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CONTRACT FOR EXHIBIT SPACE: 2014 Home Show

The 37th Annual Spring Home Show will be held on <u>May 30 – June 1, 2014</u> at the Josephine County Fairgrounds. Please sign and return the contract with full payment. Booths will be assigned at the time of payment.

Exhibitors Firm Name:	rnt or type the following red	2	
Contact Person:			
Product/Service Exhibited:			
Address:			
City:	State:	Zip:	
Phone: Business:	Fax:	Cell:	·
Email Address:	Website:		
I have a "Green Building' product	t /service		
	(\$400.00 limit	ooth raffle. Add \$10 to my	contract.
	Signature of responsib	le party	
Please see enclosed building map to try to accommodate your requ 2014)		•	
1 st Choice Building	Space#_	Booth \$	
2 nd Choice Building	Space#_	Booth \$	
** For smaller booths see the Pavilion Buildi	ng	ffle to your booth fee?	

Please return original contract to Home Builders Association and make a copy for your records. Thank you.

Please read carefully.

Dates & Hours of Show:

 $\begin{array}{lll} Friday, May \ 30^{th} & 3pm \ to \ 8 \ pm \\ Saturday, May \ 31^{st} & 9 \ am \ to \ 5 \ pm \\ Sunday, June \ 1^{st} & 10 \ am \ to \ 4 \ pm \end{array}$

1) Set Up & Take Down Schedule:

Set Up:

Thursday, May 29th

8 am to 8 pm

Take Down:

Sunday, June 1st 4 pm to 7pm Monday, June 2nd 8 am to Noon

These schedules must be strictly enforced. All exhibits must be set up no later than 8 pm on Thursday, May 29th. Exhibitors are prohibited from dismantling or removing booths prior to 4 pm Sunday, June 1st. Exhibits must be dismantled and removed by Noon on Monday, June 2nd.

2) Penalty & Forfeiture:

Any booth with no sign of occupancy by 2 pm on Set Up day (Thursday, May 29th) will be considered abandoned. Contact HBA office (541/479-1311) if unable to set up by 2 pm. HBA will be entitled to reassign the space and the exhibitor will forfeit their right to the space and all monies paid.

3) Rental Space:

Exhibitors acknowledge and agree that they are renting a block of space at the Home Show. *HBA reserves the right to assign, move, change, or reassign the location of exhibitors' space at its sole discretion.* Not all booths have power. Call for information on this. For extra power call Noel Lesley Event Services at 541-482-1982

4) Display Rules:

The appearance of your booth is a reflection of your product or service. Skirting of tables, although not required, is advised. Every exhibitor will: Use their best efforts in erecting or constructing their booth in such a manner as not to interfere with neighboring displays; Agree that the success of the show depends upon each exhibitor's cooperation with their fellow exhibitor and; Agree they are responsible for ensuring that all exhibitors have equal access to the public for the purpose of promoting their product. As a guideline, side displays are not to exceed 4 feet in height from the aisle continuing back 10 feet. Further restrictions may be imposed at the sole discretion of the HBA.

5) Sound Devices:

No sound devices will be used by any Exhibitor without prior approval.

6) Banners and/or Signs & Draperies:

Banners and/or signs are permitted in booths with a maximum height not to exceed booth backdrop height. Signs must be located in the rear or front of the booth spaces. Any exceptions must be approved by the HBA. The drapery's main purpose is to divide booths located in the center of the buildings. These drapes are placed at the sole discretion of HBA. Absolutely no zip ties or other objects are to cut through the curtains. You will be charged for damage.

7) Tables/Chairs:

Tables & chairs can be ordered at an additional cost through Noel Lesley Event Services at 541-482-1982.

8) Floor Protection:

Any exhibitor placing sod on the floor or the black top will be required to place plastic down first. Use only <u>BLUE TAPE</u> to hold down carpet throughout the fairgrounds. Blue Tape can be purchased at any home improvement stores. These are fairground policies!

9) Outside Spaces:

No drapery will be provided to outside spaces. No electricity will be provided except where it is currently located.

10) Indemnification:

Exhibitors agreed to indemnify (including attorneys fees and costs) and hold harmless HBA, its representatives, agents and its officers, agents and employees, from any and all claims, causes of action, arising out of or connected with any damage, injury or loss to any person or entity. Exhibitors acknowledge and agree that HBA will not be responsible for any loss by fire, theft or damages of any kind.

