

# **METRO EAST HOME & GARDEN SHOW**

## **TERMS AND CONDITIONS OF AGREEMENT**

### **Instructions:**

Please read this application carefully, print all information requested, and sign in the space provided. Return the signed application with the appropriate payment to: (Checks Payable to: MEHGS)

Metro East Home and Garden Show  
6305 Center Grove Road  
Edwardsville, Illinois 62025  
c/o Metro-East Lutheran High School

### **1. OBSERVANCE OF LAWS**

Exhibitor shall abide by and observe all laws, rules, regulations (including safety regulations), and ordinances including all rules of the Metro-East Lutheran High School. The exhibitors shall construct exhibits to comply with the American Disability Act (ADA).

### **2. INDEMNITY AND LIMITATION OF LIABILITY**

The exhibitor, Metro East Lutheran High School (MELHS), and Metro East Home and Garden Show (MEHGS) shall indemnify, defend, and protect each other and hold each other harmless from any and all claims, demands, suits, liability damages, losses, costs, attorney's fees and expenses which might result or arise from gross negligence or willful misconduct in connection with other parties' participation in the MEHGS or any actions of its officers, agents, employees, or other representatives, provided that (i) the indemnified party gives prompt notice of the claim to the other party, (ii) the indemnifying party has sole control over the defense of the claim, including any decision to settle; and (iii) the indemnified party provides the other party with all reasonable assistance therein. Except for gross negligence or willful misconduct, neither MELHS, MEHGS, exhibitor, any co-exhibitor, or other exhibit space provider, nor any of their officers, agents, employees, facilities, other representatives, or assigns shall be liable for, and are hereby released from, any claims for damage, loss, harm, or injury to the person, property or business of the parties or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the exhibition facility or intermediate staging facilities, accident, or any other reason in connection with the MEHGS or any planning meetings, demonstrations, or staging MEHGS shall not be responsible for the security of exhibitor's equipment or its proprietary software or hardware information, and exhibitor shall have full responsibility for any theft or other loss including subrogation claims by its insurer. It is the responsibility of the exhibitor to maintain proper insurance coverage for its property and liability.

### **3. BOOTH ASSIGNMENT**

Your booth number & location will be determined by the spaces we have available at the time your application/full payment is received. Every attempt will be made to assign space as preferred by the exhibitor. However, on occasion, it may be necessary to re-assign booth location. MEHGS retains the exclusive right to re-assign at its option.

### **4. INSUFFICIENT FUNDS**

In the event that the exhibitor check is returned by a bank or financial institution of any sort, due to insufficient funds, a \$25 administration fee will be charged to the exhibitor.

### **5. RIGHT TO REFUSE**

MEHGS reserves the right to review and reject any application for exhibit space without prejudice.

### **6. USE OF EXHIBITION SPACE**

Exhibitors may not assign, sublet, or apportion the whole or any part of the space allotted to them.

### **7. EXHIBITION HOURS**

Exhibitors will comply with published MEHGS exhibit hours. MEHGS reserves the right to change the exhibit hours without prior notice.

### **8. INSTALLATION AND DISMANTLING**

If exhibitor fails to set-up its display in its assigned space by Saturday 10:00am, leaves its space unattended, or fails to remit payment at times specified, MEHGS shall have the right to take possession of the space and utilize such space in any manner MEHGS chooses. Exhibitor may not dismantle the display until the exhibition is finally closed to the public, and display must be completely dismantled and removed from the venue by Sunday 7:00pm.

### **9. EXHIBITOR LISTING**

MEHGS shall not be liable for any errors in any listings or descriptions or for omitting any exhibitor from any guides or any other materials that may be produced for show.

### **10. EXHIBITOR EQUIPMENT AND SERVICES**

Exhibitor will install its equipment and display in accordance with the schedule distributed by MEHGS with final space assignment. Exhibitor agrees to provide service and support for installed products. At the discretion of MEHGS, products not maintained in acceptable working condition may be removed from the display floor, without refund to the exhibitor of any fees. No exhibit merchandise, equipment, container, or packing material shall be left in any corridor; all such items shall be kept within the exhibit spaces. No container or packing materials shall be brought into or out of exhibit space during exhibit hours.

### **11. CONTRACTOR SERVICES INFORMATION**

Exhibitor is responsible for providing or arranging all necessary labor in transporting, un-crating, erecting, dismantling, and re-crating of displays. Neither MEHGS, any co-sponsor for MELHS, nor other exhibit space provider, will be responsible for the performance or any act or omission of these contractors.

### **12. CANCELLATION OR TERMINATION OF EXHIBITION**

If for any reason beyond its reasonable control including, fire, strike, earthquake, damage, construction or renovation to MELHS, government regulation, public catastrophe, Act of God, or any similar reason, MEHGS shall determine that the exhibition or any part may not be held, MEHGS may cancel the exhibition or any part thereof. In this event, MEHGS shall determine and refund to the exhibitor its proportionate share of the balance of the aggregate vendor fees received which remains after deducting all expenses incurred by MEHGS.

### **13. EXHIBITOR CANCELLATION OR BOOTH DOWNSIZING**

All payments made to MEHGS under this application shall be deemed fully earned and non-refundable in consideration for expenses incurred by MEHGS.

### **14. EXHIBITOR CONDUCT**

Exhibitor and all of its representatives shall conduct themselves at all times in accordance with normal standards of decorum, and good taste. MEHGS reserves the right to eject from the exhibition any exhibitor or representative violating those standards.

