

1. All exhibitors in the Home & Garden Show must furnish The Repository and the Building Industry Association of Stark County with a certificate of insurance in the amount of \$500,000 or more. The insurance requirement is to insure against any and all claims for bodily injury, property damage and/or any other loss caused by relating to their acts or omissions or those of their employees, guests, representatives and agents or use of their assigned exhibit space. The Repository and the Building Industry Association of Stark County shall be named as an additional insured on the certificate of insurance. The certificate of insurance must be received by Fri., Feb. 17, 2012.

2. A signed exhibitor contract and payment of 50 percent of total package cost must be received prior to booth space assignment. The balance of total payment due and certificate of insurance are due on or before Feb. 17, 2012. A fee of \$100 and the cost of advertising space will be assessed for cancellations received in writing prior to Feb. 24, 2012. A fee of 50 percent of total package cost and the cost of advertising space will be assessed for cancellations received in writing prior to March 2, 2012. No reimbursements for cancellation will be issued after March 2, 2012. Exhibit space may not be occupied until registration is completed and full payment is received. The Repository and the Building Industry Association of Stark County reserve the right to make space, location or floor plan changes that will benefit the Home & Garden Show.

3. Assignment of exhibit space will be on a first-come, first-served basis upon receipt of a signed Exhibitor Contract and 50 percent of total package cost. Some exhibit spaces will be assigned in advance to sponsors and exhibitors with deposits from the 2012 Home & Garden Show. Sizes of booth spaces are final. Exhibitors will not be permitted to exceed the space assigned. The Repository and Building Industry Association of Stark County reserve the right to decline any application or to disallow or remove any exhibit that is not in keeping with the character of the show. The Repository and the Building Industry Association of Stark County reserve the right to reassign spaces. Exhibitors may not reassign or sublet all or any portion of their assigned exhibit space without prior written consent of show management. Exhibit spaces may be shared; show management must be notified in writing. Each exhibitor in a shared exhibit space must submit a signed exhibitor contract and certificate of insurance.

4. Exhibitor set-up schedule: Exhibitors will have Thursday, March 15, 8am-5pm and Friday, March 16, 8am-11am, to set up assigned exhibit space. All exhibits must be set up and completed by noon for the official opening of the Home & Garden Show at noon on March 16. Exhibitors must supply their own dollies, carts and other moving devices. Exhibitors will be permitted to load-in through the entrance doors, side doors and overhead doors located on the north side of the South Exhibit Hall and overhead doors on the north and south sides of the North Exhibit Hall. Please note: No vehicles will be permitted in the exhibit halls during the set-up dates. If exhibit includes a vehicle or if exhibit set-up requires a truck or vehicle to be in the building, contact show management for set-up arrangements prior to March 2, 2012. Early move-in is available upon request.

5. Each exhibitor must have a designated representative register the company on-site prior to load-in and set-up at the Building Industry Association/Repository registration booth. Exhibit space not registered or set-up by noon on March 16, 2012, will be forfeited by the exhibitor and may be resold, reassigned or used by The Repository and Building Industry Association of Stark County without refund unless prior arrangements have been made in writing with show management.

6. Standard booth spaces will be ten feet wide by ten feet deep with an eight-foot high draped back wall and 36-inch high draped side walls. Some booths will have one eight foot tall side wall. If exhibit does not require back walls or side walls, or a side wall on a corner space, please notify show management. Tables and chairs are not included in

the booth price. One eight-foot covered and skirted table and two chairs are available upon request for a fee. Exhibitors may provide their own tables and chairs. All tables must be covered and skirted. Please contact Show Management for additional booth needs or special requirements.

7. One 110-volt, 500-watt electrical outlet and electricity is available per exhibitor upon request. Indicate electric requirement on the exhibitor contract. If exhibitor electrical needs exceed this capacity, it must be specified in writing for consideration by Show Management. All electrical equipment must be UL approved and exhibitors must supply their own extension cords, surge protectors and multiple outlets. All extension cords must be heavy gauge, no less than #16 wire and grounded. Cords may not be strung across public walkways and cords in walkways within the exhibit space must be covered with skid-proof mats or carpeting. Electric cords may not be taped to the floor.

