# **EXHIBITOR RULES AND REGULATIONS** LONDON HOME BUILDERS' ASSOCIATION - 2018 LIFESTYLE HOME SHOW - JANUARY 26-28th , 2018 WESTERN FAIR DISTRICT

### INSURANCE

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 LHBA. Liability insurance in the amount of \$2,000,000.00 or greater is recommended. You, the exhibitor will accept liability for your use of the Western Fair District and the content of your booth.

The exhibitor shall provide certificate of insurance to LHBA. Information required: Dates of Coverage: January 22 – 30th, 2018. Location: Western Fair District, 316 Rectory St, London, ON N5W 3V9 Event: Lifestyle Home Show | Additional Insured: London Home Builders' Association

#### GENERAL

These rules shall apply to all exhibitors and / or vendors. The London Home Builders' Association (LHBA), shall set all rules and regulations and as such have the final decision on exceptions. The term "LHBA" as used herein shall include The London Home Builders' Association and / or its home show representatives. The exhibitor agrees to abide by all rules & regulations adopted by LHBA prior to, during or after the show. SPACE RENTAL FEES ARE DUE AND PAYABLE IN FULL UNDER THE TERMS AND CONDITIONS AND BY THE DATE INDICATED ON THE EXHIBITOR CONTRACT UNLESS OTHERWISE SPECIFIED.

- Exhibitors will not be allowed to move into the show unless the aforesaid condition is met. In the event the exhibitor fails to make payment as aforesaid or fails to comply in any respect with the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by the LHBA as liquidated damages for breach of his contract and LHBA may thereupon re-rent said space.
- In the event that the exhibitor's cheque is returned by a bank due to insufficient funds, a \$50.00 administration fee will be charged to the exhibitor.
- In the event that an exhibitor's credit card declines due to unavailable funds, a \$50.00 administrative fee per transaction will be charged to the exhibitor. 3
- The LHBA reserves the right in individual cases to waive compliance with any particular 4 rule or regulation at any time.
- 5 The decision of LHBA on any question of interpretation of these rules and regulations shall be final conclusive and binding on all parties.
- The exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between LHBA and the official contractors serving the show facility and companies operating in the building in which the show is taking 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 their display, which might be a violation of any laws, bylaws, ordinance or regulations of any government or regulatory body.
- The exhibitor agrees to obtain at its own expense, any licenses or permits required 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 result of the operation of its trade or business in their allocated space.
- The exhibitor agrees to obey any non-smoking regulation in effect at the facility and agrees to ensure that its officers, agents, employees, and those for whom in law that are responsible for, obey any such, regulation.
- Space contracts are valid for the current show only and no contract implies that the same space or amount of space will be contracted for in another year.
- Direct selling is permitted at the Lifestyle Home Show. All products MUST be specifically 11 authorized by LHBA. An exhibitor may be stopped from selling any product(s) at the show that have not be authorized by LHBA. A maximum of 1 vehicle per 10x10 space is permitted for automobile dealerships.
- . AN ELECTRICAL ORDER FORM IS INCLUDED IN THE EXHIBITOR PACKAGE. A charge applies for all electrical units orderd. All orders go through Stronco Show Services. Electrical Safety Authority (ESA) will be carried out prior to Show opening to identify any
- potential or immanent electrical hazards that may be present as a result of unsafe practices when the vendors have completed their temporary electrical hook-ups. This may consist of damaged equipment, grounding issues, unapproved equipment for sale or in use, misuse of extension cords/power bars, etc. Exhibitors are responsible for ensuring that their booths are properly wired in keeping with ESA requirements - the exhibitor is responsible for extra charges levied against the Lifestyle Home Show / London Home Builders' Association for contraventions within their display.
- 14. You will be responsible for and make good on any damage that may be caused to the Western Fair District or its appurtenances which, but for your use, would not have

# MOVE IN AND OUT

MOVE IN: Wednesday - Access to building 8:00am - 8:00pm. Vehicles to drop off material only (15 minutes maximum). Access for vehicles at discretion of LHBA staff. Thursday - Access to building 8:00am - 8:00pm. Vehicles will be allowed in the building UP TO 12:00 noon depending on access. (15 minutes maximum). Aisles must be cleared completely by 3:00 pm. Friday - Carry in items ONLY. No carts permitted on the aisle carpeting.

