

EXHIBIT RULES AND REGULATIONS

- **1. SHOW MANAGEMENT:** The words Show Management as used herein refers to the Landscape Ontario Horticultural Trades Association, its employees and agents. The enforcement and interpretation of the following rules and regulations is the responsibility of Show Management.
- 2. COVID-19 SAFETY PROTOCOL: Landscape Ontario is 100% committed to following The Ministry of Health regulations and guidelines in order to provide a safe environment for every exhibitor and attendee. The Toronto Congress Centre (TCC) has implemented full-scale enhancements to their already rigorous procedures through their <u>Customer Health & Safety Ensured Program</u>, <u>C.H.A.S.E</u>. The TCC has announced its commitment to the health and safety of its staff and guests by becoming the first venue in Canada to pursue the Global Biorisk Advisory Council® (<u>GBAC</u>) <u>STAR™</u> accreditation for outbreak prevention, response, and recovery. GBAC STAR™ is the gold standard of prepared facilities and provides third-party validation that facilities have rigorous protocols in place for thorough response to biorisk situations.
- **3. SPACE RENTAL:** The application for exhibit space, when duly signed by the exhibitor and Show Management, shall constitute a valid contract between the parties. If payment is not received within the prescribed time limit, the contract is considered null and void and the space will be re-assigned to another applicant. Should any rented space remain unoccupied on the opening day, Show Management reserves the right to rent such space to any other applicant or use it for any other purpose without refund to the original applicant. Each space comes with backdrop and side rail drapery. **Flooring is required for all booth space. NO CARPET, ELECTRICITY OR WIFI IS SUPPLIED**
- **4. CANCELLATION OF DISPLAY SPACE:** Display space may be cancelled up to 90 days prior to the opening dates of the exposition without penalty; except for \$200.00 per 10' x 10' booth administration charge; however, a cancellation charge equal to one-third the cost of the space will be made by Show Management for space cancelled from 120 days to 90 days prior to the opening date of the exposition; one-half the cost of the space if cancelled from 90 days to 60 days of the opening date; and the full cost of the space if cancelled within 60 days of the opening date of the exposition. **We do ask that you let us know your intentions no later than Friday, September 13, 2024.**
- **5. FORCE MAJEURE**. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy. Landscape Ontario Congress will retain an administrative fee of \$500 per one hundred square feet and defer the remaining amount to 2026.
- **6. USE OF SPACE & RESTRICTIONS:** The space contracted for is to be used solely by the exhibitor whose name appears on the application, as agreed to by both parties, and only products and/or services of the exhibitor may be exhibited. Any promotion of other products or services is strictly prohibited and will result in ejection from the exhibition without refund or other appeal. No exhibit will be permitted which interferes with the exhibits of other exhibitors or obstructs the visibility of other exhibits. Exhibits must be to the exact space

allocated, and where an exhibitor's display is built beyond limitations set forth in the Exhibitor's Manual, Show Management reserves the right to correct such violations by having the exhibitor alter, remove or rearrange any or all of the display so that it will comply with the regulations or, if the exhibitor is not available, to make such corrections at the exhibitor's expense. Show Management reserves the right to restrict exhibits which, because of noise, operation of equipment, creation of safety hazards or any other reason, become objectionable or otherwise distract from neighbouring exhibits. No representation of the exhibitor, his products or services may be carried on in the aisles, corridors, feature areas or other designated common area of the facility.

