



# The Garden Show

March 14<sup>th</sup> & 15<sup>th</sup>, 2020 ~ Myers Park & Event Center

Earth-Kind. Gardening presented by the Collin County Master Gardeners

## VENDOR APPLICATION AND CONTRACT FOR EXHIBIT SPACE

This application for exhibit space at Myers Park, Collin County, Texas, on March 14-15, 2020, for THE GARDEN SHOW, will become a contract between Collin County Master Gardeners Association (hereinafter called CCMGA or "presenter") and the undersigned representative below (hereinafter called "exhibitor") upon acceptance by presenter and is based upon the terms set forth below and on the rules and regulations which must be strictly adhered to by the exhibitor, their employees, and representatives.

Company _____ Address _____ City _____ State _____ Zip _____ Phone _____ Fax _____ Email Address _____ Website Address _____ Company Description _____ <i>Products/Services subject to approval of show management</i>	<b>Booth Rates (\$2.00/sq.ft.)</b> <input type="checkbox"/> 5 x 10 (\$100.00) <input type="checkbox"/> 5 x 20 (\$200.00) <input type="checkbox"/> 10 x 10 (\$200.00) <input type="checkbox"/> 10 x 20 (\$400.00) <input type="checkbox"/> 10 x 30 (\$600.00) <input type="checkbox"/> 20 x 20 (\$800.00) <input type="checkbox"/> 20 x 40 (\$1,600.00) <input type="checkbox"/> 20 x 50 (\$2,000.00) <input type="checkbox"/> End Cap (\$50 extra) <input type="checkbox"/> Electricity (\$50 extra) <input type="checkbox"/> WIFI (Free)
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By signing this contract, I/we have read and agree to abide by all rules, regulations and policies set forth by Collin County Master Gardeners Association, Myers Park, local and federal laws/ordinances, as well as all of the Exhibitor Conditions affixed to the back of this contract or faxed. Any violation of this contract will result in legal action if necessary. I understand that Collin County Master Gardeners Association holds the right for whatever reason to cancel this contract at no obligation, to change show date(s), venue as needed and that all monies paid are non-refundable unless cancellation is 30 days prior to the show date. The individual hereby signing this contract warrants that he/she has been duly authorized to execute this binding contract and that the exhibitor named will continue to fulfill these terms even if the individual ceases to be a part of the exhibitors company. This contract constitutes the entire agreement between show management and the exhibitor.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
*I have read and agree with all rules, regulations and policies*

Print Name \_\_\_\_\_

Please make checks payable to: **Collin County Master Gardeners Association**

**Deposit (50% required)** \$ \_\_\_\_\_ Balance Due on/before 1/15/20 \$ \_\_\_\_\_

Name on Check \_\_\_\_\_

Company Representative \_\_\_\_\_

Billing street address, City/State/Zip \_\_\_\_\_

**Credit Card Payments:** For your protection all credit card payments **must be made online.**  
 Please go to: <http://www.ccmgatx.org/thegardenshow/vendors> to pay your deposit and/or total booth fee by credit card.

*\*Space will be reserved upon receipt of deposit*

PLEASE RETAIN A COPY OF THIS CONTRACT FOR YOUR RECORDS. SUBMIT SIGNED ORIGINAL & PAYMENT TO:

CCMGA, The Garden Show  
825 N. McDonald, Suite 150  
McKinney, TX 75069

Questions?: [gardenshow@ccmgatx.org](mailto:gardenshow@ccmgatx.org)

Web: [www.ccmgatx.org/TheGardenShow](http://www.ccmgatx.org/TheGardenShow)

<https://www.facebook.com/ccmgatx/>

# CONDITIONS OF CONTRACT

**Please read the following conditions before signing the contract on the reverse side/attached. By signing the contract you agree to abide by all the conditions presented on this page and/or any other attached forms.**

## COVENANTS

1. The exhibitor is contractually liable for any legal fees or costs in fulfilling the terms of this contract.
2. The exhibitor agrees to abide by all rules and regulations adopted by CCMGA, the show sponsors, and agrees that CCMGA shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.
3. The exhibitor agrees to observe all agreements between CCMGA and the official contractors (Myers Park) serving the show facility and the building in which the show is taking place and to observe the labor laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display, which might be a violation of any laws bylaws, ordinances, or regulations of any government or regulatory body.
4. The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated. Further, if the exhibitor is serving food samples, the exhibitor is responsible for obtaining a health permit from the appropriate government authorities, and for complying with all rules, regulations and fees thereof.
5. The exhibitor agrees not to conduct or be associated with a promotional contest in connection with the show, where a prize or prizes having a value in excess of \$50 are offered, unless the exhibitor has the approval of CCMGA and (i) satisfies CCMGA that the contest is being operated in accordance with the law and (ii) provides a letter of credit or other security satisfactory to CCMGA covering the value of the prize(s).

