



Exhibitor Contract

SAVE THE DATE
MAY 1 AND 2, 2021
STAN HYWET HALL
AND GARDENS

1 COMPANY NAME: _____
 Please print clearly.
BILLING CONTACT: _____ **BILLING EMAIL:** _____
BILLING ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____ **BILLING PHONE:** _____

2 MARKETING CONTACT: _____ **MARKETING PHONE:** _____
MARKETING EMAIL: _____
INFORMATION FOR AHGS WEBSITE LISTING (COMPANY NAME, PHONE, WEBSITE): _____

PRODUCTS & BRANDS TO BE EXHIBITED: Please list products and services to be exhibited. **Subject to show management approval.**

NOTE: All exhibitor communications will be sent to the **marketing email address provided above**—unless it relates to billing.
 By signing exhibitor accepts all the **TERMS AND CONDITIONS** of this contract & application.

SIGNATURE: _____ **DATE:** _____
 Authorized signature required. By signing this contract confirms that the exhibitor carries **LIABILITY INSURANCE**.

3 SPECIAL REQUESTS

4 PRICING:

10' X 10' Exhibit Space (\$675) \$ _____

10' x 20' Exhibit Space (\$1,280) \$ _____

Own 10' x 10' Pop Up Tent (\$475) \$ _____

Upgraded listing in consumer guide (\$25) \$ _____

Additional category in consumer guide (\$25) \$ _____

Larger spaces available upon request

10% off for current HBA Members* \$ _____

TOTAL FEE \$ _____

5 PAYMENT TERMS/SCHEDULE:

50% Due Upon Signing \$ _____

50% Due April 23, 2021 \$ _____

A \$50 late fee will be assessed for late payments.

6 PAYMENT METHOD: Check (Payable to HBA of Portage & Summit Counties) Credit Card Invoice

CARD NUMBER: _____ **EXPIRATION DATE:** _____ **SECURITY CODE:** _____

NAME (PRINT): _____ **SIGNATURE:** _____

EMAIL FOR RECEIPT: _____ **ZIP CODE:** _____

7 MAIL OR EMAIL CONTRACT & PAYMENT TO:

MAIL: Akron Home & Garden Show
 799 White Pond Drive, Suite C
 Akron, Ohio 44320

EMAIL:
 sales@akronhomeandgardenshow.com

8 POINT OF CONTACT TO BE USED DURING SET-UP, TEAR-DOWN, AND SHOW HOURS:

NAME: _____

EMAIL: _____

PHONE: _____



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EXHIBITOR APPLICATION : TERMS & CONDITIONS

