

APPLICATION/CONTRACT FOR EXHIBIT SPACE



5700 W. Michigan Ave.
Kalamazoo, MI 49009
expo@hbawmi.com • 269.375.4225
www.hbawmi.com • www.kalamazoohomeexpo.com



NOTE: This application becomes a binding contract when signed by both parties

COMPANY INFO

Company name _____

(Company name for show guide if different) _____

Contact person _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Website _____

Is your company an HBAWMI Member? ☐ YES ☐ NO ☐ NO, but I'd like to be

IMPORTANT: ALL event details will be distributed via email.

Please provide ALL email addresses that need to receive event & set up details.

DATES & TIMES

SHOW HOURS

Friday, March 8, 2024 Noon-8pm
Saturday, March 9, 2024 10am-8pm
Sunday, March 10, 2024 11am-4pm

SET-UP TIMES

Tuesday, March 5, 2024 *-Landscapers Only-* 9am-7pm
Wednesday, March 6, 2024 9am-7pm
Thursday, March 7, 2024 9am-7pm

FOR STAFF USE ONLY

Date Received ____/____/____

- ☐ Entered in GZ
☐ Enter in Map Dynamics
☐ Balance Invoiced
☐ Insurance Received

BOOTH RATES

☐ Regular Booth Space (10ft x 10ft) @ \$1,600 per booth = \$ _____

Includes carpet, 8ft rear/side curtains, and electric

☐ Premium Booth Space (10ft x 10ft) @ \$2,100 per booth = \$ _____

All corner booths open to two aisles will be charged a premium rate. Includes carpet, electric and 8ft rear curtains

☐ Garden Booths (10ft x 20ft) @ \$4,200 per booth = \$ _____

Premium booths that are only available to landscaping companies. See section 8 for more details.

☐ Odd Sized Booth @ \$2,700 per booth = \$ _____

Includes 8ft rear/side curtains, carpet, and electric. APPLIES ONLY TO BOOTHS: #117, #184 (9ft x 20ft) and #252 (L-shaped)

☐ MarketKazoo Booth Space (10ft x 10ft) ☐ 1 @ \$200 per booth or ☐ 2 @ \$250 = \$ _____

Includes 8ft rear curtains, 8 ft table w/ 2 chairs and electric. MarketKazoo is a marketplace area limited to cash & carry sales with a focus on garden, artists, handcrafted decor & gifts.

SUBTOTAL = \$ _____

DISCOUNTS

HBAWMI Member Discount 25% off subtotal = \$ _____

MEMBERS ONLY: Must be a member of the HBAWMI in good standing by February 1, 2024

5-year Exhibitor Discount 5% off subtotal = \$ _____

MEMBERS ONLY: Must be a current HBAWMI Member who has exhibited in the last 5 consecutive Expos and reserve space prior to December 1st

Early Bird Discount 5% off subtotal = \$ _____

A 5% discount is given to those who reserve space by December 1st, 2023

TOTAL COST OF SPACE (Subtotal-discounts) = \$ _____

MARKETING (Add-ons this is in addition to total cost of space)

Web Banner Ad @ \$200 ea. = \$ _____

Must submit a 1445px X 180px PNG or JPEG file with link to website.

Web Banner Ad Design @ \$50 ea. = \$ _____

Submit your logo and any design elements with link to website.

Show Guide – Highlighted Listing/Ads (Contact Marie Frank for more info: (269) 375-4225 or MarieF@hbawmi.com) = \$ _____

TOTAL INVESTMENT (Cost of space + add-ons) = \$ _____

BOOTH PREFERENCE

Booth assignments will be based on First right of refusal, Sponsorship, show size, and date both the signed Contract (contained herein) and payment are received (Deposit). **There are no guarantees on booth location.** Please see section 2 of the Contract for further details. (Make selection from floor plan)

BOOTH PREFERENCE(S): 1. _____ 2. _____ 3. _____ OR Please call me

Please check the category that best suites your business:

- ## ADDITIONAL INFORMATION

NOTE: Return a signed contract with minimum contract terms (deposit) to HBAWMI via email at EXPO@HBAWMI.COM, via mail at 5700 W MICHIGAN AVE, KALAMAZOO, MI 49009. If you would like a copy now, please make a photocopy. Your copy will be returned to you upon acceptance.

