

HOME, & GARDEN LANDSCAPE SHOW



2012 Home, Garden and Landscape Show at the Waukesha Expo Center March 9,10 & 11 OFFICIAL EXHIBITOR CONTRACT

Company: _____
 Contact Name: _____
 Address: _____ City: _____
 State: _____ Zip: _____
 Phone: _____ Fax: _____ Cellular: _____
 E-mail: _____

Booth Space: (10x10) Discounts for multiple booths.

Please circle the number of booths and corresponding rate on the chart below.

Number of Booths

1 Booth	2 Booths	3 Booths	4 Booths	4+ booths
\$695	\$1295	\$1845	\$2295	Please call

Do you need electrical service? \$75.00/run of show Yes (Includes 1 - 110 line per exhibitor) No

Do you need a skirted banquet table? ___ Yes ___ No (Included in booth price)

Additional tables? \$20/run of show ___ Yes ___ No

Booth space requested: 1st choice _____ 2nd choice _____ 3rd choice _____

Payment: 50% due with contract, by November 15, 2011 to reserve same booth space as 2011.
 Remainder of balance due by February 1, 2012.

Exhibitor forfeits booth space if final payment is not received by February 1, 2012.

Payment Amount: _____ Visa/MC/AMEX Check Enclosed

Credit Card No: _____ 3 Digit Number on Back: _____

Zip Code: _____ Exp: _____ Name on Card: _____

Cardholder Signature: _____ Date: _____

We agree to abide by the contractual rules and regulations governing the Home, Garden & Landscape Show as noted on this contract and understand that booth space will not be assigned without completed contract and 50% deposit. (Please read carefully before signing). This application becomes a binding contract when signed and returned.

Signature: _____

Mail To: Express News • W130 N10437 Washington Dr. • Germantown, WI 53022
or
Fax To: 262-242-9450

2011 Home, Garden & Landscape Show at Waukesha Expo Center Contract: Rules, Regulations & Instructions

In all references below, Management refers to the Hometown Publications II including their agents and employees; Exhibitor refers to the company requesting space, including their agents and employees.

1. Arrangement, Height & Content of Exhibit: Exhibitor agrees to install an attractive and educational display of their products or services that are offered in the regular course of their business. All products displayed must be new, must be described on the contract application, and must be related to the home building/Improvement industry, unless management approval is granted. Exhibits must be built within the assigned booth area covered by this contract and shall comply with all applicable laws, codes, and ordinances. Uniform set-up furnished by Management includes draping used to establish booth perimeters. Exhibitor must build their display to ensure that it will fit within those perimeters allowing space for the piping needed to hang the draping. For side wall height, the first 5 feet into your exhibit space from the aisle, the display may not exceed the 3 foot height of the siderail. Unfinished sides of your display must be covered. Exhibits may not exceed 8 feet in height without prior written permission from Management. In the event that permission is granted to exceed the 8' height, the backside of the display above that level must be covered in a manner so as not to detract from any other exhibits, and is subject to approval of Management. All signs shall remain within the confines of the assigned booth space and must be designed so as not to detract from other exhibitors or exhibit space. Management retains the discretionary right to remove any exhibit or portion of exhibit that is not in compliance with the purpose or rules of this show.

2. Assignment of Booth Space: Booth space shall not be assigned until payment has been received. Any uncollected payment will result in the assessment of a \$25 service charge which must be paid in full prior to booth assignment. Management has the sole discretion for the assignment of Exhibit space and will endeavor to assign space in the order requested or assign equivalent available space. Floor plans and assigned space may be changed by Management without notice to the Exhibitor. Management reserves the right to move an exhibitor to an equal space if the assigned space should be such as to block the sale of multiple space to another exhibitor.

3. Subletting of Space: Exhibitor agrees not to sublet or assign any portion of their assigned space.

4. Set Up and Staffing of Exhibits: Exhibitor agrees to complete the installation of their exhibit in accordance with the schedule established by Management and to have such installation complete by 2:00 p.m. of opening day. No exhibit may be altered, moved, or removed after the show opens unless special permission in writing is granted by Management. Exhibits must be maintained intact, kept clean, and shall be attended by staff during all regular show hours. There will be a \$200 fee charged to exhibitors that dismantle before 4:00 p.m. on Sunday, March 11, 2012, and those exhibitors will not be invited back for future shows. Set up shall be done in a considerate, orderly manner with safety being a prime consideration.

5. Tear Down of Exhibit: Exhibit must be removed in its entirety from the show facility no later than 3:00 p.m. on Monday, March 12, 2012. Such removal shall be done in a considerate, orderly manner with safety being a prime consideration. Management is authorized to remove, or have removed, any exhibit that remains in the facility after that date & time. Exhibits left after that date & time will be at the sole negligence of the Exhibitor and will be considered abandoned. The Exhibitor will pay all fines, charges, and expenses incurred as a result of such abandonment, in an amount to be no less than \$500 per day, to Management, for each day or part thereof that the Exhibitor's exhibit or materials are not claimed by the Exhibitor. Exhibitor further agrees to assume all expense for the cost of storage and if not claimed within 60 days, Exhibitor relinquishes all claim to the exhibit and/or materials and agrees to indemnify Management for disposal.

