



### 2024 Home Improvement Show Exhibitor Registration Form

Company Name \_\_\_\_\_

Address \_\_\_\_\_ City/State/ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact \_\_\_\_\_ Primary Contact Cell # \_\_\_\_\_

Email \_\_\_\_\_ Direct Phone \_\_\_\_\_

#### MACOMB SPRING HOME IMPROVEMENT SHOW • Macomb Sports & Expo Center - Warren • February 17 - 18, 2024

Booth Size	Booth Price	Additional Items
10'x10'	\$1,175	• 110 volt electrical service - Free
10'x20'	\$2,250	• 220 volt electrical service - \$125
10'x30'	\$3,375	• Chair - \$25
10'x40'	\$4,500	• 8' table - \$75.00
20'x20' Island	\$5,000	
BOOTH SIZE _____ BOOTH PRICE \$_____ + ADT'L ITEMS \$_____ + PROGRAM AD \$_____ = TOTAL \$_____		

#### OAKLAND SPRING HOME IMPROVEMENT SHOW • Oakland Expo Center - Waterford • April 27 - 28, 2024

Booth Size	Booth Price	Additional Items
10'x10'	\$1,175	• 110 volt electrical service - Free
10'x20'	\$2,250	• Chair - \$25
10'x30'	\$3,375	• 8' table - \$75.00
20'x20' Island	\$4,500	
BOOTH SIZE _____ BOOTH PRICE \$_____ + ADT'L ITEMS \$_____ + PROGRAM AD \$_____ = TOTAL \$_____		

#### HOME SHOW PROGRAM AD

Macomb Spring		Oakland Spring	
Ad Size	Price	Ad Size	Price
Half Page 10"x5"	\$150	Half Page 10"x5"	\$150
Full Page 10"x10"	\$300	Full Page 10"x10"	\$300

NOTE: All exhibitor communication is delivered via email. Please be sure the email address provided is accurate and notify Show Management of any changes. Exhibitor move-in details will be sent via email two weeks prior to each show.

**Make check payable to: Gazette Media Group**

**Mail payment and registration to: Gazette Media Group, PO Box 482, Troy, MI 48099**

Questions? Contact Renee Burzynski at 248-524-4868 ext. 307 or [Renee@GazetteMediaGroup.com](mailto:Renee@GazetteMediaGroup.com)



## 1. SHOW RULES & REGULATIONS

- a) The Exhibitor agrees to (i) obey all laws by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.
- b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by Gazette Media Group Inc. ("GMG"), including rules and regulations set forth in the Exhibitor Manual.
- c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between GMG and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.
- d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- f) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of GMG. The Exhibitor agrees to indemnify and save harmless GMG and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.
- g) The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement.

## 2. GMG RIGHTS

- a) GMG reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show; (ii) reject or prohibit exhibits, Exhibitors or promotional activities that GMG considers objectionable, inappropriate, disruptive or dangerous to MPE, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to GMG.
- b) GMG shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

## 3. ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of MPE, which permission may be withheld in GMG's sole discretion.

## 4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless GMG and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) any breach of or default under the terms or conditions of this agreement, (ii) its occupancy of the exhibit space and/or its environs, (iii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iv) personal injuries, death, property damages or any other damage sustained by the Exhibitor, GMG, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law, or (v) any negligence, or willful misconduct by or on behalf of Exhibitor or its employees or agents.

## 5. LIABILITY AND INSURANCE

a) The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to GMG for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name GMG as additional insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of GMG, the Exhibitor shall provide GMG with a copy of such policy.

- b) The Exhibitor is responsible to ensure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against GMG, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.
- c) Neither GMG nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

## 6. BOOTH SIGNAGE

- Signage in linear booths may not exceed 8 ft. height
- Signs must be one-sided and not face into another Exhibitor's booth.
- No handwritten signs are allowed – use professional signs only.

## 7. CANCELLATION AND TERMINATION

- a) The exhibitor shall have the right to cancel this license agreement or downsize space by notice in writing to be delivered to GMG. All deposits/payments received by GMG up to the date of notice of cancellation or downsize are non-refundable and non-transferable and the balance of the full cost of the space is due immediately. In the event that the Exhibitor (i) fails to make payments in accordance with the payment schedule setout herein or (ii) fails to appear at the show; GMG reserves the right to cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate. GMG will retain any and all deposits/payment(s) made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement and all payments will be due per the terms of the contract. In the event of either of the above circumstances, GMG has the right to (i) re-rent said space and (ii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from GMG. b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to GMG shall be deemed earned by GMG and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this license agreement, GMG shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as GMG deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.
- c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling GMG to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to GMG to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.
- d) If this agreement is cancelled by the exhibitor for any reason, or by GMG because of the exhibitor's default or violation of this agreement, monies paid to GMG by the exhibitor shall be retained as follows; If cancellation occurs (45) or more days prior to the show, GMG shall retain 50% of the total rental cost of the booth(s) and return the balance to the exhibitor. A 3.5% service charge will be subtracted from any amount refunded. If cancellation occurs (44) days or less before the show, the entire rental fee paid to date by exhibitor shall be retained by GMG. The retained rental fee shall be liquidated damages for the direct and indirect costs incurred by GMG for organizing, setting up and providing space for exhibitor, and losses and additional expenses caused by exhibitor's withdrawal including reletting the space. All cancellations must be in writing. Exhibitors do have the option move their participation to another show vs. cancelling.

## 8. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) GMG is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of GMG, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, pandemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, GMG will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

## 9. MISCELLANEOUS

- a) Waiver by GMG of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.
- c) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction