



GRAND TRAVERSE AREA, INC.

2012 Home Builders EXPO Exhibitor Contract

THIS IS AN EXHIBITOR CONTRACT, made and entered into by and between the HOME BUILDERS ASSOCIATION OF THE GRAND TRAVERSE AREA, INC., 3040 Sunset Lane, Traverse City, Michigan, 49684 (the "HBA"), and the undersigned individual or business entity ("Exhibitor").

RECITALS:

1. The HBA is sponsoring a trade show (the "Home Builders EXPO") at Governor's Hall, Grand Traverse Resort & Spa (the "Convention Center") to be held on Saturday, February 4, 2012 and Sunday, February 5, 2012.
2. Exhibitor desires to have an exhibit on display at the Home Builders EXPO.
3. The HBA and Exhibitor wish to set forth the terms and conditions under which Exhibitor may participate in the Home Builders EXPO.

TERMS:

In consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the HBA and Exhibitor hereby agree as follows.

1. **Terms and Conditions of Agreement.** The terms and conditions of this Exhibitor Contract shall include the provisions set forth in the following Appendices which are incorporated by reference in and made a part hereof and are hereinafter collectively referred to as the "Agreement."
 - (a) Appendix I – Application & Booth Rental Agreement
 - (b) Appendix II – General Terms and Conditions
2. **Acceptance.** Exhibitor acknowledges that by signing and submitting the Exhibitor Contract and the Application & Booth Rental Agreement (Appendix I) to the HBA, Exhibitor is merely submitting a request for exhibit booth space

that is subject to the approval of and acceptance by the HBA, and that this Agreement shall not bind the HBA unless and until it is signed by a duly authorized employee or officer of the HBA. The HBA shall indicate such approval and acceptance hereof by returning to Exhibitor a copy of the Exhibitor Contract signed by a duly authorized HBA representative. Exhibitor further agrees and acknowledges that it will accept whatever exhibit booth space which may be assigned to it by the HBA in accordance with and governed by the terms and conditions of the Agreement, regardless of whether or not such exhibit booth space is among Exhibitor's choices indicated in the Application & Booth Rental Agreement (Appendix I).

3. **Amendments.** This Exhibitor Contract, together with the Appendices listed in Paragraph 1 above, constitute the entire Agreement between the parties hereto with respect to the subject matter thereof, and no amendment, modification, or revision of the Agreement shall have any force or effect unless it is executed in writing, expressed to be an amendment hereof, and accepted and executed by duly authorized representatives of both parties hereto. Any such amendment shall take precedence over the provisions of the Agreement so amended and any inconsistent earlier amendments hereof.

IN WITNESS WHEREOF, the parties hereto have read and executed this Agreement by their duly authorized officers, and this Agreement shall take effect.

Signature of Exhibitor/Exhibitor's Representative Date

Company Name City, State and Zip

Contact phone (office) Contact phone (cell) Alternate Contact phone

Accepted by: _____
HBA Representative Title

Booth Number(s) Assigned: _____ Date: _____

Approval Sent to Vendor by: Fax US Mail Email _____
Initials/Date