



RULES AND REGULATIONS – Informative!

The following Rules and Regulations will govern the Home Builders Expo and are made a part of the 2018 Home Expo Exhibitor Contract (the “Contract”) between the Home Builders Association of Grand Traverse Area (“HBAGTA”) and the person, partnership or corporation (“Exhibitor”) engaging space.

GENERAL INFORMATION

1. Exhibitor agrees to install an attractive and educational display of their products and services. The Exhibitor agrees to display only products and services sold in the regular course of business and as described in this Contract. Each exhibit must comply with all applicable laws, codes and ordinances. Exhibits shall be dignified in character and, in the judgment of HBAGTA, not offensive to the general public. The HBAGTA reserves the right in its sole discretion to reject and/or remove, at any time, any exhibit, exhibitor staff, or portion of exhibit not keeping with this rule or purpose of the show.
2. Exhibitors may not use their booth for petition, lobbying or political purposes unless endorsed by HBAGTA and/or its affiliates.
3. Exhibitor agrees to not sublet or assign any portion of their Exhibit Space. Only one business may be promoted in each Exhibit Space. Multiple exhibitors wishing to share multiple spaces may do so only with prior written approval from HBAGTA.
4. **Exhibitor must supply a Certificate of Insurance for bodily harm, death and property damage with contract. (Minimum coverage of \$1,000,000, HBAGTA named as coinsured or additionally insured)**
5. No open flames are permitted within the Venue. No highly flammable materials (such as paper, crepe paper, etc.) are to be used in the construction or decoration of Exhibitor's Exhibit Space. Vehicle exhibits are required to purge gas to ¼ tank before being displayed in the Venue.
6. No gambling or alcoholic beverages are permitted in the Venue at any time during the Home Expo. There is **NO SMOKING** in the Venue as well as within Fifty (50) feet of any doorway to the Venue.
7. HBAGTA reserves the right to re-assign an Exhibitor to a roughly equivalent Exhibit Space if Exhibitor's current space interferes with HBAGTA's ability to sell multiple spaces. HBAGTA attempts to evenly space competitive products from each other, but does not guarantee this. HBAGTA does not guarantee aisle widths.
8. Neither HBAGTA, its subsidiaries, affiliated companies and their officers, directors, agents and employees, nor the Owner of the facility, and their representatives will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever, prior, during, or subsequent to the period covered by this Contract, and the Exhibitor upon signing this Contract expressly releases the above-named entities and individuals from any and all claims for any and all loss, damage or injury whatsoever. The Exhibitor shall indemnify and defend and hold harmless HBAGTA, its subsidiaries, affiliated companies and their officers, directors, agents and employees, the Owner of the facility, 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.
9. If exhibit space payment is not made on a timely basis, HBAGTA shall have the right to collect the contracted amount or reassign the booth.
10. The Exhibitor authorizes HBAGTA, its agents, and employees, to use the Exhibitor's name to promote the Home Builders Expo and to solicit other exhibitors for this and future shows.
11. **Cancellation** – In the event the Home EXPO is cancelled, delayed, or relocated, irrespective of the reason, as the result of an act of God, or any other cause whatsoever which is beyond the control of the HBAGTA, Exhibitor shall still be responsible for full payment of all rental fees to the HBAGTA. In the event Exhibitor wishes to cancel any or all booth space they must contact HBAGTA and notify them before December 1st, 2017 to receive a refund, less a \$100 processing fee. If Exhibitor contacts HBAGTA after December 1st, 2017 to request cancellation of booth space, full payment is forfeited.

SET-UP INFORMATION

1. The driving of nails, tacks, screws, tape or use of any method of attaching material to walls, floors or railings 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 defacement of the building, draperies, carpeting or flooring caused by its exhibit or its representatives.
2. Heavy materials and equipment may not be dragged or skidded over floors. They must be carried or moved on wheels of such a type and size as will not cause scratches or marks not removable by ordinary routine methods of cleaning. Materials and equipment that may cause stains, marks, mars 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.
3. All Exhibit Spaces are carpeted. If furniture is provided by another HBAGTA member, a sign (no larger than 8.5" x11") acknowledging the member may be displayed. No non-member acknowledgement signs are permitted.
4. No vehicles are allowed inside the Venue. Vehicles can drive up to the building's loading docks, but are not allowed inside the building. Vehicles are allowed for display in the show, but must meet the requirements of the fire marshal.
5. Exhibitors with sensitive electrical/electronic equipment are strongly encouraged to provide surge protection or uninterruptible power supply devices.
6. All tables in Exhibit Spaces must be covered and skirted.