## ADVERTISEMENT AND ATTENDANCE

CCMGA does not imply, infer, or guarantee attendance figures, or advertising commitments. Every attempt is made and determined by CCMGA to implement an effective campaign to facilitate maximum attendance. CCMGA shall not be held liable in any way, including, but not limited to refunds, returns, loss of income, loss of potential income, labor, etc. for any failure or results from the show and or expectations from exhibitor.

## DISPLAY REGULATIONS

The exhibitor agrees to occupy the contracted exhibit space during the term agreed upon and to exhibit only the products described in this contract unless approved in writing by CCMGA. CCMGA reserves the right, unto its own discretion to: (i) determine the eligibility of exhibitors and exhibits for the show (ii) reject or prohibit exhibits or exhibitors which CCMGA considers objectionable, and (iii) relocate exhibitors or exhibits when in CCMGA opinion such moves are necessary to maintain the character and/or good order of the show. CCMGA does not offer any exclusivity to any products or services, nor do we guarantee that you will not be positioned close to a competitor.

The exhibitor shall be responsible for ordering/payment to assigned contractors for any additional plumbing or electrical needs not normally provided by Myers Park. Any outside contractors shall be approved by CCMGA and Myers Park. CCMGA is not responsible or liable in any circumstances for work or payment provided by such contractors. CCMGA and Myers Park are also not responsible or liable for any merchandise or equipment delivered by or to any exhibitor. All aisles and doors to the show site will be under the control of CCMGA and Myers Park. Exhibitors may not extend booth or display into aisles or obstruct the view of other spaces, including height of display. Exhibitors or any of their representatives may not sell product, hand out merchandise or literature other than in their assigned exhibit space unless approved by CCMGA. Exhibitor acknowledges that the floor surface is packed earth, and that there shall be no digging or staking in the ground. In addition, floors may be lightly sprinkled at night to reduce dust. If floor coverings are desired, they will be approved by CCMGA and Myers Park and provided by the exhibitor.

## DEPOSIT AND PAYMENT TERMS

**All deposits are non-refundable.** If notice of cancellation is not submitted in writing prior to 30 (thirty) days of the show date, the exhibitor is liable for full payment of his space rental under the contract unless the space is rented to a new vendor. In the event the exhibitor fails to make payment as aforementioned or fails to comply in any respect with the terms of this contract, CCMGA reserves the right to cancel this contract without notices and all rights of the exhibitor hereunto shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by CCMGA as liquidated damages for breach of this contract and CCMGA may thereupon rent said space. Failure to appear at the event does not release exhibitor from responsibility for payment of the full cost of the space rented. CCMGA reserves the right to change the show dates and/or venue.

**The balance of the contract is due and payable by January 15, 2020.** Any portion of the balance which remains unpaid after the due date will accrue interest at a rate of 10% per annum or the maximum interest rate allowed by law.

## BUILDING

The exhibitor is liable for any damage they cause to the facility or to any property of CCMGA or Myers Park, its agents, officers, employees or any other exhibitor(s). The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of CCMGA or Myers Park, its agents or any other exhibitor without approval. CCMGA is not responsible for any assigned exhibitor parking during setup, show times or break down.

## **REMOVAL OF EXHIBITS**

The exhibitor agrees no display will be dismantled or goods removed during agreed upon dates of the show, but will remain intact until the end of the final closing hour of the last reserved show day. The exhibitor also agrees to remove its display and equipment from the show site no later than 12:00pm, Monday, March 16, 2020. The exhibitor agrees to pay for such additional cost as may be incurred by failure to comply with this timeframe.

## **CANCELLATION OR CURTAILMENT OF SHOW**

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of CCMGA and Meyers Park and the show sponsors, or if any reason, CCMGA is unable to permit the exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, CCMGA, Myers Park and the show sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons listed include but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake, or other Acts of God, acts of public enemies, riots or civil disturbance, strike, lockout or boycott. In the event of failure to provide exhibit space, CCMGA may terminate this agreement in its entirety.

## **NSF CHECKS**

In the event that the exhibitor's check is returned by a bank or financial institution of any sort, due to insufficient funds, a \$25 administration fee will be charged to the exhibitor. The returned check may be collected through a third party collection agency that will utilize electronic debit as well as assess processing fees.

