

## **TERMS AND CONDITIONS OF CONTRACT FOR SPACE**

**Important: please review this material carefully.**

**It contains information that will help us to facilitate a successful show experience.**

### *PAYMENT*

Payment for booth space is required to be paid in full 30 days prior to the Home Show event. The Exhibitor hereby agrees to pay for the right to use said space at the current rate quoted, in Canadian Funds. Deposits on booths will be deemed as an agreement to rent the space and shall be binding upon the parties hereto and their respective executors, successors and assigns.

If complete payment has not been received by the set deadline of 30 days prior the Show, the Exhibitor waives all rights to the space contracted, and the Licensor (herein referred to as 'Show Management'), will not guarantee the agreed upon space at the requested location, specified in the contract, and the Exhibitor shall remain liable for all payments due to become due hereunder (the indebtedness).

If the Exhibitor fails to make any of said payments when due, or breaches any condition contained herein, this agreement, at the option of Show Management, shall terminate and in such event all rights of the Exhibitor hereunder shall cease and terminate, provided the Exhibitor shall remain liable for all payments due to become due hereunder (the indebtedness). Upon such termination, the Exhibitor, in addition to and without prejudice to any other remedy available to Show Management, shall be entitled to retain any payments made hereunder and apply same on account of the indebtedness and may, but is not obligated to, thereupon relicense said space. If Show Management fails to license all available space for the show for a fee, then the Exhibitor shall be liable for any balance of the Indebtedness still owing after such application.

### *CANCELLATION*

Booth space must be cancelled in writing and must be submitted no later than 30 days prior to the event. Cancellations received after 30 days will unfortunately NOT be eligible for a refund. All cancellations are subject to a 25% administration fee.

### *EXHIBIT SPACE*

Show Management agrees to provide a standard display booth. Carpet/table/electricity can be ordered via the Sudbury Home Show Booth Application Form, but ultimately are the sole responsibility of the Exhibitor, unless otherwise offered. Exhibitors will be responsible for the setup of their own exhibit. The Exhibitor agrees to confine its activities to the exhibit space and agrees to ensure no encroachment into aisles, walkways, or other booth areas. At the request of Show Management, the Exhibitor shall provide a general layout of the space. Exhibitors are prohibited from nailing and/or screwing displays into the floor.

### *SAFETY REGULATIONS*

All materials must be flame-proof and pass inspection by all designated authorities. Electrical and gas equipment used or exhibited, must conform to the requirements of all electrical, gas, and fire regulatory authorities, or any other Federal, Provincial or Municipal authority, board or commission having due jurisdiction in the location of the Show covered by this Agreement. Table coverings must be of fire-retardant material. All booths and materials will be inspected and must pass said inspection completed by the Fire Marshall (or his/her designate) prior to the Show opening. Failure to pass the Fire Marshall's inspection will prohibit the Home Show from commencing until the Fire Marshall passes inspection on said booth(s). At no time may any Exhibitor, exhibit, or any persons or object, or any other item block emergency exits at any time.

### *ASSIGNMENT AND SUBLETTING*

The use of said space shall be subject to the rules and regulations appearing in these Terms and Conditions, in the Exhibitor's kit, and to all further rules and regulations now or hereafter adopted for the conduct of the Sudbury Home Show, which are hereby made part of the Agreement and to which the Exhibitor agrees strictly to conform.

The company indicated in the contract is the only company that shall exhibit in the space provided. Contracts therefore, must be made out in the Licensee Exhibitor's name. No other name shall appear in the space.

The Exhibitor shall not assign this license, sublet, or license the whole, or any part, of the space hereby contracted for without the prior written permission from Show Management. Only the registered Exhibitor/Licensee is authorized to exhibit in the space as noted.

#### *EXHIBITOR CONDUCT*

The Sudbury Home Show reserves the right to absolute discretion to allow or to refuse any request from individuals or companies wishing to exhibit in the show if, in judgment of the Show Management, the exhibit or proposed exhibit should in any respect be deemed unsuitable. The above reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogues, and anything else without limitation, which affects the character of the exhibit. The Exhibitor will not obstruct or hinder Show Management in preventing or removing forthwith any matter, conduct, or thing which it considers objectionable and/or is deemed to affect the character of the exhibit.

In the event that Show Management determines the conduct of any exhibitor, its employees, agents or servants or part of any exhibit is not in keeping with the character of the Sudbury Home Show, Show Management may at any time, without notice, terminate the contract for space entered into with said exhibitor. With or without process of law, Show Management may remove the exhibitor, its employees, agents, servants and all of the property of the exhibitor from the space contracted from the event location. No exhibitors shall have any right or claim against the event location or Show Management on account of any action so taken. The determination of Show Management as to the suitability of any exhibitor, exhibit or proposed exhibit, or as to whether any exhibit, or the conduct of any person, is in keeping with the character of the exhibition, shall in each instance be final.

The Exhibitor must confine all exhibit activities to within their allocated space. Soliciting, advertising or demonstrations for any purpose are not permitted in the aisles, in other exhibitor's booths, at any building entrance/exit, or anywhere on the grounds of the event location. The aisles, passageways and overhead spaces remain strictly under control of the Show Management. Mascots may be permitted with prior approval from Show Management. At the request of Show Management, the Exhibitor shall provide a general layout of the space.

