

HBA Home & Garden Show at Phil Long Expo Center

Housing & Building Association • 4585 Hilton Pkwy., Suite 100 • Colorado Springs, CO 80907 • ph: (719) 592-1800 • fax: (719) 260-8398

2010 Contract and Exhibit Space Reservation

FRIDAY, MARCH 5 - SUNDAY, MARCH 7, 2010 • PHIL LONG EXPO CENTER

The undersigned wishes to make application for exhibit space in this show, upon acceptance of this application, which then becomes a contract subject to the rules and regulations governing the show and subject to final approval and acceptance by the HBA. **SEE RULES AND REGULATIONS ON REVERSE SIDE.**

Company Name _____

Mailing Address _____

City/State/Zip _____

Phone _____ Fax _____

E-mail _____ Web Address _____

Contact Name _____

Signed By: x _____

Title: _____ Date: _____

Exhibit Space Preference (please indicate top three choices):

(1) _____ (2) _____ (3) _____



List products and/or services to be exhibited: _____

We prefer not to be located near the following companies and/or products: _____

\$ _____ Total Cost of Exhibit Space for **HBA MEMBERS** (\$625 per 10'x10' booth space, plus additional \$75 for corner booth space)

\$ _____ Total Cost of Exhibit Space for **NON-MEMBERS** (\$725 per 10'x10' booth space, plus additional \$75 for corner booth space)

\$ _____ **TOTAL COST OF EXHIBIT SPACE**

\$ _____ **DEPOSIT** (minimum of 50% deposit is due with contract to reserve exhibit space)

\$ _____ **BALANCE DUE (60 days prior to show or exhibitor forfeits any deposits and exhibit location)**

✓ We acknowledge the rules and regulations printed on the reverse side of this contract and agree to the terms and conditions set forth.

✓ Please send your check with ALL SIGNED COPIES to: **HBA, 4585 Hilton Pkwy., Suite 100, Colorado Springs, CO 80907**

✓ If paying with a credit card, please fill out the following: **(MasterCard, VISA, Discover or American Express accepted)**

Type of Card _____ Company and/or Name on Card _____

Card Number _____ Exp. Date _____ Amount _____

✓ **Authorized Card Signature: X** _____

✓ I, _____ (individual name) hereby guarantee all debts and obligations herein of exhibitor.

✓ **Authorized Exhibitor Signature: X** _____

HBA USE ONLY

Date Received _____ Amount _____ Payment Type _____

Date Received _____ Amount _____ Payment Type _____

Exhibit Space Assignment _____ Authorized HBA Signature _____

RULES AND REGULATIONS

1. LOCATION, DATES, AND in its sole discretion **HOURS** of the Home & Garden Show: To be determined by Housing & Building Association of Colorado Springs (*hereinafter referred to as "HBA"*).

2. INSTALLATION, EXHIBITING, AND DISMANTLING: The hours and dates for installation, exhibiting, and dismantling shall be those specified by **HBA**. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Phil Long Expo Center before the specified conclusion of the dismantling period set by **HBA**. Each Exhibitor must name at least one person to be its representative with regard to installation, operation, and removal of exhibit.

3. The Exhibitor agrees not to use or permit the premises to be used at any time for the purpose of soliciting participants for shows other than conducted by **HBA**, including, but not limited to, any recreational vehicle, camping, sporting, van or truck show, or the distribution of related materials including but not limited to advertising of such shows. Conduct in violation of this paragraph will entitle **HBA** to the remedies set forth in Paragraph Number 10 of this contract and any additional remedies it may have in either law, or equity, or both.

4. REASSIGNMENT OF SPACE: **HBA** retains the right to reallocate exhibitor space assigned to the Exhibitor in the best interests of the show.

5. SUBLETTING AND ASSIGNMENT: Exhibitor may not sublet or assign his exhibit space, nor any part thereof, nor exhibit, offer for sale or advertise articles not manufactured, or normally sold by the Exhibitor except when such articles are necessary to the proper demonstration or operation of the Exhibitor's display, in which case the identification shall be limited to the manufacturer's normal and regular nameplate. The Exhibitor shall not permit representatives of a non-exhibiting company to operate from his/her exhibit space.