1) **AGREEMENTS:** By signing the agreement for Exhibit Space ("Contract"), Exhibitor agrees to abide by these terms, Rules, and all amendments thereto and the decisions of Show Management. This Contract is between the Exhibitor and the Home Builders Association of Western Michigan. For the purposes of this Contract, the following definitions apply: "Show Management" is the Home Builders Association of Western Michigan; "Venue" is the Kalamazoo County Expo Center; "Exhibitor" is any person, firm, or corporation who submitted this Contract to participate in the 2024 Home & Garden Expo; the term "Rules" shall mean these rules and regulations contained herein.

2) **BOOTH ASSIGNMENTS:** Exhibit spaces are reserved on a first right of refusal basis. All 2023 Home & Garden Expo Exhibitors will have the first opportunity to reserve their booth from last year. Booth space will become available in the following priority:

- a) Returning 2023 Exhibitors (now – week of September 1)
- b) Consecutive 5-year exhibitors (September 2 – 15)
- c) All HBAWMI members (September 16 – 29)
- d) Non-members/General Public (September 30 – Show dates)

Space assignments will be made only after receipt from Exhibitor of this Contract. All prices are outlined in the Contract. The Contract for Exhibit Space must be signed by an authorized agent of the Exhibitor and submitted with a non-refundable deposit equal to 50% of selected booth package price (the "Deposit"). The date on which both the signed Contract and Deposit have been received by Show Management will be used to prioritize booth assignments. Any Exhibitor reserving booth space that fails to occupy the space by the terms set forth in section 6 shall forfeit all rights to the use of assigned space and Show Management reserves the right to dispose of such space, without any refund to the Exhibitor.

3) **ELIGIBLE EXHIBITS:** Exhibits will be limited to companies or products approved by Show Management. The Home & Garden Expo is a home improvement show representing businesses in residential construction and Show Management reserves the right to disallow Exhibitors that do not fit into a category that would maintain the viability and usefulness of the exhibition. Exhibitor agrees that its exhibit shall be admitted into the Show and shall remain from day to day solely in strict compliance with all laws, Rules, and terms described herein. Show Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part after Show Management's good faith determination is communicated to Exhibitor that the exhibit or Exhibitor is not in compliance with the Contract.

4) **USE OF DISPLAY SPACE:** Restrictions on space rental: without the express written permission of Show Management, Exhibitor may not: (a) use their booth for petition, lobbying or political purposes (b) sublet, subdivide, or assign its space, or any portion thereof (c) purchase multiple booths for the purpose of subletting or assigning to third parties, or (d) permit in its booth any non-exhibiting company representative. Only companies or individuals that have contracted with Show Management can display.

5) **BOOTH REPRESENTATIVES:** Booth representation is limited to Exhibitor. Exhibitor shall staff its booth during all open Show hours. Due to potential COVID-19 mitigation, Show Management may limit the number of booth personnel at any time. Exhibitors may choose not to staff their booth on Sunday, March 10, 2024, provided the following Rules are followed: Exhibitors must: (1) place a sign in their booth informing visitors of their absences, (2) provide a piece of literature with contact information, and (3) keep booth fully intact until the Show closes. Show Management shall not be responsible for any loss or damage to any property of Exhibitor's while booth is being attended or unattended. The Show Guide and/or show map will reflect exhibit being closed on Sunday.

6) **INSTALLATION AND REMOVAL:** Show Management has complete discretion and authority over the placement arrangement and appearance of its items which Exhibitor displays. Installation of all exhibits must be fully completed by 7:00 p.m., one (1) day prior to the opening of the Show unless prior written approval is granted by Show Management. If Exhibitor does not meet this deadline, Exhibitor booth space may be resold or reassigned by Show Management, without refund or credit. All exhibit and booth materials must be removed by the date and time specified by Show Management, which reserves the absolute right to inspect any items removed from the Exhibit.