11) Dispute or Disagreement:

Exhibitors acknowledge and agree that the organization and coordination of the Home Show requires a tremendous amount of time and effort in an extremely short time frame. Exhibitors acknowledge and agree that the decision of the HBA will be accepted as final in the event of any disagreement or dispute.

12) Right to Remove Exhibit:

HBA reserves the right to restrict or remove any exhibit which, in the HBA's sole discretion, detracts from the dignity of the show, is not suitable, or is objectionable. In addition, HBA reserves the right to stop or remove any exhibitor or their representative who is performing any act or practice which, in the sole discretion of HBA, is objectionable. In the event an exhibit or exhibitor is removed, HBA's maximum liability to the exhibitor will not exceed the consideration received for the space rental.

13) Lien-Security Agreement:

Exhibitors hereby grant HBA a security agreement and lien on any and all exhibits merchandise, property stored, used or located upon the leased space or elsewhere by exhibitor for unpaid rentals, penalties and for any and all damages sustained by the breach of this contract or otherwise caused by the exhibitor. HBA will have the right to take possession of the property without process of law and may appropriate any or all of the exhibitor's property in order to satisfy any claim.

14) Cancellation:

HBA reserves the right to cancel the show and to cancel this agreement at any time prior to commencement of the show. In the event HBA, in its sole discretion, decides to cancel the show, it agrees to refund any deposit or rental fees actually received. HBA will not be liable for any claim or damages by reason of cancellation. Its maximum liability, if any, will not exceed the rental fee actually received.

15) Ex hib i to r's Ca nc el l atio n:

Exhibitors acknowledge that booth deposits and payment are not refundable. Any fee paid may be refunded provided written notice of cancellation is received at the HBA <u>60 days prior</u> to set up date. After that date, the entire rental fee will then be forfeited and the HBA will have the right to retain or collect from an exhibitor the total rental fee as set forth in the agreement. All cancellations must be in writing.

16) Liability:

An exhibitor is solely responsible for the leased space and will not injure, damage or deface the premises. The exhibitor acknowledges and agrees that they are not entitled to use any pins, staples or any other fasteners which may damage the drapes or walls. Exhibitors agree to reimburse, indemnify and hold HBA harmless for any and all loss or damage occurring to the leased premises, equipment or property of other exhibitors including the Josephine County Fairgrounds.

17) Food & Beverage Sales:

Exhibitors may not sell or distribute food or beverages in the exhibit area without prior written approval. No alcoholic beverages are allowed in the Josephine Co. Fairgrounds, except as approved for the event. Any exhibitors in violation of this condition will forfeit their space and any rental money.

18) No Assignment:

Exhibitors will not assign/sublease their space.

19) HBA's Control:

All property and space, including but not limited to, the aisles, passageways remain under the control of the HBA. All space with the sole exception of the space actually leased to the exhibitor will be under the control of the HBA. No signs, decorations, banners, advertising matter or exhibits may extend into these areas without the HBA's prior written approval.

20)Insurance:

Each exhibitor shall provide the HBA with a certificate of liability insurance for public liability and property damage with limits of not less than \$300,000 for injury and damage to property naming the HBA as an additional insured. The insurance shall cover all risks arising directly or indirectly out of the exhibitor's activities and contain a stipulation that coverage will not be cancelled or diminished without a minimum of ten days written notice to the HBA. Such insurance shall be written on an occurrence basis and shall be primary with respect to all other insurance covering any of the insured risks. Neither the HBA nor the State of Oregon will be held responsible for the loss or damage occurring during the exhibit or sustained by exhibitor from any cause. This paragraph will be liberally construed in order to protect the HBA. Must be received at HBA office no later than May 1st, 2014.

21) Entire Agreement:

It is understood and agreed that any alteration or variation of terms of this contract will be invalid unless made in writing and signed by the parties and that no oral understanding or agreements will be binding unless made in writing between the parties.

22) Non-Waiver:

Failure by the HBA at any time to require the performance of the exhibitor will in no way affect the right of the HBA to enforce the same, nor will any waiver by HBA or any breach thereof be held to be a waiver of any succeeding or continuing breech or waiver of this non-waiver clause.

23)Parking:

In order to provide maximum parking for your potential clients, you must park behind the Grandstands. Exhibitors will not be allowed to park in the attendee parking lot. Any exhibitor or employee that is in violation of this request may be towed at the expense of the owner and forfeit their booth space. There is limited parking for attendees and we ask that you honor the parking rules.

10% Discount on booth price if contract and payment received by

March 1, 2014