6. GENERAL REGULATIONS:

A. Loud speakers and sound displays are not permitted, and **HBA** shall have the right to reject any exhibit which does not, in its sole discretion, conform to the general tenor of the show.

B. All exhibits, back walls and decorations will be limited to eight feet (8') in height, except actual equipment which in normal operations exceeds this height. Written permission from **HBA** must first be obtained for the display of equipment or articles that do not conform to specifications as set forth in this contract.

C. Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the Phil Long Expo Center. The Exhibitor accepts full and sole responsibility for injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

D. The dispensing, distribution, or use of alcoholic beverages or food, or both, by Exhibitors in any part of the show premises is prohibited without the express prior written approval of **HBA**.

E. FLAMMABLE FLUIDS OR MATERIALS OF ANY NATURE, INCLUDING DECORATIVE MATERIALS, USE OF WHICH IS PROHIBITED BY FEDERAL, STATE OR MUNICIPAL LAWS OR REGULATIONS, ARE PROHIBITED FROM USE IN ANY AND ALL EXHIBITS. THERE WILL BE ABSOLUTELY NO PROPANE PERMITTED IN THE PHIL LONG EXPO CENTER.

F. The operation of any games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime, is only permitted by the prior written approval of **HBA**.

G. No noisy or obstructive work will be permitted during the hours that the show is open to the public, nor will exhibits producing objectionable odors be allowed. **HBA** shall have sole discretion in determining what is noisy, obstructive and objectionable.

H. Any demonstration or activity that results in excessive obstruction of aisles or that prevents ready access to nearby Exhibitors' space shall be suspended for a period of time that will be determined by **HBA**.

I. No soliciting of business shall be permitted in aisles or in other Exhibitors' space. Samples, catalogs, pamphlets, & publications may only be distributed by Exhibitors strictly within the confines of their own exhibit space. No Exhibitor will be permitted to conduct any promotional stunts or demonstrations without prior written approval from **HBA**. All exhibitors agree to confine selling and exhibit activities to their own specific and contracted space as assigned by **HBA** and not in adjacent parking lots and public streets in violation of municipal ordinances or state.

J. Photography of exhibit space will be limited to closed hours or candid shots only. Exhibitors and photographers may not disrupt, redirect, or in any manner hamper visitor traffic by clearing exhibit space or any aisles for photography during regular show hours.

K. In their own best interests, Exhibitors must maintain an attendant at their exhibit space during all open hours. All Exhibitors and their assistants, representatives, employees, servants and agents must register with **HBA** daily upon arrival to the show premises.

L. Exhibitors shall comply with all federal, state, and municipal laws, rules, regulations, and ordinances and shall comply with any and all regulations promulgated with respect to event premises.

7. LIABILITY: Exhibitor shall at all times protect, indemnify, save and hold harmless **HBA** against and from any and all claims, loss, cost, damage, liability or expense arising from, or out of, or by reason of (1) Any accident or other occurrence to anyone, including but not limited to the Exhibitor, its employees, representatives, agents, servants and business invitees, which arises from, or out of, or by reason of said Exhibitor's occupancy and use of the Phil Long Expo Center premises or any part thereof; (2) any damage to the Phil Long Expo Center caused by Exhibitor, its employees, representatives, agents, servants, and business invitees; and (3) breach by Exhibitor of its obligations hereunder. Under no circumstances will **HBA** be liable for any injuries to any persons as aforesaid in paragraph 7 and under no circumstances will **HBA** be liable for lost profits and/or any other incidental or consequential damages.

EACH EXHIBITOR MUST OBTAIN SUFFICIENT INSURANCE COVERAGE TO COVER EXHIBIT MATERIALS AGAINST DAMAGE AND LOSS AS WELL AS PUBLIC LIABILITY INSURANCE AGAINST INJURY TO THE PERSON OR PROPERTY OF OTHERS IN AMOUNTS SATISFACTORY TO HBA. EXHIBITOR SHALL PROVIDE HBA WITH A CERTIFICATE OF INSURANCE AS ISSUED BY THE INSURER. HBA will engage security guards.