7) **DECORATION OF INDOOR BOOTHS:** To comply with the Uniform Fire Code, exhibit structures including the display in signs for any booth space may be a maximum of 8 feet in height unless prior approval from Show Management given. Booths over 8 feet in height must submit a request in writing and may need to be placed along an exterior wall. If the exhibit is accessible to guests, there must be a smooth transition from the show floor to the entrance and exit of Exhibitor's booth, and Exhibitor will guarantee to endeavor a trip hazard never exist for the duration of this Contract. Exhibitor's display decorations may not obstruct other displays nor project into aisles. Elevated displays shall

be constructed and maintained in such a manner to ensure no hazard exists, nothing can or will fall or cause any danger to occupants. No highly flammable materials (including, but not limited to as paper, crepe paper, etc.) are to be used in the construction or decoration of Exhibitor's space. Vehicle exhibits must comply with Section 11 and are required to purge gas tank before being displayed in the Venue and must pass inspection by all applicable authorities of Kalamazoo County. No display or exhibit shall be installed or operated to interfere in any way with access to any required exit or firefighting equipment. This includes hand pulls. Exhibit booths shall be constructed of: (a) Non-combustible or limited-combustible materials. (b) Wood greater than one-quarter inch (1/4") nominal thickness or pressure treated fire-retardant wood if less than one-quarter inch (1/4") nominal thickness. (c) Flame-retardant curtains and/or drapes. (d) All acoustical and decorative material including, but not limited to cotton, hay, paper, straws, moss, split bamboo, and wood chips shall be flame-retardant. Materials that cannot be treated shall not be used.

8) **DECORATION OF GARDEN BOOTHS:** Exhibitor agrees to adhere to the Rules set forth in section 8 above. To qualify for a garden booth display, Exhibitor agrees to install landscape features such as flowers, water features or greenery. Lawn care equipment, machinery and or tools do not qualify.

9) **EARLY REMOVAL OF EXHIBITS NOT ALLOWED:** No exhibit shall be packed, removed, or dismantled prior to the closing of the show on Sunday. If Exhibitor acts in breach of this provision, it shall pay as compensation for the distraction to the Show's appearance, an amount equal to the total space charge/advertising commitment for Exhibitors allocated area, in addition to all sums otherwise due under this Contract and will be charged to the credit card on file. For security reasons, any equipment removed from the Exhibit Hall prior to the official closing of the Show shall require prior written approval by Show Management. Exhibitor materials not removed from the Exhibit Hall by 1:00 p.m. the Monday after Show close will be deemed abandoned and forfeited by Exhibitor and discarded by Show Management.

10) **PROHIBITED ACTIVITIES:**

- a) The use of cooking equipment shall comply with the Uniform Fire Code and receive prior written approval of Show Management.
- b) All demonstrations, sales, activities, and distribution of circulars and promotional material must be confined to the limits of Exhibitor's booth. Show Management reserves the right to dispose of materials found outside of the booth. Exhibitor must not place equipment for display or demonstration in such manner as to cause observers to gather in the aisles. If observers began to gather, Exhibitor shall make reasonable efforts to dismantle the gathering or ensure the free-flowing traffic of visitors throughout the Venue. All equipment for display or demonstration must be placed within the assigned booth to attract observers into the booth.
- c) Calling, pulling, or grabbing a visitor to Exhibitor's booth is not permitted.
- d) Exhibits which include the operation of musical instruments, sound motion picture equipment, public address systems, or any noise-making machines must be operated so that the noise resulting therefrom will not annoy or disturb adjacent Exhibitors or their patrons.
- e) Exhibitor is prohibited from displaying any devices or objects in the booth that exceed the length of the back wall without prior written approval from Show Management and the Venue.
- f) Animals and pets are not permitted in the Venue except in conjunction with an approved exhibit, display or performance legitimately requiring use of animals. Guide and service dogs are permitted.
- g) Exhibitor is not allowed to conduct any activities that could be considered an illegal lottery or violation of any applicable law.
- h) Smoking, Vaping or use of E-cigarettes is prohibited inside buildings, tents, other structures, or hazardous locations associated with the facility use. Additional signage shall be posted if necessary.
- i) Exhibitor must maintain the booth space as to appearance, immediately remove any trip hazard and maintain cleanliness in a manner reasonably suited and in accordance with the character and quality of the Show.
- j) No helium filled balloons are permitted inside the Venue.
- k) Open flames are not permitted inside the Venue. Grilling activities are permitted outside but must comply with the Uniform Fire Code.
- l) No display or exhibit shall be installed or operated to interfere in any way with access to any required exit or firefighting equipment.
- m) No Exhibitor may sell or give out food or beverage (other than wrapped candy and water) without prior written approval of Show Management and the Venue. Popcorn machines are not allowed inside the Venue.
- n) The driving of nails, tacks, screws, use of duct tape or use of any method of attaching material to walls, floors or railings of Venue is prohibited. Signs, banners, or other items cannot be hung from ceilings. Exhibitor will be required to replace, repair, or otherwise assume expense for any damage or defacement of the building, draperies, carpeting, or flooring caused by its exhibit or its rep-

