

# Terms & Conditions

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**Exhibitor Payments** To reserve booth space for the 2023 show, the exhibitor must:

1. Pay non-refundable booth deposit of \$100
2. Agree to these terms and conditions
3. Email a copy of your Certificate of Liability Insurance covering show dates to [info@labaonline.com](mailto:info@labaonline.com)
4. Pay any balance due in full by February 15, 2023.

**Exhibitor Cancellation Policy** ALL the following conditions must be met:

1. Exhibitor gives *written notice* to LABA on or before February 15, 2023, with intent to cancel their 2023 booth reservation.
2. The \$100 deposit and any service charges will be forfeited to cover administrative fees.
3. Booth(s) is re-sold to another business that takes the space, agrees to the terms, and conditions and pays the full booth fee by February 15, 2023.
4. Cancellations after February 15, 2023 *will not be accepted*, and all monies will be forfeited.

## CUSTOM BOOTH CONSTRUCTION

Exhibitors must keep all products, displays, furniture, structures, etc. contained to their designated 10x10 booth space. Any exhibit taller than 8 ft. must be approved by show officials. Signs must be professionally done. Custom displays should be about 6" narrower than actual space specification to insure proper fit. **Any exhibitor display that has an unfinished side facing another exhibitor's display must have the exposed side either finished or draped.** Please do NOT use double sided tape, packaging tape or regular duct tape on the floor as it leaves a residue and is very labor intensive to clean off. All exposed edges of carpeting or floor covering must be taped down with painter's tape and used only on the edges of carpeting/flooring. Landscapers must put a protective barrier between landscaping materials and existing flooring.

## COMBUSTIBLE MATERIALS

Combustible products cannot be used without prior written approval. All flammable material must be fire proofed. Use of cooking equipment such as microwaves, crockpots, grills, hotplates, and smokers are not allowed at any time due to fire hazard unless exception is granted in writing by the Omni Center. Propane tanks are not allowed in the building. Smoke and/or vapor machines are not allowed at any time as they interfere with the alarm system. Display vehicles must have one battery cable disconnected with the end taped, gas caps locked and taped and no more than 1/2 tank or 10 gallons of gas (whichever is less). All fueling must occur outside the building. Vehicles cannot be moved during the show, only during setup/tear down when not open to the public.

## CHARACTER OF EXHIBITS

Show officials will give preference to exhibitors whose products or services are pertinent or closely related to the building industry. Exhibitor agrees to display only products and services which are sold in their regular course of business unless you receive prior approval from show officials. Show officials shall have absolute discretion in accepting and locating exhibitors. Show officials reserve the right to eject or prohibit any exhibit, in whole or in part, or any exhibitor or his or her representatives which it considers not in keeping with the character of the show, with or without giving cause. If cause is given for ejection of an exhibit or exhibitor, liability shall not exceed the return to the exhibitor the amount of rental unearned at the time of the ejection. If ejection is for violation of these rules and regulations or for a stated cause, no return of rental shall be made. Exhibitors hereby waive all legal rights to dispute or challenge decisions of show officials.

## MOVE IN & MOVE OUT

No move-in, rearrangement or adjustment may be done after the opening of the show. Exhibitors will unload and load only at designated areas. Vehicles must be unloaded and loaded quickly and then immediately moved from the unloading and loading areas. Any vehicle left parked in these areas will be towed at the owner's expense. Heavy materials or equipment will not be dragged, skidded, or rolled over the floors, but carried or moved in on wheels. Early arrivals of vendors before 10:00 a.m. on Wednesday, March 22 who need access to inside facilities will be charged \$45 per hour by the Omni Center to supervise and coordinate the drop-off of materials. Outside drop-off is at no charge but must be with approval and coordination with the Omni Center Operations Manager and show officials. The show officials will assess a \$50 FINE to anyone attempting to move out before 4:00 p.m., Sunday, March 26. If fine is not paid, exhibitor will be banned from next year's show. See the move in/move out schedule following the terms & conditions.

## UNOCCUPIED SPACE

If exhibitor fails to occupy space contracted for or fails to comply with all the terms of the agreement, the show officials have the right to rent such space to any other applicant without releasing the exhibitor from paying the sum agreed upon in this Show Contract. No refunds will be made. Exhibitor shall not assign or SUBLET the whole or any part of his space.

## SELLING PRODUCTS

Retail selling of products over the counter on a carry-out basis is accepted. Orders may be taken for merchandise or service to be delivered or rendered at a future date without prior approval. Exhibitors are required to be aware of and compliant of local and state laws. For more information on sales & use tax and income tax & withholding laws that apply to events, please see information guides for "Sales at Special Events" at [www.revenue.wi.gov/pages/html/temevent.aspx](http://www.revenue.wi.gov/pages/html/temevent.aspx) or contact the Wisconsin Department of Revenue at 608-266-2776.

## Parking

Ample, free parking is available. Exhibitors must use designated Exhibitor Parking areas once the show begins. Violation of the posted "No Parking" signs or exhibitors parking outside of the designated Exhibitor Parking areas shall subject vehicle to towing and impoundment.

## Food & Beverage Concessions

No outside food or beverages can be brought to the Onalaska Omni Center including coolers and deliveries of prepared food from outside food establishments. Alcoholic beverages can only be consumed when sold by the Omni Center or LABA in designated areas. No sales or sampling of food products from vendor booths will be permitted without prior approval from the Omni Center. As required by the Omni Center, any exhibitors giving samples of their (homemade or purchased) food product must have a level IV food handlers permit and/or catering permit on file at the Omni Center and signed agreement and/or statement stating that it shall be 2 oz. sample ONLY with one sample per customer and said statement on file at the Omni Center. Food samples that are being handed out must be made in a commercial kitchen. All vendors that are handing out food samples must have a hand washing station. Vendors are responsible for displaying their Food Handlers Permit. All arrangements shall be agreed upon no less than 14 days PRIOR to Show. If an agreement is not on file, the Omni center reserves the right of refusal. No bottled water, soda or full cups of coffee may be given without prior approval from show officials, Exhibitors are restricted to samples only.

# Terms & Conditions Cont.

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## **LITERATURE & SOUVENIRS**

Printing, advertising, souvenirs, etc., may be distributed by exhibitors from their own space only. Any objectionable advertising will not be permitted. Souvenirs will not be of noise-making variety. All such gifts are subject to prior approval. Exhibitors must confine all sales activities to their own exhibit space.

## **CARE OF THE EXHIBIT SPACE**

The Omni Center personnel will clean the aisles, but the exhibitors must keep their carpets and exhibits in good order. Exhibitors are allowed to bring in vacuum cleaners if they are compliant with UL regulations and cords are in good shape. Exhibitors must cooperate by maintaining their exhibits throughout the show in perfect condition. Exhibitors will be required to replace, repair, or otherwise assume the expense for any defacement or injury of premises caused by their exhibit or representatives. No Omni Center sponsor display material, banner or equipment may be removed for any reason. If any item is removed, there shall be a \$250 fee for replacement of said item.

## **FORCE MAJEURE**

The La Crosse Area Builders Association shall have the right to reschedule or cancel the Home Show if the La Crosse Area Builders Association 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 the La Crosse Area Builders Association 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. The La Crosse Area Home Builders Association shall not be liable for any damages of any kind whatsoever suffered by exhibitor that result from the rescheduling or cancellation of Home Show as the result of a Force Majeure Event. The La Crosse Area Builders Association expends resources and incurs costs and expenses planning and preparing for the Home Show. Exhibitor acknowledges and agrees that if the Home Show is cancelled as the result of a Force Majeure Event, the non-refundable deposit has been earned by the La Crosse Area Builders Association, and that it shall not be returned to the exhibitor.

## **MISCELLANEOUS**

-The Omni Center is a smoke-free facility -Speakers, radios, televisions, or noise which is of sufficient volume to be annoying to exhibitors will not be permitted.

-Because a large percentage of the population has allergies to peanuts, you may not give away peanuts in your booth. Also, please be aware that hard candy and popcorn are choking hazards for small children. To protect your liability, please only give those items to adults, who can choose to give the items to their children.

-The Omni Center has asked that we do not have latex balloons (because of allergies) in the building but other balloons are fine.

-We suggest bringing an extension cord as we cannot guarantee the location of the electrical outlet (if selected) for your booth space.

## **LIMITATION OF LIABILITY**

The maximum liability of the La Crosse Area Builders Association, their employees, the Home Show Committee or the Omni Center to the exhibitor for any breach of this agreement or any act or failure to act shall not exceed the amount paid by the exhibitor to the La Crosse Area Builders Association under this agreement. In no event shall the La Crosse Area Builders Association, their employees, the Home Show Committee, and the Omni Center be liable for any special, indirect, or consequential damages arising out of this agreement or out of any act or failure to act. The Omni Center will be secured during all non-show hours. This security of the Omni Center in no way assumes responsibility for the care and safekeeping of exhibits. It is a provision of this contract that all exhibitors have public and property liability insurance to protect themselves, the La Crosse Area Builders Association and its representatives and the Omni Center against possible claims arising out of negligent acts of his or her employees and booth visitors during the operation of his or her equipment in this show.

## **INDEMNIFICATION**

Exhibitor agrees to indemnify, hold harmless and defend the La Crosse Area Builders Association, their employees, the Home Show Committee and the Omni Center, and their respective members, officers, directors, agents, and employees ("indemnities") from and against all liabilities, damages, actions, losses, claims and expenses (including reasonable attorneys' fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault or violation of law or ordinance by the exhibitor or its employees, agents, contractors, or invitees.

## **AMENDMENTS**

Show officials and committee shall have full power to interpret or amend these rules and to make additional rules in the best interest of the Show. The exhibitor agrees to accept and abide by such rules.