## **ASSIGNMENT AND SUBLETTING**

The exhibitor shall not assign any rights under this agreement or sublet the space without prior permission of CCMGA, which permission may be arbitrarily withheld at the sole discretion of CCMGA.

## **INDEMNITY**

The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall fully hold harmless and make no claim or demand or take any legal action, whatsoever against CCMGA, the show sponsors, or Myers Park, for any loss, damage or injury however caused, to the exhibitor, its officers, employees, and agents, against all claims, costs and charges of every kind resulting from the occupancy of the exhibit space or its environs, for personal injuries, death, property damage or any other damage sustained by the exhibitor or its officers, agents, employees, or those for whom in the law they are responsible, or CCMGA or an attendee to the show.

## **EXHIBITOR'S PROPERTY**

CCMGA and Myers Park will not be responsible or liable for the safety of the exhibitor or its merchandise, property, employees or customers from theft, injury or damage from fire, civil tumult, accident or Act of God. The exhibitor's property at the show shall be at the sole risk of the exhibitor and CCMGA and Myers Park assumes no responsibility for the loss or damage there unto.

*Collin County Master Gardeners Association is a 501(c)3 organization*

Initial: \_\_\_\_\_



# The Garden Show

Earth-Kind. Gardening presented by the Collin County Master Gardeners

March 14<sup>th</sup> & 15<sup>th</sup>, 2020 ~ Myers Park & Event Center

## SPONSOR APPLICATION AND CONTRACT FOR EXHIBIT SPACE

This application for exhibit space at Myers Park, Collin County, Texas, on March 14-15, 2020, for THE GARDEN SHOW, will become a contract between Collin County Master Gardeners Association (hereinafter called CCMGA or "presenter") and the undersigned representative below (hereinafter called "exhibitor") upon acceptance by presenter and is based upon the terms set forth below and on the rules and regulations which must be strictly adhered to by the exhibitor, their employees, and representatives.

Company _____ Address _____ City _____ State _____ Zip _____ Phone _____ Cell phone _____ Email Address: _____ Website Address: _____ Company Description: _____ <i>Products/Services subject to approval of show management</i>	<p style="text-align: center;"><b><u>SPONSOR LEVELS</u></b></p> <input type="checkbox"/> Title Sponsor - \$10,000 <input type="checkbox"/> Gold Sponsor - \$5,000 <input type="checkbox"/> Silver Sponsor - \$2,500 <input type="checkbox"/> Bronze Sponsor - \$1,500 <input type="checkbox"/> Electricity – free <input type="checkbox"/> WIFI – free
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**By signing this contract,** I/we have read and agree to abide by all rules, regulations and policies set forth by Collin County Master Gardener Association, Myers Park, local and federal laws/ordinances, as well as all of the Exhibitor Conditions affixed to the back of this contract or faxed. Any violation of this contract will result in legal action if necessary. I understand that Collin County Master Gardener Association holds the right for whatever reason to cancel this contract at no obligation, to change show date(s), venue as needed and that all monies paid are non-refundable unless cancellation is 30 days prior to the show date. The individual hereby signing this contract warrants that he/she has been duly authorized to execute this binding contract and that the exhibitor named will continue to fulfill these terms even if the individual ceases to be a part of the exhibitors company. This contract constitutes the entire agreement between show management and the exhibitor.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
*I have read and agree with all rules, regulations and policies*

Print Name \_\_\_\_\_

<b>Please make checks payable to: Collin County Master Gardeners Association</b>	
Deposit (25% required) \$ _____	Balance Due on/before 1/15/20 \$ _____
Name on Check _____	
Company Representative _____	
Billing street address, City/State/Zip _____	
<b>Credit Card Payments:</b> For your protection all credit card payments <b>must be made online.</b>	
Please go to: <a href="http://www.ccmgatx.org/thegardenshow/vendors">http://www.ccmgatx.org/thegardenshow/vendors</a> to pay your deposit and/or total booth fee by credit card.	
<i>*Space will be reserved upon receipt of deposit</i>	

**PLEASE RETAIN A COPY OF THIS CONTRACT FOR YOUR RECORDS. SUBMIT SIGNED ORIGINAL & PAYMENT TO:**

CCMGA, The Garden Show  
825 N. McDonald, Suite 150  
McKinney, TX 75069

Questions?: [gardenshow@ccmgatx.org](mailto:gardenshow@ccmgatx.org)

Web: [www.ccmgatx.org/TheGardenShow](http://www.ccmgatx.org/TheGardenShow)

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3. The exhibitor agrees to observe all agreements between CCMGA and the official contractors (Myers Park) serving the show facility and the building in which the show is taking place and to observe the labor laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display, which might be a violation of any laws bylaws, ordinances, or regulations of any government or regulatory body.
4. The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade of business in their space allocated. Further, if the exhibitor is serving food samples, the exhibitor is responsible for obtaining a health permit from the appropriate government authorities, and for complying with all rules, regulations and fees thereof.
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## DEPOSIT AND PAYMENT TERMS

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The balance of the contract is due and payable by January 15, 2020. Any portion of the balance which remains unpaid after the due date will accrue interest at a rate of 10% per annum or the maximum interest rate allowed by law.

