

# 2012 Home Builders EXPO General Terms and Conditions

## Appendix II

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These **General Terms and Conditions** are Appendix II to the Exhibitor Contract between the HBA and Exhibitor, together with all of the Appendices thereto, and are incorporated into the Exhibitor Contract.

### 1. **EXPO Exhibit Booth Space**

- (a) *Character of Exhibits.* The HBA may rent Home Builders EXPO exhibit booth space to Exhibitor and/or to any other exhibitors for the display of any exhibit which the HBA, in its sole and absolute discretion, determines is of interest to business and industry, or of educational value.
- (b) *Request for Exhibit Booth Space.* Exhibitor hereby agrees and acknowledges that the HBA will assign Home Builders EXPO exhibit booth space to Exhibitor only if the HBA approves the Exhibitor Contract, which, when submitted by Exhibitor to the HBA, constitutes merely a request for exhibit booth space subject to HBA approval. Exhibitor shall indicate in the spaces provided in the Application & Booth Rental Agreement three (3) choices, in order of preference, for exhibit booth space at the Home Builders EXPO. Said choices shall be indicated according to the number assigned to each booth in the Home Builders EXPO Floor Plan. Any and all requests for exhibit booth space are subject to the approval of the HBA in its sole and absolute discretion.
- (c) *Assignment of Exhibit Booth Space.* The assignment of exhibit booth space will be made in the order in which the HBA receives and approves completed Exhibitor Contracts. Provided the Exhibitor Contract is approved by the HBA, the HBA will use its best efforts to accommodate Exhibitor's choices for exhibit booth space, in order of preference as indicated in the Application & Booth Rental Agreement and in accordance with the foregoing rules of assignment; provided, however, the HBA shall have and retain the power, in its sole discretion, to assign and, if necessary, reassign exhibit booth space to Exhibitor and all other EXPO exhibitors at any time.

### 2. **Rental Fees and Payment for Home Builders EXPO Exhibit Booth Space**

#### (a) *Rental Fees*

- (i) *Members.* The exhibit booth rate for HBA Members and NAHB Members is \$600 per 8 x 10' booth and \$375 per 5 x 10' booth until 4:30 p.m. Wednesday, November 30, 2011. From December 1, 2011

through January 25, 2012 at 4:30 p.m., the rates are \$700 per 8 x 10' booth and \$450 for 5 x 10' booth. A premium rental fee of \$100 will be charged for specific booths marked as "premium spaces" on the Home EXPO Floor Plan.

- (ii) Non-Members. If Exhibitor is not a member of either the HBA or NAHB, the rental fee for exhibit booth space is \$800 per 8 x 10' booth and \$500 for a 5 x 10' until 4:30 p.m. Wednesday, November 30, 2011. From December 1, 2011 through January 25, 2012 at 4:30 p.m., the rates are \$900 per 8 x 10' booth and \$575 for 5 x 10' booth. A premium rental fee of \$100 will be charged for specific booths marked as "premium spaces" on the Home Builders EXPO Floor Plan.
- (iii) Equipment. The rental fees include the exhibit booth space, as well as wireless internet connection up to 100 KB, and "pipe and drape" with 8' high back drapes, and 3' high side drapes. In addition, a Standard Package of furnishings is provided. This includes: one (1) 6 foot draped table with skirting, 2 chairs and one (1) wastebasket. Exhibitors may request this Standard Package of furnishings by checking the "Yes" box on the Application & Booth Rental Agreement (Appendix I). If the Exhibitor checks "No", none of the furnishings will be provided, except the "pipe and drape". The Standard Package may not be split. Exhibitors who prefer different furnishings must contract with Art Craft Display, Inc. directly [www.artcraftdisplay.com](http://www.artcraftdisplay.com). Once on the Art Craft website, click on: "**Get Exhibitor Kit**" and enter **Event Code: 191732**. Those without internet access may call (616) 791-8024 to have an Exhibitor Kit faxed or mailed. Payment for optional/extra furnishings must be made directly to Art Craft Display, Inc. The HBA is not responsible for any additional furnishings other than those noted above as a package.
- (iv) Internet. The Grand Traverse Resort & Spa will provide a high speed internet connection for vendors desiring more than 100KB. Contracts for such service must be made directly with the Grand Traverse Resort.
- (v) AudioVisual Equipment. Additional specialized equipment such as monitors, speakers, and cables is also available through the Grand Traverse Resort & Spa. The HBA does not provide audiovisual equipment to vendors.
- (vi) Electricity. In order to obtain electrical power to an exhibit booth, exhibitors may rent a quad (four plug outlet) for \$40 per day from the Grand Traverse Resort & Spa. The HBA will not provide electrical cords or power to booths.

(b) Payment

- (i) Due Date. Exhibitors shall pay to the HBA, at the time Exhibitor submits the Exhibitor Contract for HBA approval, the total rental fee in full. A payment plan is available. Vendors should refer to the Instructions for the 2012 Home Builders EXPO Application & Booth

Rental Agreement (Appendix I) for specifics. Half the total plus a \$25 processing fee is required to secure the contract. Final payment is due within 30 days from initial deposit. A credit card must be provided at the time to secure the 2<sup>nd</sup> payment.