MOVE OUT: Sunday 5:00 pm - 8:00 pm - No Exhibitor shall tear down until the show is closed at 5:00 pm. No vehicles are permitted in the buildings until carpet is removed from the aisles and area is cleared. It is highly recommended that exhibitors who are unable to move out after the closing hour on the closing day of the Show, remove smaller items. (i.e. TVs, computers, etc.) from their displays. LHBA does not assume responsibility for any losses. Monday - Access to building 8:00am - 4:00pm. All exhibits must be removed from premises by 4:00pm. Failure to remove items by 4:00pm Monday will result in charges from the Western Fair District.

## CONTRACTED SPACE:

- LHBA reserves the right to: 1) Determine the eligibility of exhibitor and exhibits for the Show. 2) Reject or prohibit the exhibits or exhibitors which the LHBA considers objectionable, and 3) Relocate exhibitors or exhibits when, in the opinion of the LHBA, such moves are necessary to maintain character and/ or good order of the Show. There will be no financial compensation.
- The exhibitor agrees to occupy the contracted space during the full term of the show. LHBA RESERVES THE RIGHT TO CANCEL THE CONTRACT WITH ANY EXHIBITOR WHO IS IN VIOLATION OF ANY OF THE SHOW RULES OR FOR MISREPRESENTATION. THIS DECISION SHALL BE AT THE SOLE DISCRETION OF THE LHBA.
- The exhibitor agrees not to sublet the contracted space without written permission from the LHBA. This permission may be arbitrarily withheld.
- 5. The contracted exhibit floor space must have a suitable floor covering. The floor covering must cover the entire space contracted and must remain within the contracted floor space.
- 6. No articles which are offensive by reason of their odor, sound or appearance or which are dangerous by reason of their combustible or explosive character, will be accepted or
- Your display <u>must not exceed</u> the following standard drapery partition heights, rear 8', side 8' high for 4', 3' high for 6', unless you obtain previous written permission from the LHBA before December 1, 2017. If permission is given, the display area above the 8 ft. maximum must be completely finished on both sides in a neat workmanlike manner so that a raw or unfinished side is not left exposed to the next exhibit and must be completed to the

- Exhibitors with pre-built displays must adhere to this standard exhibit format which avoids boxing in your display, and blocking off neighbouring exhibits. Variations, changes and/or exceptions to the standard display and/or construction regulations can only be made by special arrangement with the LHBA and not without obtaining written
- 9. Display materials and signs must not overhang the aisles or encroach upon adjacent
- Exhibitors will be granted access to the buildings 1 hour prior to the opening of the show for the purpose of setting up their exhibits. Exhibitors must vacate the building within 15 minutes of closing on Friday and Saturday.
- An onsite forklift handling charge for moving displays, crates etc. will be charged by the 11. Western Fair District
- NO STORAGE IS AVAILABLE ON THE WESTERN FAIR PREMISES. EXHIBITORS SHOULD ARRANGE TO REMOVE CRATES, CARTONS, ETC. COMPLETELY FROM THE PREMISES.

### INDEMNITY

- The exhibitor accepts all risks associated with the use of the exhibit space. The exhibitor shall not make any claim or demand or take legal action, whatsoever, against LHBA, the show sponsors or the facility in which the show is held, for any loss, damage or injury howsoever cause, to the exhibitor, its officers, employees, agents or their property.
- The exhibitor shall indemnify LHBA from and against all claims and demands, costs and charges of every kind resulting from their occupancy of the exhibit space or area, for personal injuries, death, property damages or any other damage sustained by the exhibitor or its officers, employees or those for whom in law are responsible, or a visitor to the show.

