

2015 SUNSHINE HOME & GARDEN

EXHIBITOR CONTRACT

Cypress Centre, Exhibition & Stampede

Medicine Hat, Alberta

Friday, February 27: 12:00 pm – 9:00 pm

Saturday February 28: 10:00 am - 6:00 pm

Sunday, March 1: 11:00 am - 4:00 pm



NAME _____ REPRESENTING _____

BUSINESS / ORGANIZATION NAME _____ BUSINESS LICENSE/ID NUMBER _____

PHONE _____ CELL _____ FAX _____

E-MAIL _____ WEBSITE _____

MAILING ADDRESS _____

CITY _____ PROVINCE _____ POSTAL CODE _____

BOOTH TYPE	# OF	COST	TOTAL
6 x 8 Booth		\$525.00	
10 x 10 Booth		\$725.00	
10 X 15 Booth		\$890.00	
10 X 20 Booth		\$1,160.00	
10 x 30 Booth		\$1,740.00	
401+ Sq. Ft.		By Quote	

Multiple Booth Space available! Call today for a quote.

Corner Fee		\$50.00	
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ADMINISTRATION

Sub-Letting Fee		\$250.00	
Extra Exhibitor Badges		\$10.00 each	
Client Tickets (each)		\$4.00each	

I'm Interested in Signage and/or Promotional Opportunities.

Included with Your Booth <i>(please select your requirements):</i>	SUB-TOTAL
Per 6X8 Booth: <input type="checkbox"/> 6ft Skirted Table <input type="checkbox"/> 1 Folding Chair OR <input type="checkbox"/> 2 Folding Chairs Per 10X10 Booth: <input type="checkbox"/> 8ft Skirted Table <input type="checkbox"/> 1 Folding Chair OR <input type="checkbox"/> 2 Folding Chairs Per Larger Booth: As per quote	LESS 10% MH Chamber or MH CHBA member
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> All booths include: 8' back drapes, 3' side drapes and 1 Power Outlet (800 watt) 2 exhibitor badges per 6X8 or 10X10 booth 4 exhibitor badges per 10X20 booth or larger </div>	SUB-TOTAL
	Add 5% GST
	TOTAL
	*DEPOSIT
	BALANCE DUE

IMPORTANT INFORMATION - PLEASE READ AND SIGN

MEMBERS OF THE MEDICINE HAT & DISTRICT CHAMBER OF COMMERCE OR CHBA SAVE 10% ON THE SUB-TOTAL EXHIBIT BOOTH SPACE!

Please RESERVE an EXHIBIT BOOTH FOR my/our Business to PARTICIPATE IN THE 2015 Sunshine Home & Garden Show in Medicine Hat, Alberta. I/we will be making sales and have the necessary GST Number (if applicable) which is: RT# _____

ALL Applications MUST include a Certificate Of Insurance showing General Liability coverage of NO less than \$1,000,000.00.

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 Sunshine Home & Garden Show to be held on February 27 & 28, March 1 2015. I/we have read and agree to abide by this agreement and understand the Contract, Form #2 and all the terms and conditions as outlined in the Terms and Conditions Agreement including all payment terms, timelines and cancellation policy. Bookings made before January 6th 2015 require a 50% DEPOSIT payable to the Medicine Hat & District Chamber of Commerce upon submission of this Contract with full payment due NO later than Wednesday, January 7th, 2015. Bookings made after January 7th, 2015 require full payment upon submission of this Contract. Cancellation MUST be received in WRITING NO later than Wednesday, January 7th 2015. Please be advised that Booth Space is NOT confirmed until deposit is received. 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 1, 2015, I/we agree to pay a \$500.00 FINE.

