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# Contract/Space Request - 2012

## AGREEMENT/APPLICATION FOR EXHIBIT SPACE AT THE CANADIAN HOME BUILDERS' HOME SHOW 2012

BETWEEN: CHBA NORTHERN BC (Lessor)

#300 – 1705 3<sup>rd</sup> Avenue, Prince George, BC, V2L 3G7

COMPANY NAME: \_\_\_\_\_ (Exhibitor)

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ PROV: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ CELL: \_\_\_\_\_

In consideration of the rents, covenants, conditions and agreements hereinafter observed and contained on the part of the Exhibitor to be paid, observed and performed the Lessor agrees to lease to the Exhibitor the space (as hereafter defined) in accordance with the terms and conditions set out herein.

The Home Show will be held on April 27, 28 & 29 of 2012 at the  
Prince George Kin Centre, 2181 Ospika Boulevard, Prince George, BC, V2N 6Z1

**Booths As Follows:**

No. of 8 x 8	No. of 8 x 10	No. of 10 x 10	No. of x	Corners		Outside Booth	Direct Sales	Food	Subtotal	HST 12%	PreBook/ %Deposit	Balance Due
				8x10	10 x10							
\$660	\$705	\$760	\$	\$805	\$870	\$660	\$950	\$775				

Exhibitor authorizes CHBA Northern BC to process credit card payment:  yes  no HST Exempt:  yes

Visa:  MasterCard:  Credit Card Number: \_\_\_\_\_ Expiry: \_\_\_\_\_

Signature for approval of card processing: \_\_\_\_\_ Full Payment:  50% Payment:  Cheque:

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Exhibitor is entitled to 2 full weekend access badges per exhibitor.  
Additional access badges may be provided upon the approval of CHBA Northern BC.

\_\_\_\_\_ # of additional full weekend access badges requested \_\_\_\_\_ # of additional single day access passes requested.

Possessing compressed air or liquid container at booth:  yes  no

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Please designate your 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> choices of booth space:  
#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

Full and specific description of products or service you wish to exhibit:  
\_\_\_\_\_  
\_\_\_\_\_

**X** \_\_\_\_\_  
Signature Contact Name - please print clearly Date

For office use only:

Date	PreBook	Cash/ Debit	Cheque	Visa	MC	Balance Due	Booth Awarded	Date Received

# Contract/Space Request – 2012

## Canadian Home Builders' Home Show Continued, Page 2 of 2

- **Payment:** One half total funds are payable with submission of this contract, to be accompanied by a post-dated cheque for no later than March 1, 2012 to cover the remaining funds due. All cheques made payable to: CHBA Northern BC.
- All inside booths will be draped with eight foot high back drapery and four foot high side drapery, one duplex electric outlet, one table and two chairs. Any requirements outside of the above shall be installed at the expense of the Exhibitor, and arranged by the Exhibitor through CENTRAL DISPLAY. All outside spaces will be just the booth space marked out on the pavement, power or any other amenities to be arranged and paid for by the Exhibitor through CENTRAL DISPLAY. All displays must be within the Exhibitor's allocated space including wall height, 4' side wall and 8' back wall.
- Details of the floor plan are preliminary and may change at a later date to suit the exhibit requirements.
- **Move In Times:** Set up times are 8:00am to 8:00pm, Thursday, April 26, 2012, and 8:00am to 12:00pm, Friday, April 27, 2012. At the discretion of the Lessor, the Exhibitor may be denied right of entry if set up has not commenced by 10:00am Friday, April 27, 2012. Overhead doors will be closed at 12:00 noon, Friday, April 27, 2012. Exhibitors must check in with Site Office upon arrival; before assembling display.
- **Move Out Times:** Dismantling of exhibits will commence no earlier than 4:30pm Sunday, April 29, 2012. All exhibitor space must be dismantled and removed by 5:00pm Monday, April 30, 2012. Default will entitle the Lessor to remove the exhibit at the Exhibitor's expense and to retain the exhibit until all relative expenses have been paid. The Lessor has the right after 14 days to sell the exhibit, and apply proceeds of the sale towards such costs.
- **Show Hours:** Home Show will be open to the public Friday, April 27, 2012 – 3:00pm to 9:00pm; Saturday, April 28, 2012 – 10:00am to 8:00pm; and Sunday, April 29, 2012 – 10:00am to 4:00pm. Exhibits must remain intact and manned at all times.
- The Lessor reserves the right to reject or prohibit exhibits or Exhibitors at any time during the Show. I/We agree and accept the terms and conditions set forth on both pages of this contract. It is agreed that no other agreement or representation exists between the Lessor and Exhibitor outside of this contract.
- **Cancellations:** That should any circumstances whatsoever cause the cancellation of the Home Show, the Exhibitor's payment will be refunded and the Lessor will be under no further obligation whatsoever to the Exhibitor. It is further understood and agreed that at any time up to and including April 25, 2012 the Lessor may, in its absolute discretion decide not to proceed with the Home Show and in such an event the Lessee's payment shall be refunded and the Lessor will be under no further obligation to the Exhibitor.
- The Lessor reserves the right, in its absolute discretion, to cancel this agreement and deny access to the Home Show to any Exhibitor. The Exhibitor understands and agrees that if this agreement is cancelled, the refund of the funds paid by the Exhibitor releases the Exhibitor from any and all liability claims or demands of whatsoever nature arising from the cancellation.
- In the event that the Exhibitor gives notice of its intent not to proceed with this agreement, the Exhibitor understands and agrees that all monies paid by the Exhibitor shall be absolutely forfeited to the Lessor and shall be retained by the Lessor as liquefied damages based upon the following:
  - Space cancelled by December 31, 2011 – full refund, less administration fee (\$125).
  - Space cancelled between January 1, 2012 and March 15, 2012 – 50% refund, less administration fee (\$125).
  - Space cancelled after March 15, 2012 – no refund
- That the Exhibitor **will not sublet or resell** any portion of space allotted to him, even upon cancellation of space.
- That the Exhibitor must arrange and conduct his exhibit in a manner contributing to the best interest of the Home Show in the judgment of the Lessor. If the Exhibitor fails to comply with any of the terms of this contract, the Lessor shall have the right upon notice to immediately repossess the said space and dispose of it in any manner as it sees fit. In such an event, the Exhibitor agrees to pay the Lessor any deficiency, loss or damage suffered by the Lessor and any monies paid hereunder shall be forfeited and retained by the Lessor toward payment of such damages.
- The Exhibitor shall repair within 3 days, at his own expenses, any damage sustained to the floors, walls or ceilings of the space so occupied by him at Exhibitor, or any other part of the complex.
- That the Exhibitor in the installation of said exhibit, **shall comply with all Federal Law and Ordinances and By-Laws of the City of Prince George and regulations of the Fire Department and Civic Properties Commission of Prince George, B.C.** Neither the Lessor nor its agents or employees shall be liable for any legal proceeding which may be brought upon the Exhibitor by any authority for breach of Provincial, Federal or Municipal Laws. NOTE: all compressed air or liquid gas containers must be anchored to prevent tipping. **CHBA Northern BC must be notified if using these items.**
- That the Lessor reserves the right to move an Exhibitor to a different location if it becomes necessary in the Lessor's judgment for the best interest of the Home Show.
- That all exhibits must be contained wholly within the leased space, and must not exceed eight feet in height unless written permission is given by the Lessor. Distribution of any printed matter, souvenirs or other material will be restricted to the contracted space. **No soliciting will be allowed outside of the Exhibitors' contracted space by any Exhibitor**, unless written approval is given.
- That all liability, guarantees are the sole responsibility of the Exhibitor. Sales shall be limited to portable items or orders taken.
- That loud speakers or public address systems are prohibited unless written approval is provided by the Lessor. It shall be each Exhibitor's responsibility to ensure that the sound level emanating from his/her booth space from any cause shall not be at a level which will disturb other Exhibitors in the Home Show. The Lessor may, at its complete discretion and without notice, terminate any and all sound systems.
- **Insurance:** that the Exhibitors must secure their own liability insurance and indemnify the Lessor in respect of third party claims associated with the Exhibitor's exhibit for any and all claims including claims of negligence AND take all necessary measures to mitigate the possibility of harm arising from potential hazards and ensure the safety of their exhibits against all actionable occurrences of every kind, nature and description, including theft, burglary, fire and liability.
- **Character of Exhibits:** Only products pertaining to the character of the Home Show will be permitted. Exhibitors will request approval of doubtful articles and the Lessor also reserves the right to prohibit or remove any exhibit, which in the judgment of the Lessor, may detract from the general character of the Home Show. This reservation includes persons, things, conduct, printed material or anything of a character which may be detrimental to the Home Show as a whole.
- **Liability:** Neither the Lessor nor its agents or employees, will be liable for any damage to the property of or loss of business to the Exhibitor, or any loss by theft, or damage by fire or other means, or for any injuries to the Exhibitor, its employees, agents, customers or guests, arising from any cause or matter whatsoever, even though occasioned, caused or contributed to by the negligence of the Lessor, its agents or employees. The Exhibitor, on behalf of itself, its employees and agents, agrees to protect, indemnify and hold harmless the Lessor, its agents or employees, from all costs, losses, damages and expenses, including court costs and legal fees and other expenses of litigation, arising out of or from any accident or other occurrence in connection with the use of the occupation by the Exhibitor of its exhibition space or general exhibition grounds, causing injury to any person or property whomsoever, even though occasioned, caused or contributed to by the negligence of the Exhibitor or Lessor, or their agents or employees.
- It is the responsibility of the Exhibitor to obtain all necessary permits and licenses for any **draws/give-aways/contests**, conducted by the Exhibitor. The Lessor has the right to have any raffles or draws discontinued at any time throughout the Show, at the absolute discretion of the Lessor.