## BUILDING

The exhibitor is liable for any damage they cause to the facility or to any property of CCMGA or Myers Park, its agents, officers, employees or any other exhibitor(s). The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of CCMGA or Myers Park, its agents or any other exhibitor without approval. CCMGA is not responsible for any assigned exhibitor parking during setup, show times or break down.

## **REMOVAL OF EXHIBITS**

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## **CANCELLATION OR CURTAILMENT OF SHOW**

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of CCMGA and Myers Park and the show sponsors, or if any reason, CCMGA is unable to permit the exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, CCMGA, Myers Park and the show sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons listed include but are not limited to, such reasons as: casualty, explosion, fire, lightening, flood, weather, epidemic, earthquake, or other Acts of God, acts of public enemies, riots or civil disturbance, strike, lockout or boycott. In the event of failure to provide exhibit space, CCMGA may terminate this agreement in its entirety.

## **NSF CHECKS**

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## **INDEMNITY**

The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall fully hold harmless and make no claim or demand or take any legal action, whatsoever against CCMGA, the show sponsors, or Myers Park, for any loss, damage or injury however caused, to the exhibitor, its officers, employees, and agents, against all claims, costs and charges of every kind resulting from the occupancy of the exhibit space or its environs, for personal injuries, death, property damage or any other damage sustained by the exhibitor or its officers, agents, employees, or those for whom in the law they are responsible, or CCMGA or an attendee to the show.

## **EXHIBITOR'S PROPERTY**

CCMGA and Myers Park will not be responsible or liable for the safety of the exhibitor or its merchandise, property, employees or customers from theft, injury or damage from fire, civil tumult, accident or Act of God. The exhibitor's property at the show shall be at the sole risk of the exhibitor and CCMGA and Myers Park assumes no responsibility for the loss or damage there unto.

*Collin County Master Gardeners Association is a 501(c)3 organization*

Initial \_\_\_\_\_



# The Garden Show

March 14<sup>th</sup> & 15<sup>th</sup>, 2020 ~ Myers Park & Event Center

Earth-Kind Gardening presented by the Collin County Master Gardeners

## NON-PROFIT ORGANIZATION APPLICATION AND CONTRACT FOR EXHIBIT SPACE

This application for exhibit space at Myers Park, Collin County, Texas, on March 14-15, 2020, for THE GARDEN SHOW, will become a contract between Collin County Master Gardeners Association (hereinafter called CCMGA or "presenter") and the undersigned representative below (hereinafter called "exhibitor") upon acceptance by presenter and is based upon the terms set forth below and on the rules and regulations which must be strictly adhered to by the exhibitor, their employees, and representatives.

Company _____ Address _____ City _____ State _____ Zip _____ Phone _____ Fax _____ Email Address _____ Website Address _____ Company Description _____ <i>Products/Services subject to approval of show management</i>	<p style="text-align: center;"><b>Booth Sizes</b></p> <input type="checkbox"/> 5 x 10 <input type="checkbox"/> 5 x 20 <input type="checkbox"/> 10 x 10 <input type="checkbox"/> Electricity <input type="checkbox"/> WIFI
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**By signing this contract,** I/we have read and agree to abide by all rules, regulations and policies set forth by Collin County Master Gardeners Association, Myers Park, local and federal laws/ordinances, as well as all of the Exhibitor Conditions affixed to the back of this contract or faxed. Any violation of this contract will result in legal action if necessary. I understand that Collin County Master Gardeners Association holds the right for whatever reason to cancel this contract at no obligation, to change show date(s), venue as needed and that all monies paid are non-refundable unless cancellation is 30 days prior to the show date. The individual hereby signing this contract warrants that he/she has been duly authorized to execute this binding contract and that the exhibitor named will continue to fulfill these terms even if the individual ceases to be a part of the exhibitors company. This contract constitutes the entire agreement between show management and the exhibitor.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
*I have read and agree with all rules, regulations and policies*

