

TERMS & CONDITIONS OF EXHIBIT SPACE AGREEMENT

Full cost of booth(s) , extra tables/chairs must accompany contract.

Display

- A) The exhibitor agrees to occupy the contracted exhibit space during the term of the show and to exhibit only the products described under the exhibitor's name which appears on this contract. Booths may not be sublet.
- B) Special requests for booth location will be considered, but cannot be guaranteed. The Bay of Quinte Home Show reserves the right to determine the eligibility of the exhibitors and exhibits of the show and reject or prohibit exhibits or exhibitors that show management considers objectionable, and relocate exhibitors and exhibits when in show management's opinion such moves are necessary to maintain the character and/or good order of the show.
- C) Displays must not protrude beyond the measured booth dimensions nor obstruct a clear view of the neighboring booths.
- D) Booth locations will not be guaranteed until full payment has been received.
- E) No outside signage without approval from the Quinte West Chamber of Commerce

Removal of Exhibits

The exhibitor agrees that no display will be dismantled or goods removed during the entire duration of the show, but will remain intact until the end of the final closing hour of the last show day. The exhibitor also agrees to remove his/her display, stock and equipment by the final move-out time limit, or in the event of failure to do so, the exhibitor agrees to pay for such additional cost as may be incurred.

Insurance and Indemnity

- 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 from an insurer acceptable to the Bay of Quinte Home Show. The policy shall protect the Bay of Quinte Home Show, the facility in which the show is held, and insure the exhibitor against all claims demands, actions or proceeding for sums of money, damages, costs, penalties and losses and all liability which may be imposed by law for loss of life, personal injury, or damage to or loss of property arising from or in any way connected with the exhibitor's presence or operations at the show.
- B) The exhibitor accepts all risks associated with the use of the exhibit space(s). The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against the Bay of Quinte Home Show, The Quinte West Chamber of Commerce, the show sponsors or Trenton Community Gardens, for any loss, damage or injury howsoever caused, to the exhibitor, its officers, employees agents or their property.

Exhibitor's Property

All the exhibitor's property at the show shall be the sole risk of the exhibitor. The Bay of Quinte Home Show assumes no responsibility for or damages thereto. The exhibitor shall assume all responsibility for all loss or damage to their property however caused. The Quinte West Chamber of Commerce/Kiwanis Club of Trenton will undertake to ensure reasonable security for booths and merchandise during closing hours of the show, but will not be liable for loss or damage due to fire, flood, theft or an Act of God or anything beyond the control of the Quinte West Chamber of Commerce/Kiwanis Club of Trenton, agents, employees or representatives thereof.

Cancellation and Termination of Contract

- This contract may only be cancelled or forfeited if notice is received by the Bay of Quinte Home Show in Writing.*
- A) A full refund, minus a \$25 admin fee, will be issued if notice is received more than 4 weeks prior to the show.
 - B) A 50% refund, minus a \$25 admin fee, will be issued if notice is received 3 weeks prior to the show.
 - C) No refunds will be given within 2 weeks of the show.

Cancellation or Interruption of Use of Premises

- A) The Bay of Quinte Home Show reserves the right, exercisable in its sole discretion, to change the date or dates upon which the Show is to be held and is not liable for damages or otherwise by reason of such changes. In the event the Show is cancelled because of reasons beyond the control of the Committee, space rental fee or deposits already made will be returned to Exhibitors.
- B) Should the premises in which the show is being conducted become unavailable for occupancy for "cause or causes" not within the control of the Show Committee and sponsors, they will not be held responsible for any claims or damages which might arise in consequence therefore. The "cause or causes" listed will include, but not be limited to, such items as: casualty, explosion, fire, lighting, flood, weather, epidemic, earthquake, acts of public enemies, riots or civil disturbances, strike, lockout, boycott or other acts of God.

NSF Cheques

In the event that the exhibitor's cheque is returned by the bank due to insufficient funds, a \$25 administration fee will be charged to the exhibitor.

Exhibitor agrees that this agreement represents the only contract or representation, written or verbal, for show space(s) and that no other guarantee or warranties are implied.

Signature _____ Company Name: _____