
Number of staff persons who need entry to the show						
Booth Space Requested (from official floor plan)	1 st		2 nd		3 rd	
Additional information/special services required						

Check here if you are interested in receiving information regarding ad space in the show guide

Vendor agrees to the conditions, rules and policies as set forth in the Show Rules (published on the back of this agreement), and agrees to pay \$_____, the total rental amount for booth(s) requested. A 50% deposit must accompany this agreement, and the balance is due no later than November 30, 2011. If the date of this agreement is after November 30, 2011, the entire rental amount is due with this agreement. The jurisdiction for this contract is Virginia Beach, VA.

**Authorizer is ultimately responsible for full rental fee.*

*Authorized by _____ Date _____
(Signature) (Print)

Virginia Flower & Garden Expo is managed by Virginia Horticultural Foundation; Checks should be made payable to The Virginia Horticultural Foundation and returned with this agreement to: TVHF, PO Box 64446, Virginia Beach, VA 23467. You can also fax this agreement and credit card payment to: (757) 366-9604.

Payment Method

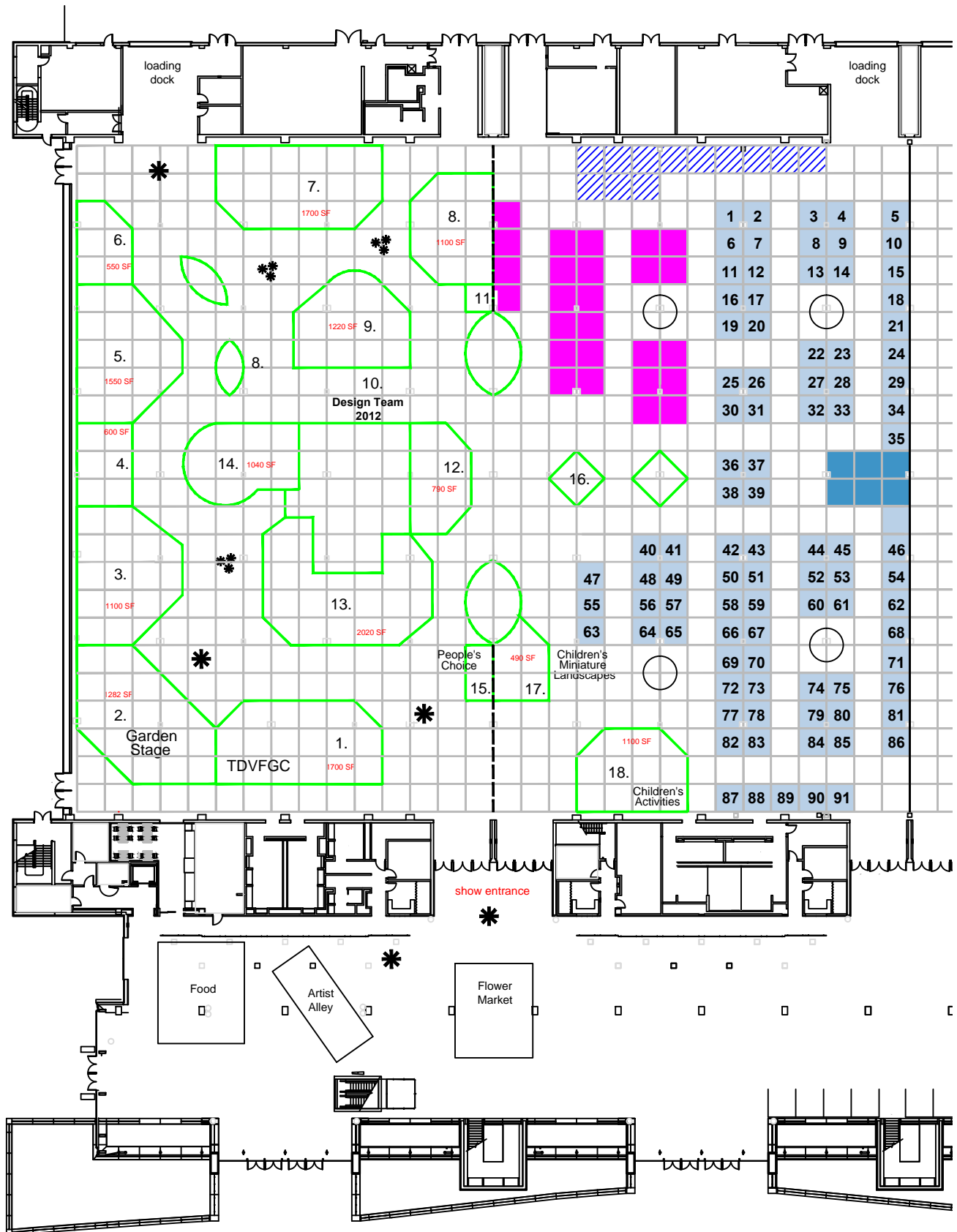
<input type="checkbox"/> Check	Number: _____	<input type="checkbox"/> MasterCard	<input type="checkbox"/> VISA	<input type="checkbox"/> AMEX
Card No.	_____	Exp Date	_____	CRV Code
Name on Card	_____	Amount to be charged	_____	
Signature	_____			