Print Name \_\_\_\_\_

**All non-profit organizations **must** provide proof of 501(c)3 status with their Non-Profit Application and Contract for Exhibit Space by including a copy of their IRS determination letter showing the tax exemption.**

***Free booth space for The Garden Show is limited to the sizes listed on this Non-Profit Organization Application and Contract.***

***If the applying organization wishes to have a booth size larger than those listed on this application, please request a Vendor Application and Contract for Exhibit Space and pay the appropriate rate for the booth size requested.***

PLEASE RETAIN A COPY OF THIS CONTRACT FOR YOUR RECORDS. SUBMIT SIGNED ORIGINAL & PAYMENT TO:  
CCMGA, The Garden Show  
825 N. McDonald, Suite 150  
McKinney, TX 75069

Questions?: [gardenshow@ccmgatx.org](mailto:gardenshow@ccmgatx.org)

Web: [www.ccmgatx.org/TheGardenShow](http://www.ccmgatx.org/TheGardenShow)

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4. The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated. Further, if the exhibitor is serving food samples, the exhibitor is responsible for obtaining a health permit from the appropriate government authorities, and for complying with all rules, regulations and fees thereof.
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## BUILDING

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**REMOVAL OF EXHIBITS**

The exhibitor agrees no display will be dismantled or goods removed during agreed upon dates of the show, but will remain intact until the end of the final closing hour of the last reserved show day. The exhibitor also agrees to remove its display and equipment from the show site no later than 12:00pm, Monday, March 16, 2020. The exhibitor agrees to pay for such additional cost as may be incurred by failure to comply with this timeframe.

**CANCELLATION OR CURTAILMENT OF SHOW**

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of CCMGA and Meyers Park and the show sponsors, or if any reason, CCMGA is unable to permit the exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, CCMGA, Myers Park and the show sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons listed include but are not limited to, such reasons as: casualty, explosion, fire, lightening, flood, weather, epidemic, earthquake, or other Acts of God, acts of public enemies, riots or civil disturbance, strike, lockout or boycott. In the event of failure to provide exhibit space, CCMGA may terminate this agreement in its entirety.

**NSF CHECKS**

In the event that the exhibitor's check is returned by a bank or financial institution of any sort, due to insufficient funds, a \$25 administration fee will be charged to the exhibitor. The returned check may be collected through a third party collection agency that will utilize electronic debit as well as assess processing fees.

**ASSIGNMENT AND SUBLETTING**

The exhibitor shall not assign any rights under this agreement or sublet the space without prior permission of CCMGA, which permission may be arbitrarily withheld at the sole discretion of CCMGA.

**INDEMNITY**

The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall fully hold harmless and make no claim or demand or take any legal action, whatsoever against CCMGA, the show sponsors, or Myers Park, for any loss, damage or injury however caused, to the exhibitor, its officers, employees, and agents, against all claims, costs and charges of every kind resulting from the occupancy of the exhibit space or its environs, for personal injuries, death, property damage or any other damage sustained by the exhibitor or its officers, agents, employees, or those for whom in the law they are responsible, or CCMGA or an attendee to the show.

**EXHIBITOR'S PROPERTY**

CCMGA and Myers Park will not be responsible or liable for the safety of the exhibitor or its merchandise, property, employees or customers from theft, injury or damage from fire, civil tumult, accident or Act of God. The exhibitor's property at the show shall be at the sole risk of the exhibitor and CCMGA and Myers Park assumes no responsibility for the loss or damage there unto.

*Collin County Master Gardeners Association is a 501(c)3 organization*

Initial \_\_\_\_\_



# The Garden Show

March 14<sup>th</sup> & 15<sup>th</sup>, 2020 ~ Myers Park & Event Center

Earth-Kind: Gardening presented by the Collin County Master Gardeners

## MASTER GARDENER APPLICATION AND CONTRACT FOR EXHIBIT SPACE

This application for exhibit space at Myers Park, Collin County, Texas, on March 14-15, 2020, for THE GARDEN SHOW, will become a contract between Collin County Master Gardeners Association (hereinafter called CCMGA or "presenter") and the undersigned representative below (hereinafter called "exhibitor") upon acceptance by presenter and is based upon the terms set forth below and on the rules and regulations which must be strictly adhered to by the exhibitor, their employees, and representatives.