#### CANCELLATION

- lease refer to the exhibitor contract for cancellation policy.
- Unless otherwise specified, space rental fees are due and payable in full under the terms and conditions of the Exhibitor Contract. In the event that the exhibitor fails to make payment of the contract agreement, the LHBA reserves the right to cancel the exhibit contract without notice and all rights of the exhibitor here under shall cease and terminate. Any payment made on account will be retained as liquidated damages for breach of contract and The LHBA may re-rent the said space. Failure to appear at the event does not release the exhibitor from responsibility for payment of the full cost of the space rented.
- Any and all space rental must be paid in full prior to move-in by guarantteed funds
- In the event that the facility in which the show is to be held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of LHBA, and sponsors, or for any reason LHBA is unable to permit the exhibitor to occupy the facility or space, or if the show is cancelled or curtailed, LHBA and sponsors will not be responsible for any loss of business, loss of profits, damage or expense that the exhibitor may suffer. The reasons listed include but are not limited to fire, explosion, flood, weather or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott.

### EXHIBITOR CONDUCT

- The exhibitor agrees that there will be no representation of any other companies and / or products other than that of the registered exhibitor.
- All exhibits must be staffed at all times and attendants must be at least 19 years of age. No more than 2 people are permitted to work within your 10 x 10 space at the same time without approval from the LHBA.
- 3 Exhibitors must keep their display clean and neat at all times. Please ensure that the display area is cleaned and refuse is removed daily or more frequently, if necessary. This maintenance should be done prior to opening each day, and at the completion of the show. There is a service order form in your package if you require vacuuming.
- Out of respect and courtesy for all, all business must be conducted within your allotted exhibit space. No selling may be conducted in the aisles. Failure to adhere to this rule, will result in removal from the Show, with no reiumbursement on monies paid.
- The use of a public address systems or other similar devices for the purpose of attracting attention to your exhibit space is prohibited. Undue noise made in the operation of exhibits, or noisy, unseemly or unethical methods employed in sales or demonstration activities will not be tolerated. The decision of what constitutes undue noise, unseemly or unethical methods shall be the right of the London Home Builders' Association.
- 6. No raffles, draws or promotional contests will be allowed without the written permission of the LHBA. Application available from the LHBA office. Email completed application to newhomes@lhba.on.ca
- 7 No animals allowed except for guide dogs. Contact LHBA office for approval. 8 No food and beverage samples may be provided to attendees without the prior written
- permission of the LHBA. Contact LHBA for approval.

## FIRE, SAFETY AND SECURITY

- No materials which are dangerous by reason of their combustible or explosive nature, will be accepted or admitted. No gasoline, propane, explosives or other dangerous substances shall be permitted in any of the buildings.
- Exhibitors will take necessary precautions to protect and guard any products or demonstrations of products that are liable to cause accidents, injury or damage to any individual or to the property of the Western Fair District, Show Supplier or the LHBA.
- Any exhibitor wishing to heat food products or any other material must have written approval from the LHBA. All public health and fire inspection regulations would apply. Any exhibitor wishing to heat food products or any other material must have an approved inspection fire extinguisher in their exhibit space.
- 4. LHBA will not be liable for any loss to an exhibit or due to the negligence of other exhibitors or officials.
- Security staff will be on duty throughout the show. Please use your own judgment in guarding against theft. LHBA does not assume responsibility for any losses. The exhibitor acknowledges and accepts that the Western Fair District is committed to
- providing a Healthy and Safe work environment for it's employees and for those who contract work or participate in activites on the property or in the facilities of the Western Fair District. This commitment applies to this contract. The exhibitor (or contractor, exhibitor vendor etc.) shall abide by the Occupational Health and Safety Act and Regulations and any work guideline provided by the Western Fair District or any other Authority and agrees that Western Fair District's employees may intervene at any time to insure adherence to such regulations and guidelines.

