## Build My Future



La Crosse Area Builders Assoc.

608.781.5242 or BuildMyFuture@labaonline.com

816 2nd Ave \$ #100 Onalaska, WI 54650 608.781.5242

I wish to reserve exhibit space at the Build My Future				
Construction Career Day & Industry Showcase				
April 18, 2023	9 am - 2 pm	Onalaska Omni Center		

·	
Company	
Contact Person	
Mailing Address	
City, State, ZIP	
hone	
-Mail Address	

## Exhibit Space Fee is \$350\* per Exhibitor. \$300\* for LABA Members Only.

This fee includes 1 table, 2 chairs and 5 meal tickets.

\* \$100 deposit due upon registration, full amount is due by Feb. 15.
\*Exhibitor Fee will be waived if vendor is an event sponsor.

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All exhibitors <u>must</u> provide a hands-on activity.	
Description of Hands-On Activity:	
Space Requirements (list any large equipment):	
Select the space you will need: (select one) Inside Outside  If you would like an additional space inside or outside, please submit an additional fo	rm with payment.
Electrical Requirements*:	
*Each exhibitor will receive one 110-volt outlet of power. If more is needed please co	
☐ Send Info on Sponsorship Opportunities (Deadline: Wednesday, Feb.	15)
ayment Method:   Check Credit Card Invoice I agree to the Build My Fut	ure Terms & Conditions (next page)
All sponsorships, donations and fees are to be paid to LABA.  If you would like more information, please contact Tena Bailey at  Title	

Date

## **Build My Future Terms & Conditions**

1. **EXHIBITOR PAYMENTS:** To reserve exhibit space for the 2023 event,

the exhibitor must:

- a. Pay non-refundable exhibit space deposit of \$100
- b. Agree to these terms and conditions
- c. Email a copy of your Certificate of Liability Insurance covering event date to info@labaonline.com
- d. Pay any balance due by February 15, 2023.
- 2. EXHIBITOR ELIGIBILITY RIGHT OF REFUSAL AND/OR

**CANCELLATION:** Build My Future reserves the right to determine the eligibility of any vendor. In the event of non-acceptance, the fee shall be returned to the applicant. Once the applicant has been accepted, the full cost of the exhibit space is due and payable in the manner described in the fee schedule. Exhibits and the conduct of vendors are subject to Build My Future approval, which reserves the right to refuse the application of any company not meeting the required standards, as well as the right to curtail exhibits or parts of exhibits that detract from the character of the event. This also applies to displays, literature, advertising, novelties, souvenirs, and personal conduct of exhibitors. Officers, employees, and agents involved in the management of the Build My Future event shall have full authority to interpret and enforce all terms and conditions governing exhibitors. All matters and questions not specifically addressed in the rules shall be subject to final determination by Build My Future. The terms may be amended at any time by Build My Future upon notice to exhibitors. In addition to any other recourse referenced in these terms and conditions, Build My Future may have recourse for the violation of any of these rules in any manner it deems appropriate, including expulsion of a vendor from the event and suspension from future events.

- 3. **EXHIBIT SPACE:** For each exhibit space, Build My Future shall provide booth draperies and hardware, one 6-foot table and two chairs. BOOTH SIGNAGE WILL BE THE RESPONSIBILITY OF THE EXHIBITOR.
- 4. MOVE IN: A forklift is available to be used during move in and tear down. Please contact the La Crosse Area Builders Association (LABA) if you will need the forklift. The Omni Center does not provide any other equipment to help with move in or tear down. Please come prepared with any equipment you need to help move your product.
- 5. SET-UP OF EXHIBITS: Hours for set-up of exhibits are Monday, April 17 12 6 p.m. and Tuesday, April 18 6 8 a.m. All exhibits need to be completed by 8 a.m. Tuesday, April 18.
- **6. BOOTH ASSIGNMENTS:** Build My Future reserves the right to change or alter space assignments, floor plans, and event conditions without notice and at their sole discretion for the best interests of the event.
- REMOVAL OF EXHIBIT: All exhibits must remain set up until 2 p.m. on Tuesday. Tear down will not begin until after 2 p.m. (no exceptions). All exhibits must be removed by 6 p.m. on Tuesday.
- 8. UNOCCUPIED SPACE: If an exhibitor fails to occupy space contracted for or fails to comply in any respect with the terms and conditions, Build My Future shall have the right to rent such space to any other applicant without releasing the original vendor from paying the sum agreed to in the application and contract for exhibit space.
- 9. FIRE SAFETY: No combustible oils or gases may be used as part of the exhibit, nor will any open flames be permitted without prior written approval of the Fire Department. All electrical equipment used in conjunction with the display's installation, operation, and dismantling must be in good operating condition and able to pass the inspection of the local Fire Department.
- 10. LATEX BALLOONS: We ask that you do not have latex balloons (because of allergies) in the building but other balloons are fine.
- 11. CARE OF EXHIBIT SPACE: Each exhibitor must keep their own space cleaned and their exhibit maintained in good order while the event is open to the public. The Omni Center personnel shall be responsible for maintaining the aisles and public areas.
- 12. ELECTRIC NEEDS: Access to 110 service will be supplied for each exhibit space located inside the building. Exhibitors will need to bring extension cords. Any exhibitors needing 220 service will need to contact LABA to determine pricing.
- 13. LIABILITY: Neither Build My Future, LABA employees, their agents or representatives; nor the Omni Center, the employees thereof, their agents or representatives; nor any member of Build My Future shall be responsible for any injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees or property from any cause whatsoever prior, during or subsequent to the period covered by the application and contract for exhibit space; and the exhibitor on signing the contract expressly releases the foregoing named Association, Corporations, individuals, their agents and employees from any and all claims for such loss, damage, or injury.

