

2012 HBA of NENC HOME & REMODELING EXPO RULES AND REGULATIONS

Please keep a copy for your file

Be sure those setting up or manning your exhibit are familiar with these provisions

1. SHOW MANAGEMENT:

- A. This Show is under the management of the Home Builders Association of Northeastern North Carolina, hereafter referred to as "Management", which shall have the right to make and change or amend such Rules and Regulations as it shall deem advisable for the success and proper conduct of said Show. Each participating Exhibitor, together with its employees and representatives, shall be bound to follow such Rules and Regulations as a condition of the right to exhibit products and/or services at the Show. Management's application, interpretation and construction of said rules and regulations shall be final and conclusive.

2. CONTINGENCIES:

- A. **Cancellation by Management:** Management may cancel or postpone the Show at its sole discretion by written notice to the Exhibitor ten (10) days or more before the opening date. In this case, Management's liability to the Exhibitor shall be limited to a refund of the Exhibit fee paid by the Exhibitor. In the event the Show is not held for any reason beyond the control of Management, Management's liability to the Exhibitor shall be limited to monies paid to Management by the Exhibitor less the Exhibitor's pro rata share of Management's out-of-pocket expenditures for production of the show. In either of the foregoing contingencies, Exhibitor hereby waives any claim of damage, compensation or refund of money paid except to the extent agreed to above.
- B. **Cancellation by Exhibitor:** If Exhibitor wishes to cancel this Agreement, Exhibitor must provide written notification to Management according to Refund Policy as stated on the 2012 Application and Contract. However, Management has the right, at its sole discretion, to deny refund requests received after February 3, 2012. Exhibitor expressly releases Management of any and all claims for damages, actual, consequential or otherwise, sustained or incurred by Exhibitor by reason of such cancellation.

3. CHARACTER OF EXHIBITS:

Management reserves the right to determine eligibility of any company or product for inclusion in the Show and to reject any exhibit, or part thereof, which is not in keeping with the character and spirit of the Show.

- A. Management will be guided by the requirements of the individual exhibitors and their choice of locations, maintaining a proper classification of exhibits and a uniform appearance of displays. **However, Management reserves the right to rearrange floor plan and relocate any exhibit.**
- B. Exhibitor shall install an attractive display of its products and services. No exhibitor may display any goods other than those manufactured or sold by the exhibitor in its regular course of business. However an Exhibitor may use products from another entity to enhance the aesthetic appearance of its display and recognize the other entity with a sign no larger than 24 sq.inches. Management reserves the right, at its sole discretion, to reject any display material used by an Exhibitor and to require an Exhibitor to remove same from the booth.
- C. Exhibitor agrees to confine all activity concerning Exhibitor's display within the limits of Exhibitors exhibition space. **No part of the display may extend beyond the front line of the exhibit space into the aisle. Working the aisles is not permitted. All exhibitor booths should have a minimum of one representative on duty during show hours.**
- D. Exhibitor must request permission from Management in writing at least one week prior to the show opening if exhibitor wishes to hand out or sell food or drink from their exhibit area.
- E. Loudspeakers, radios, TV sets, public address systems or the operation of any machinery or equipment of sufficient volume to be a nuisance to neighboring Exhibitors is not permitted.
- F. All goods, wares and merchandise of any kind brought in to the Show are understood to be at the owner's risk and by acceptance of this contract, the exhibitor releases Management of, and from any liability for damage, injury or loss, to any person or goods from any cause whatsoever.
- G. Exhibitor will be required to replace, repair or otherwise assume responsibility and expense for any defacement or damage to premises caused by exhibitor, exhibit or representative.

4. SUBLETTING:

An exhibitor may not share or sublet any portion of the exhibit space with another company. Two or more firms may not exhibit in a single space unless pre-arranged with Show Producers. An exhibitor shall not permit distribution of material by staffing personnel which is unrelated to the exhibitors display.