ABSOLUTELY NO EXCEPTIONS

SELECT YOUR BOOTH PREFERENCE FROM 2014 FLOOR PLAN

1 st CHOICE	2 ND CHOICE	3 RD CHOICE	CONFIRMED BOOTH #

EXHIBITOR SIGNATURE _____

DATE _____

DO NOT WRITE IN THE SPACE BELOW - FOR OFFICE USE ONLY

	AMOUNT	DATE	MOP	AUTHORIZATION # COMMENTS	SHOW REP.
TOTAL COST					
DEPOSIT					
FINAL PAYMENT					

2015 EXHIBITOR CONTRACT- FORM #2

Booth # _____ PAYMENT & EXHIBITORS DESCRIPTION FORM

BUSINESS/ORGANIZATION NAME: _____

CONTACT: _____ TITLE: _____

PHONE #: _____ CELL #: _____ FAX #: _____

MAIN CONTACT EMAIL (if different from company email): _____

PLEASE SELECT YOUR METHOD OF PAYMENT (circle one)

CHEQUE

CASH OR DEBIT

***CREDIT CARD**

PLEASE MAKE CHEQUE(S) PAYABLE TO

The Medicine Hat & District Chamber Of Commerce

CREDIT CARD PAYMENT: WE ACCEPT VISA, MASTERCARD AND AMERICAN EXPRESS. CREDIT CARD PAYMENT IS SUBJECT TO COMPLETING THE INFORMATION BELOW AND SIGNING IN THE DESIGNATED AUTHORIZED CARD HOLDER SIGNATURE BOX. THIS VERIFIES THAT YOU HEREBY AUTHORIZE THE MEDICINE HAT & DISTRICT CHAMBER OF COMMERCE TO PROCESS THE INDICATED AMOUNT ON YOUR CREDIT CARD. THIS IS LEGAL AND BINDING.

CARDHOLDERS NAME
(PLEASE PRINT)

CREDIT CARD NUMBER

CVV CODE

CARD TYPE

EXPIRY DATE

CARDHOLDER AUTHORIZED SIGNATURE

TOTAL AMOUNT

FOR OFFICE USE
PAYMENTS AMOUNT

X 5% GST

TOTAL CHARGED TO CREDIT CARD

AUTHORIZATION #

DATE PROCESSED

DEPOSIT

+

+

BALANCE

+

+

OTHER

+

+

EXHIBITORS DESCRIPTION FORM

QUESTIONS

PLEASE CHECK ONE

YES

NO

PLEASE DESCRIBE

Will you be SAMPLING any products?

Will you be RETAILING any products?

Will you be conducting a draw /giving away any prizes?

Will you be offering any services?

What will you be charging for these services?

Will you be doing an in Booth demonstration?

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 Show Organizers/ The Medicine Hat & District Chamber of Commerce, will be permitted to be displayed at the Show. **Exclusivity is determined upon separate negotiations and fees between the Show Management and the Exhibitor.**

COMPANY NAME TO BE PRINTED ON BADGES & ALL PRINTED MATERIAL:

BADGES- Exhibitor Badges will be available to be PICKED UP on MOVE-IN DAY -

Thursday, February 26, 2015 at the **Show Office ON SITE**. 6x8 OR 10x10 Booth include 2 Badges, 10x20 Booths + include 4 Badges
Additional Exhibitor Badges may be purchased at a nominal fee in advance, by contacting our Trade Show Office

– TERMS AND CONDITIONS –

**These TERMS AND CONDITIONS are part of the EXHIBITOR CONTRACT for
Sunshine Home & Garden Show 2015.**

From herein, the **Medicine Hat & District Chamber Of Commerce & CHBA Sunshine Home & Garden Show 2015** 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, February 27 & Saturday 28, & Sunday March 1, 2015 .

SHOW HOURS: Exhibitors access is one (1) hour prior to the Show Public Hours. Show Hours are: Friday – 12:00 PM – 9:00 PM, Saturday – 10:00 AM – 6:00 PM AND 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 26, 2015 from 9:00 AM – 9:00 PM – ONLY!

5. **MOVE-OUT DATE:** SUNDAY, March 1, 2015 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, and Amex will be accepted.

B. **DEPOSIT** – Bookings made before January 7th, 2015 require a deposit of 50% of the total amount payable upon signing of this agreement. Full payment is due no later than **Wednesday January 7th, 2015**. Bookings made after **January 6th, 2015** require full payment of the total amount upon signing of this agreement. **No Exhibitor will be permitted Space or part of Exhibit Space, until the rental of the Space has been paid in full.**

C. **CANCELLATION** of Space must be received in writing to the Show Management NO later than Wednesday, January 6, 2015. Full payment will be refunded less a 25% administration fee. **If cancellation is made after Wednesday, January 7, 2015, 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**

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 all Rules and Regulations adopted by the Show Management and Show Sponsors and agrees the Show Management has the final decision in adopting any rule or regulation prior, during and after 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 will be held responsible for 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 contractor's 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 this 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.

