



2021 SUNSHINE HOME & GARDEN SHOW

Medicine Hat, Alberta

Friday, March 5 2021: 12:00pm -9:00pm

Saturday, March 6 2021: 10:00am-6:00pm

Sunday, March 7 2021: 11:00am-4:00pm

EXHIBITOR PACKAGE

- ✓ Exhibitor Contract
- ✓ Terms & Conditions
- ✓ Refund Policy
- ✓ Insurance Form

Members receive
10% Off
their booth!

2021 Sunshine Home & Garden Show

EXHIBITOR CONTRACT

Cypress Centre – Medicine Hat Exhibition & Stampede

Friday, March 5 2021: 12:00pm -9:00pm
Saturday, March 6 2021: 10:00am-6:00pm
Sunday, March 7 2021: 11:00am-4:00pm



BUSINESS / ORGANIZATION NAME _____

The Business/ Organization name you enter is what will appear on your name badge any Promotional Material including the Show Guide

CONTACT NAME _____

PHONE _____ CELL _____ FAX _____

EMAIL _____ WEBSITE _____

MAILING ADDRESS (City, Prov, Postal Code) _____

BOOTH TYPE/SIZE	# OF	COST	TOTAL
6 x 8 Booth		\$550.00	
10 x 10 Food Alley		\$550.00	
10 x 10 Booth		\$760.00	
10 X 15 Booth		\$935.00	
10 X 20 Booth		\$1,215.00	
10 x 30 Booth		\$1,825.00	
401+ Sq. Ft.		By Quote	

Bulk Space Requirements:

Corner Fee		\$50.00 Per Corner	
		SUB-TOTAL	
<i>Members of the Medicine Hat & District Chamber of Commerce or CHBA Save 10% on the Sub-Total of exhibitor booth space. Cannot be combined with any other offer/discount. Does not apply to bulk space or subleasing fees.</i>		LESS 10% CHAMBER/CHBA MEMBER DISCOUNT	
		SUB-TOTAL	

ADDITIONAL ITEMS	# OF		
Subleasing Fee		\$250.00 each	
Client Show Passes		\$4.00 each	
Additional Exhibitor Badges		\$5.00 each	
Enhanced Exhibitor Listing (<i>stand out from the rest with your business name & booth number in larger brighter text in the Show Guide!</i>)		\$40.00	
Note: Additional Exhibitor Badges: Can be pre-ordered for \$5.00 each when booking your booth, or purchased at the show for \$10.00 each.		SUB-TOTAL	
		Add 5% GST	
		TOTAL	
		50% DEPOSIT <i>If booked prior to December 18th, 2020. Full payment due after December 18th, 2020.</i>	
		BALANCE DUE	

BOOTH OPTIONS:

Included	Upon Request

(Please check those that apply)

- ☒ 8' back drapes
- ☐ 4'side drapes (*where applicable*)
- ☐ 1 skirted table
 - ☐ 6x8 booth – 6' table
 - ☐ 10x10 booth or larger – 8' table
- ☐ 2 folding chairs
- ☐ 1 Power Outlet (750 watt) with 2 receptacles
- ☒ Exhibitor badges:
 - ☐ 6x8 booth – 2 badges
 - ☐ 10x10 & 10x15 booth – 2 badges
 - ☐ 10x20 – 4 badges
 - ☐ 10x30 and larger – 6 badges

Any booth accessories must be requested by the exhibitor minimum of 2 weeks prior to the show. The Exhibitor will be responsible for reserving booth accessory kits which are not included. Please discuss additional booth requirements with Show Management.

Booth Décor and Additional Power:

Booth Décor such as carpet, displays, furnishings, foliage, etc. and additional power can be ordered through Superior Show Service Canada. Rental Fees Apply. www.superiorshow.com

Internet Service:

Internet Service for your booth must be ordered through the Medicine Hat Exhibition & Stampede. Please ask your sales representative if you require an

METHOD OF PAYMENT – *please select*

- ☐ Cheque Enclosed – *payable to The Medicine Hat & District Chamber of Commerce*
- ☐ Cash Enclosed
- ☐ Debit
- ☐ Credit Card

Cardholder's Name (please print) _____

Address (Attached to Credit Card) _____

Credit Card Number _____ CVV Code _____

Expiry _____ Signature _____

Official Use Only
Date Received: _____

For Office Use Only	Balance Forward	Payment Type	Date	Payment Amount	MOP	Authorization #/Comments	Rep	Balance
booth no.(s)								

2021 SUNSHINE HOME & GARDEN SHOW

EXHIBITOR CONTRACT – FORM #2

EXHIBITOR'S DESCRIPTION & PAYMENT FORM

BOOTH SELECTION

Returning Exhibitors from the 2020 Show:

Are offered First Right of Acceptance (FRA) to reserve their same booth space/location based on the following conditions:

- The exhibitor is in good standing with the Medicine Hat & District Chamber of Commerce
- The Exhibitor Contract & 50% deposit for the 2021 show must be received by the FRA date of July 3rd, 2020. (if not your space will be released)

New Exhibitors and Returning Exhibitors from the 2020 Show Who Want to Change Booth Locations:

Can choose their booth location from what remains beginning July 3rd, 2020. First-come first-served basis.

