

# CANADIAN HOME BUILDERS ASSOCIATION SOUTH OKANAGAN (CHBA S.Ok.)

## HOME SHOW CONTRACT - EXHIBIT RULES & REGULATIONS

1. **CONTRACT FOR SPACE RENTAL** - This request for space, the notice of acceptance and space assignment by CHBA S.Ok. shall form a valid contract when duly authorized agents of both the exhibiting firm and CHBA S.Ok. have affixed their signatures. If payment is not received within the prescribed time limit, the contract is considered void and the space will be reassigned to another applicant. No refund will be made for space that is not used or for space that is unused during any portion of the Show hours. Should space remain unoccupied 2 hours before the opening of the Show, CHBA S.Ok. may rent or use it for other purposes without obligation of refund (NO EXCEPTIONS).
2. **ALLOTMENT OF SPACE** - The allotment of space shall be at the discretion of CHBA S.Ok. In all cases CHBA S.Ok. reserves the right to reject or accept conditional applications at any time.
3. **USE OF SPACE** - The space contracted for is to be used solely for the Exhibitor whose name appears on this application and only for those products as listed on the Exhibit Space Application. The Exhibitor agrees the allotted space shall not be assigned, shared, subleased in whole or in part except by WRITTEN approval of CHBA S.Ok.
4. **PAYMENT SCHEDULE & SPACE CANCELLATION** - A non-refundable deposit of 50% per booth is due with the application. An application not accompanied with the proper deposit will not be considered. The total exhibit rental fee will be due and payable as per the date shown on the application. Failure to comply with the due date may result in the loss of space reserved. Upon acceptance of this application by CHBA S.Ok. it shall be a legally binding contract between the Exhibitor and CHBA S.Ok., providing that either party may cancel this contract on condition the WRITTEN NOTICE of such cancellation is received by the remaining party. There is no refund for booth rental fees, whether or not the space is resold.
5. **STAFFING OF EXHIBITS** - Exhibits shall be manned by agents of the Exhibitor during all times when the Show is officially open. Frequent or flagrant violations of this regulation can result in the Exhibitor being barred from future participation in the Show.
6. **DAMAGE & LIABILITY** - The Exhibitor is responsible for all damage caused by them to the Exhibit Facility, Show Property or Display Equipment. Exhibitors are responsible for all damage caused to same from any cause whatsoever and shall become financially responsible to the Penticton Trade & Convention Centre or CHBA S.Ok. The CHBA S.Ok. assumes no liability for loss or damage through any cause of goods, exhibits or other materials owned, rented or leased by the Exhibitor. The Exhibitor shall indemnify the Penticton Trade & Convention Centre and CHBA S.Ok. against, and hold them harmless from, any complaints, suits or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of display space.
7. **INSURANCE** - The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to the CHBA S. Ok. For the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name CHBA S.Ok. as additional insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of the CHBA S.Ok. the Exhibitor shall provide the CHBA S.Ok. with a copy of such policy.

The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any clam or demand or take any legal action, whatsoever, against CHBA S.Ok. the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers directors, agents, representatives, and employees or their respective property.

Neither CHBA S.Ok. nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods exhibits or other materials owned, rented or leased by the Exhibitor.
8. **RESTRICTIONS** - The Exhibitor shall comply with all Federal, Provincial and Municipal Laws and ordinances. CHBA S.Ok. reserves the right to restrict exhibits which, because of noise, method of operation, creation of safety hazards or any other reason, become objectionable or otherwise distract from or are out of keeping with the character of the Show as a whole. Booths must be manned at all times during official Show hours. Booths must be maintained in a neat and orderly manner throughout the Show. Preparation and/or serving of food or beverages of any kind without written permission of CHBA S.Ok. is prohibited.

CHBA S.Ok. may forbid any installation or activity which, if continued, departs substantially from the purpose and character of the Show. In the event it becomes necessary to restrict any installation or activity or to evict an offending Exhibitor, CHBA S.Ok. is not liable for any refund of exhibit space rental or any other expenses incurred by the Exhibitor.
9. **INTERPRETATION & ENFORCEMENT** - These conditions of contract, display rules and regulations have become a part of the contract between the Exhibitor and CHBA S.Ok. The CHBA S.Ok. has full power of interpretation and enforcement of these rules and may amend them at any time. All matters in question not covered by these regulations are subject to the decision of CHBA S.Ok., and all decisions so made shall be binding on all parties affected by them as by the original regulations. It is the responsibility of the Exhibitor or his designated representative to familiarize himself with all rules and regulations since ignorance of the rules is not an acceptable reason for failure to comply. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of CHBA S.Ok. conduct themselves unethically may be dismissed from the exhibit without refund or other appeal.