Company _____ Address _____ City _____ State _____ Zip _____ Phone _____ Fax _____ Email Address _____ Website Address _____ Company Description _____ <i>Products/Services subject to approval of show management</i>	<b>Booth Rates (\$1.00/sq.ft.)</b> <input type="checkbox"/> 5 x 10 (\$50.00) <input type="checkbox"/> 10 x 10 (\$100.00) <input type="checkbox"/> Electricity (\$50 extra) <input type="checkbox"/> WIFI (Free)
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**By signing this contract,** I/we have read and agree to abide by all rules, regulations and policies set forth by Collin County Master Gardeners Association, Myers Park, local and federal laws/ordinances, as well as all of the Exhibitor Conditions affixed to the back of this contract or faxed. Any violation of this contract will result in legal action if necessary. I understand that Collin County Master Gardener Association holds the right for whatever reason to cancel this contract at no obligation, to change show date(s), venue as needed and that all monies paid are non-refundable unless cancellation is 30 days prior to the show date. The individual hereby signing this contract warrants that he/she has been duly authorized to execute this binding contract and that the exhibitor named will continue to fulfill these terms even if the individual ceases to be a part of the exhibitors company. This contract constitutes the entire agreement between show management and the exhibitor.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
*I have read and agree with all rules, regulations and policies*

Print Name \_\_\_\_\_

**Please make checks payable to: Collin County Master Gardeners Association**

**Deposit (50% required) \$** \_\_\_\_\_ **Balance Due on/before 1/15/20 \$** \_\_\_\_\_

Name on Check \_\_\_\_\_

Company Representative \_\_\_\_\_

Billing street address, City/State/Zip \_\_\_\_\_

**Credit Card Payments:** For your protection all credit card payments **must be made online.**  
 Please go to: <http://www.ccmgatx.org/thegardenshow/vendors> to pay your deposit and/or total booth fee by credit card.

*\*Space will be reserved upon receipt of deposit*

**PLEASE RETAIN A COPY OF THIS CONTRACT FOR YOUR RECORDS. SUBMIT SIGNED ORIGINAL & PAYMENT TO:**

CCMGA, The Garden Show  
825 N. McDonald, Suite 150  
McKinney, TX 75069

Questions?: [gardenshow@ccmgatx.org](mailto:gardenshow@ccmgatx.org)

Web: [www.ccmgatx.org/TheGardenShow](http://www.ccmgatx.org/TheGardenShow)

<https://www.facebook.com/ccmgatx/>

# CONDITIONS OF CONTRACT

Please read the following conditions before signing the contract on the reverse side/attached. By signing the contract you agree to abide by all the conditions presented on this page and/or any other attached forms.

## COVENANTS

1. The exhibitor is contractually liable for any legal fees or costs in fulfilling the terms of this contract.
2. The exhibitor agrees to abide by all rules and regulations adopted by CCMGA, the show sponsors, and agrees that CCMGA shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.
3. The exhibitor agrees to observe all agreements between CCMGA and the official contractors (Myers Park) serving the show facility and the building in which the show is taking place and to observe the labor laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display, which might be a violation of any laws, bylaws, ordinances or regulations of any government or regulatory body.
4. The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated. Further, if the exhibitor is serving food samples, the exhibitor is responsible for obtaining a health permit from the appropriate government authorities, and for complying with all rules, regulations and fees thereof.
5. The exhibitor agrees not to conduct or be associated with a promotional contest in connection with the show, where a prize or prizes having a value in excess of \$50 are offered, unless the exhibitor has the approval of CCMGA and (i) satisfies CCMGA that the contest is being operated in accordance with the law and (ii) provides a letter of credit or other security satisfactory to CCMGA covering the value of the prize(s).

## ADVERTISEMENT AND ATTENDANCE

CCMGA does not imply, infer, or guarantee attendance figures, or advertising commitments. Every attempt is made and determined by CCMGA to implement an effective campaign to facilitate maximum attendance. CCMGA shall not be held liable in any way, including, but not limited to refunds, returns, loss of income, loss of potential income, labor, etc. for any failure or results from the show and or expectations from exhibitor.

## DISPLAY REGULATIONS

The exhibitor agrees to occupy the contracted exhibit space during the term agreed upon and to exhibit only the products described in this contract unless approved in writing by CCMGA. CCMGA reserves the right, unto its own discretion to: (i) determine the eligibility of exhibitors and exhibits for the show, (ii) reject or prohibit exhibits or exhibitors which CCMGA considers objectionable, and (iii) relocate exhibitors or exhibits when in CCMGA opinion such moves are necessary to maintain the character and/or good order of the show. CCMGA does not offer any exclusivity to any products or services, nor do we guarantee that you will not be positioned close to a competitor.

