



# 2019 SUNSHINE HOME & GARDEN SHOW

## Medicine Hat, Alberta

Friday, March 1, 2019: 12:00pm -9:00pm

Saturday, March 2, 2019: 10:00am-6:00pm

Sunday, March 3, 2019: 11:00am-4:00pm

## EXHIBITOR PACKAGE

- ✓ Exhibitor Contract
- ✓ Terms & Conditions
- ✓ Refund Policy
- ✓ Insurance Form
- ✓ Wifi/Analog Order Form



# 2019 SUNSHINE HOME & GARDEN SHOW

## EXHIBITOR CONTRACT – FORM #2

EXHIBITOR'S DESCRIPTION & PAYMENT FORM

### BOOTH SELECTION

#### Returning Exhibitors from the 2018 Show:

Are offered First Right of Acceptance (FRA) to reserve their same booth space/location based on the following conditions:

- a) The exhibitor is in good standing with the Medicine Hat & District Chamber of Commerce
- b) The Exhibitor Contract & 50% deposit for the 2019 show must be received by the FRA date of June 20, 2018. (if not your space will be released)

#### New Exhibitors and Returning Exhibitors from the 2018 Show Who Want to Change Booth Locations:

Can choose their booth location from what remains beginning June 21, 2018. First-come first-served basis.

Preferred Booth Number: 1<sup>st</sup> Choice \_\_\_\_\_ 2<sup>nd</sup> Choice \_\_\_\_\_ 3<sup>rd</sup> Choice \_\_\_\_\_

### COMPANY NAME TO BE PRINTED ON EXHIBITOR BADGES & ALL \*PRINTED MATERIALS

*\*Pending print deadlines. Deadline for guaranteed inclusion in the 2019 Sunshine Home & Garden Show Guide is February 15, 2019. Booths booked after this date may not be included in the Exhibitor listing of the show guide.*

### EXHIBITOR DESCRIPTION

Please supply a description & pricing information of the products/services you wish to display in your Booth. Only those items described below, and approved by the Show Management will be permitted to be displayed at the Show. Prices cannot be changed at the show.

**Exclusivity is determined upon separate negotiations and fees between the Show Management and the Exhibitor.**

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

QUESTIONS	PLEASE CHECK ONE	PLEASE DESCRIBE
Will you be SAMPLING any products?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will you be RETAILING any products?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will you be conducting a draw or giving away prizes?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will you be offering any services? If Yes, what will you be charging for these services?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will you be doing any in-booth demonstrations?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**AGREEMENT:** I/we agree to pay the Medicine Hat & District Chamber Of Commerce \$ \_\_\_\_\_ including GST for Exhibitor Booth Space and other Advertising and Promotional Charges for the 2019 Sunshine Home & Garden Show to be held on March 1-3, 2019. **I have read and agree to abide by this Contract, Contract Form #2 and the Terms and Conditions Agreement** all of which form a part of this Contract, including all payment terms, timelines and cancellation policy. Bookings made by December 31, 2018 require a 50% deposit of the total amount payable upon submission of this contract. Bookings made after December 31, 2018 require full payment. Please be advised that booth space will NOT be confirmed without the required deposit and submission of a signed contract and no Exhibitor will be permitted exhibit space or part of exhibit space until rental of the space has been paid in full. Cancellation must be received in writing by show management no later than December 31, 2018 at 4:30pm for refund of total payments made, less 25% admin fee of total amount payable. No refunds will be provided for cancellations made after December 31, 2018. Furthermore, I/we agree that shall I/we move out, tear down OR vacate my exhibit booth prior to 4:05 PM on Sunday, March 3, 2019, I/we agree to pay a \$500.00 FINE. I/we hereby authorize the Show Management to publish my company information as stated in all publications and/or media related to the Show.

EXHIBITOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**- TERMS & CONDITIONS -**

**These TERMS AND CONDITIONS are part of the EXHIBITOR CONTRACT for**

**2019 Sunshine Home & Garden Show**

**From herein, the Medicine Hat & District Chamber Of Commerce & CHBA 2019 Sunshine Home & Garden Show will be referred to as *Show Management*, the participant and/or exhibitor will be referred to as the *Exhibitor* and the event and/or Sunshine Home & Garden Show will be referred to as the *Show***

