1. Payment and Refunds

Applications submitted prior to June 8, 2001 must be accompanied by a deposit in the amount of $250 of the total space rental charge. Applications received without such payment will not be processed nor will space assignment be made. The balance of the space rental charge will become due and payable on June 8, 2001.

Applications submitted after June 8, 2001 must be accompanied by payment IN FULL of the space rental charges. Applications received without such payment will not be processed nor will space assignment be made.

Cancellation of both space must be received in writing by Show Management. If Show Management receives a written request for cancellation of space before June 8, 2001, the exhibitor will be entitled to a refund. No refunds will be made after June 8, 2001.

It is expressly agreed by the exhibitor that in the event he fails to pay the space rental charge at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of the exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of the expiration of the term of the exhibit, the exhibitor shall immediately remove all goods and materials, trademarks, trade names, or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor’s display, parent or subsidiary companies are excepted. Exhibitors must be responsible for the good order and management of their regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor’s display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

4. Exhibitors Authorized Representative

Each exhibitor must name one person to be his representative in connection with installation, operation and removal of his exhibit space. Such person must be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and that the representatives of exhibitors exhibit space mannered and orderly at all times. For their own safety and protection, persons under the age of twenty-one (21) will not be admitted to the exhibit hall at any time.

5. Installation and Removal

Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be fully completed by the opening time of the exposition.

Any space not claimed and occupied prior to three (3) hours before the Show opening may be used by any other exhibitor for that same period of time. No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the Show.

6. Arrangement of Exhibits

Each exhibit is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of each exhibit space and standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform with such guidelines, provisions and limitations, the exhibitor shall be required to dismantle and re-arrange his exhibit and show manneb and orderly at all times. For their own safety and protection, persons under the age of twenty-one (21) will not be admitted to the exhibit hall at any time.

7. Exhibits & Public Policy

Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public welfare, including the laws and regulations in effect at the time of this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with such laws as to any individual exhibitor’s space, materials and operations is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting or covering, fire-proofed and all hangings must clear the floor. Bursting, loose or bottled gas is not permitted. Electrical wiring must conform with National Electrical Code Safety Rules. If inspection indicates an exhibitor has neglected to comply with these regulations, otherwise insecure fire, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at exhibitor’s expense.

Exhibitors shall comply with City and State fire regulations.

8. Storage of Packing Crates and Boxes

Exhibitors will be responsible for packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor’s responsibility to mark and identify his crates. Crates not properly marked or identified may not be returned to exhibitor. Show Management reserves the exclusive right to remove the contents of crates or boxes improperly labeled as ‘empty.’

If the exhibitor麒麟 any equipment, it is mandatory to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor’s expense. Exhibitors will be billed by the service contractor for removal time and materials at prevailing rates.

9. Operation of Displays

Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This right may be exercised to an extent incident to, but not limited to, an exhibit space indisposing or display of unsuitable material is determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called ‘barkers’ or ‘pitchmen’ is strictly prohibited. All demonstrations, activities or displays must be confined to the limits of the exhibitor’s space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

10. Social Activities

Exhibitors agree to withhold soliciting hospitality suites/rooms or other functions during official conference and trade show activities, including exhibit hours, social functions, educational seminars and any related activity scheduled by Show Management.

11. Liability and Insurance

All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall while in the control of Show Management, and/or his contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident or other cause, or any other losses. Should any claim be made by or against any exhibitor or any claim or demand, he may have against any of them by reason of any damage or loss of any property of the exhibitor or his agents, servants, employees, contractors, patrons, guests, licensees or invitees of or any other person entering upon the Premises leased hereunder, except as expressly assumed or provided for by insurance or other written agreements between Exhibitor and Show Management by virtue of any such litigation.

It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for their own loss or damage and liability for personal injury.

12. Indemnification

Exhibitor agrees that it will indemnify and hold show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to persons or property or to the extent that any such damage or injury may be incident to, arise out of, or be caused or contributed to, in whole or in part, by any negligence of, or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of or of any other person entering upon the Premises leased hereunder except as expressly assumed or provided for by insurance or other written agreements between Exhibitor and Show Management by virtue of any such litigation.

Property Damage Neither Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by fire, act of God, public enemy, riot, civil commotion or other insurable casualty, and damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by fire, act of God, public enemy, riot, civil commotion or other insurable casualty.

3. Care of Building and Equipment

Exhibitors shall comply with City and State fire regulations.

14. Americans with Disabilities Act

Exhibitors acknowledge their responsibilities under be Americans with Disabilities Act (hereafter referred to “Act”) to make their booths accessible to handicapped persons. Exhibitors shall also indemnify and hold Show Management, and/or the exhibitor for any claim for liability, expense, loss or damage which may be incident to, arise out of or be caused by Exhibitor’s failure to comply with the Act.

15. Other Regulations

Any and all matters not specifically covered by the preceding rules and regulations shall be subject to the discretion of Show Management, and/or the exhibitor for any claim for liability, expense, loss or damage which may be incident to, arise out of or be caused by Exhibitor’s failure to comply with the Act.

The Botanical Society of America is herinafter referred to as "Show Management."

• Albuquerque Convention Center • Albuquerque, New Mexico • Albuquerque Convention Center • Albuquerque, New Mexico

• Botany 2001 Conference • August 12-16, 2001 • Albuquerque Convention Center • Albuquerque, New Mexico

General Rules and Regulations