Exhibitor shall be responsible for its property at all times. Should the Exhibitor desire to hire its own security guards, **HBA** must approve such security guards in writing. **IF THE PHIL LONG EXPO CENTER OR ANY PORTION THERE OF, ARE DAMAGED BY THE ACT, OMISSION OR NEGLIGENCE OF AN EXHIBITOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SERVANTS, EXHIBITOR SHALL PAY TO HBA UPON DEMAND SUCH SUM AS SHALL BE NECESSARY TO RESTORE SAID SHOW PREMISES TO THEIR FORMER CONDITION.** In the event the Phil Long Expo Center or any part thereof are unavailable, whether for the entire show or a portion thereof, as a result of terrorist attack(s), threat of terrorist attack(s), war, fire, flood, strikes, riots, acts of God, or any other cause beyond **HBA's** reasonable control, or should **HBA** decide that because of any such cause it is necessary to cancel, postpone or resite the show, or reduce the installation time, the show hours, or dismantling time, **HBA** shall not be liable to Exhibitor or any third party for any loss, cost, damage, liability, expense, or claim direct or indirect incidental, consequential, or otherwise arising as a result thereof. Refunds in the case of termination shall be made to Exhibitor(s) in the amount based on the original exhibit fee less a prorated adjustment based on **the** costs incurred by **HBA** from staging the show. If an exhibit fails to arrive, Exhibitor will be, nevertheless, responsible for exhibit space and no refund shall be made. If the exhibit space is not occupied by the time set for completion of the installation of the exhibit, such exhibit space may be taken by **HBA** and reallocated or reassigned for whatever purposes or uses **as HBA** may see fit.

8. CANCELLATION: In the event of cancellation by an Exhibitor, **THE FOLLOWING SHALL APPLY:**

- A.** If the Exhibitor cancels 120 days or more before the start of the show, he will owe **HBA** nothing;
- B.** If the Exhibitor cancels between 91 and 119 days before the start of the show, **Exhibitor shall be liable to pay HBA 50% of the space rental fee;**
- C.** If the Exhibitor cancels between 61 and 90 days before the start of the show, **Exhibitor shall be liable to pay HBA 75% of the space rental fee;**
- D.** If the Exhibitor cancels 60 days or less prior to the the start of the show, **Exhibitor shall be liable to pay HBA 100% of the space rental fee.**

HBA must receive written notification of cancellation by registered or certified mail. The date upon which notification is received by **HBA** will determine the above assessment charges. In the event of either full or partial cancellation of exhibit space by an Exhibitor, **HBA** reserves the right to reassign the cancelled exhibit space regardless of cancellation assessment. Subsequent reassignment of cancelled space does not relieve the canceling Exhibitor of the obligation to pay the cancellation assessment.

9. INTERPRETATION OF CONTRACT: **HBA** shall have the full power in the interpretation, contraction and enforcement of all contract terms, rules, regulations and agreements set forth herein. Any alteration or modification of this contract shall be in writing and signed by the parties hereto. This contract shall be governed and construed in accordance with the laws of Colorado. If **HBA** must institute legal proceedings against an Exhibitor for his breach of this Contract, **HBA**, if successful, shall be entitled to court costs and reasonable attorney's fees in connection with such actions.

10. REMEDIES: **In the event an Exhibitor breaches this agreement or if an Exhibitor, its employees, agents, representatives, servants, or business invitees, engage in any conduct which HBA IN ITS SOLE DISCRETION DEEMS OBJECTIONABLE, HBA** shall have the right to close the Exhibitor's space and remove Exhibitor's property. The Exhibitor hereby waives any right to or claims for damages against **HBA** or any of its officers or agents, and shall hold **HBA** harmless and exempt from any such rights of claims. **HBA** also reserves the right to eject or bar persons and to close an exhibit space or parts of an exhibit, which are in violation of any paragraph of this contract. This provision applies to displays, literature, advertising, novelties, souvenirs, Exhibitor's conduct, etc.

11. MATTERS NOT SPECIFICALLY ADDRESSED HEREIN: Any and all matters or questions not specifically addressed or covered by the foregoing paragraphs shall be solely subject to the reasonable decision and discretion of **HBA**.