

“HOME & OUTDOOR 2009” - SHOW TERMS AND CONDITIONS

1. Post Register (herein called “Home & Outdoor”) is to be held at the old Ernst in Idaho Falls, Idaho Friday and Saturday, April 3rd & 4th. Home & Outdoor is managed and operated by the Post Company (herein called the “organizer”).

2. **CONTRACT CONDITION:** The terms and conditions of these official regulations shall apply to any exhibitor (wherein is called exhibitor) to whom booth or stall space is rented. These terms and conditions have been determined for the protection and best interest of all exhibitors. All points not covered are subject to the decision of the organizer and shall be final.

3. **APPLICATION FOR EXHIBIT AREA:** Application by exhibitors shall be made on the official application form. The organizer reserves the right to accept or reject any application received. The individual, firm, or group named on the application shall be the sole occupant of the booth or stall space unless so stated on the application. Booth space shall be assigned by the organizer, but will be reserved on a first-consigned basis. The organizer reserves the right to re-arrange or relocate any exhibit for the general good of all exhibitors.

4. **RENTAL:** The application for exhibit space must be signed by a duly authorized agent of the exhibitor and accompanied by 100 percent of the total rental fee by March 18, 2009. Any payment made shall not be refundable if the exhibitor cancels application for booth or stall space after March 31, 2009. Notice of cancellation must be received by the organizer in writing. At the discretion of the organizer, exhibitors will not be allowed to enter their exhibition area until all fees have been received by the organizer. Exhibitors who have existing accounts in good standing with the Post Company may charge rental fees to their account. Verbal commitments by sponsor, organizer, or landlord will not be honored. It is the responsibility of the exhibitor to obtain written permission for any deviation of these rules and regulations.

5. **USE OF SPACE RESTRICTIONS:** All displays, distribution of printed literature, sales and transaction of business of any nature whatsoever shall be made inside the space contracted.

a. **CARE OF BUILDING AND EQUIPMENT** - exhibitors shall not injure, deface the walls of the building, booths or equipment rented. If damage occurs, the exhibitor will be liable to the owner of the property so damaged. Exhibitor is responsible for any damage to the carpet.

b. **MAINTENANCE OF RENTAL SPACE** - Exhibitors shall keep their booth space clean and orderly at all times and shall not engage in any activity which would unduly interfere with visitors or other exhibitors or would be in violation of law, regulations or ordinances. A representative of the exhibitor shall be visible at the booth at all times while Home & Outdoor is open to the public.

c. **SAFETY** - Exhibitors shall take all necessary precautions for the safety of their personnel, other exhibitors and all other persons upon the premises, and shall comply with all applicable provision of federal, state and municipal safety laws, building codes, and ordinances to prevent accidents or injuries.

d. **FIRE PREVENTION** - Booth decorations must be flame-proof and all hangings must clear the floor. Electrical wiring must conform with the national Electric Code Safety Rules. City Fire regulations must be observed. Smoking is prohibited in the building.

e. **NOISE MAKING DEVICES** - Noise making machines (i.e., radios, videos, public address systems, etc.) must be arranged so that any noise resulting from the demonstration will not annoy or disturb adjacent exhibitors or Home & Outdoor activities, demonstrations or programs.

6. **BOOTH/EXHIBIT REQUIREMENTS:**

a. **SET-UP** - Set-up days are Wednesday, April 1st, 2009 and Thursday, April 2nd from 8 a.m. to 5 p.m.. Any exhibitor failing to meet the 5 p.m. load-in deadline agrees to pay a \$50 late fee. All exhibits must be ready for the public by 9 a.m. on show days. Home & Outdoor and the organizer will provide security patrol Wednesday through Friday but will not be responsible for any equipment or merchandise that is damaged, lost or stolen.

b. **TEAR DOWN** - Move-out will take place 6:00 p.m. to 9:00 p.m. on Saturday. Exhibitor agrees to pay a \$50 fine if booth/exhibit is taken down early unless advised by organizer. All buildings will be locked Saturday evening at 9 p.m. All items must be removed.

7. **LIABILITY:**

a. **STATEMENT OF POLICY** - The Home & Outdoor board, organizers and their staff members disclaim all liability for damages or losses caused to or by any exhibitor by fire, water, flood, windstorm, utility failures, rodents, acts of vandalism, insurrection, civil disorder, strikes, criminal acts, or thefts. Home & Outdoor will not be responsible for any failure of electric or other services. Exhibitors wishing to insure their goods must do so at their own expense. Exhibitors shall at all times protect, indemnify, save and keep harmless the organizer, the Post Company, Home & Outdoor and their agents, representatives or employees against any and all loss, costs, damages, liability or expenses arising from or out of or by reason of any accident or other occurrence to anyone including the exhibitor, its agents, employees or invitees which arises from or out of by reason or said exhibitors occupancy and use of the exhibition premises or a part hereof or out of any act or omission of the exhibitors, its agents, employees or invitee.

b. **THEFT and LOSS** - The Home & Outdoor board and staff members will not be responsible for loss or damage of any equipment, animals, or property.

8. **PRIZE DRAWINGS:** Each exhibitor is to provide a door prize to be given away at their vendor location.

9. **PUBLICITY:** The Post Company shall provide advertising, public relations, and other activities to promote Home & Outdoor. Home & Outdoor cannot be held responsible for crowd declination due to the acts of God.

10. **ADMISSION:** Exhibits will be open to the public. Door fee will be charged. The organizer reserves the right to refuse admission to any person(s) in the interest of the safety and welfare of said person(s) and the exhibitors.

11. **CORRESPONDENCE:** All correspondence relative to exhibits should be directed to Home & Outdoor, Attention: Jamie Prestwich, P.O. Box 1800, Idaho Falls, Idaho 83403. Phone: 208-542-6796 or Fax: 208-528-2207.