- 7. INSTALLATION, EXHIBIT HOURS AND DISMANTLING: Dates and hours for installation, exhibiting and dismantling will be as by Show Management. Goods received after the opening of the exposition must be delivered to the booth and arranged at a time other than exhibit hours. Exhibits shall be staffed at all times when the exhibition is open. No exhibitor will be permitted to commence dismantling any portion of the exhibit whatsoever, to commence packing crates or cartons, or to abandon their display prior to the closing. Failure to comply with this regulation will result in the exhibitor being barred from participation at future exhibitions conducted by Show Management. All exhibits must be removed by 2 p.m., and all storage and handling charges for failure to remove exhibit and/or materials by that time shall be the responsibility of the exhibitor. Show Management reserves the right to remove any exhibit, any excess garbage, materials, packaging, sand, stone, etc., which is not removed by the conclusion of the exhibition and charge the expense to the exhibitor.
- **8. MATERIALS HANDLING:** Dollies will be provided free of charge during move-in and move-out hours. Exhibitors should have their representatives on hand to supervise unloading and placing of exhibit material. **MANNED FORKLIFTS MAY BE RENTED FOR SPOTTING PURPOSES.**
- **9. FIRE REGULATIONS:** All exhibitors must comply with local regulations. Only materials may be used in displays and wiring must conform to C.S.A. or UL Fire exits and aisles must be kept clear at all times. The exhibitor assumes full responsibility for ensuring that exhibits meet these standards.
- **10. ELECTRICAL SAFETY CODE REQUIREMENTS:** All exhibitors must comply with the Ontario Electrical Safety Code Requirements. The exhibitor assumes full responsibility for ensuring that exhibits meet these standards.
- **11.DAMAGE TO PROPERTY:** Exhibitors are liable for all damage caused by them to the exhibit facility, booth equipment or to other exhibitors' property and shall indemnify the Facility Management. Show Management, and/or the Official Services Contractor against, and hold them harmless from, any complaints, suits or liabilities resulting from negligence of the exhibitor in connection with the exhibitors use of exhibit space.
- **12. CARE OF BUILDINGS:** Painting, nailing or drilling of walls, ceilings or any other part of the building is not permitted. Exhibitors laying any covering must use an adhesive that will not damage the and is easily removed. No signs or other articles are to be fastened to ceilings, walls, pipes or electrical
- **13. SECURITY:** Show Management will employ reputable guards on a 24 hour basis for the duration of the exhibition and will take reasonable precautions to safeguard exhibitors' property. However, Show Management assumes no liability for loss or damage, however caused, of goods, exhibits, or other materials owned, rented or leased by the exhibitor.
- **14. EXHIBITOR BADGES:** Exhibitor badges will be supplied by Show Management for exhibit personnel. These must be worn at all times while in the show building and exhibit area and are required for entry to the show. Exhibitor badges are to be worn by only those company representatives who will staff the booth.

- **15. FOOD AND/OR ALCOHOLIC BEVERAGES:** The preparation and/or serving of food or beverages of any kind without the written permission of Show Management and the facility is prohibited. Serving of alcoholic beverages on the exhibit is prohibited without written permission.
- **16. LIABILITY AND INSURANCE:** Neither the Landscape Ontario Horticultural Trades Association, Toronto Congress Centre, companies, nor any of their directors, employees or agents, nor the owners, employees, or representatives of the exhibit facility will be responsible for any injury, loss or damage that may occur to the exhibitor, or the exhibitor's employees or property from any cause whatsoever prior, during or subsequent to the period covered by the exhibit contract. The exhibitor, on signing this contract, expressly releases the foregoing Association, individuals and from, and agrees to indemnify against, any or all claims for such loss, damage or injury.
- 17. EXCLUSIVE RIGHTS: Participating exhibitors have the exclusive right to promote or sell goods or services in the show. All other parties who attempt to make any sales solicitations without the expressed written consent of Show Management will be permanently removed from the show area. Exhibitors are asked to report any infractions to the Show Office so that immediate remedial action can be taken.
- **18. ENTRY TO SHOW:** Show Management reserves the rights to refuse admission to any visitor, exhibitor, or exhibitor's employee who, in the opinion of Show Management, is intoxicated, or in any way creating a disruption of the Show.
- 19. BOOTH ASSIGNMENT: Landscape Ontario reserves the right to assign any and all booth space as it best determines. Exhibitors of the 2024 show have first right of refusal for exhibit space in Congress 2025 as long as you have completed and returned your contract with a 20% deposit of your total booth space by March 15, 2024. If your payment has not been received by April 30, your booth space will be released. A 3% price increase will go into effect for new and returning exhibitors on April 1, 2024.

PLEASE INSURE YOU OFFICIALLY SIGN YOUR CONTRACT AND SAVE A COPY OF THIS INFORMATION FOR YOUR RECORDS

Questions? Please contact showinfo@locongress.com