---

1. **SHOW DATES** - Friday March 1, Saturday March 2 & Sunday March 3, 2019
2. **SHOW HOURS** hereinafter the '**Show Hours**'. Exhibitor access is one (1) hour prior to Show Hours.  
Friday – 12:00 PM – 9:00 PM Saturday – 10:00 AM – 6:00 PM Sunday – 11:00 AM – 4:00 PM
3. **LOCATION** - Cypress Centre, Medicine Hat Exhibition and Stampede located at 2055 – 21st Avenue SE. Medicine Hat, Alberta, T1A 7N1
4. **MOVE-IN DATE** - Thursday, February 28, 2019 from 9:00 AM – 8:30 PM
5. **MOVE-OUT DATE** – Sunday, March 3, 2019 at 4:05 PM – 9:00 PM (As per 13F)
6. **SPACE RATE** - As listed on contract.
7. **EXHIBIT SPACE RENTAL INCLUDES** - One standard draped booth with 8 ft. high and 10 ft. wide drapes with 3 ft. drapes on each side. 1 skirted table (6 ft/8 ft.), 2 chairs, Power, 2/4 Exhibitor Badges and Exhibition Security. Excludes electrical lighting and any other materials, such as signage, hanging signage, handling, uncrating, assembly or spotting. Exclusivity is determined upon separate negotiations and fees between Show Management and the Exhibitor.
8. **TERMS OF PAYMENT**
  - A. **METHOD OF PAYMENT** –Cash, Debit, Cheque, Visa, MasterCard, will be accepted.
  - B. **DEPOSIT** – Bookings made by December 31, 2018 require a 50% deposit of the total amount payable upon submission of this contract. Bookings made after December 31, 2018 require full payment. Please be advised that booth space will NOT be confirmed without the required deposit and submission of a signed contract and no Exhibitor will be permitted exhibit space or part of exhibit space until rental of the space has been paid in full. Cancellation must be received in writing by show management no later than December 31, 2018 at 4:30pm for refund of total payments made, less 25% admin fee of total amount payable. No refunds will be provided for cancellations made after December 31, 2018.
  - C. **CANCELLATION of Space** must be received in writing to the Show Management NO later than December 31, 2018. Full payment will be refunded less a 25% administration fee. If cancellation is made after, December 31, 2018, the Exhibitor is liable for full payment of the Space rental under this Contract.
  - D. Except otherwise stated in the Agreement, all monetary amounts referred to in the Agreement are in Canadian dollars.
9. **GENERAL RULES** hereinafter the "**Rules and Regulations**"
  - A. All aisles must be clear of Exhibits, interview, demonstrations, Signage and distribution of literature. No canvassing, solicitation of business or conference in the interest of business except by Exhibiting Firms is allowed.
  - B. The Exhibitor agrees to abide by these Rules and Regulations and any other Rules and Regulations that may be adopted by Show Management at any time prior to or during the Show.
  - C. The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the Show and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated.
  - D. All combustible exhibit and display materials must be flame proofed. Explosive materials are NOT allowed on the premises. Vehicles may not be operated on the premises during Show hours. Gas tanks must not be more than one-quarter full of gas. Tank openings must have a secure cap and be taped to prevent fumes from escaping. Battery cables must be disconnected and taped to prevent contact.
  - E. All rules, regulations and codes pertaining to public buildings, liquor, food, health, fire, city ordinates, safety and electrical, both provincial and municipal, must be adhered to.
  - F. Use of audiovisual equipment will be permitted only where appropriate to the display, provided sound is maintained at not more than "conversation" level. The Show Management reserves the right to restrict the Exhibitor's use of sound and other devices, which may interfere with the best interests of the Show.
  - G. No damage of any nature may be done to the booth structures or any part of the building. Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors. The Exhibitor agrees that it will be solely responsible for all damages.
  - H. The Show Management reserves the right to photograph and/or videotape the events and images of the Show and reproduce these images for future promotional purposes.
  - I. During Show Hours, all electrical panels must be accessible to the Show Management, and other contractors' staff. These areas must be clear at all times, all boxes, storage bins, jackets, etc. must be stored in your booth area away from the electrical panels/outlets.
  - J. All goods shipped to the Show must be clearly marked with the name of the Exhibitor and the number of his/her space. Goods must not be shipped to the Show for shipping charges to be paid on the arrival as these will not be accepted by the Show Management. The Exhibitor will not hold show management liable for any loss, damage or injury to any property that is shipped/delivered to show management or the show by an exhibitor
  - K. The Exhibitor agrees that no helium balloons will be used in their booths or given out. The Exhibitor agrees to pay \$75 per hour to remove any helium balloons the Exhibitor brought to the Show.
  - L. The Exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between the Show Management and companies operating in the building in which the show will take place and to observe the labour laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with his/her display which may be in violation of the regulation of the Canadian Fire Underwriters Association or any other similar body.
  - M. The Exhibitor shall undertake to maintain qualified personnel in its display during show hours and undertake to remain OPEN AT ALL TIMES during Show Hours. Each personnel must wear an exhibitor badge at all times.
  - N. The Show Management shall have full power in the interpretation and enforcement of all Rules and Regulations and the power to make such amendments and additional rules and regulations as considered necessary for the proper conduct of the Show including booth placement.
  - O. The Exhibitor agrees that no food or beverages that are in direct competition with the facility concession will be made available for sale, sample or giveaway. As per facility regulations, no open popcorn is permitted to be made available for sale, sample or giveaway.
  - P. The Exhibitor agrees to remove all booth related material within the timeframe set by the show management OR they agree to pay any costs and fees associated to the noncompliance, including, but not limited to facility rentals.
10. **ZERO TOLERANCE**
  - A. Any harassment, abuse or disrespect from an exhibitor towards Show Management, staff, volunteers, or exhibition staff or its agents will not be tolerated and shall result in removal from the show/premises without compensation or refund of any and all fees and charges. Zero Tolerance Policy is in effect.
  - B. Any harassment, abuse or disrespect from an exhibitor towards other exhibitors or consumers will be dealt with by Show Management and may include removal from the show/premises without compensation or refund of any and all fees and charges if deemed necessary.
11. **INSURANCE**
  - A. The Exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date, a policy of insurance acceptable to Show Management. The policy of insurance shall name the Show Management as co-insured and insure the Exhibitor against