representatives. "S" hooks may be provided by Show Management to hang signs from draperies. Show Management reserves the right to charge the credit card on file for any damage described herein, which goes uncured.

- o) Drones are not allowed to be used inside the Venue.
- p) No pop-up tents, canopies, patio rooms or structures can be setup inside the Venue that have a covering or roof where anyone can walk under the covered area.
- q) Heavy materials and equipment may not be dragged or skidded over Venue floors or lawn: they must be carried or moved on wheels of such a type and size as will not cause permanent scratches or marks not removable by ordinary routine methods of cleaning. Materials and equipment that may cause stains, marks, or discoloration of floors, carpeting, or walls must be protected against such damage by whatever devices necessary (padding, plastic sheeting, or water pans, etc.). Exhibitor will be billed for replacement value of such items that are damaged.
- r) If furniture is provided by another HBAWMI member, a sign (no larger than 8.5"x 11") acknowledging the member may be displayed. No non-member acknowledgment signs are permitted.
- 11) **VEHICLES AND HEAVY EQUIPMENT:** Vehicles are not allowed inside the Venue for loading/unloading. Loading areas must be used. Vehicles are allowed for display in the Show but must meet Uniform Fire Code and local ordinances and comply with terms under the Contract. Vehicles on display shall comply with the following: (a) Fuel tanks shall be not more than one-quarter (1/4) full or contain more than five (5) gallons of fuel, whichever is less. (b) Fuel tank openings shall be locked and sealed in an approved manner. (c) At least one battery cable shall be removed from the battery used to start the vehicle. The disconnected cable shall be taped. (d) Vehicles shall not be moved during the show. (e) The fueling or defueling of vehicle or equipment inside the Venue shall be prohibited.
- 12) **ELECTRICAL:**
 - a) Standard 110 volt/20amp electrical outlets are provided inside the Venue for Exhibitors. Any Exhibitor requiring additional electrical wattage (220 volt) must submit a request to Show Management, as the outlets are only provided in certain area of the Venue.
 - b) Show Management and the Venue assume no responsibility for any damage that may occur to sensitive electrical/electronic equipment owned and used by Exhibitor (including, but not limited to, computers and audio-visual equipment). Exhibitors with sensitive electrical/electronic equipment are strongly encouraged to provide surge protection or uninterruptible power supply devices.
 - c) Electrical connections shall comply with the National Electrical Code and shall pass inspection by all applicable authorities of Kalamazoo County.
 - d) GFCI connections are required to be provided by Exhibitor anywhere there is connection near water.
- 13) **RIGHT OF ENTRY AND INSPECTION:** Show Management, in its absolute discretion, shall have the right at any time to enter the area occupied by Exhibitor or otherwise inspect Exhibitor's material or property used for the Show.
- 14) **BOOTH MAINTENANCE:** Exhibitor is required to maintain the daily cleanliness and prevent hazards originating from its booth. Unless an action requiring cleaning takes place, cleaning of booths shall take place at times other than Show hours. Show Management will be responsible only for the cleaning of aisle space and public areas.
- 15) **CARE OF BUILDING AND EQUIPMENT:** Exhibitor and all its agents shall not injure or deface any part of the Exhibit Hall, the booths or booth contents or Show equipment and decor. Exhibitor shall care for and keep in good order the space occupied by Exhibitor and surrender such space at the close of the Show in the same condition as it was when it was taken over prior to the Show. If the space occupied shall be damaged by Exhibitor, employees, patrons or guests, Exhibitor shall pay such amounts as are necessary to restore the space to its original condition.
- 16) **CANCELLATION BY EXHIBITOR OR SHOW MANAGEMENT:** Any termination or cancellation of this Contract by Exhibitor must be in writing. If this Contract is terminated or canceled by Exhibitor for any reason, or by Show Management because of Exhibitor's default or violation of the terms of this agreement, then monies paid to Show Management by Exhibitor shall be retained as follows: If cancellation occurs more than 9 weeks before the start of the show, then Show Management shall return the entire cost of Exhibitor's space paid to Exhibitor. If cancellation occurs less than 9 weeks before the start of the show, then Management shall retain a percentage, pursuant to the table below, of the entire cost of the Exhibitor's Space and return the balance paid to Exhibitor according to the refund schedule below. As shown in the table below, no refunds will be made for any reason after February 16, 2024. After February 16, 2024, Management is entitled to the entire cost of the Exhibitor's Space, which includes money paid by Exhibitor, and Exhibitor will owe Show Management any outstanding balance and fees. Show Management shall retain these monies as reasonable damages for the direct and indirect costs incurred by Show Management for organizing, setting up and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal including reselling of the space.