DURING HOME EXPO HOURS

1. Home EXPO Lanyards must be worn by exhibitors at all times during show hours and presented upon check-in both days.
2. Exhibitor agrees to have display ready to open and to **staff the booth during all Home Expo hours as printed on the contract**. Failure to comply will be cause to close exhibit and forfeit all fees. Single proprietor Exhibitors are able to request, in advance, relief times for breaks. No Exhibitor shall be allowed into the Venue more than one hour prior to Home Expo opening.
3. The HBAGTA shall not be responsible for any loss or damage to any property of exhibitor's while booth is unattended.
4. **Exhibitor and Exhibitor personnel agree to utilize the Exhibitor parking during show hours. Exhibitor parking will be marked. Violators will be towed without notice at the Exhibitor's expense.**
5. Exhibitor agrees to confine all activity concerning display within the limits of their Exhibit Space, including personnel. Tables, display items, and signs may not be placed in the aisles. Voices or any device producing sound must be kept to a volume that does not disturb neighboring exhibits or Home Expo attendees.
6. Exhibitors may not distribute noise makers. Helium-filled (lighter than air) balloons are not allowed. No flashing or moving lights of any kind are permitted. Failure to comply may be cause to close exhibit and forfeit all fees.
7. No Exhibitor may **sell** food or beverage without prior written approval of HBAGTA and the Grand Traverse Resort. Popcorn is not allowed on the premises.
8. Exhibitor agrees to not play any copyrighted music and/or videos in any manner for the duration of the Home Expo because of the potential liability to the HBAGTA due to the violation of copyright laws. This includes radios, tapes, compact discs, digital media, videos, as well as live performances. Exhibitors violating this provision agree to indemnify HBAGTA to the full extent of any liability. Should Exhibitor possess a license granting the right to play or use a specific song(s), or should Exhibitor have a license with the American Society of Composers and Producers (ASCAP) or the Broadcast Music International (BMI) granting the right to play or use a specific song(s), Exhibitor may, at HBAGTA's sole discretion, be allowed to use said song or songs upon furnishing a copy of the license to HBAGTA.
9. Exhibitors are to refrain from entering booth votes on raffle cards.

TEAR-DOWN INFORMATION

Exhibits must remain completely intact until 3:00 p.m. on Sunday, January 21st, 2018 when the show is announced as closed. No items may be removed from exhibits, or put away within exhibits until the closing announcement is made at 3:00 p.m. **After the closing announcement the Exhibitor must immediately close and remove the exhibit, return all equipment provided by the HBA and vacate no later than 10:00 p.m. Sunday, January 21st, 2018.** Upon prior approval by HBAGTA some large exhibitors may have until 10:00 a.m. on Monday, January 22nd, to remove exhibit materials. If prior approval is not granted by HBAGTA and exhibit is not completely removed, HBAGTA will remove it at Exhibitor's expense. If additional clean-up is required for Exhibit Space, Exhibitor agrees to reimburse HBAGTA for any charges for cleaning service. Failure to abide by tear-down instruction will result in a minimum of **\$100 fine**.

Upon signing of this Contract, Exhibitor agrees to abide by the Rules and Regulations governing the Home Expo contained herein. Violation of same insufficient cause for the HBAGTA to:

1. CLOSE DISPLAY IN THE 2018 HOME EXPO
2. FINE EXHIBITOR NO MORE THAN \$500; AND/OR
3. DENY PARTICIPATION IN FUTURE HOME EXPOS.

DISPUTE RESOLUTION

If any claim, dispute or controversy arises between the parties regarding this contract, the parties agree to try to first settle the dispute by mediation. 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

FIRE SAFETY INFORMATION & REQUIREMENTS

1. HBAGTA shall provide an approved site and/or floor plan (accurate measurements shall be included identifying booth and/or table locations, aisles, displays, and exits) to the Fire Marshall.
2. No display or exhibit shall be installed or operated to interfere in any way with access to any required exit or firefighting equipment.
3. Travel distance within an exhibit booth or exhibited enclosure shall not be greater than fifty feet (50') to any exit access aisle.
4. 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. A shall be flame-retardant. Materials that cannot be treated shall not be used.

Including, but not limited to cotton, hay, paper, straws, moss, split bamboo, and wood chips
5. Aisles shall be provided as follows:
 - a. Vendor aisles shall not be less than three feet (3') wide.

- b. Patron aisles shall not be less than six feet (6') wide. Aisle widths may need to be increased based upon the expected occupant load.
- c. Aisles shall be maintained clear and unobstructed at all times. No displays shall protrude into the walkways from above or below the tables or be placed in front of display tables or established table lines
6. Inside use of liquid propane gas cylinders is prohibited.
7. Electrical connections need to be commercial grade. **No lamp cords.**
8. The use of open flame(s) or cooking equipment shall comply with the Uniform Fire Code and receive prior written approval of HBAGTA.
9. Combustible materials within an exhibit booth shall be limited to a one-day supply.
10. 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/Exhibits shall not be moved during the show.
 - e. The fueling or defueling of vehicle or equipment inside shall be prohibited.
11. Compressed flammable gasses; flammable or combustible liquids; hazardous chemicals or materials; and class II or greater lasers, blasting agents, and explosives shall be prohibited within the Venue.
12. Elevated displays shall be constructed and maintained in such a manner as not to fall or cause danger to occupants.

PARKING

Exhibitor vehicles and vehicles driven by people working exhibitor booths must park in the designated exhibitor parking area. Limited to no parking in the main parking area is the number one complaint received by the public. Exhibitor vehicles parked in the non-designated area will be ticketed by the Grand Traverse Resort Security and subject to being towed without notice at the Exhibitors expense.

Initials: