TERMS & CONDITIONS

Keep this copy for your records.

CUSTOM BOOTH CONSTRUCTION

Exhibitors must keep all products, displays, furniture, structures, etc. contained in their designated 10'x10' 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 the actual space specification to ensure a proper fit. Any exhibitor display that has an unfinished side facing another exhibitor's display must have the exposed side either finished, draped, or curtained. **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 *Gaffers*, Painters', or masking tape 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 fireproofed. Use of cooking equipment such as microwaves, crockpots, grills, hotplates, and smokers is not allowed at any time due to fire hazard unless an 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, except during setup/teardown when not open to the public.

CHARACTER OF EXHIBITS

Show officials will give preference to exhibits whose products or services are pertinent or closely related to the building industry. If there is still room in the show 2 months before the show, the rules may be loosened for other types of businesses. Exhibitors agree to display only products and services that are sold in their regular course of business unless they 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 keeping with the character of the show, with or without giving cause. If a cause is given for the ejection of an exhibit or exhibitor, liability shall not exceed the return to the exhibitor of the amount of rent unearned at the time of the ejection. If the ejection is for violation of these rules and regulations or a stated cause, no return of rental shall be made. Exhibitors hereby waive all legal rights to dispute or challenge the decisions of officials.

MOVE IN & MOVE OUT

No move-in, rearrangement, or adjustment may be made after the opening of the show. Exhibitors will unload and load only in the designated areas. **Vehicles must be unloaded and loaded quickly 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 on wheels. Early arrivals of vendors before the designated set up times, who need access to the facilities or equipment, will be charged $50 per hour by the Omni Center to supervise and coordinate the drop-off of materials. Outside drop-off may be allowed, but must be approved and coordinated with the Omni Center Operations Manager and show officials. **The show officials will assess a FINE equal to half of your booth rental** to anyone who attempts to leave their booth unmanned during show hours or moves out before 3:00 p.m. on Sunday, March 21. If a fine is not paid, the exhibitor may be banned from next year's show. See the move-in/out schedule following the terms & conditions.

UNOCCUPIED SPACE

If an exhibitor fails to occupy the contracted space or fails to comply with all terms of the agreement, the show officials have the right to rent such space to any other applicant without releasing the exhibitor from payment of the sum agreed upon in this Show Contract. No refunds will be made. Booth space is non-transferable and cannot be subleased or shared.

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 comply with 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 or contact the Wisconsin Department of Revenue at 608-266-2776.

PARKING

Ample, free parking is available. Exhibitors must use the 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 the vehicle to towing and impoundment.

MISCELLANEOUS

- The Omni Center is a smoke-free and pet-free facility. No smoking or personal pets are allowed in the building.
- Speakers, radios, televisions, or noise that is of sufficient volume to be annoying to exhibitors will not be permitted.
- Booths must be staffed at all times during the show hours.
- 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. Also, a large percentage of people have allergies to peanuts; you may not want to give out food containing peanuts.
- The Omni Center has asked that we do not have latex balloons (because of allergies) in the building, but other balloons are fine.
- Bring an extension cord and/or power strip as we cannot guarantee the location of the electrical outlet for your booth space.

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LITERATURE & SOUVENIRS

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

CARE OF 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 the 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 or damaged, there shall be a fee for the replacement of the said item.

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 a 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 who 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 before the 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.

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 damage of any kind whatsoever suffered by exhibitors that result from the rescheduling or cancellation of the Home Show as the result of a Force Majeure Event. The La Crosse Area Builders Association expends resources and incurs costs and expenses for planning and preparing for the Home Show. Exhibitor acknowledges and agrees that if the Home Show is canceled 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.

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 the 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.