Preferred Booth Number: 1st Choice _____ 2nd Choice _____ 3rd Choice _____

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 the Show Management will be permitted to be displayed at the Show. Prices cannot be changed at the show. **Exclusivity is determined upon separate negotiations and fees between the Show Management and the Exhibitor.**

Description: _____

QUESTIONS	PLEASE CHECK ONE	PLEASE DESCRIBE
Will you be SAMPLING any products?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will you be SAMPLING or Giving away any Food or Beverage products?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes Please List Menu:
Will you be RETAILING any products?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will you be conducting a draw or giving away prizes?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will you be offering any services? If Yes, what will you be charging for these services?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will you be doing any in-booth demonstrations?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will You be sharing your booth space or advertising with/for another company? <i>*If yes please ask your sales representative to see Sublease terms and conditions*</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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 2021 Sunshine Home & Garden Show to be held on March 5th- 7th, 2021. **I have read and agree to abide by this Contract, Contract Form #2 and the Terms and Conditions Agreement** all of which form a part of this Contract, including all payment terms, timelines and cancellation policy. Bookings made by December 18, 2020 require a 50% deposit of the total amount payable upon submission of this contract. Bookings made after December 18, 2020 require full payment. Please be advised that booth space will NOT be confirmed without the required deposit and submission of a signed contract and no Exhibitor will be permitted exhibit space or part of exhibit space until rental of the space has been paid in full. Cancellation must be received in writing by show management no later than December 18, 2020 at 4:30pm for refund of total payments made, less 25% admin fee of total amount payable. No refunds will be provided for cancellations made after December 18, 2020. 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 7, 2020; I/we agree to pay a \$500.00 FINE. I/we hereby authorize the Show Management to publish my company information as stated in all publications and/or media related to the Show.

EXHIBITOR SIGNATURE _____ DATE _____

- TERMS & CONDITIONS -
These TERMS AND CONDITIONS are part of the EXHIBITOR CONTRACT for
2021 Sunshine Home & Garden Show

From herein, the Medicine Hat & District Chamber Of Commerce 2021 Sunshine Home & Garden Show **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 March 5th , Saturday March 6th & Sunday March 7th , 2021
2. **SHOW HOURS** hereinafter the 'Show Hours'. Exhibitor access is one (1) hour prior to Show Hours.
Friday – 12:00 PM – 9:00 PM Saturday – 10:00 AM – 6:00 PM 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, March 4th , 2021 from 9:00 AM – 8:30 PM
5. **MOVE-OUT DATE** – Sunday, March 7th , 2021 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 4 ft. drapes on each side. Any booth accessories must be asked for by the exhibitor minimum of 2 weeks prior to the show. The Exhibitor will be responsible for reserving booth accessory kits and as the kits are not provided automatically. Items that can be reserved are 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, will be accepted.
 - B. **DEPOSIT** – Bookings made by December 18, 2020 require a 50% deposit of the total amount payable upon submission of this contract. Bookings made after December 18, 2020 require full payment. Please be advised that booth space will NOT be confirmed without the required deposit and submission of a signed contract and no Exhibitor will be permitted exhibit space or part of exhibit space until rental of the space has been paid in full. Cancellation must be received in writing by show management no later than December 18, 2020 at 4:30pm for refund of total payments made, less 25% admin fee of total amount payable. No refunds will be provided for cancellations made after December 18, 2020.
 - C. **CANCELLATION** of Space must be received in writing to the Show Management NO later than December 18, 2020. Full payment will be refunded less a 25% administration fee. If cancellation is made after, December 18, 2020, 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** hereinafter the "Rules and Regulations"
 - 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 these Rules and Regulations and any other Rules and Regulations that may be adopted by Show Management at any time prior to or during 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 ordinances, 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 agrees that it will be solely responsible for all 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 contractors' 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 the 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. The Exhibitor will not hold show management liable for any loss, damage or injury to any property that is shipped/delivered to show management or the show by an exhibitor.
 - K. The Exhibitor agrees that no helium balloons will be used in their booths or given out. The Exhibitor agrees to pay \$75 per hour to remove any helium balloons the Exhibitor brought to the Show.
 - L. The Exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between the Show Management 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 during Show Hours. Each personnel must wear an exhibitor badge at all times.
 - N. 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.
 - O. 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. As per facility regulations, no open popcorn is permitted to be made available for sale, sample or giveaway.
 - P. 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.
 - Q. The Exhibitor agrees that they will provide proof of authorization demonstrating that they have permission to sell any branded product they are displaying in the show. If the Exhibitor is unable to provide proof on request and are unable to comply with the request for proof of authorization, the Exhibitor will be asked to remove the item or be evicted the show.
10. **ZERO TOLERANCE**
 - A. Any harassment, abuse or disrespect from an exhibitor towards Show Management, staff, volunteers, or exhibition staff or its agents will not be tolerated and shall result in removal from the show/premises without compensation or refund of any and all fees and charges. Zero Tolerance Policy is in effect.
 - B. Any harassment, abuse or disrespect from an exhibitor towards other exhibitors or consumers will be dealt with by Show Management and may include removal from the show/premises without compensation or refund of any and all fees and charges if deemed necessary.