NO Cancellations within 60 CALENDAR DAYS OF SHOW DATE.

Rules of Participation

Please read carefully. These rules are part of your agreement.

1. All Vendors must provide The Virginia Horticultural Foundation (TVHF) with an insurance certificate prior to erecting a display.
2. Vendors must obtain written approval from TVHF to use microphones.
3. Exhibit space must be able to contain a reasonably sized audience if demonstrations are planned. Aisles cannot be blocked. Demonstration booths are not allowed on main aisle.
4. Vendor must draw winners of all contests and drawings before the show ends and provide the name of the winner to TVHF.
5. All exposed parts of a display must be finished or covered to avoid an unsightly appearance when viewed from adjoining booths or aisles.
6. ELIGIBLE EXHIBITS. Vendor may only display garden, flower or horticultural products or services sold by him in his regular course of business. TVHF reserves the right to determine the display eligibility of any company or product.
7. BOOTH EQUIPMENT. TVHF agrees to furnish exhibit space, an exhibit sign bearing the name of the Vendor and all Vendor badges. No Vendor will be permitted entry without an admission badge. All materials and decorations used in booths must meet city fire department standards for inflammability. Helium-filled balloons are allowed for decorative purposes only and are prohibited as a giveaway item. **No exhibit will be permitted to protrude into adjoining booths, electrical and drain aisles, or traffic aisles. Booths: Sides can exceed 3' in height only half the distance from the back of booth.** No vehicles will be permitted inside the show area without prior approval from TVHF. If a vehicle is used in an exhibit, Vendor must contact TVHF for specific rules governing vehicles.
8. SUBLETTING. **No booth space may be assigned, sublet, or shared with another firm without the written consent of TVHF.** No Vendor shall exhibit in his space any other goods, apparatus, service, advertising signs, etc., other than those sold or manufactured by him in his regular course of business without written consent from TVHF. Violation of this rule shall be cause for eviction without refund.
9. PAYMENTS AND REFUNDS. **No Vendor will be permitted to set up until all outstanding indebtedness is paid. No refunds will be made if Vendor cancels less than sixty (60) calendar days prior to the show and Vendor will be responsible for the entire booth rental fee. Contract cancellation requests made prior to sixty (60) must be in writing.** No refund on booth space will be made to any Vendor who is asked to leave the show because of illegal operations, violation of show rules or City Ordinances, nor shall TVHF be liable for any expenditures attendant to such termination. In the event of cancellation of the show, all deposits and fees will be returned. **TVHF** will not be liable for damages or extra expenses attendant to cancellation. Accounts not paid by opening of show may be subject to 2% interest per month.
10. SPACE AGREEMENT. All exhibits must be in order with all packing cartons and trash disposed of prior to the show opening. Vendor will be responsible to surrender, at the close of the show, his space **in the same condition it was when occupied.** In the event of damage, Vendor will be subject to damage claims as are necessary to restore space to its original condition.
