

# TERMS & CONDITIONS

**1. The word "Sponsor"** as used herein shall mean the Sponsoring organization, association or institute or its officers, agents or employees managing the exhibit.

**2. Eligible Exhibit.** The Sponsor reserves the right to determine the eligibility of companies or products for inclusion in the event.

**3. Indemnity/Limitations of Liability.** Exhibitor assumes full responsibility for and hereby agrees to protect, indemnify, defend and hold Sponsor, the Exhibit Hall/Venue, and all employees, agents representatives, principals, Sponsors and guests of Sponsor and the Exhibit Hall/Venue harmless against any and all claims, causes of action, losses, judgments and damages to person or property, governmental charges or fines arising out of or caused by or resulting from, in whole or in part, Exhibitor installation, removal, maintenance, occupancy or use of Exhibitor Space or the Exhibit Hall, or any portion thereof, or any other act or failure to act on the part of Exhibitor or any of its employees, representatives, agents, independent contractors, guests or any other person acting or purporting to act on behalf of or for the benefit of Exhibitor. This indemnity shall extend to and include all costs and attorneys' fees incurred in defending against or responding to any such claim

**4. Defacing of Building.** Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls, or to the standard booth equipment, or for damages caused in any other manner. Exhibitors may not apply paint, Lacquer, adhesives or any other coating to building walls, floors and doors or to booth equipment provided by the show decorator.

**5. Exhibit Installation.** Day before show is the check-in deadline. **NO MOVE IN or SET UP ALLOWED OPENING DAY OF SHOW.** Exhibits must be fully assembled and installed by 10pm the day prior to event. Exhibits not fully assembled by 10pm day before event will incur a **\$200.00 fee.** If work has not commenced on installation by 9pm, Sponsor reserves the right to have the exhibit installed at the expense of the Exhibitor. Show space may be relinquished when Exhibitor is noncompliant with set up day & time + **\$200.00 fee.**

**6. Exhibit Dismantle.** Only after show closes. **DISMANTLING of EXHIBIT BOOTH is PROHIBITED PRIOR TO SHOW CLOSING.** A minimum of \$200 fee will be assessed and charged for removal or dismantling of any portion of the display prior to the show closing. Exhibitor property must be removed from show venue by Noon the day after the show closes. Failure to adhere to removal deadline may cause assessment of \$200 + daily fees for facility rental, storage and handling. Sponsor is not liable for loss or damage of Exhibitor property not removed by deadline or at any other time.

**7. Display Dimensions.** With the exception of island and peninsula booths, maximum exhibit height is 8 feet with no more than 4 feet from the back of exhibit. Exhibitors in island and peninsula spaces wishing to go beyond the 8 foot height must submit display sketch for management approval. Where an unfinished portion of an exhibit is exposed, the offending surface must be presentable at the expense of the Exhibitor. (see Exhibitor Kit for illustration)

**8. Sound & Lighting Devices.** The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside the confines of the exhibit booth. No Strobe lights.

**9. Rejected Displays.** Exhibitor agrees that exhibit shall be admitted and remain from the date and day solely in strict compliance with these rules. The Sponsor reserves the right to reject or prohibit any exhibit in whole or in part, or any Exhibitor or his representatives with or without given cause; if cause is not given, liability shall not exceed the return to the Exhibitor of the rental amount unearned at the time of rejection. No rental rebate if exhibit or Exhibitor is rejected for violation of these rules or any other reason

**10. Insurance.** Fire, theft & liability insurance, if so desired, must be taken out by each Exhibitor at his own expense.

**11. Exhibitor Representative's Responsibilities.** Exhibitor must designate one person as representative for installation, operation and removal of exhibit. Representative shall be authorized to enter into such service contracts as may be necessary and for which the Exhibitor shall be responsible.

**12. Solicitation. Only within assigned exhibit space.** Soliciting outside of booth space is prohibited and cause to close the exhibit. Costs to dismantle/store exhibit is charged to the Exhibitor. No refund granted. Sponsor is not responsible for loss or damage to property. **Active and/or passive soliciting licensing fees apply as posted.**

**13. Product Selection.** Exhibitor will display only products listed on Reservation. Products not listed will be immediately removed. Noncompliance will result in booth closure with no refund.

**14. Labor.** Exhibitors must comply with union work rules where applicable. Union labor will be made available.

**15. Rescheduling of Events Policy.** In the event that the Exhibit is booked in a public sport stadium or convention center, certain events can pre-empt the Exhibit, i.e. acts of God, police action, Government emergency use of buildings, major sports events discretion of management, etc. If the Exhibit is not held within 465 days of the original dates all exhibit fees will be returned.

**16. Exhibit Logistics.** [www.thehomeshow.com](http://www.thehomeshow.com) OUR EXHIBIT KIT includes detailed exhibit information. EXHIBIT Kits will not be mailed and must be downloaded from our website. The online Kit contains information and forms for electrical services, health permits & rental items + exhibit set up hours and show hours, etc. Exhibitors may request a mailed EXHIBIT KIT.

**17. Attendance.** The Sponsor shall have sole control over attendance policies at all times.

**18. Sub-Leasing.** Exhibitors may not sub-let their space, nor any part thereof. Furthermore, sales leads acquired at Exhibitor's space may only be used by the contracted Exhibitor for marketing the approved product/service and may not be sold, rented or transferred without written approval VIA LICENSE BY SHOW MANAGEMENT. **MINIMUM FEE \$5,000.00**

**19. Guards.** The Sponsor employs reputable guards for the event. The Guards protect the general exhibit against fire or other catastrophes. Neither the Sponsor, Exhibition Management nor the owner or lessees of the exhibit premises assume any responsibility for Exhibitor i.e. personal property. It is suggested that Exhibitor insure themselves and their property against loss, theft and injury.

**20. Fire Safety Laws.** Federal, State and City Laws must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriters rules. Smoking in exhibits is forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibit. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. See Exhibit Kit for additional fire regulations.

**21. Amendments to Rules.** Any and all matters or questions not specifically covered by the preceding rules and regulations shall be subject solely to the decision of the Sponsor. These rules and regulations may be amended at any time by the Sponsor and all amendments so made shall be binding legally on Exhibitors equally with the foregoing rules and regulations.

**22. Exhibitor Cancellation or No Show.** 50% of the total exhibit space cost is due upon assignment of space. In the event of cancellation, Exhibitor deposit is not refundable. 60 days prior to the exhibit, the total exhibit space cost is due. In the event of cancellation or No Show, Exhibitor remains liable for payment of all fees.

**23. Acts of God, Fire, Strikes, Etc.** In the event that any outside cause, such as war, fire, strike, or other emergency, prevents the Exhibition being held, the Exhibition Management may retain such part of Exhibitor rental as shall be required to compensate management for expenses incurred up to the time such contingency shall have occurred.

**24. Compliance With Laws.** EXHIBITORS MUST COMPLY WITH ALL LAWS, RULES, REGULATIONS, AND ORDINANCES IN FORCE.

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ X

SIGNATURE: \_\_\_\_\_ X

NAME PRINTED: \_\_\_\_\_ X