Exhibitor & Management Cancellation Refund table:

"FROM Date"	"TO date"	Refund %	% Retained by Management
Now	January 5, 2024	100%	0%
January 6, 2024	January 19, 2024	75%	25%
January 20, 2024	February 2, 2024	50%	50%
February 3, 2024	February 16, 2024	25%	75%
Anytime after February 16, 2024	N/A	0%	100%

All sales are final, and payments are non-refundable due to up-front costs in setting up the event except as noted in sections 17 and 18 of this Contract.

- 17) **CANCELLATION OF SHOW BEYOND MANAGEMENT'S CONTROL:** If mandated by governmental or other authorities or if Show Management determines in good faith that the show cannot be held or rescheduled because the Venue and/or its surroundings have become unfit for occupancy, are materially interfered with by reason of weather, strike, embargo, injunction, act of war, act of God, Federal, state or local order, any other act, event or emergency, this agreement may be terminated or suspended. In the event of such termination or suspension, the Exhibitor waives any and all damages and agrees that Show Management, after deducting already incurred costs and expenses (including a reserve for claims), may refund to the Exhibitor a prorated amount of any remaining monies paid by the Exhibitor. In the spirit of transparency, Show Management will work with the Advisory Council of Exhibitors for validation of the amounts of any prorated refunds made to Exhibitors.
- 18) **ADVISORY COUNCIL OF EXHIBITORS:** The Advisory Council of Exhibitors (ACE) was created to provide a voice for HBA Home Expo exhibitors and to assist the association with the planning, management and evaluation of the expo and other event components. The ACE's primary function is to promote the involvement and interests of exhibiting companies. It serves as an advisor to the HBA of Western Michigan staff and leadership on exhibit policies, issues, and other items of interest to exhibitors, in an effort to make every expo more successful for everyone involved.
- 19) **EXHIBITS AND PUBLIC POLICY:** Exhibitor is charged and is expected to know all federal, state and local laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this Show. Compliance with such laws is mandatory for Exhibitor and their agents and will be held solely responsible for its compliance. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor space, materials and operation is concerned. All booth decorations including, but not limited to carpet must be flame-proofed, and all hangings must clear the floor. Electrical wiring must conform with the Uniform Fire Code. If inspection indicates the Exhibitor has neglected to comply with these regulations, or otherwise incurs a fire hazard, the right is reserved by Show Management to remove all or such part of his exhibit as may be in violation, at Exhibitor's expense. If equipment or machinery is to be installed, or appliances that may come under fire code are to be used, Exhibitor shall contact Show Management for further information concerning facilities or regulations. City and state fire regulations must be complied with at all times. Use of hazardous material, such as open flame or liquid propane gas is strictly prohibited.
- 20) **ERRORS AND OMISSIONS:** Show Management assumes no responsibility or liability for any of the services performed or materials delivered by official show contractors, or other suppliers to the show, their personnel, or their agents. Any controversies which may arise between Exhibitor and official contractors or personnel on the Show premises shall be referred to Show Management for resolution and Show Management's decision shall be final and binding.
- 21) **SECURITY:** The Venue and shall remain locked from show close until one hour before the show opens. The gates around the South Lawn shall remain locked while no Exhibitors are present. Show Management reserves the absolute right to inspect any items removed from the exhibit area.
- 22) **LIABILITY AND INSURANCE:** Exhibitor must supply a Certificate of Insurance to Show Management for bodily harm, death, and property damage before any items may be moved into exhibit space or at any time upon reasonable request. (Minimum coverage of \$1,000,000, SHOW MANAGEMENT named as co-insured or additionally insured) See below for specifications.
 - (a) All property of Exhibitor remains under its custody and control in transit to and from the Exhibit Hall, during installation and removal, and while it is within the confines of the Exhibit Hall. Neither Show Management, the service contractors, the management of the Exhibit Hall nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitor from theft, damage by fire, accident, vandalism, or other causes. Exhibitor expressly waives and releases any claim or demand it may have against any persons described above by reason of any damage to or loss of any property of Exhibitor, except where the damage or loss is due to the gross negligence or willful miscon-