11. OPEN HOUSE AND STAFFING. Booths should be staffed during all open hours of the show. Booth staff will be admitted one hour before show opens and cannot remain in the show more than 30 minutes after show closes. Cash and carry sales from booths are permitted, but Vendor must file appropriate sales tax reports. Vendor is encouraged to conduct drawings or give souvenirs but cannot advertise or distribute tickets for prizes or giveaways that are contingent upon a purchase or any other obligation. Vendors must submit a description of all giveaway or drawing prizes and when the drawing will be held to TVHF two (2) weeks prior to show opening. TVHF has the right to verify all prizes and prize winners. All promotions and souvenirs must adhere to generally accepted standards of good taste. **All promotional and sales activity must be confined to the contracted booth space.** All sound-making equipment or promotions must be maintained at a level acceptable to TVHF. Vendor agrees to conduct business in a professional and ethical manner and will adhere to accepted standards of good salesmanship. Booth staff must be dressed appropriately, and all booth signs must be professionally produced—absolutely no hand written signs.
12. SPECIAL SERVICES. **Electricity, water, and other utilities if available, may be secured through the facility, see the fee for service contract on line at www.virginiabeachconventioncenter.com** The facility retains the right to install electrical service panels in necessary locations. Every attempt will be made to locate cam locks outside booth space. Forklift, cleaning, drayage, show rentals and other services available through show decorator. **TVHF will not handle Vendor shipments to the facility. Arrangements should be made through the Show Decorator.**
13. SECURITY. Security will be provided during the show, and they will make every attempt to protect Vendor displays, but TVHF will not be responsible for, nor will it guarantee the Vendor against loss of any kind. Vendor agrees to indemnify and hold harmless TVHF and its co-sponsors, the facility, the developer and the city, from and against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cause of actions of any and every kind and nature arising or growing out of, or in any way connected with Vendor's activities on the property of event. Property and Liability Insurance for each exhibit is to be carried by the Vendor at his own expense; proof of such insurance is required by TVHF.
14. MATERIALS SUBJECT TO LICENSE OR RESTRICTION: Vendor shall bear sole responsibility and liability for any and all licenses and/or fees which arise under United States Copyright Law. Within the Vendor's leased space and within such space as the Vendor may use for the presentation of any lecture, demonstration and/or performance, this responsibility and liability shall apply to all performances, both live and recorded, of music or other materials subject to restriction and/or license.
15. SPECIAL RULES. Vendor agrees to abide by all Federal, State, City, and Show regulations now in existence or that may hereafter be made. Signing this agreement gives TVHF permission to publish your company name as a participant. TVHF reserves the right to discontinue any exhibit in violation of show rules and to terminate this agreement, with or without cause, at any time during the term hereof without liability of any kind. No verbal agreements will be recognized by TVHF. TVHF reserves the right to alter or relocate booth positions for whatever reason it deems necessary. All disputes, arising from any cause whatsoever, among Vendors shall be adjusted by TVHF whose decision shall be final. The Vendor's Handbook, as established in writing for all Vendors by TVHF, is part of this agreement. **In the event of severe weather, it is the Vendor's responsibility to take all the necessary precautions to secure their exhibit and display items. TVHF will not be held liable for loss or damage due to severe weather.**
16. APPLICABLE LAW; FORUM; LEGAL FEES. This agreement will be governed by Virginia law. Jurisdiction and venue of all disputes is permitted in the Circuit Court and General District Court, Virginia Beach, Virginia. Vendor will pay to TVHF on demand all legal fees and costs incurred by TVHF in any proceedings to enforce this Agreement. ____ Initials



Floor Plan
2012 Virginia Flower & Garden Expo