

Home & Garden Show April 1-3, 2022 EXHIBITOR CONTRACT

We (I), the registrants, hereby enter into this contract with Baldy Mountain Media – Home & Garden Show Event for exhibition booth space in the 2022 Home & Garden Show, to be held April 2nd & 3rd, 2022 and the networking dinner to be held April 1st, 2022.

We (I) agree to pay the related fees as outlined within the Home & Garden Show Exhibit Space Application. We (I) further agree to pay \$200 upon exhibit space request. Balance due on or before the deadline date of March 23rd, 2022. If we (I) cannot make full payment by that date, we (I) understand that this agreement will be cancelled without prior notice.

CANCELLATIONS/DEFAULT OF OCCUPANCY: It is understood that cancellations after March 15th, 2022, will result in forfeiture of all fees paid. All contracts/registration forms are subject to approval due to product duplication, space availability or management discretion. If the contract/application form is not accepted, the Deposit received will be refunded. Any Exhibitor failing to occupy space contracted for is obligated to pay the entire rental of said space.

BOOTH/SPACE RESERVATIONS: Booth/Space Reservations are on first-come, first-served basis. Any booth/space reservations showing a balance owing as of March 23rd, 2022, will be **automatically canceled without further notice or refund of any monies paid** and said booth/space made available for rent.

GENERAL RULES

1) Baldy Mountain Media controls the aisle space and show layout and reserves the right to make adjustments it deems necessary to improve the character and safety of the Show.

2) Exhibitors' carpet/flooring materials must not extend into aisle. Literature must not be passed out or distributed from aisles.

3) Exhibitor signs or banners are only allowed within the contracted booth/space area. Any literature or promotion materials such as signs banners are not allowed over the aisles or in any areas other than the rented exhibit space. North Boyer Street fence-line banner space is available exclusively to Show Sponsors and Show Exhibitors.

4) **NO SMOKING** in the building or near any entrances. Smoking is allowed behind the Main Exhibit Building.

5) **SHOW TIMES:** Saturday, April 2nd, 10am – 5pm; Sunday, April 3rd, 10am – 4pm.

Doors are open to Exhibitors 1 hour before and after show times.

6) EXHIBIT SET-UP AND TEARDOWN

SET UP for Small Booth Displays ~ Friday April 1st, 2022, 3-8pm and Saturday April 2nd, 9-10am.

SET UP for Large/ Landscape Displays ~ Friday, April 1st, 9am – 3pm. Finishing touches can be made on Friday, April 1st, 3 – 8pm and Saturday April 2nd, 9-10am. Please contact Emily Neff

NO VEHICLES IN BUILDING AFTER 3PM ON FRIDAY!

ALL EXHIBITORS

Do not make any holes or alterations to the building. The Exhibitor will be charged for the cost to repair ANY and ALL damages to the *walls or floor*. Payment to fully restore to original condition will be the Exhibitor's responsibility. (See Item 13 below)

- Handicap Accessible: All entrances and exits of the display/exhibit are not to be blocked and handicap parking will be strictly enforced.
- Electrical cords are not allowed in walkways and must be placed in such a manner as to avoid tripping hazards.
- Displays will not obstruct a direct path to emergency exits or visibility of neighboring exhibits.

LARGE / LANDSCAPE / FEATURE DISPLAYS:

- **Protective Material must be laid down on floor before driving on floor.**
- PNEUMATIC TIRES must be on tractors and forklifts operated on Main Exhibit Building floor.
- If the display includes the use of materials such as bark, soil, sod, rock, and/or concrete products, **a heavy grade of plastic MUST be laid down first!**

- Product for use in the construction of the display may not be stored on grassy surfaces.
- **NO Tractors, Forklifts, or Vehicles of any kind will be allowed to operate in Main Exhibit Building on Friday April 1st after 3pm.**
- All feature displays must have accomplished a final interior and exterior grounds clean-up by 8pm Friday, April 1st. **TEAR DOWN for Small Booth Displays** ~ Sunday April 3rd, 4pm – 7pm and Monday April 4th, 9 am – 1pm. *Your booth space must be swept before leaving!*
TEAR DOWN for Large/Landscape displays Monday, April 4th, 9 am – 5pm. *Your booth space must be swept before leaving!*

Exhibits MAY NOT be dismantled or moved prior to 4pm on Sunday, April 3rd.

Noncompliance with any of the preceding guidelines may result in damage fees and/or denial of future booth registrations. **Any material and/or equipment which has not been removed by the above stated deadlines shall become the property of Baldy Mountain Media and, at its option may take any and all steps it may deem appropriate in disposing of such material and/or equipment AND charge the exhibitor for any cleanup/disposal fees.**

7) Baldy Mountain Media assumes no responsibility for any damaged or lost articles or exhibits.

8) **PROOF OF INSURANCE.** Exhibitors must have proof of Business Liability insurance. A business/company will not be allowed as an exhibitor of the Home & Garden Show without proof of current Liability Insurance. All EXHIBITORS ARE REQUIRED TO CARRY INSURANCE.

9) SHARING AND/OR SUB-LETTING OF SPACE

Exhibitors may share booths. However, All Exhibitors must have proof of insurance, be bound by this agreement, and register with the Idaho Tax Commission. Only one networking dinner is included with one booth fee. Additional dinners may be purchased separately. Please notify Baldy Mountain Media as a courtesy.

10) EXHIBIT SPACE

Baldy Mountain Media reserves the right to modify the space plan as necessary for appearance or general display guidelines or in order to conform to all Fire, City, County, State and Federal laws and regulations or building requirements.