duct of the persons mentioned above. (b) Exhibitor understands that Show Management does not carry business interruption and property damage insurance coverage for loss or damage of Exhibitor's property. Exhibitor expressly assumes all risk of loss of their property owned or used by Exhibitor at the Venue whether realized during or after the show. Exhibitor agrees to obtain adequate insurance during the dates of the show including move-in and move-out days, in commercially reasonable amounts and with commercially reasonable deductibles, and to furnish certificates of insurance to Show Management if requested. Evidence of the following coverage must be produced: (1) Commercial general liability insurance coverage, including protective and contractual liability coverage for bodily injury and property damage with limits of \$500,000 each occurrence and \$1,000,000 aggregate, (2) employers liability insurance with limits of \$1,000,000, (3) Workers compensation/occupational disease coverage and full compliance with federal and state laws, and (4) Comprehensive general liability automobile insurance covering owned, non-owned, and hired vehicles, including loading and unloading hazards. (c) Show Management and Exhibitor agree to waive the right of subrogation by their insurance carriers to recover lost sustained under their respective insurance contracts for real and personal property.

- 23) **ASSUMPTION OF RISKS; RELEASES; LIMIT OF LIABILITY:** Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with its participation at the Show including, without limitation, all risks of theft, loss, harm, damage, or injury to the person (including death), property, business, or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area). Neither Show Management nor the Venue, or its agents or representatives, shall be liable for, and Exhibitor hereby releases and will otherwise defend all of Show Management and Venue from and covenants not to sue any of them with respect to any and all risks, losses, damages and liabilities described in this paragraph or Contract. The Exhibitor upon signing this Contract expressly releases Show Management, Venue and individuals from any and all claims for any and all loss, damage or injury whatsoever. The Exhibitor shall indemnify, defend and hold harmless Show Management, its subsidiaries, affiliated companies and their officers, directors, agents and employees, the Owner of the Venue, and their representatives or employees from any and all claims, actions, causes of actions, liabilities, damages, costs, losses and expenses (including attorney's fees) as maybe asserted against them or incurred by them for any and all accidents, occurrences or events resulting from the Exhibitor's acts or omissions. In no event shall Show Management be liable thereunder for an amount in excess of fees paid by Exhibitor thereunder.
- 24) **ENFORCEMENT OF REGULATIONS:** Show Management has sole control over all admission policies. Show Management has full power to interpret and enforce all of these Rules and reserves the power to make amendments and/or further Rules, orally or in writing, that are considered necessary for the proper conduct of the Show. Such decisions shall be binding on Exhibitor. Failure to comply with these policies, amendments, or any other Rules may be sufficient cause for Show Management to require the immediate removal of the entire exhibit and Exhibitor(s) at the expense of Exhibitor. In addition, Exhibitor agrees to be bound by the terms of Show Management's agreement with the Exhibit Hall in which the Show is held. Failure to comply with all applicable Rules may also result in the forfeiture of all fees paid and Show Management may lease any space to another Exhibitor and retain all revenues collected without any liability to Exhibitor.
- 25) **FILMING/VIDEO RECORDING RIGHTS/ELECTRONIC MESSAGES:** Photographs, film or video recordings may be made in the Exhibit Hall and may include images of Exhibitor, its employees, agents, and related merchandise and displays. Exhibitor may not hinder obstruct or interfere in any way with such Photography or recordings and hereby consent to Show Management's use of recordings for commercial purposes. Exhibitor grants Show Management a non-exclusive, royalty free, revokable, non-transferable worldwide license