K. The Exhibitor agrees that no helium balloons will be used in their booths or given out. Failure to do so, the Exhibitor agrees to pay the Medicine Hat Exhibition and Stampede minimum \$75.00 (seventy five dollars) an hour to remove.

L. The Exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between THE CHAMBER 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 the show is open. Each personnel must wear an exhibitor badge at all times.

N. The Exhibitor agrees that any terms in the agreement and any action is in accordance with and governed by the laws of the Province of Alberta and any government, municipal or regulatory body.

O. 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.

P. 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. Additional, as per facility regulations, no open popcorn is permitted to be made available for sale, sample or giveaway.

Q. . 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.

TERMS AND CONDITIONS CONTINUED -

10. 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 loss-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.

11. WAIVER OF LIABILITY AND INDEMNITY

A. The Show Management shall NOT be liable for any damages or losses whether direct, indirect, general, special, consequential or otherwise to the Exhibitor, its goods, materials, agents, employees, or visitors to its Exhibit no matter how caused. 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 Exhibitor shall NOT make any claim or take legal action, whatsoever, against the Show Management, the Facility where the Show is held, or any Show Sponsors. The Show Management will NOT be held liable for any loss, damage or injury, howsoever, caused to The Exhibitor, Employees or Agents of the property. The Exhibitor agrees to assure and hold harmless, the Show Management, Show Sponsors, Show Facilities and Employees against all claims, costs and charges of any kind resulting from occupancy of the exhibit space or its environment, for any personal injury, death, property damages or any other damages sustained by the Exhibitor, 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 for SHOW MANAGEMENT to permit Exhibitors to occupy the premises or if the Show be 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 other Exhibitors' property. Exhibitor may not apply paint, lacquer, adhesive or other coating to standard booth equipment.

12. ASSIGNMENT AND SUBLETTING

A. The Exhibitor shall NOT sublicense, transfer, or apportion any part of its allotted space except as specially approved by the Show Management for a fee (See exhibitor Contract). The Exhibitor shall not exhibit nor permit to be exhibited in its space any merchandise not a part of its own regular products, and shall not exhibit any advertising material not directly pertaining to the products exhibited.

13. 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 the Exhibitor Description Form. 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 teardown 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, and ensure that they are familiar with the Terms and Conditions AND all the Rules and Regulations of this Show.

G. Racks and display shelves must not exceed 8 ft in height and 3 ft on sides the Exhibitor is required to exercise care so that the displays do not unduly obstruct visibility of adjacent displays as per the good neighbor policy.

H. 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.

14. 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 Production 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.

15. 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.

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

EXHIBITOR SIGNATURE

DATE



INFORMATION RELEASE

I, _____ (*Authorized Company Representative*) do hereby authorize the Trade Show Management of the Medicine Hat & District Chamber of Commerce & CHBA Medicine Hat to publish my company information as stated below in all publications and/or media related to the Sunshine Home & Garden Show on February 27 & 28, and March 1, 2015.

Please complete the following information as you would like to appear in the publications

COMPANY INFORMATION

Company Name:	
Representative:	
Address:	
City:	
Province / State:	
Postal / Zip Code:	
Country:	
Phone:	
Fax:	
Website:	

I wish to receive additional email communication from the Medicine Hat & District Chamber of Commerce regarding future trade shows and opportunities.

Preferred email address: _____

Please note the trade show division communicates with exhibitors by email

EXHIBITOR SIGNATURE

DATE



INSURANCE FORM

To be completed by the 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 Medicine Hat Annual 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 & CHBA Medicine Hat
 Sunshine Home & Garden Show
 413 6th Avenue SE
 Medicine Hat, Alberta T1A 2S7
 Tel: (403) 527-5214 ext. 228, Fax (403) 527-5182*