

2010 Bay-Friendly Marketplace Rules & Policies for Exhibitors

February 22, 2010

1. AGREEMENT FOR EXHIBIT SPACE

When accepted by Bay-Friendly Landscaping & Gardening Coalition, this application for space constitutes an agreement for the applicant to use the space assigned to the applicant subject to the terms of this agreement. All references to EXHIBITOR in this agreement are to the applicant. By submitting an application for exhibit space, the applicant releases Bay-Friendly Landscaping & Gardening Coalition and the Event Center at Saint Mary's Cathedral from any and all liabilities to applicant, its agents, licensees or employees, or property that may arise or be asserted as a result of submission of an application or of participation in this exhibit. Acceptance of an application does not imply endorsement by Bay-Friendly Landscaping & Gardening Coalition of the EXHIBITOR'S products, nor does rejection imply lack of merit of product or manufacturer. Bay-Friendly Landscaping & Gardening Coalition has sole right to determine eligibility of any company or product for inclusion in the marketplace and retains the right to rescind exhibit approval at any time if the exhibit is deemed to be contrary to the best interests of the show. If such a determination is made before the marketplace final registration deadline all monies received from said EXHIBITOR will be refunded in full. If such a determination is made during the set up of the marketplace no monies will be refunded. Any questions about the EXHIBITOR's product line should be discussed with show management (Bay-Friendly Landscaping & Gardening Coalition) before the registration form is signed. Bay-Friendly Landscaping & Gardening Coalition has the right to move any EXHIBITOR's location in the exhibit hall for any reason.

2. EXHIBIT BOOTHS

Booths are approximately 10'x 8' and include pipe & drape, one 6' x 3' table (with linen), two chairs, one ID sign (one line) with booth number, and access to one 120V electrical outlet. No exhibit may obstruct the clear view of neighboring exhibits. All other furnishings, equipment, facilities, etc., will be provided by EXHIBITOR at its own expense and responsibility. Display exhibits exceeding table areas must be submitted to Bay-Friendly Landscaping & Gardening Coalition for prior approval which may be granted or denied in Bay-Friendly Landscaping & Gardening Coalition sole discretion.

EXHIBITOR agrees to return and restore the exhibit space, at EXHIBITOR's sole cost and expense, to the same condition in which it existed prior to the EXHIBITOR's occupancy thereof. If EXHIBITOR fails to return or restore said space or any other portion of the Event Center space, the Bay-Friendly Landscaping & Gardening Coalition or the Event Center, at their discretion, may do any and all things necessary in a timely manner to return or restore the rented space to its original condition. EXHIBITOR agrees to pay in a timely manner, any and all costs, fees, expenses and charges for such work, or to promptly reimburse Bay-Friendly Landscaping & Gardening Coalition or the Event Center upon receipt of an invoice therefore. EXHIBITOR shall not block any emergency exits.

3. USE OF EXHIBIT SPACE

EXHIBITOR may not sublet, assign, or apportion any part of the space allotted, or represent, advertise, or distribute literature for the products or services of any other firm or individual except as approved in writing by Bay-Friendly Landscaping & Gardening Coalition. The purposes of the exhibit are to inform and educate conference attendees about the Bay-Friendly and sustainable characteristics and uses of the products and services the EXHIBITOR represents. Cash and carry sales are permitted, but not required. If products are for sale, it is mandatory that the EXHIBITOR have a sales tax number from the State of California.

If already registered in the state, no further action is necessary. All exhibitors selling products are required to collect the sales tax and send it in to the State. Exhibitors who have questions regarding sales tax issues should contact the State of California Tax Service Center.

4. DISMANTLING

Exhibits may not be dismantled before show management officially closes the show floor. (This is not expected to occur until some time after 5 p.m. on September 17th, 2010.) Exhibits must be removed by

the EXHIBITOR from the premises at the adjournment of the Bay-Friendly Landscaping conference. EXHIBITOR's exhibit area and any vendor presentation room used by EXHIBITOR must be left broom clean by the EXHIBITOR at the conclusion of use. Any materials left in the exhibit area after 7 p.m. on September 17th, 2010 or in a vendor presentation room following the time allocated for EXHIBITOR's use of such room may be disposed of at the sole discretion of ASUC or Bay-Friendly Landscaping & Gardening Coalition. EXHIBITOR shall be liable for any cleaning, storage or handling charges resulting from the failure to remove exhibit material from the exhibit hall prior to the conclusion of the dismantling period as specified by Bay-Friendly Landscaping & Gardening Coalition.

5. BOOTH REPRESENTATIVES

EXHIBITOR's booth representatives shall be restricted to employees of the exhibiting companies or agencies (or volunteers of nonprofit organizations). EXHIBITOR's booth representatives should be able to answer conference attendees' technical or general questions on EXHIBITOR's products and/or services. All booth representative names shall be provided to Bay-Friendly Landscaping & Gardening Coalition and wear "EXHIBITOR" badge identification furnished by Bay-Friendly Landscaping & Gardening Coalition at all times. EXHIBITOR must keep booth staffed with at least one representative during the entirety of the conference.

6. PROPER CONDUCT

EXHIBITORS will employ no voice amplifiers of any kind. Sound level from any equipment of any kind must be kept within the confines of the booth and not add unduly to general acoustic inconvenience. EXHIBITOR may not use or demonstrate any equipment that is illuminated or noisy in any way as to be objectionable to surrounding exhibitors.

7. RESTRICTIONS OF ACTIVITIES

EXHIBITOR's activities must be confined to the contracted booth space and the vendor presentation room(s). No solicitation or distribution of materials outside of these spaces will be allowed. Any demonstration or activity that results in the obstruction of aisles or prevents ready access to nearby EXHIBITOR's booths shall be immediately suspended if so directed by Bay-Friendly Landscaping & Gardening Coalition.

8. CONFERENCE REGISTRATION

Admission to conference sessions is NOT included in EXHIBITOR booth fee. EXHIBITOR staff wishing to attend conference sessions must register and submit payment in advance.

9. EXHIBITOR REFRESHMENTS

Continental breakfast, beverages and lunch are provided to two EXHIBITOR representatives only. Food for additional booth staff can be purchased from Bay-Friendly Landscaping & Gardening Coalition in advance of conference.

10. EXHIBITOR CANCELLATION

If, for any reason, EXHIBITOR is unable to take possession of all or part of the exhibit space that is the subject of this agreement, the EXHIBITOR must do so in writing directed to Michelle LeBeau, Bay-Friendly Landscaping & Gardening Coalition, 2140 Shattuck Ave., #2100, Berkeley, CA 94704 or by email to michelle@bayfriendlycoalition.org. Bay-Friendly Landscaping & Gardening Coalition will refund fees based on the following schedule: Cancellation prior to May 2, 2010 — 50% of booth price; May 2, 2010 or after — 100% of booth price (no refund).