

# Home, Cottage & Culinary Show – Exhibitor Terms & Conditions

## 1. Exhibit rental space

- 1.1 The HCC Team will assign booth space to the Exhibitor in accordance with the identified preferences of the Exhibitor, to the best of their abilities, but reserves all rights to the final allocation of the rental space and the right to make reasonable shifts of booth locations.
- 1.2 Booth displays are to be set up in support of the **Home, Cottage & Culinary Show** theme, with a professional presentation. All signs and displays must remain within your designated booth space, without impeding other exhibitors or attendees, and may not be taller than the back curtain of the booth (8ft). Open flames, or any other fire hazards, are not permitted within the Exhibition Hall. Connect with the HCC Team if you require outdoor exhibit space for any reason.
- 1.3 All booth construction, displays and signage shall be subject to the reasonable approval of the HCC Team, and anything not approved will be remedied by the Exhibitor with no liability to the HCC Team for costs incurred. If appropriate remediation is not completed and/or constitute a fire or public safety hazard, the HCC Team shall have the option of completing the necessary changes at the expense of the Exhibitor, up to and including the removal part or all of the display; the Exhibitor will not be entitled to a refund of amounts paid for the Rental Space.
- 1.4 Exhibitors shall not assign any rights or sublet space under this Exhibit Space Application/Contract without the prior written permission of the HCC Team, which permission may be arbitrarily withheld. Exhibitors are encouraged to use the display space to showcase their own business, services and products; however, the HCC Team will consider partnered displays and/or not-for-profit support on a case-by-case basis for approval.
- 1.5 The HCC Team reserves the right in its sole and unfettered discretion to:
  - a. determine the eligibility of Exhibitors and exhibits for the show;
  - b. reject or prohibit exhibits or Exhibitors which it considers objectionable, inappropriate, disruptive or offensive to the HCC Team, other Exhibitors or Show attendees;
  - c. change or modify the layout of the Show and/or relocate exhibits or Exhibitors;
  - d. cancel in whole or in part the Show due to any reason or event beyond the control of the HCC Team;



- e. change the date, location and duration of the Show, without any liability to the HCC Team or the Show Sponsors.

## 2. Exhibitor Covenants, Permits, Insurance & Liability

- 2.1 The Exhibitor agrees to abide by all by-laws, laws, rules, regulations and ordinances of the municipality, police and fire departments, Ministry of Labor and of all other governmental or regulatory body having authority with respect to the facility and the Show and with respect to environmental and public health and safety and the Ontario Health & Safety Act.
- 2.2 Exhibitors providing food products for consumption on-site, either as samples or for purchase, shall submit a [Special Event Food Vendor Permit](#) application to Sudbury and District Public Health ([Health\\_Protection@phsd.ca](mailto:Health_Protection@phsd.ca) or fax 705-677-9607) a minimum of 14 day prior to the Show for review and approval. Exhibitors shall provide a copy of the approved permit prior to setting up their exhibit.
- 2.3 Exhibitors providing alcoholic products for consumption on-site, either as samples or for purchase, shall provide a copy of their AGCO Caterer's Endorsement or approved Special Occasion Permit (SOP) and abide by all regulations contained within the approved license/permit.
- 2.4 The Exhibitor shall obtain and maintain at Exhibitor's expense a comprehensive general liability and all risk property insurance to cover the period from the move-in date to the date the Exhibitor has fully moved out of the Show premises. The Exhibitor shall provide a Certificate of Insurance (COI) for a minimum of \$2,000,000.00, naming the **Town of Northeastern Manitoulin and the Islands (PO Box 608 Little Current ON P0P 1K0)** as Additional Insured prior to setting up their exhibit. For assistance securing the required COI, contact your insurance provider or connect with [www.duuo.ca](http://www.duuo.ca).
- 2.5 All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in transit to or from or within or outside the facility. The **Home, Cottage & Culinary Show**, nor the facility will be liable for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

## 3. Installation, Operation and Removal of Exhibits

- 3.1 **Set-up of exhibit booths must be complete by 3p.m. on Fri. May 30<sup>th</sup>.** Exhibitors with large booths and/or equipment are to set up the morning of Thurs. May 29<sup>th</sup>, 30-minute appointment times to be scheduled with the HCC Team. Set-up for the



remaining Exhibitors will be open Thurs. May 29<sup>th</sup> 1p.m. to 8p.m. and Fri. May 30<sup>th</sup> 8a.m. to 3p.m.