The exhibitor shall be responsible for ordering/payment to assigned contractors for any additional plumbing or electrical needs not normally provided by Myers Park. Any outside contractors shall be approved by CCMGA and Myers Park. CCMGA is not responsible or liable in any circumstances for work or payment provided by such contractors. CCMGA and Myers Park are also not responsible or liable for any merchandise or equipment delivered by or to any exhibitor. All aisles and doors to the show site will be under the control of CCMGA and Myers Park. Exhibitors may not extend booth or display into aisles or obstruct the view of other spaces, including height of display. Exhibitors or any of their representatives may not sell product, hand out merchandise or literature other than in their assigned exhibit space unless approved by CCMGA. Exhibitor acknowledges that the floor surface is packed earth, and that there shall be no digging or stakes in the ground. In addition, floors may be lightly sprinkled at night to reduce dust. If floor coverings are desired, they will be approved by CCMGA and Myers Park and provided by the exhibitor.

## DEPOSIT AND PAYMENT TERMS

**All deposits are non-refundable.** If notice of cancellation is not submitted in writing prior to 30 (thirty) days of the show date, the exhibitor is liable for full payment of his space rental under the contract unless the space is rented to a new vendor. In the event the exhibitor fails to make payment as aforementioned or fails to comply in any respect with the terms of this contract, CCMGA reserves the right to cancel this contract without notices and all rights of the exhibitor hereunto shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by CCMGA as liquidated damages for breach of this contract and CCMGA may thereupon rent said space. Failure to appear at the event does not release exhibitor from responsibility for payment of the full cost of the space rented. CCMGA reserves the right to change the show dates and/or venue.

**The balance of the contract is due and payable by January 15, 2020.** Any portion of the balance which remains unpaid after the due date will accrue interest at a rate of 10% per annum or the maximum interest rate allowed by law.

## BUILDING

The exhibitor is liable for any damage they cause to the facility or to any property of CCMGA or Myers Park, its agents, officers, employees or any other exhibitor(s). The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the

property of CCMGA or Myers Park, its agents or any other exhibitor without approval. CCMGA is not responsible for any assigned exhibitor parking during setup, show times or break down.

### **REMOVAL OF EXHIBITS**

The exhibitor agrees no display will be dismantled or goods removed during agreed upon dates of the show, but will remain intact until the end of the final closing hour of the last reserved show day. The exhibitor also agrees to remove its display and equipment from the show site no later than 12:00pm, Monday, March 16, 2020. The exhibitor agrees to pay for such additional cost as may be incurred by failure to comply with this timeframe.

### **CANCELLATION OR CURTAILMENT OF SHOW**

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of CCMGA and Meyers Park and the show sponsors, or if any reason, CCMGA is unable to permit the exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, CCMGA, Myers Park and the show sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons listed include but are not limited to, such reasons as: casualty, explosion, fire, lightening, flood, weather, epidemic, earthquake, or other Acts of God, acts of public enemies, riots or civil disturbance, strike, lockout or boycott. In the event of failure to provide exhibit space, CCMGA may terminate this agreement in its entirety.

### **NSF CHECKS**

In the event that the exhibitor's check is returned by a bank or financial institution of any sort, due to insufficient funds, a \$25 administration fee will be charged to the exhibitor. The returned check may be collected through a third party collection agency that will utilize electronic debit as well as assess processing fees.

### **ASSIGNMENT AND SUBLETTING**

The exhibitor shall not assign any rights under this agreement or sublet the space without prior permission of CCMGA, which permission may be arbitrarily withheld at the sole discretion of CCMGA.

### **INDEMNITY**

The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall fully hold harmless and make no claim or demand or take any legal action, whatsoever against CCMGA, the show sponsors, or Myers Park, for any loss, damage or injury however caused, to the exhibitor, its officers, employees, and agents, against all claims, costs and charges of every kind resulting from the occupancy of the exhibit space or its environs, for personal injuries, death, property damage or any other damage sustained by the exhibitor or its officers, agents, employees, or those for whom in the law they are responsible, or CCMGA or an attendee to the show.

### **EXHIBITOR'S PROPERTY**

CCMGA and Myers Park will not be responsible or liable for the safety of the exhibitor or its merchandise, property, employees or customers from theft, injury or damage from fire, civil tumult, accident or Act of God. The exhibitor's property at the show shall be at the sole risk of the exhibitor and CCMGA and Myers Park assumes no responsibility for the loss or damage there unto.

*Collin County Master Gardeners Association is a 501(c)3 organization*

Initial \_\_\_\_\_.