8. Exhibitors may construct their own exhibits at their own expense within the assigned exhibit space. No exhibitor will be permitted to erect signs, exhibits, displays, products, etc., which obstruct the view, are dangerous, or adversely affect the displays of other exhibitors. All displays must be self-standing and must be finished and attractive from three sides, regardless of location in the exhibition halls or the display areas outside of the exhibit halls. Exhibitors are encouraged to install carpeting in exhibit spaces. Carpeting will not be provided by The Repository, Building Industry Association of Stark County or Stark County Fairgrounds. In keeping with the Home & Garden Show theme, it is strongly suggested and encouraged to include some type of live or silk greenery in exhibit spaces, including trees, plants or flowers.

9. No signs, partitions, apparatus, shelving, displays, etc., may extend more than eight feet above the floor along the rear of an exhibit space without the approval of show management. All side wall displays or construction over 36 inches high must be set back at least four feet from all aisles unless approved by show management. Exhibitors may not use amplifying equipment without permission from show management. If permission is granted, the use of such equipment must not interfere with adjacent exhibits or other Home & Garden Show programs or activities.

10. Exhibitors and their employees, representatives, agents and guests will adhere to fire regulations set forth by the City of Canton Fire Department. All materials used for the decoration of exhibit space must be made of an approved fireproofed type. All use of flammables, spray paints or helium in exhibit hall areas and tents are prohibited. Smoking is prohibited in all exhibit hall areas, tents and within outside display areas. Each exhibitor must provide a minimum of one fire extinguisher in every display area.

11. Exhibitors will exercise extreme care not to damage walls, floors, pipe and drape, tables and chairs, or any part of the facility or materials within the exhibit space, exhibit halls, outside display areas, parking areas, grounds, or in any part of the Stark County Fairgrounds property. Painting of exhibit space floor or application of any type of material, tape or stickers is prohibited. The spilling of any products on the floor is to be avoided. No display or materials may be affixed to the walls. Some signage may be hung from the building structure or rafters above or within the assigned exhibit areas upon approval by Show Management. All damages caused by exhibitors or by any display or exhibit will be charged to the exhibitor responsible for the damage.

12. Exhibitors will operate from their assigned exhibit space in an ethical, business-like manner. Exhibitors will not be permitted to block the flow of traffic in the aisles or other traffic areas by extending their exhibits and/or operations into the aisles or any area outside of the assigned exhibit space. All displays, signage, sales activities, interviews, conferences, distribution of literature, lectures, demonstrations and transactions shall be made inside the exhibit

space contracted. Standing in aisles or in front of booths of other exhibitors, or intercepting those attending for advertising or sales purposes is prohibited. Exhibitors may not conduct or cause any loud demonstration utilizing radio, television, sound system, public address system, or the like, or to make or cause to be made, any loud, abnormal or agitating noises which disturb the public and/or exhibitors, and Home & Garden Show activities or programs.

13. Exhibitors must have displays manned during all operating hours of the event when the show is open to the public. Exhibitors are responsible for maintaining the physical appearance of their designated area at all times. Items not on display must be concealed under skirted tables. Food and drink must be consumed in designated eating areas in the Cafe seating area, or in the Exhibitor Lounge, located in the South Exhibit Hall.

14. The Home & Garden Show hours open to the public are: From noon to 8:00 p.m. on Friday, March 16; from 10 a.m. to 8:00 p.m. on Saturday, March 17; and from 10:00 a.m. to 5:00 p.m. on Sunday, March 18, 2012.

15. Exhibitors may enter the facility at 8:00 a.m. on Fri., March 16; and at 9:30 a.m. on Saturday and Sunday, March 17 and 18. All exhibitors, representatives and booth workers must present an exhibitor pass issued by the Home & Garden Show for admission to the facility at any time to avoid paying an admission fee. Parking is free on the Stark County Fairgrounds.