11. 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 co-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.

12. WAIVER OF LIABILITY AND INDEMNITY

- A. The Exhibitor agrees that it will be solely responsible for any and all damages or losses (whether direct, indirect, general, special, consequential or otherwise) which may occur to the Exhibitor, its agents, employees, or visitors to its exhibit and their goods, materials, no matter how caused, excepting only damages or losses that are the direct result of Show Management's gross negligence. 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 Show Management will NOT be held liable for any loss, damage or injury, howsoever, caused to The Exhibitor, its employees or agents or their property. The Exhibitor agrees to indemnify, defend and hold harmless, the Show Management, Show sponsors, Show facility owners and all of their employees, directors and agents against all claims, costs and charges of any kind resulting from occupancy of the exhibit space or its environment, including but not limited to, any personal injury, death, property damages or any other damages sustained by the Exhibitor, its 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 or difficult for Show Management to permit Exhibitors to occupy the premises or if the Show is 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 any other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesive or other coating to standard booth equipment.

13. SUBLEASE

- A. A sublease charge of \$250 would apply if your booth is smaller than 199 sq. ft of purchased booth space and contain one or more of the following conditions:
- o An additional representative in your booth from a separately branded company
 - o More than one company booking, being invoiced, paying and providing insurance
 - o If you are advertising an additional company on materials larger than an 8 ½ x 11
- B. There would be no additional sublease charge applied in a 200 sq ft of purchased booth space or larger if:
- o A primary company is booking, being invoiced, paying and providing insurance.
 - o 10x20 booth would be allocated a maximum of two companies exhibiting before a sublease fee would be applied
 - o 10x30 booth would be allocated a maximum of three companies exhibiting before a sublease fee would apply
 - o 401 sq ft or greater sublease agreements would be determined by show management
- C. Show Management must be made aware of any Sublease between two companies a minimum of two weeks prior to show date. A sublease agreement must be signed and on file, if a company is not compliant by not exposing the sublease prior to the show they will be a \$250.00 fee placed on the primary account for that booth. By renouncing a sublease agreement the primary contract holder is responsible for the actions of the sublease tenant and must ensure that everyone exhibiting within your booth parameters follows the terms and conditions outlined within your signed contract.

14. 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 Contract Form #2. 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 Hours, and ensure that they are familiar with the Terms and Conditions AND all the Rules and Regulations of the Show. All exhibitors who do not move out in the allotted time will be required to pay any additional facility rental fees charged to the Show Management.
- G. 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.

15. 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 Management 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.

16. 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. The place of the arbitration shall be the City of Medicine Hat, in the Province of Alberta.
- B. This Contract will be governed by the Laws of the Province of Alberta. The Exhibitor hereby attorns to the jurisdiction of the courts of the Province of Alberta.

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

EXHIBITOR SIGNATURE

DATE

sun
shine
& *garden* HOME show

CONTACT NAME _____ TITLE _____

REFUND POLICIES SHOULD BE VISIBLY POSTED IN YOUR BOOTH AT ALL TIMES

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

2021 SUNSHINE HOME & GARDEN SHOW

INSURANCE FORM



As per 11.A of the Terms and Conditions '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 Medicine Hat & District Chamber of Commerce as additional 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.'

Please provide us with a copy of your insurance policy listing

Medicine Hat & District Chamber of Commerce as an additional insured

OR

Return this form, to be completed by your 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 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
413 6th Avenue SE
Medicine Hat, Alberta T1A 2S7
Tel: (403) 527-5214 ext. 228
Fax (403) 527-5182*

