

EXHIBIT SPACE APPLICATION AND AGREEMENT

This is a contract between Tidewater Builders Association and: \_\_\_\_\_ (Legal business name) for exhibit space at Homearama 2010. Name of Exhibiting Firm \_\_\_\_\_ [ ] TBA Member [ ] TBA Nonmember Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Emergency phone (after 5 p.m.) \_\_\_\_\_ Fax \_\_\_\_\_ Date \_\_\_\_\_ E-mail address (required) \_\_\_\_\_ Name of individual to receive show correspondence and address, if different from above \_\_\_\_\_ Name of company/person responsible for payment \_\_\_\_\_ Product or nature of exhibit to be displayed \_\_\_\_\_ Number of staff persons who will need entry to the show. \_\_\_\_\_ Booth space requested as numbered on official floor plan. 1st Choice \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ Additional information/special services required \_\_\_\_\_

The reverse side of this contract contains rules and regulations which are part of this contract.

I agree to the conditions, rules and policies as set forth in the Show Rules (published on the back of this agreement) and I agree to pay \$ \_\_\_\_\_, the total rental amount for booth(s) requested. I understand that a 50% deposit must accompany this agreement. I understand that a 50% deposit must accompany this agreement. I understand that space rental fees must be paid in full ten (10) working days prior to the opening of the show. If payment is not received, only a certified check will be accepted prior to move-in. If a certified check is not presented, booth and deposit will be forfeited and I will be liable for the full rental fee. I understand all cancellation requests must be received in writing prior to February 28th. Exhibitors who cancel less than sixty (60) working days before the show will be responsible for the full cost of their booth space. If exhibit space is contracted within the 60 day period prior to show there will be no refunds. I acknowledge that I have read, understand and will abide by the Show Rules that are part of this agreement. I also understand that if any legal steps are taken to retrieve this indebtedness, all costs will be at the exhibitor's expense, including reasonable attorney's fees.

I also understand that jurisdiction for this contract is Chesapeake, Virginia.

Authorized by: (print name) \_\_\_\_\_

All exhibitors must have a current credit report on file with Tidewater Builders Association to participate.

\*Authorized by \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Accepted by \_\_\_\_\_ TBA Show Representative \_\_\_\_\_ Date \_\_\_\_\_

Payment Method: \_\_\_ Check \_\_\_ MC \_\_\_ VISA Exp. Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Account Number: \_\_\_\_\_ Billing zip code: \_\_\_\_\_

Amount to be charged: \_\_\_\_\_ Signature: \_\_\_\_\_ Security code: \_\_\_\_\_

\*Authorizer is ultimately responsible for full rental fee.

NO CANCELLATIONS AFTER FEB. 28

FOR TBA USE ONLY Sales Representative \_\_\_\_\_ Total Space Cost \$ \_\_\_\_\_ Date \_\_\_\_\_ Deposit/Other \$ \_\_\_\_\_ Space # Reserved \_\_\_\_\_ Balance Due \$ \_\_\_\_\_

Show is managed by Tidewater Builders Association; Checks should be made out to Tidewater Builders Association and returned with this agreement to: Tidewater Builders Association, 2117 Smith Avenue, Chesapeake, VA 23320

## Rules of Participation

Please read carefully. These rules are part of your agreement.