5. ELECTRICITY/WATER:

Electricity - Outlets for 110 volt electricity are available. Exhibitor must provide own extension cords. Requests for higher voltage require special arrangements which may require re-location of Exhibitor booths. Exhibitor must submit a request to Management at least 30 days before set-up and accommodating the request cannot be guaranteed.

6. PRIZES & GIVEWAYS:

Exhibitors are encouraged, but not required, to provide consumer prizes and giveaways. It adds to the fun for the consumer since everyone loves a "freebie". Each Exhibitor is to provide own drawing entry forms and container. Exhibitors must conduct all registration and prize give-aways in accordance with applicable North Carolina State laws. Non compliance with these laws will result in the exhibitor being barred from all future exhibits and/or events.

7. EXHIBITOR IDENTIFICATION BADGES:

Exhibitor identification badges will be available from Management at the Exhibitor check-in table. The number of ID badges per exhibitor is based on the amount of space purchased. They are to be used solely by Exhibitor personnel staffing the Exhibit. All personnel must check in prior to entering the show area and will be required to wear an exhibitor's badge. If additional I.D. badges are needed, they must be requested in advance.

8. CERTIFICATE OF COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENT:

The Exhibitor, at Exhibitor's expense, shall obtain and maintain in effect a commercial general liability insurance policy, written on an occurrence basis, that provides coverage against claims for personal injury, death or property damage occurring on the premises of the Home Show, including without limitation the building and parking lots. The Exhibitor shall cause the Home Builders Association of Northeastern North Carolina to be added as an additional insured on such policy. Certificates of insurance are due upon registration. Exhibitor will not be permitted to set up unless show Management has the certificate on file. Failure by the Exhibitor to comply with the provisions of this section may result in termination of this Agreement and forfeiture of the Exhibit fee. **Please contact your insurance carrier and provide them with a copy of this requirement.**

9. SET-UP & TEAR DOWN:

- A. **No exhibit is to be installed until balance is paid in full!**
- B. All Exhibits are to be installed and removed at the expense of the Exhibitor. **All** equipment and manpower needed shall be provided by the Exhibitor.
- C. Exhibitor agrees to observe designated hours of the show and to have exhibit staffed at all times during the designated hours of the Show.
- D. All exhibits, products and other materials and property of the Exhibitor must be removed from the building and/or premises no later than the deadline as set forth and published by Management. Show Management, will not be responsible or liable for any items left in the exhibit hall or on the premises after that time.
- E. All reasonable means will be taken by Management to protect the property of Exhibitors. However, all goods, wares, and merchandise of any kind placed in the Show is understood to be at the owner's risk and by acceptance of this contract, Exhibitor releases the Management from all liability for damage, injury, or loss to any person or goods from any cause whatsoever. Exhibitors are urged to use caution and not leave valuables in exhibit booth when not attended.
- F. **All booths and contents MUST be in place a minimum of one hour prior to the start of the Show. Removal and packing may not commence until the show has closed on the final day.**
- G. **Exhibitor Parking:** Other than for set-up and tear-down, all Exhibitor vehicles are to be parked in designated Exhibitor parking area.

10. DEFAULT OF OCCUPANCY:

Any Exhibitor failing to occupy space contracted for is obligated to pay the entire rental of said space.

11. INDEMNIFICATION

The Exhibitor shall indemnify and hold harmless the Show Producers from and against any and all claims, liabilities, losses, costs, damages, expenses, including reasonable attorneys' fees, obligations or charges of any kind whatsoever made against or suffered by the Show Producers in any way connected with or relating to the Exhibitor's participation in the Home Show, unless caused by the HBA of NENC's own gross negligence or willful misconduct.

12. DISPUTE RESOLUTION:

Any and all matters, questions and or topics not specifically discussed or addressed in the foregoing rules and regulations shall be subject to the decision of the HBA of NENC, which decision shall be final.

13. AGREEMENT TO TERMS:

By signature on Exhibitor Contract, Exhibitor expressly consents to and accepts the foregoing rules and regulations and represents that full compliance therewith has been made by the Exhibitor.

Production and Management provided by the Home Builders Association of Northeastern North Carolina