16. On-site sales will be permitted and are encouraged during show hours. Exhibitors are responsible for securing proper licensing and for following rules and regulations set forth by the State of Ohio and the City of Canton for merchandise sales. All sales permits and licensing are the responsibility of the Exhibitor. Promotions are also strongly suggested in each vendor area.

17. As a participant in the Home & Garden Show, all exhibitors consent to the use of photographs, video, film and sound recordings of exhibits and booth spaces and all Home & Garden Show and related events, exhibits and programs for use by The Building Industry Association of Stark County and The Repository for business and promotional purposes.

18. On-site security patrol will be provided by a private security company contracted by the Home & Garden Show. The Stark County Fairgrounds, The Repository, Building Industry Association of Stark County, the private security company, and each of their owners, employees, representatives, agents, members, officers, directors or trustees shall not be responsible for any personal injury to Exhibitor or their owners, employees, representatives, guests, or agents, or for the safety of exhibits against vandalism, robbery or damage by fire, accidents or other causes. Exhibitors are urged to take all such steps, measures and precautions as may be necessary to protect themselves, their agents, representatives, guests, as well as the exhibit, displays and property against all possible injury, damage, loss and destruction, prior to, during, and after the show.

19. Exhibitor tear-down is scheduled for Sun., March 18, from 5:00 p.m. to 9:00 p.m. Exhibitors may begin dismantling their exhibits immediately after the show officially closes to the public at 5:00 p.m. on March 18, 2012. Tear-down will end at 9:00 p.m., when all buildings will be secured. Exhibitors may not be in the buildings after 9:00 p.m. on March 18, 2012.

20. Additional time for tear-down will be available on Mon., March 19, from 8:00 a.m. until 5:00 p.m. All exhibits must be completely dismantled and all materials removed from the exhibit halls and Stark County Fairgrounds by 5:00 p.m. on March 19, 2012, unless prior arrangements have been made with Show Management.

21. Exhibitors are responsible for the removal of all trash, waste and materials from assigned exhibit spaces upon completion of the Home & Garden Show. Trash containers will be located throughout the exhibit halls and a large trash container will be located outside on the north side of the South Exhibit Hall.

22. The liability of The Repository and Building Industry Association of Stark County is expressly limited to a refund of monies paid for sponsorships or exhibit spaces in the event The Repository and Building Industry Association of Stark County postpones or cancels the Home & Garden Show. In the event of such a postponement or cancellation, exhibitors shall and do hereby release The Repository and Building Industry Association of Stark County, and waive any and all other claims for damages against The Repository and Building Industry Association of Stark County, claims for liability, loss, claims, costs, damages or causes of action whatsoever, including attorney fees and litigation costs, now existing or hereafter arising out of, against The Repository, Building Industry Association of Stark County and each of their owners, employees, representatives, agents, members, officers, directors or trustees and all their heirs, successors and assigns.

23. Exhibitors who use recorded music or copy written materials will indemnify and hold harmless The Repository and Building Industry Association of Stark County against any loss, damages or litigation, including attorney fees and litigation costs, arising from the use of such material and understand that it is the responsibility of individual exhibitors to secure any license or permission that may be required to use such material, and pay any and all fees or royalties.

24. The forgoing conditions and/or stipulations relative to Sponsors and Exhibitors, landscape areas, exhibit spaces and exhibits have been formulated in the best interest of all participants, The Repository and Building Industry Association of Stark County, namely to assure a successful Home & Garden Show for all concerned. Violation of the rules and regulations may result in forfeiture of space without refund at the sole discretion of Show Management. The Repository and Building Industry Association of Stark County thereto must approve all changes and/or modifications in writing. Notwithstanding the foregoing, The Repository and Building Industry Association of Stark County reserve the right to change, alter, amend, or modify the Rules and Regulations at any time and the exhibitor shall be responsible to comply.

25. The parties agree that this agreement is to be construed under the laws of the State of Ohio and consent to the jurisdiction of, and venue in, the Common Pleas Court of Stark County, Ohio or the Canton Municipal Court.