### **15. LIABILITY**

Under no circumstances will any party to this agreement, any co-sponsor or MELHS or other exhibit space provider be liable for lost profits or other incidental or consequential damages for any of their acts or omissions whatsoever whether or not apprised of the possibility or likelihood of such damages or lost profits. In no event shall the MEHGS/MELHS liability under any circumstance, exceed the amount actually paid to it by the exhibitor for exhibit space. MEHGS/MELHS makes no representations or warranties including, but not limited to, the number of persons who will attend the exhibition.

**16. CARE OF BUILDING AND EQUIPMENT**

Exhibitors or their agents may not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. If such damage occurs, the exhibitor is liable to the owner of the property so damaged. Walls, woodwork and building floor must not be defaced or altered in any manner whatsoever. Tacking, taping, or nailing of signs, banners etc., to any permanent walls or woodwork or beyond the limits of any background is prohibited. No nails or bracing wires used in erecting displays may be attached to the building. Exhibitors will be required to keep their booth displays neat and orderly throughout the Show. All materials used in decoration must be flameproof. Electric wiring must conform with the National Electric Code Safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city in which the exhibition is located, and of any other government authority maintaining jurisdiction over the school grounds that affect the installation, conduct and disassembly of the exhibit. Combustible materials or explosives are not permitted in the exhibit hall. The exhibitor shall also comply with all reasonable requests of officials of MELHS and the MEHGS with respect to installation, conduct and disassembly of its exhibit.

**17. FLOORING**

Displays including, but not limited to, those utilizing soil, humus, water or other landscaping materials, or anything else which could potentially cause harm, must take appropriate steps to protect the Facility surfaces and equipment. A protective coating must be used on the floor, such as heavy plastic, visqueen or similar strength material.

**18. TAXES AND LICENSES**

Exhibitor shall be responsible for obtaining any licenses, permits or approvals under local or state law applicable to its activity at the exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with its activities at the exhibition. Any exhibits that include food must check with the county/state for proper licensing requirements.

**19. NOISE MANAGEMENT**

MEHGS reserves the right to monitor or prohibit the use of any electronic equipment or machinery that it determines, in its sole discretion, is detracting from other exhibits.

**20. BOOTH MUSIC**

Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source. Exhibitor agrees to obtain such written permission. Evidence of such an agreement must be available for MEHGS upon request. In the event written confirmation cannot be documented the exhibitor agrees to cease playing the music.

**21. LOTTERIES/CONTESTS/RAFFLES/AUCTIONS**

These types of activities will not be allowed in an exhibitor booth without prior approval from MEHGS Management.

**22. SECURITY**

MEHGS will provide 24 hour security surveillance during the show. However, it is understood and agreed upon by both parties that MEHGS shall be held harmless, and also that MEHGS is not to be an insurer and that insurance covering personal property loss or damage or personal injury shall be the sole responsibility of the Exhibitor. The Exhibitor expressly understands and agrees that MEHGS makes no warranty or guarantee including any implied warranty that the security provided will prevent or avert the consequences to which the security is intended to prevent or avert. Exhibitors are responsible for their own products. Therefore, any additional security measures the Exhibitor shall deem to be necessary, shall be provided by the Exhibitor.

**23. COPYRIGHTS & TRADEMARKS**

Exhibitor acknowledges acting under the Exhibitor’s application (contract) as an independent contractor and acknowledges that any trademark or copyright used has been given and can provide written proof of permission from the copyright or trademark holder. Exhibitor will indemnify, save and hold harmless from any and all claims, demands, suits, liability damages, losses, costs, attorney’s fees and expenses which might result or arise from gross negligence or willful misconduct in connection with other parties’ participation in the Metro East Home and Garden Show or any actions of its officers, agents, employees, or other representatives from and against any and all claim or expense including legal fees, demands, actions, and liabilities of any kind or character whatsoever with respect to copyright and trademark rights, the performance, reproduction or use of musical, literary or artistic work or in the name of any performing individual or group.

**24. RESOLUTION OF DISPUTES**

In the event of a dispute or disagreement between: Exhibitor and an official contractor, or between exhibitor and a labor union or labor union representative, or between two or more exhibitors, all interpretations of the rules governing the exhibition, actions, or decisions concerning this dispute or disagreement by MEHGS Management intended to resolve the dispute or disagreement shall be binding on exhibitor.

**25. AGREEMENT TO TERMS, CONDITIONS, RULES, REGULATIONS AND INSTRUCTIONS**

Exhibitor agrees to observe and abide by the foregoing terms and conditions and by such additional terms, conditions, and rules made by MEHGS from time to time for the efficient and safe operation of the exhibition. In addition it is MEHGS’s right to close a display and withdraw its acceptance of the application. MEHGS in its sole judgment may refuse to consider for participation in future exhibition an exhibitor who violates or fails to abide by all such terms, conditions, and rules. Both the Exhibitor Application and the Terms and Conditions of Agreement represent the entire agreement between the exhibitor and MEHGS. MEHGS is not making any warranties or other agreements except as set forth above. MEHGS shall have full power to interpret and/or amend these rules and regulations in any manner which MEHGS deems appropriate. The decision of MEHGS must be accepted as final in any dispute between Exhibitors/Sponsors or any situation not covered by this agreement. The headings used in this agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this agreement. The rights of MEHGS under this agreement shall not be deemed waived except as specifically stated in writing and signed by a MEHGS show representative. If any term of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect. This agreement shall be binding upon the heirs, successors, and assigns of the exhibitor subject to the terms of this agreement regarding assignment.

**By signing the Exhibitor Application, I hereby agree that I have read and understand that my company and I, its officers, agents, employees, advisors or representatives are bound by the terms and conditions as contained within all pages of this Terms & Conditions of Agreement and the Exhibitor Application.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date