# The Garden Show

March 14<sup>th</sup> and 15<sup>th</sup>, 2020 ~ Myers Park & Event Center

Earth Kind® Gardening presented by the Collin County Master Gardeners

## COMPLIMENTARY VENDOR APPLICATION AND CONTRACT FOR EXHIBIT SPACE

This application for exhibit space at Myers Park, Collin County, Texas, on March 14-15, 2020, for THE GARDEN SHOW, will become a contract between Collin County Master Gardeners Association (hereinafter called CCMGA or "presenter") and the undersigned representative below (hereinafter called "exhibitor") upon acceptance by presenter and is based upon the terms set forth below and on the rules and regulations which must be strictly adhered to by the exhibitor, their employees, and representatives.

Company _____ Address _____ City _____ State _____ Zip _____ Phone _____ Fax _____ Email Address _____ Website Address _____ Company Description _____ <i>Products/Services subject to approval of show management</i>	<b>Booth Sizes</b> <input type="checkbox"/> 5 x 10 <input type="checkbox"/> 5 x 20 <input type="checkbox"/> 10 x 10 <input type="checkbox"/> Electricity <input type="checkbox"/> WIFI
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By signing this contract, I/we have read and agree to abide by all rules, regulations and policies set forth by Collin County Master Gardeners Association, Myers Park, local and federal laws/ordinances, as well as all of the Exhibitor Conditions affixed to the back of this contract or faxed. Any violation of this contract will result in legal action if necessary. I understand that Collin County Master Gardeners Association holds the right for whatever reason to cancel this contract at no obligation, to change show date(s), venue as needed and that all monies paid are non-refundable unless cancellation is 30 days prior to the show date. The individual hereby signing this contract warrants that he/she has been duly authorized to execute this binding contract and that the exhibitor named will continue to fulfill these terms even if the individual ceases to be a part of the exhibitors company. This contract constitutes the entire agreement between show management and the exhibitor.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
*I have read and agree with all rules, regulations and policies*

Print Name \_\_\_\_\_

PLEASE RETAIN A COPY OF THIS CONTRACT FOR YOUR RECORDS. SUBMIT SIGNED ORIGINAL & PAYMENT TO:

CCMGA, The Garden Show  
825 N. McDonald, Suite 150  
McKinney, TX 75069

Questions?: [gardenshow@ccmgatx.org](mailto:gardenshow@ccmgatx.org)

Web: [www.ccmgatx.org/TheGardenShow](http://www.ccmgatx.org/TheGardenShow)

<https://www.facebook.com/ccmgatx/>



# The Garden Show

March 14<sup>th</sup> & 15<sup>th</sup>, 2020 ~ Myers Park & Event Center

Earth-Kind® Gardening presented by the Collin County Master Gardeners

## COLLIN COUNTY CITY APPLICATION AND CONTRACT FOR EXHIBIT SPACE

This application for exhibit space at Myers Park, Collin County, Texas, on March 14<sup>th</sup> and 15<sup>th</sup>, 2020 for THE GARDEN SHOW, will become a contract between Collin County Master Gardeners Association (hereinafter called CCMGA or "presenter") and the undersigned representative below (hereinafter called "exhibitor") upon acceptance by presenter and is based upon the terms set forth below and on the rules and regulations which must be strictly adhered to by the exhibitor, their employees, and representatives.

Company _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Email Address _____

By signing this contract, I/we have read and agree to abide by all rules, regulations and policies set forth by Collin County Master Gardeners Association, Myers Park, local and federal laws/ordinances, as well as all of the Exhibitor Conditions affixed to the back of this contract or faxed. Any violation of this contract will result in legal action if necessary. I understand that Collin County Master Gardeners Association holds the right for whatever reason to cancel this contract at no obligation, to change show date(s), venue as needed and that all monies paid are non-refundable unless cancellation is 30 days prior to the show date. The individual hereby signing this contract warrants that he/she has been duly authorized to execute this binding contract and that the exhibitor named will continue to fulfill these terms even if the individual ceases to be a part of the exhibitors company. This contract constitutes the entire agreement between show management and the exhibitor.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
*I have read and agree with all rules, regulations and policies*

Print Name \_\_\_\_\_

PLEASE RETAIN A COPY OF THIS CONTRACT FOR YOUR RECORDS. SUBMIT SIGNED ORIGINAL & PAYMENT TO:

CCMGA, The Garden Show  
825 N. McDonald, Suite 150  
McKinney, Texas 75069

Questions?: [gardenshow@ccmgatx.org](mailto:gardenshow@ccmgatx.org)

Web: [www.ccmgatx.org/TheGardenShow](http://www.ccmgatx.org/TheGardenShow)

 <https://www.facebook.com/ccmgatx/>