all claims of any kind arising from or in any way connected with the Exhibitors presence or operations of the Show. Policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of Show Management, the Exhibitor shall provide the Show Management with a copy of such policy.

**12. WAIVER OF LIABILITY AND INDEMNITY**

- A. The Exhibitor agrees that it will be solely responsible for any and all damages or losses (whether direct, indirect, general, special, consequential or otherwise) which may occur to the Exhibitor, its agents, employees, or visitors to its exhibit and their goods, materials, no matter how caused, excepting only damages or losses that are the direct result of Show Management's gross negligence. The Show Management will provide security guards from the beginning of move-in, throughout the Show period, until the completion of move-out on a 24-hour a day basis, but the furnishing of this service is in NO case to be understood or interpreted by the Exhibitor as guaranteeing them against loss or theft. **YOU MUST INSURE YOUR OWN GOODS AND LIABILITY.**
- B. The Show Management will NOT be held liable for any loss, damage or injury, howsoever, caused to The Exhibitor, its employees or agents or their property. The Exhibitor agrees to indemnify, defend and hold harmless, the Show Management, Show sponsors, Show facility owners and all of their employees, directors and agents against all claims, costs and charges of any kind resulting from occupancy of the exhibit space or its environment, including but not limited to, any personal injury, death, property damages or any other damages sustained by the Exhibitor, its employees, or visitors to the Show.
- C. In the event the building should be destroyed by fire or the elements or if any circumstances whatsoever should occur which might make it impossible or difficult for Show Management to permit Exhibitors to occupy the premises or if the Show is cancelled, the Exhibitor shall pay for space only for the period the space was or could have been occupied by such Exhibitor, and the Show Management will be in no way responsible for any claim or damage, which might arise in consequence thereof. A refund of all monies received from the Exhibitor will be made by Show Management in the event of this show not being held as proposed, and the Show Management shall be released from any and all claims for damages or otherwise.
- D. Exhibitor is liable for any damage caused to standard booth equipment, or to any other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesive or other coating to standard booth equipment.

**13. ASSIGNMENT AND CO-SPACE**

- A. No exhibitor shall (without the written consent of the Show Management), share their booth space with any other exhibitor or person, or assign, sublet or apportion the whole or part of the space assigned to any other exhibitor or person. The exhibitor remains fully responsible and liable under its contract for all activities of any person occupying or using its space. The exhibitor shall not, without the written consent of Show Management, represent any other firm, corporation or individual, or advertise, distribute literature concerning, or offer for sale, the product of any other firm, corporation or individual, except as specified in its contract for space. Exhibitors wishing to share booth space must get written consent from Show Management. Depending on the type of 'shared' space, the following conditions apply:
  - i. **Décor or Prizing:** Exhibitors may display product provided by another firm, corporation, or individual for the purpose of booth décor, or prize draw. Details including product, product details, where to purchase, contact info, etc. is not permitted. Simple signage no larger than 8.5" x 11" thanking or mentioning contributor(s) will be allowed, upon approval of Show Management.
  - ii. **Co-Space:** When more than one firm, corporation, or individual is represented in a booth space, this is considered Co-space. Co-Space is only available in 10x10 or larger booth space and must be pre-approved in writing by Show Management. No more than two firms, corporations or individuals may share a booth space, regardless of size. Upon approval, there will be an additional 250.00 co-space fee to accommodate the second firm, corporation or individual. Both parties in the shared space must agree to and abide by the signed contract, terms of reference, conditions, etc. Both parties will be listed in the show guide, but will share all other booth inclusions, name badges, etc.