- (ii) Checks. Exhibitor shall make all checks payable to the Home Builders Association of the Grand Traverse Area, Inc.
- (iii) Refunds. In the event the HBA does not approve the Exhibitor Contract or there is not exhibit booth space remaining to assign to the Exhibitor, the HBA shall refund to Exhibitor any and all deposits and payments submitted by Exhibitor to the HBA for such space.

3. **Cancellation**

(a) Exhibitor's Cancellation and Refund. In the event Exhibitor wishes to cancel any or all of the exhibit booth space Exhibitor has requested, Exhibitor shall contact the HBA immediately to express its desire for such cancellation. In the event Exhibitor notifies the HBA of such desire for cancellation and such notice is received by the HBA on or before December 22, 2011, the HBA shall credit or refund to exhibitor the full amount received by the HBA from Exhibitor, less a \$25 processing fee. If Exhibitor notifies the HBA of such desire for cancellation and such notice is received by the HBA after December 22, 2011, Exhibitor shall still be obligated to make full payment to the HBA for the exhibitor booth space approved and assigned to Exhibitor by the HBA pursuant to the Exhibitor Contract.

(b) Cancellation by HBA and Forfeiture. In the event of any of the following:

- (i) Exhibitor's failure to make payment in full for requested exhibit booth space by the dates set forth in paragraph 2(b) above; or
- (ii) Exhibitor's failure to comply with any of its obligations set forth below in Paragraph 4; or
- (iii) Exhibitor's failure to occupy its exhibit booth space by 9 a.m. on Saturday, February 4, 2012,

the HBA shall automatically cancel all of the Exhibitor's reserved exhibit booth space; Exhibitor shall forfeit to HBA any and all deposits and payments made to the HBA for said space and equipment; and the exhibit booth space reserved for Exhibitor shall be deemed returned to the HBA for use as it sees fit.

(c) Generally. In the event the Home EXPO is cancelled, delayed, or relocated, irrespective of the reason for any such cancellation, delay or relocation, in whole or in part, as the result of a riot, strike, civil disorder, act of God, or any other cause whatsoever which is beyond the control of the HBA, Exhibitor shall still be responsible for full payment of all rental fees owing to the HBA by virtue of the HBA's approval and assignment of exhibit booth space and equipment to Exhibitor under the Exhibitor Contract.

4. **Obligations of Exhibitor.** By submitting a signed copy of the Exhibitor Contract to the HBA, Exhibitor hereby agrees to comply with and/or perform all of the following obligations in the event Exhibitor Contract is approved by the HBA:
- (a) Exhibitor shall design, construct, and operate its exhibit in good taste and in such a manner as to not obstruct the viewing by Expo spectators of other exhibitor's exhibits. The HBA shall have the sole and absolute discretion to determine whether Exhibitor's exhibit is in good taste.
  - (b) In constructing and operating its exhibit, Exhibitor shall not post, tack, nail, screw, or otherwise attach an item to any columns, walls, floors, or any other part of the building or furniture which are rented or leased from the HBA or the Convention Center.
  - (c) Exhibitor shall set up its exhibit on Friday, February 3, 2012 between the hours of 12:00 p.m. and 11:30 p.m. The Exhibitor shall operate its exhibit at all times during the hours the Home EXPO is open, which is between 9:00 a.m. and 6:00 p.m. on Saturday, February 4 and between 11:00 a.m. and 4:00 p.m. on Sunday, February 5, 2012. Exhibitor shall not remove its exhibit, or any part thereof, prior to the closing of the Home Builders EXPO without receiving the prior express written consent of the HBA; provided, however, Exhibitor shall immediately close and remove its exhibit, or any portion thereof, upon receipt of a request from the HBA to do so.
  - (d) Exhibitor shall continue all of its publicity, sales, and promotional activities to its assigned exhibit booth space, including distribution of souvenirs, printed matter, and any other articles.
  - (e) Exhibitor shall not use any "carnival tactics" in operating its exhibit, and shall not use amplifying equipment of any type whatsoever without receiving prior express written consent from the HBA its use. If such consent is obtained, Exhibitor's use of amplifying equipment shall be in a manner which shall not interfere with the exhibits of neighboring exhibitors.
  - (f) Any use of Exhibitor of costumed entertainers and/or mannequins as part of its exhibit shall not be offensive, or objectionable as determined by the HBA in its sole and absolute discretion.
  - (g) Exhibitor shall fireproof all decorations used in constructing and operating its exhibit by treatment with fireproofing liquid. Exhibitor shall not use any combustible decorations, including, without limitation, crepe paper, cardboard, or corrugated paper. Exhibitor shall not store under tables or behind exhibits or displays any packing containers, excelsior, wrapping paper, or similar materials.
  - (h) Exhibitor shall not use any open flame, butane gas, oxygen tanks or similar items without receiving the prior express written consent of the HBA and the

Convention Center. Exhibitor shall not, under any circumstances, use propane or helium tanks.