1. All exhibitors must provide show management with an insurance certificate prior to erecting a display.
2. In the case of outdoor exhibits, where applicable, exhibitors agree to leave a 12" space from the curb of the back of booth display.
3. Exhibitors must obtain written approval from show management to use microphones.
4. Exhibit space must be able to contain a reasonably sized audience if demonstrations are planned. Aisles cannot be blocked. Demonstration booths are not allowed on main aisle.
5. The winners of all contests and drawings conducted during the show must be drawn before the show ends and the name of the winner given to show management.
6. All exposed parts of a display must be finished or covered so it does not present an unsightly appearance when viewed from adjoining booths or aisles.
7. ELIGIBLE EXHIBITS. Exhibitor may only display products or services sold by him in his regular course of business. Only products or services pertinent to or closely related to the theme of the show will be permitted. TBA (from here and throughout know as TBA) reserves the right to determine the display eligibility of any company or product.
8. BOOTH EQUIPMENT. TBA agrees to furnish exhibit space as per our sales brochure and contract agreement, and Exhibitor badges. No Exhibitor will be permitted entry without an admission badge. All materials and decorations used in booths must meet city fire department standards for inflammability. Helium-filled balloons are allowed for decorative purposes only and are prohibited as a giveaway item. **No exhibit will be permitted to protrude into adjoining booths, electrical and drain aisles, or traffic aisles. Booths: Sides can exceed 3' in height only half the distance from the back of booth.** No vehicles will be permitted inside the show area without prior approval from show management. If a vehicle is used in an exhibit, Exhibitor must contact show management for specific rules governing vehicles.
9. SUBLETTING. *No booth space may be assigned, sublet, or shared with another firm, either partially or in its entirety, without the written consent of TBA.* No Exhibitor shall exhibit in his space any other goods, apparatus, service, advertising signs, etc., other than those sold or manufactured by him in his regular course of business without written consent from show management. Violation of this rule shall be cause for eviction without refund.
10. PAYMENTS AND REFUNDS. **No exhibitor will be permitted to set up until all outstanding indebtedness is paid. No deposit refund will be made if an Exhibitor cancels less than sixty (60) days prior to the show and Exhibitor will be responsible for the entire booth rental fee. Contract cancellation requests made prior to sixty (60) must be in writing.** No refund on booth space will be made to a n y Exhibitor who is asked to leave the show because of illegal operations, violation of show rules or City Ordinances, nor shall TBA be liable for any expenditures attendant to such termination. In the event of cancellation of the show, all deposits and fees will be returned to Exhibitor, but TBA will not be liable for damages or extra expenses attendant to cancellation. Accounts not paid by open date of show may be subject to 2% interest per month.
11. SPACE AGREEMENT. All exhibits must be in order with all packing cartons and trash disposed of prior to the show opening. Exhibitor will be responsible to surrender, at the close of the show, his space **in the same condition it was when occupied.** In the event of damage, Exhibitor will be subject to damage claims as are necessary to restore space to its original condition. For any booth materials left at Homearama site, company will be charged a \$300 clean-up fee.
12. OPEN HOUSE AND STAFFING. Booths should be staffed during all open hours of the show. Booth staff will be admitted one hour before show opens (except for preview party events) and will not be allowed to remain in the show more than 30 minutes after show closes. Cash and carry sales from booths are permitted, but Exhibitor must file appropriate sales tax reports. Exhibitor is encouraged to conduct drawings and give souvenirs, etc., but no Exhibitor may advertise or distribute tickets for prizes and giveaways which are contingent upon a purchase, nor conduct any other promotions with obligations imposed. In order to conduct giveaways and drawings during show, Exhibitors must submit a description of the prize and when the drawing will be held to Show Management two (2) weeks prior to show opening. Show management has the right to verify all prizes and prize winners. All promotions and souvenirs must adhere to generally accepted standards of good taste. **All promotional and sales activity must be confined to the contracted booth space.** All sound-making equipment or promotions shall be maintained at a level acceptable to show management. Exhibitor agrees to conduct business in a professional and ethical manner and will adhere to accepted standards of good salesmanship. Appropriate dress is required for sales personnel. All signs must be professionally produced—absolutely no hand written signs may be displayed.
13. SPECIAL SERVICES. Electricity, water, and other utilities if available, may be secured through the facility. The facility retains the right to install electrical service panels in necessary locations. Every attempt will be made to locate camlocks outside booth space. Forklift, cleaning, drayage, show rentals and other services available through show decorator. **TBA will not handle exhibitor shipments to the facility. Arrangements should be made through the Show Decorator.** In the case of Homearama, limited electrical service is available through show management.
14. SECURITY. TBA will employ security during the off-hours of the show and make every attempt to protect Exhibitor displays, but TBA will not be responsible for, nor will it guarantee the Exhibitor against loss of any kind. Exhibitor agrees to indemnify and hold harmless TBA and its co-sponsors, the facility, the developer and the city, from and against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cause of actions of any and every kind and nature arising or growing out of, or in any way connected with Exhibitor's activities on the property of event. Property and Liability Insurance for each exhibit is to be carried by the Exhibitor at his own expense; proof of such insurance is required by TBA.
15. MATERIALS SUBJECT TO LICENSE OR RESTRICTION: Exhibitor shall bear sole responsibility and liability for any and all licenses and/or fees which arise under United States Copyright Law. Within the exhibitor's leased space and within such space as the exhibitor may use for the presentation of any lecture, demonstration and/or performance, this responsibility and liability shall apply to all performances, both live and recorded, of music or other materials subject to restriction and/or license.
16. SPECIAL RULES. Exhibitor agrees to abide by all Federal, State, City, and Show regulations now in existence or that may hereafter be made. Signing this agreement gives TBA permission to publish your company name as a participant. TBA reserves the right to discontinue any exhibit in violation of show rules and to terminate this agreement, with or without cause, at any time during the term hereof without liability of any kind. No verbal agreements will be recognized by TBA. TBA reserves the right to alter or relocate booth positions for whatever reason it deems necessary. All disputes, arising from any cause whatsoever, among Exhibitors shall be adjusted by TBA whose decision shall be final. The Exhibitor's Handbook, as established in writing for all exhibitors by TBA, is part of this agreement. **In the event of severe weather, it is the Exhibitor's responsibility to take all the necessary precautions to secure their exhibit and display items. Big Home Shows will not be held liable for loss or damage due to severe weather.**
17. APPLICABLE LAW; FORUM; LEGAL FEES. This agreement will be governed by Virginia law. Jurisdiction and venue of all disputes is permitted in the Circuit Court, and General District Court, Chesapeake, Virginia. Exhibitor will pay to TBA on demand all legal fees and costs incurred by TBA in any proceedings to enforce this Agreement.

\_\_\_\_\_ Initials