

## EXHIBITORS CONTRACT

### ***THE HOME BUILDERS ASSOCIATION OF GREATER DES MOINES THE HOME & REMODELING SHOW 2011***

*March 9, 10, & 11, 2012*

#### **The 2012 Home & Remodeling Show will be held at the Varied Industries Building on the Iowa State Fairgrounds**

**BOOTH:** Each booth space measures 10' X 10' and will include booth dividers, back drop draping, company sign, electricity and wi-fi.

**BOOTH ASSIGNMENTS:** *Assignments of booth space will be made in the order contracts are received.*

**BOOTH PRICING:** *All booths are \$775.00 each (now includes electricity and wi-fi) for members August 1<sup>st</sup> through October 31, 2011; \$825.00 November 1, 2011 – December 31, 2011; after Jan 1, 2012, member booths will be \$875.00, \$1175 for the first booth for non-members and \$825 per booth after that. The \$1175 includes a one (1) year membership. A 5% discount applies for each additional booth purchased by the same company. Additional discounts are available for the purchase of 3 or more booths. **Note: One electrical hook-up and wi-fi are included in the price of each booth.***

**PAYMENT FOR BOOTH:** *The total cost for exhibit space must be paid by March 1, 2012 to be included in marketing materials. If the exhibitor fails to pay for exhibit space by that date (3/1/11), the HBA reserves the right to retain monies previously paid and assign that exhibitor's space to another exhibitor. **All exhibits must be paid in full by Wednesday, February 29, 2012.** If no booth spaces are available, a waiting list will be established for those wishing to purchase a booth space.*

**CHARACTER OF EXHIBITS:** *The HBA reserves the right to reject any exhibit or proposed exhibit that is not suitable for Home & Remodeling Show 2012. This will include persons, objects, conduct, printed material, souvenirs, catalogs, exhibits and all other items that affect the character of the exhibit.*

**DECORATIONS:** *Exhibitors may decorate their booth(s) as desired, however, HBA reserves the right to change or remove any installation deemed detrimental to the best interests of the show or HBA. Displays or structures in the booths shall not be more than ten (10) feet high and shall not extend outside of their designated display area. All tables must be skirted with professional materials. Information will be made available to exhibitors for obtaining professional-quality décor from a decorating company. All Exhibitors are expected to adhere to the Iowa State Fair Decorating Guidelines and Building Rules.*

**DISTRIBUTION:** *Exhibitors may distribute literature regarding their products from inside their booth only. Consumer contact information and orders may be taken, across the counter cash sales are allowed ONLY with approval of the HBA. CD players, radios and other sound devices may be used in a reasonable manner. HBA reserves the right to control usage and volume. No food or beverages will be sold, given away or served to any member of the public.*

**ELECTRICITY & Wi-Fi:** *Electrical hookup and Wi-Fi will be the responsibility of the exhibitor. Information for ordering this service will be made available to all exhibitors on the contract page.*

**EXHIBIT SET-UP:** *Exhibitors may begin setting up their displays at 8:00 AM, Thursday, March 10, 2011. All exhibits must be in place by 3:00 P.M., Thursday, March 10, 2011. HBA permission is required to begin set up prior to Thursday, March 10, 2011.*

**REMOVAL OF EXHIBITS:** *Tear down and removal of exhibits can begin immediately following the close of*

*the show at 5:00 p.m. on Sunday, March 13, 2011. Due to the potential safety hazard to visitors and other exhibitors, no goods, equipment or other display items may be removed from booths until the close of the show. The cost of moving and/or storage shall be paid by the exhibitor. HBA will not be responsible for any loss or damage to exhibitor's property. HBA permission is required to extend tear down time. Any exhibitor tearing down or removing exhibits before 5:00 PM on Sunday, March 11, 2012 will be fined up to \$500.*

**SHOW HOURS:**

**Thursday, March 8, 2012 - Membership Night - 5:00 PM to 8:00 PM.**

**Friday, March 9, 2012 – 1:00 pm – 9:00 pm**

**Saturday, March 10, 2012 – 10:00 am to 7:00 pm.**

*Sunday, March 11, 2012 – 11:00 am to 5:00 pm.*

**The HBA may, at its discretion, change show hours. Exhibitors agree to abide by such without recourse against the HBA.**

**ACCESS:** *Exhibitors will be permitted daily access prior to the show's opening for the purpose of performing maintenance or replenishing literature, etc.*

**EXHIBIT STAFFING:** *No children under the age of 18 years are allowed to staff exhibit space, unless authorized in advance by the HBA. Exhibits must be staffed at all times during the show hours.*

*It is recommended, but not necessary, to staff the exhibit during the Membership Night party on Thursday, March 8, 2012. Each exhibitor will receive one free staff admittance per booth for the purpose of providing staffing at Member Night. (Ex. Purchase 4 booths and you will receive 4 staff passes for Member Night.) Additional attendees from the exhibitors' company will need to register for Member Night.*