- (i) Exhibitor's exhibit must be contained within the confines of the exhibit booth space rented by Exhibitor. Exhibitor must occupy the entire exhibit booth space rented by it, and **Exhibitor shall not assign such space, or any portion thereof, to any other firm or organization.**
  - (j) Exhibitor shall comply with all applicable Traverse City regulations and ordinances governing the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment, as applicable, as well as provisions of the applicable fire code. Exhibitor shall not obstruct the view of, or access to, fire hose cabinets.
  - (k) Exhibitor shall not throw trash or any other material in the aisle space or on the floor or otherwise take any action which detracts from the appearance of the exhibits or the Home Builders EXPO, or which will endanger or inconvenience Home Builders EXPO spectators or other exhibitors at any time.
  - (l) Exhibitor shall immediately close and remove its exhibit, return all exhibit equipment provided by the HBA and vacate the Convention Center no later than 11:30 p.m. Sunday, February 5, 2012.
5. **Indemnification and Release.** Exhibitor shall pay all costs and expenses arising from, and hereby expressly releases the HBA, its officers, Directors, employees, members and volunteers and the Convention Center from any and all liability for, any injury, damage, or loss to any person or property which may arise from Exhibitor's rental and occupation of exhibit booth space at the Home Builders EXPO, and Exhibitor further hereby agrees to hold and save the HBA and the Convention Center harmless from any loss or damage arising out of or in connection therewith, including, without limitation, if Exhibitor's exhibit booth space or the surrounding area or any other of the Home Builders EXPO premises or exhibit equipment provided by the HBA are defaced or damaged by an act or omission of Exhibitor, its employees, agents, or guests, Exhibitor shall pay to the HBA such sum as is required to repair, replace, or restore to original condition the damaged or defaced item or premises. Exhibitor shall, at its own cost and expense, obtain all necessary insurance coverage to enable it to meet its foregoing obligations. EXHIBITOR FURTHER RELEASES AND DISCHARGES THE HBA AND THE CONVENTION CENTER FROM ANY AND ALL LIABILITY FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY THAT EXHIBITOR MAY SUSTAIN WHILE PARTICIPATING IN THE HOME BUILDERS EXPO.
6. **Non-Waiver.** The failure of the HBA to enforce at any time any of the provisions of these General Terms and Conditions, the Exhibitor Contract or any Appendix thereto, or to exercise any of its rights in respect hereto, shall not be considered to be a waiver of any such provision or right or in any event affect the validity of the Agreement, and shall not preclude the HBA or prejudice it from enforcing or exercising the same or any other rights it may have under the

Agreement, irrespective of any previous action or proceeding take by it hereunder.

7. **Governing Law.** The HBA and Exhibitor hereby expressly agree that this Agreement shall be governed by, and the legal relations created herein shall be determined and the terms and provisions hereof interpreted and construed in accordance with the laws of the State of Michigan, notwithstanding any State's choice of law rules to the contrary.
8. **Notices.** All notices or any other communications which either party desires or is required under this Agreement to furnish to the other shall be in writing, and either (i) delivered personally; or (ii) sent by United States first-class mail, return receipt requested and postage prepaid; or (iii) sent by expedited (overnight) courier, shipping prepaid or billed to sender. Such notices shall be addressed as follows:
  - (a) if to the HBA, addressed to the Home Builders EXPO, Home Builders Association of the Grand Traverse Area, Inc., 3040 Sunset Lane, Traverse City, Michigan, 49684; and
  - (b) if to Exhibitor, addressed to the contact person indicated and at the address given for such person in Application & Booth Rental Agreement (Appendix I); or to such other address as either party may have last furnished to the other in writing in accordance herewith. Except as otherwise provided above in Paragraphs 1, 2, and 3 of this Agreement, all notices and communications shall be deemed to have been received on the date of delivery thereof if personally delivered, or on the third business day after the mailing thereof, or on the second day after deposit thereof with an expedited courier service.
9. **Headings.** Subject headings of the Paragraphs and Subparagraphs of this Agreement are included for purposes of convenience or reference only, and shall not affect the construction or interpretation of any of its provisions.
10. **Exhibitor Contract and Appendices.** The Exhibitor Contract, together with any and all Appendices referred to in the body of these General Terms and Conditions, are hereby incorporated by reference in and made a part hereof.
11. **Interpretation of Agreement.** The HBA shall have the sole and absolute discretion to make and implement any reasonable interpretations of the provisions of the Agreement as may appear necessary or in the best interests of the Home Builders EXPO and/or Home Builders EXPO spectators to ensure that Exhibitor and all other exhibitors meet their obligations as set forth in this Agreement, and Exhibitor hereby agrees to abide by any and all such reasonable interpretations made by the HBA immediately upon receiving notice thereof from the HBA.