

# 2012 Midland Spring Home Show [MSHS]

**Friday April 27 thru Sunday April 29, 2012**

Put on by Midland Shrine Club [MSC]

*EXHIBITOR CONTRACT AND APPLICATION – TERMS AND CONDITIONS [T&C]  
**PLEASE READ COMPLETELY and return with your registration form***

## 1/ Processing of Application

No application will be processed without required payment, contracts and signatures

Registration Priority Booth Selection will be honoured for previous year's booth number if and when we receive your completed registration form with deposit before **MARCH 01, 2012**.

After **March 02, 2012**, registrants receive priority booth selection on a first-come-first-served basis when sending completed registration with enclosed payment in full prior to **APRIL 01, 2012**

## 2/ Cancellation Policy

Upon receiving written notice of cancellation on or before **JANUARY 31, 2012** the MSHS/MSC will issue a refund of any booth rental payments in full. From **FEBRUARY 1 to March 31, 2012**, a partial refund will be issued less a 20% administration fee.

No refunds will be issued after **APRIL 01, 2012** There will be **no** exceptions.

## 3/ Space Assignment

Whenever possible we will give you the booth[s] you had at last year's show but to insure this **YOU MUST REGISTER EARLY**

After last year's registrants are placed, space assignments will be made on a first-come-first-served basis. Booth assignments [nearest to those originally requested] will be made by show management if the preferred choices of the exhibitor are not available. Subletting of space in any manner is strictly prohibited without the written approval of show management.

**Organizers reserve the right to change a booth location if necessary, vendor will remain in general vicinity of first choice.**

## 4/ Installation and removal of Exhibits

**Set-up and tear-down hours must be strictly observed. *No booths may be set-up or torn-down during Home Show hours***

This distraction is not only detrimental to your neighbour vendors but can be a hazard to the public.

PLEASE deconstruct your booth AFTER the show hours – failure to adhere to this provision could void your attendance in future shows

## 5/ Booth Construction / Design / Lay-out

### **PLEASE RESPECT THIS PROVISION**

In order to allow an unobstructed view of the neighbouring booths, exhibitors are not permitted to have their backdrops exceed 8 feet [8"] in height with the exception of those booths along the perimeter of the hall, which may not exceed fourteen feet [14"] in height. The reverse side of any wing panel must be draped or otherwise decorated so that exposed areas will not be objectionable to adjacent exhibitors. Tall display items must be set-up in a manner that does not obstruct the view of adjacent exhibitors.

**Side walls not to exceed 48" in height for the front 6 feet of booth space- so as to NOT BLOCK the adjoining vendors booths**

## 6/ Character of Exhibit

MSHS/MSC reserves the right to decline to permit an exhibitor to conduct, maintain and exhibit if, in the judgement of the MSHS/MSC, said exhibitor shall in respect be deemed unsuitable. This reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs and any other items, without limitations, which affect the character of the exhibit. Use of electronic equipment including but not limited to televisions, radios and speakers must not infringe upon any adjacent exhibitors.

## 7/ Limitation of Liability

Neither the MSHS/MSC, its members, officers, representatives or employees will be responsible for any injury, loss or damage, including but not limited to lost profits, that may occur to the exhibitor, or the exhibitors' employee or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibitor contract.

## 8/ Exhibitors' Responsibility for Exhibit Contents

It is understood by the exhibitor that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in may booths, and various other factors make it reasonable that each exhibitor shall assume the risk of any injury, loss, or damage to its booth, property, employees or other representatives. Security guards will be furnished, but the furnishing of such security shall not be deemed to affect the non-liability of show management and its members, officers, representatives, and employees.

## 9/ Indemnifications

The exhibitor shall indemnify, defend and hold harmless the MSHS/MSC, its members, officers, representatives and employees from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with the exhibitors' participation or presence at the Home Show, including but not limited to: any breach by the exhibitor of any agreements, covenants, promises or other obligations under this contract; any violation or infringement [or claim of violation or infringement] of any law or ordinances or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; any libel; slander, defamation or similar claims resulting from the actions or the exhibitor; any harm or injury to the exhibitor; and any loss of or damage to property or the business or profits of the exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, or otherwise.

## 10/ Force Majeure

In case said premises shall be destroyed by fire or the elements or by any cause outside the control of the MSHS/MSC, or in case Government intervention or regulation, military activity, strikes, acts or threats of terrorism, or any other circumstances make it impossible or inadvisable to hold the show at the time and place provided in the Application and Contract for Exhibitor Space, then and thereupon the contract shall terminate and the Exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for space, after the deduction of actual expenses incurred in connection with the show, and there shall be no further liability on the part of either party.

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**11/ Taxes and Licenses**

The exhibitor shall be solely responsible for obtaining any licences, permits or approvals under federal, provincial or local law applicable to its activities at the home show. The exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, licence fees, user fees, or other fees, charges, levies or penalties that may become due to any governmental authority in connection with its activities at the Home Show.

**12/ Insurance**

The exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the following insurance. A) Workers Compensation Insurance; and B) Comprehensive General Liability Insurance with limits not less than \$1,000,000. each occurrence, \$2,000,000 aggregate, combines single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability [if applicable]. If requested, copies or primary coverage endorsements and complete copies of policies shall be furnished to the MSHS/MSC in advance of the Home Show.

**13/ Observance of Laws**

The exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the exhibit facility [including any union labour work rules]. Without limiting the foregoing, the exhibitor shall construct its exhibits to comply with the participants with physical disabilities.

**14/ Admission to Exhibits**

Only authorized representatives of the exhibitors made known to the MSHS/MSC show management in registration documents are entitled to entrance in the Exhibit Hall. Each representative of an exhibiting company must have his/her own MSHS/MSC office-issued identification. Children under the age of 18 must be accompanied by a parent or guardian while in the exhibition hall during set-up and tear-down times.

I have read both page 1 and page 2 of these conditions for the **2012 Midland Spring Home Show** and understand the terms and conditions of the above agreement.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_ Phone \_\_\_\_\_

*Please return signed Terms and Conditions form with your Application and deposit cheque  
T&C Must be returned before your booth spaces will be confirmed  
Please make a copy for your own records*

*Thank you for considering attendance at the*

# 2012

## Midland Spring Home Show [MSHS]

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Put on by Midland District Shrine Club [MSC]

**Return signed copy with your registration form  
to**

**Midland Spring Home Show  
c/o 8979 Highway 93  
Midland Ontario  
L4R 4K4**

**705-527-1076 tele      fax 705-527-1973  
midlandhomeshow@live.ca**