**14. BOOTHMANSHIP**

- A. The Exhibitor agrees not to do anything to the displays directly or indirectly connected with the display that would be in violation of any laws, bylaws, ordinances or regulations of government or of regulatory body.
- B. The Exhibitor agrees to occupy the entire Exhibit Space during the full term of the Show and to exhibit or sell only products described in the Contract in their booth Space.
- C. It is the right of the Show Management to express good opinion and relocate Exhibitors and Exhibits to maintain the character and/or good order of the Show.
- D. The Show Management retains the right to restrict, exclude or evict exhibitors or exhibits, which, because of their method of operation, become objectionable or in the opinion of the Show Organizers detract from the general character of the Show, or if it fails to comply with any of these terms and conditions. This includes person, things, printed matter, products, or anything else the Show Management judges to be objectionable. In the event that the above mentioned becomes necessary, the Show Management will retain the rent paid as liquidated damages for breach of this agreement.
- E. The Exhibitor agrees to display only products that are outlined on Contract Form #2. The Exhibitor agrees that NO product will be exhibited, parked or stored except in the exhibit space contracted and paid for.
- F. All exhibits must remain intact until the close of the Show. If you should move out tear-down or vacate your exhibit booth prior to closing time you will be fined a fee of \$500. The Exhibitor shall maintain a responsible individual or individuals in the leased space at all times during the Show Hours, and ensure that they are familiar with the Terms and Conditions AND all the Rules and Regulations of the Show. All exhibitors who do not move out in the allotted time will be required to pay any additional facility rental fees charged to the Show Management.
- G. If your display is pre-fabricated and exceeds the height restriction please advise the Show Management so special location can be arranged. The Show Management must approve all signage.

**15. DEMONSTRATION AND SAMPLING**

- A. Sampling, demonstrations and the distribution of information must be complimentary to all conditions unless pre-approved in writing by the Show Management and done within the confines of your exhibit area and in such a manner that the aisles are not blocked or the flow of traffic restricted. All other circulations and occurrence will be considered retail or concession.
- B. Serving tables and demonstration areas must be at least three feet (3') back from the front of your booth. If samplers or demonstration audience interferes with neighboring exhibitors, the opportunity to sample & demonstrate products can be limited or withdrawn by the Show Management.
- C. The Show Management must approve all exhibits, all health testing, all promotional draws/ prizes, contesting, all retail sales and all events taking place in the booth.

**16. ARBITRATION**

- A. Except as may be otherwise agreed to in the agreement, the parties agree that any dispute between them which arises from or is in any way related to this agreement, including all forms of relief or remedies claimed, will be settled by a single arbitrator pursuant to the Arbitration Act of Alberta. The arbitration will be conducted in accordance with the Arbitration Rules of the Alberta Arbitration and Mediation Society. The place of the arbitration shall be the City of Medicine Hat, in the Province of Alberta.
- B. This Contract will be governed by the Laws of the Province of Alberta. The Exhibitor hereby attorns to the jurisdiction of the courts of the Province of Alberta.

**I / WE HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS AND CONDITIONS**

EXHIBITOR SIGNATURE

DATE



# 2019 SUNSHINE HOME & GARDEN SHOW INSURANCE FORM



As per 11.A of the Terms and Conditions 'The Exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date, a policy of insurance acceptable to Show Management. The policy of insurance shall name the Show Management (Medicine Hat & District Chamber of Commerce) as co-insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitors presence or operations of the Show. Policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of Show Management, the Exhibitor shall provide the Show Management with a copy of such policy.'

Please provide us with a copy of your insurance policy listing

Medicine Hat & District Chamber of Commerce as an additional insured

**OR**

Return this form, to be completed by your Insurer or their Authorized Representative

	NAME		TELEPHONE #	ADDRESS - Street, City, Province
INSURED				
AGENT				
BROKER				
DESCRIPTION TO THE NAMED BUSINESS OPERATIONS TO WHICH COVERAGE APPLIES:				
TYPE OF POLICY	POLICY NUMBER	EFFECTIVE DATES	EXPIRY DATE	LIMIT OF LIABILITY, BODILY HARM & PROPERTY DAMAGE MINIMUM \$ 1,000,000
GENERAL LIABILITY				
EXCESS LIABILITY (IF APPLICABLE)				

This Liability Insurance is extended to include Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Products, Completed Operations, Cross Liability Clause and Severability of Interest Clause. This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the name insured named above and are in force at this time.

If cancelled or changed in any manner, that would affect the Sunshine Home & Garden Show, as outlined in coverage specified herein for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail will be given by the Insurers to:

*The Medicine Hat & District Chamber Of Commerce  
413 6th Avenue SE  
Medicine Hat, Alberta T1A 2S7  
Tel: (403) 527-5214 ext. 228  
Fax (403) 527-5182*