- 14. EVENT TIMES: The event will be open to students from 9 a.m. 2 p.m.
- **15. REFUND DEADLINE:** Cancellations must be made one month prior to the event to receive a refund for the vendor fee. Refunds are not available for fees built into sponsorships after the sponsorship deadline.
- 16. COMPLIANCE WITH LAWS: Exhibitors shall comply with all local, city, state and federal safety, fire and health laws, and ordinances, including the Policies, Rules, and Regulations of the Omni Center regarding the installation, dismantling and operation of the exhibit.
- 17. COPYRIGHTED WORKS: Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc., which may be required for it to broadcast, perform, or display any copyrighted materials including, but not limited to music, video, and software. Exhibitor shall indemnify, defend, and hold harmless Build My Future, their directors, officers, LABA employees and agents from and against all claims and expenses, including attorney's fees and costs, arising out of or related to Vendor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.
- 18. AMERICANS WITH DISABILITIES ACT: Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, its regulations, and guidelines (collectively "ADA"). Exhibitor shall indemnify, defend, and hold harmless Build My Future and its directors, officers, LABA employees and agents from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision or noncompliance with any provision of the ADA.
- 19. LEGAL ACTION: Any legal action by a vendor against Build My Future related to these terms must be brought in Circuit Court of La Crosse County, Wisconsin, and Exhibitor's sole remedy is limited to exhibition fees actually paid by the exhibitor, and indirect or consequential damages may not be sought. Should any litigation arise out of this event, the Exhibitor shall pay all costs and reasonable attorney's fees incurred by Build My Future and/or the co-sponsoring agencies if they are the prevailing party.
- 20. INSURANCE AND HOLD HARMLESS AGREEMENTS: Each exhibitor is required to have Public Liability Insurance to protect against possible claims arising out of the operation of this exhibit this includes coverage for allowing students to operate equipment. Fire, theft, liability, and extended coverage insurance not provided by Build My Future or the Omni Center. Exhibitor may obtain such coverage at its own expense. Exhibitor remains responsible for all property brought into the and shall bear the sole risk of loss for that property. Exhibitor shall indemnify and hold harmless Build My Future, and its directors, agents and LABA employees from any damages caused by theft or other perils normally covered by extended coverage, liability, theft, or fire policies, as well as for all claims, losses, liability, or damages for injury, death, or property damage that may arise from activities of the exhibitor, its employees, agents, invitees, and licensees.
- 21. Exhibitor hereby represents and warrants to Build My Future that the exhibitor has taken all steps reasonably necessary to ensure the sound engineering and structural integrity in its exhibit design and the proper construction and safety of the exhibit itself, as erected.
- 22. PENALTIES: The penalty for violation of any rule CAN result in immediate booth closure and suspension of exhibitor's right to be in the next year's event.
- 23. EVENTUALITIES/FORCE MAJEURE: Build My Future shall have the right to reschedule or cancel this event if Build My Future is unable to perform any of its obligations under the Agreement because of a Force Majeure Event. A "Force Majeure Event" is any event beyond the control of Build My Future including, but not limited to: acts of God; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics, outbreaks, or pandemics; riots; power failures; accidents; labor disputes; acts of civil or military authority; governmental actions or orders; damage or destruction to the Omni Center; or inability to obtain labor, material, equipment or transportation. Build My Future shall not be liable for any damages of any kind whatsoever suffered by an exhibitor that result from the rescheduling or cancellation of the event as the result of a Force Majeure Event. Build My Future expends resources and incurs costs and expenses planning and preparing for the event. Exhibitor acknowledges and agrees that if the event is canceled as the result of a Force Majeure Event, the non-refundable deposit has been earned by Build My Future, and that it shall not be returned to the exhibitor.
- **24. AMENDMENTS:** Build My Future has full power to interpret or amend these rules. Whatever these rules do not cover, Build My Future reserves the right to make rules to cover to be in the best interest of the event, and the exhibitor agrees to accept and abide by such rulings.