to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files, and images.

- 26) **ADA COMPLIANCE:** Exhibitor represents and warrants that: (a) It's exhibit will be accessible to the full extent required by law, (b) It's exhibit will comply with the American Disabilities Act (ADA) and with any regulations implemented under the ADA, and (c) it shall indemnify, hold harmless and defend Show Management and its agents, from and against any and all claims and expenses, including reasonable attorney fees and litigation expenses that may be incurred or assessed against Show Management because of Exhibitors breach of this paragraph or noncompliance with any of the provisions of the ADA.
- 27) **COPYRIGHTED MATERIALS:** Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Show, unless Exhibitor has obtained all necessary rights and paid all required royalties, fees or other payments. Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, Rules, and all rules and regulations of the Venue.
- 28) **DISCLAIMER OF LIABILITY:** Show Management disclaims any and all warranties whether express or implied, including, but not limited to any implied warranties of merchantability or fitness for a particular purpose or non-infringement. Show Management makes no representation or warranties, express or implied, concerning the number of people or Exhibitors who will attend to the show or any other activities or functions or any other matters, in no event shall Show Management be liable for any incidental, indirect, special, punitive or consequential damages of any kind, including, but not limited to, lost revenue or profits regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if Show Management has been advised of the possibility of such damages. In no event shall the maximum liability of Show Management exceed the fees paid by Exhibitor.
- 29) **WAIVER:** Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this contract. The right of Show Management shall not be deemed waived except specifically stated in writing and signed by an authorized representative of Show Management.
- 30) **SEVERABILITY:** If any provisions of this Contract is held invalid or unenforceable, neither the remaining provisions of this Contract nor other applications of the provisions involved shall be affected thereby.
- 31) **GOVERNING LAW AND DISPUTE RESOLUTION:** This Contract shall be interpreted under the laws of the State of Michigan. If any claim, dispute or controversy arises between the parties regarding this Contract, the parties agree to make reasonable efforts to first settle the dispute by mediation through the Center for Construction Disputes. The parties are entitled to legal representation and the mediation process is intended to be a convenient, efficient, and cost-effective opportunity to settle their difference prior to resorting to arbitration or litigation. The parties agree to equally share the expense of the fees charged by the mediator. Should mediation prove unsuccessful, the sole venue for litigating any claims will be arbitration through the Center for Construction Disputes, whereby the appointed mediator will then schedule an arbitration as the arbitrator and be the sole finder of fact and decision maker on any claims. The arbitrators award will be binding on all parties and enforceable in any court with jurisdiction.
- 32) **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Contract shall be valid and binding on the parties and less set forth in writing and signed by both parties. Exhibitor understands this Contract is a limited license to occupy space and not a lease.



This event is proudly produced by the Home Builders Association of Western Michigan

PLEASE RETURN SIGNED CONTRACT WITH PAYMENT TO HBAWMI:

MAIL TO: HBA of Western Michigan • 5700 W. Michigan Ave • Kalamazoo, MI 49009

OR EMAIL TO: expo@hbawmi.com

FLOOR PLAN / BOOTH LAYOUT