Exhibitors are NOT required to have an attendant during Show hours. However, Baldy Mountain Media will not be held liable for any exhibit items taken or damaged.

FENCE LINE TRUCK/VEHICLE/TRAILER PARKING: One vehicle/trailer per business included on a first-come, first-served basis when registering in order to attract visitors to the show. No electricity available. Vehicles and trailers cannot be longer than 50'. Please be considerate when parking.

11) FOOD & DRINK

No alcohol may be served from the booth. No open flames.

12) Disturbing noise or forms of attracting to an exhibit which interferes with neighboring exhibits and/or the public and/or is seen as objectionable to Baldy Mountain Media will be caused to cease and will be excluded from the Show. Baldy Mountain Media reserves the right to exclude from any exhibits any item and/or presentation that are objectionable and/or contrary to the general character of the Show. This restriction and prohibition extends to all persons and their conduct, all printed matter and all other things, which are a part of the Exhibitor's exhibit to the end that each exhibit will be in keeping with the good character of the Show and in respect of fellow exhibitors. Baldy Mountain Media determinations in this regard shall be final and conclusive.

13) CARE OF BUILDINGS, GROUNDS AND EQUIPMENT

Exhibitor must not injure or deface the walls or floors of the building or the premises of the outside area. Compensation for ANY damages within or around a respective booth/space is the sole responsibility of the exhibitor to be paid in full for the correction of such damage.

The Exhibitor's space must be of good condition, clear of any and all garbage, and clear of all exhibit product and/or product information at the close of the Show. The Bonner County Fairgrounds dumpster may not be used for discarding any items.

14) All electrical extension or flexible cords shall be provided by the Exhibitor and shall be type S, 15 AMP, min14 GA, with UL approval. Such cords may be used only when necessary. Such cords may not be used for fixed wiring and may not be spliced. In addition, the cords should never be attached to any woodwork or wall, nor attached to any other support pipe. The Main Event Building has 120 V Power drops to the interior booth areas. Electrical access must be requested as not all booth spaces have close access.

15) LIMITS OF MANAGEMENT LIABILITY

Theft & Damages: Any loss or damage to merchandise in transit or while on Show premises will not be the responsibility of Baldy Mountain Media, Bonner County Fairgrounds, or Bonner County. Neither Baldy Mountain Media nor the Show building or any of their officers, agents, employees or other representative, shall be held accountable or liable for, and the same are hereby released from accountability or liability for, any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees or other representative, resulting from fire, water, accident, or any other cause or act of any person on the premises or the building.

16) IDAHO SALES TAX DECLARATION

All participants MUST register with the Idaho State Tax Commission whether they are selling or not. This only takes a minute. The Event ID is **852623360**. Booth setup will not be allowed until registration is complete.

- Go to tax.idaho.gov/GoToTAP and under “Sellers and Promoters” click “Register as a Temporary Seller or Promoter.”
- Choose “Seller WITH Event ID” > “Next”
- Choose “I am going to an event” > “Next”
- Enter the Event ID **1704984576** > “Next”
- Enter your Seller Information > “Next”
- Choose Purpose: “I am not making taxable sales,” “I have a regular permit” or “I need a temporary permit.” > “Next”
- Review your entry > “Submit”
- Check your email account for further instructions or attached Temporary Sellers Permit (if applicable).

YES, all participants need to register but NO, Regular Sales & Use Tax holders do NOT need a Temp Permit.

17) IDAHO CONTRACTOR REGISTRATION NUMBER

Exhibitors will confirm their business and/or individual Contractor Registration Number or confirm that the business and/or individual is not required to register with the State of Idaho as a Contractor by providing said information.

18) CONTRACT CANCELLATION

Baldy Mountain Media reserves the right to cancel this contract due to fire, strike, lockout or other causes beyond its control. Should this contract be canceled by Baldy Mountain Media, all deposits and monies received will be returned with the understanding that Baldy Mountain Media shall have incurred no liability, penalty or interest whatsoever.

19) DISPUTE/RECONCILIATION

Baldy Mountain Media is not responsible for any costs accrued through the arbitration of a dispute or for legal fees associated with the dispute’s reconciliation. Should a dispute arise between registered Exhibitor, the associated costs of the reconciliation shall rest solely upon the Exhibitors.

20) FACSIMILE TRANSMISSION

Facsimile transmission of any signed original document and retransmission of same shall constitute delivery of the original document.

21) ATTORNEY’S FEES

If either party initiates an arbitration or judicial action including an appeal, as to the interpretation or enforcement of this agreement, including remedies upon default, the prevailing party shall be entitled to its costs and reasonable attorney fees.

22) ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties respecting the matters herein and supersedes all prior written and oral agreements between the parties respecting such matter.

23) MODIFICATION

Modification of this agreement shall be in writing and executed by the parties.

24) GOVERNING LAW AND SEVERABILITY

This agreement is established under and shall be governed by the laws of the State of Idaho. Any provision prohibited by law or unenforceable shall not affect the remaining provisions of the agreement.

By submitting this registration, we (I) acknowledge that we (I) have read the Home & Garden Show Contract, and we (I) accept the defined terms and conditions of the contract. We (I) also agree that we (I), our (my) employees and representatives, as well as any shared booth owners/representatives will at all times observe, perform and abide by the same.

It is mutually agreed that there are no oral or written agreement or representations other than those printed or written, that neither the terms nor conditions can be modified by representative, agents, or otherwise, and this agreement shall constitute a valid contract only when accepted by Baldy Mountain Media.