Company Name

Vendor Initials

- PAYMENTS/TERMINATION.** Exhibitor shall have the right to cancel this Agreement by delivering notice in writing to Home Builders Association of Portage & Summit Counties ("HBA"), however, upon any such cancellation, the full balance of the reservation fee shall be immediately due and payable. All payments received by HBA up to the date of such notice of cancellation are **NON-REFUNDABLE** and **NON-TRANSFERABLE**. In the event Exhibitor: (1) fails to make payments in accordance with the payment schedule set forth in this Agreement; or (2) fails to appear at the show, HBA reserves the right to cancel this Agreement without notice and retain any payment(s) made by Exhibitor, and all rights of Exhibitor hereunder shall cease and terminate. In the event either of the forgoing circumstances occurs, HBA has the right to: (1) re-sell Exhibitor's reserved space; and/or (2) bring action against Exhibitor for payment of any remaining fee owed by Exhibitor to HBA under this Agreement.
- COMPLIANCE WITH LAWS.** Exhibitor agrees to obey all federal, state and local laws, ordinances and regulations governing the use of the exhibit facility and to abide by the rules and regulations of local police/fire departments, and such other public officials who may regulate such exhibits. Exhibitor agrees to obtain at its own expense any licenses or permits required for the operation of business during the show, and to pay all taxes assessed result of the operation of its business during the show.
- PROHIBITED/PERMITTED CONDUCT.** All decorative materials used in displays must meet fire regulations. No tacks, nails, or screws may be driven into the walls or floors of the exhibit facility. No tape, adhesives or pressure-sensitive stickers may be placed on facility walls or pillars. No stickers or helium balloons may be distributed. No signs shall be displayed in the booth space that state a definite product price. Prices may be promoted through booth literature. The playing, performing or other use of any copyrighted music in television or radio transmission, videotape, audiovisual material, or any other work, whether live or recorded, by exhibitor or agents, representatives or employees is expressly prohibited. Exhibitor is prohibited from distributing food and beverages in the facility. Failure to comply with, or blatant disregard for, any of these rules may result in Exhibitor not being invited to participate in future shows and may constitute a material breach of this Agreement, thereby entitling HBA to exercise its rights of cancellation. Nothing may be stored behind back wall drapes and all aisles must be kept clear. Interviews, demonstrations and distribution of literature must be done inside Exhibitor's booth space. Exhibitors must keep booth space clean. Exhibits must be attended-to during all show hours. No loudspeakers will be allowed on the exhibit floor. Small sound amplification systems may be used only with written permission of HBA, and any sound must not interfere with neighboring exhibitors. No exhibitor may assign this Agreement or permit any other company to share exhibit space.
- EXHIBITOR BOOTHS.** Each exhibit shall be arranged so as not to obstruct the general view (sight lines) nor hide the exhibits of others. No signs, apparatus, construction, etc. may extend more than 8' above the floor in Exhibitor's booth space. Each exhibit may extend forward 4' feet from the rear wall at the 8' height, but further extension must be limited to a 3' height. Deviations from these regulations may be permitted only with written HBA approval. Booth tents can only be used along permanent walls of the facility and cannot exceed booth parameters. Tables, electric, parking passes, admission tickets are not included in the cost of a booth. Order forms for these and other items and services will be made available for Exhibitor to obtain at Exhibitor's sole expense. HBA reserves the right to reassign booth locations as it deems necessary and in its sole discretion.
- INSURANCE.** Exhibitor is responsible for insuring all exhibits, personnel, displays and materials from any damage or loss through theft, fire, accident, or other causes. Exhibitor agrees to maintain Commercial General Liability Insurance, at its own expense and for entire the period of the show, which names HBA as additional insured and covers Exhibitor against any and all claims arising from or related to Exhibitor's presence or conduct at the show. Said policy shall provide coverage of at least \$250,000.00 per occurrence. **Exhibitor must provide HBA with a certificate of insurance for said policy.**
- INSTALLATION/REMOVAL OF EXHIBITS.** All exhibits shall remain in place and shall NOT be dismantled until the official closing of the show. There will be a \$250 penalty fee for tear-down prior to the end of the show. Violators will be notified by letter, billed \$250 within 10 days of the show and forfeit the opportunity to participate in future shows. Exhibitors may begin move in NO EARLIER than the time and day designated by the move-in schedule. All booths and contents must be in place one hour prior to the start of the show. All exhibits must remain up throughout the show and must be removed during designated move-out hours as specified by HBA.
- REJECTION OF APPLICATION/CANCELLATION OF AGREEMENT.** HBA reserves the right, in its sole discretion, to reject any applicant and reserves the right to cancel this Agreement and regain possession of any space at any time by refunding any payments made under this Agreement to Exhibitor. HBA reserves the right to limit products/services to maintain a healthy balance of show exhibits.
- LIABILITY FOR LOSS.** Neither HBA nor the facility will assume liability for loss or damage, through any cause, of equipment, products, goods, exhibits, or other material owned, rented or leased by Exhibitor. Exhibitor shall be responsible for any damage caused to the facility, including labor charges to remove stains or adhesives from wall or floors. Exhibitors will be billed for such damage in an amount determined by the facility. If a show guide/program is produced for the show, HBA is not responsible for any errors or omissions in the said program. Exhibitor expressly waives and releases any and all claims against HBA for loss of business, loss of profits, consequential or special damages.
- CANCELLATION OF SHOW.** Should the show be totally or partially cancelled as a result of flood, communications failure, extreme weather, fire, earthquake or other natural calamity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, labor disputes affecting vendors, acts of god, or any other circumstances outside the control of HBA, the contractual responsibility between Exhibitor and HBA shall be considered to be satisfied and Exhibitor will not be entitled to a refund of any payments made under this Agreement.
- INDEMNITY.** Exhibitor agrees to indemnify the facility and HBA, including their respective officers, directors, owners, employees, insurers, agents, representatives and assigns, against and from all claims for bodily injury, property damage or any other claims, including reasonable attorneys' fees, costs and expenses, resulting from: (i) any breach of any representation or other obligation of Exhibitor under this Agreement; (ii) any act or omission of Exhibitor; and/or (iii) any negligent or willful misconduct by Exhibitor or its employees.
- VENUE AND DISPUTE RESOLUTION.** All claims, disputes and other matters in question arising out of, or relating to, this Agreement, or the breach thereof, shall be decided by litigation and the parties agree that the proper jurisdiction and venue for any such action shall be in the courts of Summit County, Ohio, and the Parties waive their right to a jury trial. In the event HBA is required to bring legal action to enforce its rights under this Agreement, it shall be entitled to recover from Exhibitor reasonable attorney's fees, costs and expenses incurred by in connection with such action.
- MEDIA RELEASE.** Exhibitor consents to be photographed, filmed and otherwise recorded during the show. Photographs, recordings, other depictions, references or descriptions of the event may be used by HBA for promotional, advertising or other purposes without consent of Exhibitor. Exhibitor hereby waives any claim for payment or other consideration from HBA for the use of such materials.
- MISCELLANEOUS.** Exhibitor may not assign this Agreement without prior written consent of HBA. HBA may assign this Agreement without consent of Exhibitor. This Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.