

2019



BAYFIELD HOME & GARDEN SHOW

EXHIBITOR TERMS & CONDITIONS

GENERAL

- The Exhibitor agrees to abide by the Terms & Conditions adopted by the Bayfield Lions Club, as the Show Organizers, prior to, during and after the Show. The decision of the Bayfield Lions Club on any question or interpretation of these Terms & Conditions shall be final and binding on all parties.
- **Space fees are due and payable in full under these terms and conditions and by the date indicated on the space contract unless otherwise specified.** Exhibitors will not be allowed into the Show unless this condition is met. In the event the Exhibitor fails to make payment or fails to comply in any way with the Terms & Conditions, participation in the Show will cease. If an Exhibitor's cheque is returned by the bank due to insufficient funds, a \$50.00 fee will be charged to the Exhibitor.
- The Bayfield Lions Club, as Show Organizers, reserve the right in individual cases to waive compliance with any particular Term or Condition at any time.
- The Exhibitor agrees to obey any non-smoking regulation in effect at the facility and agrees to ensure its representatives obey any such regulation.
- The space contract is for the current show only and a standard booth size is 10'x10'.
- No direct selling is permitted at the show.
- The Exhibitor is responsible for and make good any damage caused to the Facility which, but for the Exhibitor's use, would not have occurred.

RIGHT OF FIRST REFUSAL

- An Exhibitor who occupied and fully paid for a space in the prior year's Show has the right of first refusal for that same space until January 31, 2019, **provided that payment in full is made by January 31.** After that date all space is open for sale and allocated on a first to fully pay basis.

INSURANCE

- The Exhibitor shall obtain and maintain a policy of insurance acceptable to the Bayfield Lions Club at the Exhibitor's expense. Proof of such coverage will be provided to the Club.

MOVE IN; MOVE OUT; STAFF ENTRY

- **Move in** begins Thursday prior to the Show opening. Access to the Bayfield Arena for set up is from 1:00 pm to 6:00 pm Thursday and 8:00 am to 3:00 pm Friday. Vehicle access door will be closed at 11:30 am Friday to permit the facility to warm up.
- **Move out** is Sunday from 4:00 pm to 8:00 pm and Monday 8:00 am to 12:00 noon. All space **MUST** be vacated by 12:00 noon, Monday, **NO EXCEPTIONS**.
No Exhibitor shall tear down prior to the show closing at 4:00 pm.
- The Bayfield Lions Club does not assume responsibility for any loss.
- Exhibitor and staff will be permitted entry to the Show 30 minutes prior to opening times on Saturday and Sunday.

SPACE

- The Bayfield Lions Club reserves the right to determine the eligibility of Exhibitors and exhibits for the Show, to reject or prohibit exhibits or Exhibitors which the Bayfield Lions Club consider objectionable and to relocate Exhibitors or exhibits when, in the Club's opinion, such moves are necessary to maintain the character and good order of the Show.
- The Exhibitor agrees to occupy and staff the contracted space during the full term of the show.
- The Exhibitor agrees not to sublet any of the contracted space without written permission of the Bayfield Lions Club.
- The Bayfield Lions Club reserves the right to cancel and terminate the contract with any Exhibitor who is in violation of any Show rules or for any misrepresentation. This decision shall be at the sole discretion of the Bayfield Lions Club.
- No material considered offensive by reason of their odor, sound or appearance or which are dangerous by reason of their combustible or explosive character will be allowed.
- Display materials and signs must not overhang the aisles or encroach on adjacent exhibits.

SAFETY & SECURITY

- No materials which are dangerous by reason of their combustible or explosive character will be permitted in the Show. No food products or other material shall be heated in the exhibit space. Electrical equipment must meet CSA or ULC standards with stickers attached.
- Exhibitors will take all necessary precautions to protect and guard any products or product demonstrations that may cause accidents, injury or damage to any individual or to the building or show supplier. Extension cords must comply with the Electrical Code of Ontario.
- The exhibit areas will be locked during non-show hours. The Bayfield Lions Club does not assume responsibility or liability for any losses.
- The Bayfield Lions Club will not be liable for any loss to an exhibit or due to the negligence of other Exhibitors.

CANCELLATION

- Notice of cancellation must be received in writing at least 30 days prior to the opening date of the Show. Cancellation, any time after 30 days of the opening day will result in forfeiture of all monies paid. Cancellation, for any reason, prior to 30 days to the opening date will result in an administrative charge of \$100. This also includes any contract signed after the cancellation date.
- Unless otherwise specified, space rental fees are due and payable in full under the terms and conditions of the Exhibitor Contract. In the event the Exhibitor fails to make payment of the contract agreement, The Bayfield Lions Club reserve the right to cancel the exhibit contract without notice and all rights of the Exhibitor hereunder shall cease and terminate. Any payment made on account will be retained as liquidated damages for breach of contract. The Bayfield Lions Club may re-rent the said space. Failure to appear at the event does not release the Exhibitor from responsibility for payment of the full cost of the space rented.
- **Payment of any space rental must be made in full prior to move-in.**
- In the event the Facility in which the show is to be held is destroyed or becomes unavailable for occupancy for any reason beyond the control of the Bayfield Lions Club, or for any reason, the Bayfield Lions Club is unable to permit the Exhibitor to occupy the space, or if the Show is cancelled or curtailed, The Bayfield Lions Club will not be responsible for any loss of business, loss of profits, damage or expense that the Exhibitor may suffer. The reasons listed include, but are not limited to, fire, explosion, flood, weather or other Acts of God, acts of public enemies, civil disturbance, strike, lockout or boycott.

EXHIBITOR CONDUCT

- All exhibits must be staffed at all times.
- No representation of any other company and/or products other than those of the registered Exhibitor will be permitted without the written permission of the Bayfield Lions Club.
- Two Exhibitor badges will be provided for each booth rented.
- Exhibitors must keep their display clean and tidy at all times.
- Out of respect and courtesy for all, no product or cross counter sales will be conducted.
- The use of public address systems or other similar devices for the purpose of attracting attention to the exhibit space is prohibited.
- Unseemly or unethical behaviour and methods will not be tolerated and must cease when notified by the Bayfield Lions Club.
- The decision of what constitutes undue noise, unseemly or unethical conduct will be the right of the Bayfield Lions Club.
- No animals are permitted except service dogs.

INDEMNITY

- The Exhibitor accepts all risks associated with the use of the exhibit space. The Exhibitor shall not make any claim or demand or take legal action, whatsoever, against the Bayfield Lions Club, or the Municipality of Bluewater or their officers, directors, employees
- The Exhibitor indemnifies the Bayfield Lions Club from and against all claims and demands, costs and charges of every kind resulting from their occupancy of the Exhibit space or area, for personal injuries, death, property damages, or any other damage sustained b the Exhibitor, its officers, employees or those for whom in law are responsible, or a visitor to the Show.



THE BAYFIELD LIONS CLUB

“WE SERVE”