Undue noise or unseemly methods of demonstration made in the operation of exhibits will not be tolerated. The decision of what constitutes undue noise or unseemly methods rests exclusively with Show Management.

Exhibitor shall not make false or malicious statement(s) that may injure the professional reputation of another exhibitor.

#### *PARKING*

Exhibitors may receive one parking pass to enter the back lot. *Limited availability.*

During Home Show hours Exhibitors will require a parking pass to enter the back lot of the event premises. Sorry, there are no exceptions, and access to the back lot will not be granted without a parking pass. Exhibitor parking is also available in the parking lot located between Golden Grain Bakery and Minto Street. Public parking is available at no cost in the Train Yard located on Elgin Street.

#### *MOVE IN*

The Exhibitor will take possession of the space during move-in hours as scheduled by Show Management. The Move In Schedule will be provided Exhibitors must commence setting up the exhibit at least four (4) hours prior to the opening of the show and must be completed one (1) hour prior to the show. Otherwise, the exhibitor may be denied entry to the exhibit space. No set up of any kind is allowed during show hours. Please do not arrive earlier than your scheduled move in time. No children or pets are allowed in the event premises during move in.

#### *MOVE OUT*

All exhibits must be removed by 9:00PM on the last day of the show. Absolutely no take down or removal of an exhibit is permitted prior to the closing of the show at 4:00PM on Sunday. Please do not arrive later than your scheduled move out time. No children or pets are allowed in the event premises during move out.

#### *REMOVAL OF GOODS*

Under no circumstances shall any portion of any exhibit be removed from the premises during the continuance of the Home Show exhibition without prior written permission of the Show Management.

The Exhibitor will ensure that all exhibits, equipment, and appurtenances, are removed from the Show premises on the date and time specified as "Exhibit Removal Deadline", located in "Information for Exhibitors". Show Management shall be

entitled to remove all exhibits, equipment, and appurtenances of the Exhibitor to any place of storage in the event that the Exhibitors fail to remove by said deadline. The Exhibitor shall bear all costs of such removal or storage, and the Exhibitor shall be liable for all additional charges or damages assessed against the Show Management for or by reason of all such property of the Exhibitor left on the Show premises or their environs after such deadline.

#### *SECURITY*

The Exhibitor will hold Show Management harmless from any damages, expenses, or liability arising from any injury or damage to any person, including the general public, the Exhibitor, its agents, servants or employees or to the property of the Exhibitor or others, occurring either in the space occupied by the Exhibitor or elsewhere, arising out of its occupancy hereunder, or anything connected with said occupancy.

All property used or exhibited is at the sole risk of the Exhibitor, and the Show Management will not assume any responsibility for the safety of the exhibits against theft, robbery, fire, accidents or for any cause whatsoever, or for bodily injury or damage to property caused by the operations of the Exhibitor.

The Exhibitor understands and agrees that Show Management shall assume no responsibility for representations or warranties given by the Exhibitor or the public in regard to its products or services, or for transactions or contracts between the Exhibitor and the public, or for any losses or damages arising there from.

#### *EXHIBITOR INSURANCE*

Neither Show Management nor the event location will accept responsibility for any injury to persons, loss of, or damage to, products, exhibits, equipment or decorations, by fire, accident, theft, or any other causes while in the building. Exhibitors, or their agents, must provide adequate (minimum \$2,000,000.00) valid insurance naming The Sudbury & District Home Builders' Association as additional insured for the Sudbury Home show at the Sudbury Community arena on the dates of the Show, prior to the event to Show Management for their own personnel, the public, exhibit space, and materials against all such hazards or will be prohibited from exhibiting at the Show.

#### *BOOTH CONSTRUCTION AND FINISH*

Each Exhibitor shall be restricted to showing only those goods described in this agreement, and shall confine its exhibit, activities and operations to the licensed space. In the event of the failure of the Exhibitor to utilize all its space to the satisfaction of Show Management, it may at any time after the opening hour allot any vacant space to such other applicant as it may deem proper. Show Management reserves the right to relocate Exhibit space as it may deem necessary, in its sole discretion, for the overall benefit of the Show. Show Management is not in a position to guarantee product exclusivity in the Show. Where the Exhibitor provides their own booth and signage, these must conform throughout the period of the entire event for the following: all booths will have appropriate flooring and finished walls on all sides if they are open and visible to the public. Booth dimension have been provided and any decorating, carpeting, furnishings, or any promotional signs or material extending beyond 8 feet is prohibited. Whether the display conforms will be at the discretion of Show Management.

#### *UNOCCUPIED SPACE*

Should any rented space remain unoccupied on the opening day or at any time thereafter, Show Management reserves the right, to rent or occupy this space as they so choose.

#### *PREVENTION OR INTERRUPTION OF USE OF PREMISES*

In case the premises are destroyed or damaged by fire or the elements, or by any other cause, or in case any circumstances whatsoever, including strikes, shall make it impossible or impractical for Show Management in its sole discretion to permit any Exhibitor(s) to occupy the premises, the Exhibitor or Exhibitors shall pay for space only for the period that the space was or could have been occupied by such Exhibitor(s), and Show Management is released from any and all claims for damage which might arise in consequence thereof. In the event that, for any reason, the Home Show is not held as proposed, Show Management, on refunding the moneys received from and Exhibitor(s)

***This agreement shall be binding upon the parties hereto and their respective executors, successors, and assigns.***