6. Audio, Video & Sound Control: All sound produced by any means must be kept to a level as not to disturb neighboring exhibits. Material displayed must be morally acceptable to the general public and be appropriate for family viewing or listening. Exhibitor agrees to accept full responsibility for all licensing of copyrighted music or other media played or performed in their exhibit and agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any person or corporation as a result. Exhibitor indemnifies and holds Management harmless for all claims and/or damages arising from its failure to obtain licenses or pay royalties for recorded or live music or other media played or performed in their exhibit space.

7. Service: All services, equipment, electricity, and furnishings provided to the Exhibitor shall be paid for by the Exhibitor and shall normally be obtained through the independent service contractor designated by Management.

8. Fire Regulations: No explosive or highly flammable material may be used for decoration or display. No open flames or helium tanks will be permitted within the building. All regulations set forth by the local and state fire officials must be complied with implicitly. Special equipment that may present a hazard is subject to approval by those fire officials.

9. Motorized Vehicles: Any motorized or self-propelled equipment or vehicles used for the set up of Exhibit space must be removed from the building by 3:00 p.m. on Monday, March 12, 2012. Such use shall be governed by the regulations set forth by the facility owner and any local & state regulations.

10. Insurance and Liability: Exhibitor agrees to indemnify and hold harmless this event; Management along with its agents and employees; and the Owner of the Facility, against any claims and charges including those caused by Exhibitors acts and omissions, and to defend, at Exhibitors expense any and all such claims and charges. Exhibitors are required to carry General Liability Insurance coverage with a minimum per occurrence limit of \$500,000, and shall endorse their policy to add Management as an Additional Insured and Certificate Holder. Proof of insurance will be forwarded to Management. No Exhibitor may begin installation of their material until such Certificate is received by Management. All Exhibitor property is understood to be at the Exhibitors risk and by acceptance of this contract, the Exhibitor releases Management and the show facility from any liability for damage, injury or loss to any person or goods, from any cause whatsoever. Exhibitor shall also maintain a Workers' Compensation and Employer's Liability Policy to cover their employees as required by state law.

11. Booth Operation —Sales/Food/Souvenirs: Food concessions are controlled by the facility. No food or refreshments may be given out without the advance written consent of Management. Brochures and souvenirs may be distributed by the Exhibitor from within their contracted space only, and must be appropriate for family/children distribution. All sales activity of the Exhibitor must be confined to their contracted space.

12. Janitorial/Utilities: Exhibitors are required to maintain their contracted space for cleanliness and safety. Janitorial service will be provided for the aisles. All electrical cords used by Exhibitor must be commercial grade, with grounded, 3 prong plugs. All electrical usage is subject to approval of the Facility and their designated electrical contractor.

13. Cancellation of Show: In the event Management is unable to open the show as herein provided, or to furnish the space to the exhibitor herein described, or comparable space as herein above provided, it will refund to the exhibitor all sums paid hereunder, which shall be in full liquidation of all loss or damage suffered by the exhibitor. If, however, Management is unable to open the show or is compelled to postpone or relocate the show on account of strikes, fire, casualty loss, act of God, or other causes beyond Management's control, then it shall not be in any manner financially liable to Exhibitor.

14. Cancellation Requests: All requests for cancellation shall be made in writing and shall be subject to the following fee schedule:

Request received by December 30, 2011: Refund less a \$100 handling fee.

Request received between December 31, 2011 – February 1, 2012: 50% of booth fee shall be retained.

Request received after February 1, 2012: No refund will be granted.

15. Contract Amendments: Management reserves the right to promulgate and adopt such further rules and regulations as may be reasonably necessary for the convenience and safety of all exhibitors and any and all such regulations or rules shall be as much a part hereof as though fully incorporated herein and the Exhibitor agrees to conform and abide by them. Rules of the show facility are incorporated reference and are made a part hereof as though full included.

16. Termination: In the event of a contract violation or of this contract by Exhibitor, Management is authorized to terminate the contract and retain all amounts paid by Exhibitor and shall be entitled to compensation for all other costs incurred resulting from the contract violation. In addition, exhibitor shall forfeit their right to participate in future shows for a minimum of one year.

17. Force Majeure: In the event the Waukesha Expo Center, or any part of the exhibit areas thereof, are unavailable, whether for the entire event or a portion of the event as a result of fire, flood, tempest or any other such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot or any other cause or agency over which the show has no control, or should the show decide that because of any such cause it is necessary to cancel, postpone, or reschedule the show, or reduce the installation time, show time, or move-out time, the show shall not be liable to indemnify or reimburse the exhibitor in respect of any damage or loss, director or indirect, as a result thereof.