**SUBLEASE:** *Exhibitors shall not sublet or assign any part of their booth space without the WRITTEN CONSENT of the HBA.*

**CLAIMS and LIABILITIES:** *Exhibitor agrees to indemnify and hold HBA harmless from any claims or liabilities imposed by law on account of property damage or bodily injuries, including death, resulting there from, sustained or alleged to be sustained by any person or persons, whether they be members of the public visiting the show, employees of the HBA, or other exhibitors, occurring at or connected with the preparation of or presentation of the show, resulting from the sale or contributory negligence of exhibitor, its agents, employees or persons performing services for it, or resulting from any equipment failure, vehicles, machinery, or items used or displayed by exhibitor.*

**INSURANCE:** *HBA will not be responsible for any injury that may arise to an exhibitor or their employees or for loss or damage to exhibits by reason of fire, accident, weather, theft or any other cause. LIABILITY INSURANCE MUST BE OBTAINED BY EACH EXHIBITOR WITH A CERTIFICATE OF INSURANCE FURNISHED TO THE HBA PROVING COVERAGE OF \$1,000,000 WITH THE HBA LISTED AS ADDITIONAL INSURED. This must be received at the HBA office at 6751 Corporate Drive, Johnston, IA 50131, no later than February 3, 2012.*

**EXHIBITOR AGREES:** *That he/she or his/her employees or other representatives will not perform any act, physical or otherwise, that might damage or be detrimental in any way to the Home & Remodeling Show or the HBA. Exhibitors at the Home & Remodeling Show 2012 will hold no onsite after-hours parties.*

**IN THE EVENT** *it is necessary to change dates, extend dates or cancel all or any part of the show because of acts of God or other cause beyond its control, the HBA shall not be held liable by exhibitor for any loss or damage resulting from such cancellation or change and will issue no refunds. These changes will be at the discretion of the HBA. Exhibitor agrees to make their display available for seven (7) days after the anticipated closing date of the show in the event the show must be extended to make up for inclement weather days, etc.*

**ALL POINTS** *not covered by these conditions and rules are subject to the judgment and decision of the HBA and*

Home & Remodeling Show 2012 Committee. All rules and regulations added by written notice will be adhered to.

**EXHIBITOR AGREES** to abide by these rules and to accept these terms, and in the event of any controversy, to accept the decision of the HBA and abide by such decision, all without recourse. The exhibitor's signature on the Exhibitor Contract form shall denote acceptance of the above rules and terms.

### HOME & REMODELING SHOW 2012 EXHIBITOR CONTRACT

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I hereby request the Home Builders Association of Greater Des Moines (hereafter referred to as the HBA) to reserve \_\_\_\_\_ booth space(s) for use at the Home & Remodeling Show 2012, subject to the conditions of the attached contract, the terms of which I agree to and accept.

*Each booth will be assigned on a first come, first served basis. The HBA reserves the right to decline participation in the Show (under which event Exhibitor will receive a full refund of the deposit) or to change booth assignment at its discretion.*

*In the event the Exhibitor chooses to cancel within thirty (30) days or less from the first day of the Show, no amount of the deposit shall be refunded. If cancellation is more than thirty (30) days from the first day of the Show, Exhibitor shall receive a refund of 50% of the deposit amount.*

*Exhibitors are solely responsible for their booth area, property and personnel throughout the term of the Show and Exhibitor will defend, indemnify and hold HBA and its agents harmless from any claims or damages asserted against HBA or its agents arising out of Exhibitor's materials or Exhibitor's use of or presence at the booth.*

The following individual is authorized to represent us in all matters pertaining to our exhibit:

PAYMENT TERMS: I AGREE TO PAY THE TOTAL SUM OF \$ \_\_\_\_\_ FOR RENTAL OF \_\_\_\_\_ BOOTH SPACES. THE COST OF THE SPACE MUST BE PAID BY FEBRUARY 3, 2012.

**Early Bird Deadline, Friday December 30, 2011. Deadline to enter is Friday, February 3, 2012** for full benefit of publication(s).

COMPANY Name \_\_\_\_\_

REPRESENTATIVE NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE # \_\_\_\_\_ CELL # \_\_\_\_\_

FAX # \_\_\_\_\_

E-mail \_\_\_\_\_

Credit Card Type \_\_\_\_\_

Credit Card No. \_\_\_\_\_ Expires: \_\_\_\_\_

CRV # \_\_\_\_\_

Amount to Charge: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
*Authorized Company Signature*

\_\_\_\_\_  
*Date*

Accepted by the Home Builders Association of Greater Des Moines

**This contract is not valid until signed by the duly authorized representative of the HBA and is subject to cancellation and return of deposit if for any reason the said contract is not approved. The HBA reserves the right to refuse any contract.** FAX this form to the HBA of Greater Des Moines at 515-334-0165 or email [mfratzke@desmoineshomebuilders.com](mailto:mfratzke@desmoineshomebuilders.com).

Authorized HBA Signature

Date

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