- 3.2 Exhibitors must have staff and/or volunteers present in their booth at all times while the **Home, Cottage & Culinary Show** is open to the public (Fri. May 30<sup>th</sup> 4p.m. – 8p.m., Sat. May 31<sup>st</sup> 10a.m. – 5p.m., Sun. June 1<sup>st</sup> 10a.m. – 3p.m.). Exhibitors shall not dismantle or remove their displays before 3p.m. on Sun. June 1<sup>st</sup>.
- 3.3 Exhibitors shall remove all exhibit equipment and materials (including fluids) from the facility by 7p.m. on Sun. June 1<sup>st</sup> unless alternate arrangements are approved ahead of time by the HCC Team. Removal of materials will be at the sole risk of the Exhibitor and in full compliance with all environmental and public health and safety requirements. Failure to return the rental exhibit space to the same condition as at move-in will result in the Exhibitor being responsible for such additional costs as may be incurred.
- 3.4 The Exhibitor will be liable for any damage caused to building floors, walls or boards or to any standard booth equipment or to another exhibitor's booth or property caused by the installation, use or removal by the Exhibitor or anyone acting on the Exhibitor's behalf.

#### **4. Cancellation and Termination**

- 4.1 The Exhibitor may cancel their Exhibit Booth Application/Contract for a full refund by providing written notice to the HCC Team prior to Fri. March 28/25. Cancellations received after Fri. March 28/25 are non-refundable and non-transferable. In the event that an Exhibitor fails to make full payment by Wed. May28/25, or fails to appear at the Show, then the HCC Team may:
  - cancel this Exhibit Booth Contract without notice and all rights of the Exhibitor hereunder shall cease and terminate;
  - retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of contract.
- 4.2 In the event that the Exhibitor, or their representative, behaves in an unprofessional manner that creates a safety or security risk to attendees or other Exhibitors, causes intentional damage, or otherwise endangers the reputation of the HCC, NEMI and/or its representatives, the HCC Team is entitled to immediately and without notice revoke all privileges of the Exhibitor. The Exhibitor shall not be entitled to a refund of any payments made and the HCC Team may make a claim against the Exhibitor for damages or the enforcement of any amounts owing. All amounts paid or payable by

the Exhibitor shall be deemed earned and all deposits received shall be non-refundable and non-transferable.

## 5. Indemnification

The Exhibitor agrees to indemnify and hold harmless **Home, Cottage & Culinary Show**, and the HCC Team, Show Sponsors and facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from:

- the Exhibitor's occupancy of the Rental Space and/or its environs;
- the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show;
- personal injuries, death, property damages or any other damage sustained by the Exhibitor, **Home, Cottage & Culinary Show**, the HCC Team, the facility, Show Sponsors or a visitor to the Show, and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible at law.

## 6. Cancellation or Curtailment of The Show

In the event the facility in which the Show is to be held becomes unavailable for occupancy, or if for any reason the HCC Team is unable to permit the Exhibitor to occupy the facility or the Rental Space, or if the Show is cancelled or curtailed, for any reason beyond the control of the HCC Team, including but not limited to casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other natural disasters, acts of public enemies, acts of terrorism, riots or civil disturbances, strike, lockout or boycott; the **Home, Cottage & Culinary Show**, the HCC Team and Sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the Exhibitor may suffer.

## Exhibitor Declaration

On behalf of \_\_\_\_\_, I, \_\_\_\_\_, declare that I have read and agreed to the above Home, Cottage & Culinary Show - Exhibitor Terms and Conditions.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_.

