

2021 SICBA Home & Garden Show Exhibitor Terms & Conditions

SPACE: The contracted space is to be used solely by Exhibitor whose name appears on the Contract, and no portion can be sublet. Exhibitor shall forfeit their right to the space, all prepaid space costs and, upon demand, pay any balance owing to Management if they fail to occupy or use the space.

DISPLAYS: All exhibits are subject to the approval of Management. All booths are 8'x10', 9x5'x10', 10'x10', 20'x9' and 20'x10'. Displays may not exceed 5 feet in height on the sides blocking the view of the booth next to them, unless mutually agreed upon with Exhibitor whose view is blocked. Corner or premium booth space can be an exception with pre-approval by the SICBA office. Exhibitors must, at their own expense, keep their spaces clean and exhibits in good order, and **must man their spaces at all times when the show is open to the public.** Visible backings of exhibitor booths must be finished. All licenses, inspections or permits required by law of any exhibitor in the installation or operation of their display shall be obtained by the exhibitor at their own expense prior to the opening of the Home & Garden Show.

INSTALLATIONS/ELECTRICITY: Any special carpentry, wiring, electrical or other work, venting, storm or water drainage connections shall be at the Exhibitor's expense. All booths have SHARED 110-volt electric service. Additional requirements for electricity shall be coordinated with the SICBA office 360-757-6916, to ensure conformity and compliance with Skagit County Fairground policies.

SIGNAGE: Signs are not to exceed the size of the booth. Signs are to be constructed in a professional manner. Handmade signs are not permitted.

SETTING UP & DISMANTLING: Exhibitor acknowledges the move-in dates of Thursday, March 25, 2021, 8am-8pm and Friday, March 26th, 7am-9am (**by hand truck only – no vehicles will be allowed on grounds on Friday, unless unloading between 7-9am**). Any exhibitor that is not set up by 10am on Friday, March 26th forfeits the use of their booth space and any monies for cost of booth space. Management shall have the right to use said space for its own convenience. Dismantling of the displays may not commence until 4pm on Sunday March 28th, 2020. No exhibits or parts of an exhibit may be removed from the building before the end of the published closing day. If an exhibitor breaks their booth down prior to closing hour, the exhibitor will not be eligible for the first right of refusal of booth for 2022. **All exhibits must be removed from the Skagit County Fairgrounds by NOON, Monday March 29th.** Exhibitors that do not vacate by this day and time will be charged \$100 for every hour after noon, until the booth is cleared. In addition, your booth space should be returned to the state in which it was, when you set up. Any garbage or items left in your booth space that requires clean up by staff will result in a \$50 clean up fee invoiced or charged to the booth renter.

CURTAINS & FLOORING: 8ft Blue pipe and drape along the back of your booth will be provided by SICBA. Your booth space will be marked off. Please stay within your assigned space for the duration of the show. Vendors are to provide their own carpeting or flooring in their exhibit space(s). This is a necessity for your booth. Additional needs for booth furnishings (tables, skirting, flooring, etc.) will be the Exhibitors responsibility.

AISLES: The aisles, passageways and overhead spaces remain under the control of Management, and no sign, decorations, banners, advertising materials or exhibits will be permitted in those areas except by permission of Management. All exhibits and personnel must remain within the confines of their own spaces and no Exhibitor will be permitted to erect signs or display products obstructing the view, occasion injury or disadvantageously affect the display of other Exhibitors. In addition, no items shall be distributed or left for pick-up in the aisle ways.

REASSIGNMENTS: Management shall have the right of moving an Exhibitor to another location in order to conform to all City, County, State and Federal laws and regulations and the requirements and guidelines of Management as deemed necessary.

FOOD & DRINK: Any vendor preparing, selling, and/or giving samples of food and/or drink must be pre-approved by the Skagit County Health Department and the SICBA Home & Garden Show committee.

RIGHTS OF MANAGEMENT IN EVENT EXHIBITION IS NOT HELD: Management shall not be liable for any damages or expenses incurred by Exhibitors in the event the Home & Garden Show is delayed, interrupted or not held as scheduled. If the space is not available for the users herein specified, this agreement shall immediately terminate, and in such event Exhibitors shall waive any claim to damages or any other recovery, except the return of monies paid for the space. Should Management, based on its sound professional experience, consider it financially, economically, or with respect to goodwill and other promotional aspects, inadvisable to hold the show at the time and place herein provided, Management may, at its option, terminate this agreement and return the sums paid by Exhibitor for space.

RESTRICTIONS: Management reserves the right to restrict or remove exhibits without refund that have been falsely entered or deemed by Management to be unsuitable or objectionable. This restriction applies to, but is not limited to, noise, PA systems, persons, animals, birds, things, conduct, printed matter, odors, and food or anything of a character that might be objectionable to Management.

LIABILITY INSURANCE: Exhibitor is entirely responsible for the space occupied and shall not injure, mar or deface the premises. Exhibitors shall secure and maintain liability insurance at their own expense, identifying SICBA as additionally insured. A copy of this Certificate of Liability Insurance coverage shall be sent to SICBA with the contract. Management will not be responsible for any injury to exhibitors, or the loss of, or damage to, any material from any cause whatsoever, while in transit to or from the building, or while in the HOME & GARDEN SHOW, whether or not Management provided attendants, equipment, or guards. Exhibitor agrees to reimburse Management and/or the Skagit County Fairgrounds for any loss or damage occurring to the premises or equipment.

CANCELLATION OR WITHDRAWAL: An Exhibitor may cancel or withdraw from the show, subject to the following conditions: Exhibitor agrees that if cancellation occurs on or after January 20, 2020, Exhibitor shall forfeit all money to SICBA. In the event of cancellations, Management shall have the right to use said space for its own convenience. Cancellation prior to January 22, 2021 shall receive 50% of their payment. Exhibitors will receive a full refund if SICBA has to cancel the Home & Garden show.

FORCE MAJEURE: To the extent beyond a party's reasonable control, neither party will be liable to the other party, for any failure to perform an obligation under this Agreement when performance is prevented by any of the following causes; acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts, or edicts, changes in laws or regulations, strikes, fire, or explosion.

Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

INDEMNIFICATION: Exhibitor shall indemnify and hold harmless the Management and the Skagit County Fairgrounds from any claims, damages, losses and expenses including attorney's fees arising out of or resulting from the activities of the Exhibitor, or the officers, contractor's licensees, agents, employees, guest, invitees, or visitors of Exhibitor.

Dogs are not permitted on Fairgrounds except for service dogs.

You will be asked to accept these Terms & Conditions upon booking your booth online at www.HomeShowVendors.com. Please keep this page as a copy for your files.