



## HOME BUILDERS EXPO 2010

### *"Commitment to Excellence"*

Saturday, February 26, 2010: 9:00 a.m.- 6:00 p.m.

Sunday, February 27, 2010: 11:00 a.m.- 4:00 p.m.

### **Rules and Regulations**

The following Rules and Regulations are a part of the Contract between the Exhibitor and the Home Builders Association of the Grand Traverse Area, Inc. hereinafter referred to as HBAGTA, or Committee.

1. **NO SMOKING WILL BE PERMITTED ON SCHOOL GROUNDS. NO PETS or ANIMALS ARE ALLOWED ON SCHOOL GROUNDS with the exception of service animals.** These are the POLICIES of Traverse City Area Public Schools, and are a condition of the Use Agreement with the school system. Lack of compliance with this rule will result in a cancellation of the Use Agreement.
2. The Exhibitor agrees not to sublet or assign any portion of the rented booth space.
3. No material or equipment may be set up inside the Traverse City East Middle School prior to 4:30 p.m. on Friday, February 26, 2010. All set up must be completed by 8:30 p.m. Friday, February 26, 2010. Strict adherence to the pre-arranged posted times and entry locations are mandatory to insure a safe and orderly setup and teardown.
4. The HBAGTA, reserves the right to reject or prohibit any display or proposed exhibit, including persons, things, conduct, or printed matter, which in its opinion are not suitable to, and in keeping with, the proposed character of the Home Builders EXPO.
5. All goods, wares, and merchandise of any kind placed in the exhibit is understood to be at the owners risk, and by acceptance of this Contract, releases the HBAGTA, its Officers and Members, and the Traverse City Area Public Schools, of all liability for damage, injury, or loss to any person or goods, from any cause whatsoever and to indemnify the Home Builders Association of the Grand Traverse Area, Inc. in the event liability is found.
6. Heavy materials or equipment will not be dragged, skidded, or rolled over the floors, but will be carried or moved on wheels of such size and type as will not cause scratches or mars which cannot be removed by ordinary routine methods of cleaning. Any load placed on the floor will have a base, which will distribute the load and not cause an indentation. (Chairs, tables, and other objects with pointed legs will be placed on a material such as plywood.)

7. Display and activities will be confined within the limits of the rented booth space unless the HBAGTA has approved previous arrangements, in writing. The HBAGTA must approve displays of more than eight feet in height.
8. The driving of nails, tacks, screws, or use of any method of attaching materials to walls, including tape on floors is strictly prohibited.
9. Any defacement or damage to the premises caused by the Exhibitor or his representative will be repaired by the HBAGTA. The Exhibitor will be charged for these repairs.
10. Exhibitors intending to sell and distribute products during the hours of the event must receive written authorization from the HBAGTA. Depending upon the size (eg. ladders, flag poles) of the item being sold, Exhibitors may be required to have a distribution point located in the parking area.
11. Exhibitors shall refrain from parking in areas during the event that would preclude a member of the public from attending the event. Exhibitors not complying with the parking plan are subject to having their vehicles removed at their expense.
12. No sound-emitting devices will be allowed other than audio-visual equipment, such as: TV's and, sound projectors whose sound will be kept at a level so as not to disturb neighboring Exhibitors. The individual Exhibitor is responsible for any licensing fees that may accrue due to the use of copyrighted music.
13. Once the Home Builders EXPO 2010 opens on Saturday, February 27, 2010, EXHIBITS WILL NOT BE REMOVED BEFORE 4:00 p.m. SUNDAY, February 28, 2010. ALL EXHIBITS AND WASTE MATERIALS MUST BE REMOVED IN THEIR ENTIRETY BY 6:00 p.m. SUNDAY, February 28, 2010. **EARLY TEARDOWN CARRIES A MANDATORY 1-YEAR SUSPENSION FROM EXPO 2011.**
14. Exhibitor agrees to observe the designated hours of the show. **ALL BOOTHS ARE TO BE MANNED AT ALL TIMES DURING THE SHOW.**
15. No highly flammable or explosive materials will be permitted for decoration, display, or use in the building.
16. No open flames will be permitted.
17. No liquor or intoxicating beverage will be permitted on school grounds.
18. The Exhibitor agrees to install an attractive and educational display of products and/or services. All promotion by the HBAGTA, for the Home Builders EXPO 2010, will be directed towards the potential Home Buyer, Remodeler, Refurbisher, or Decorating Public.
19. Food or Beverage may not be consumed except in designated areas.
20. Giveaway items, such as balloons, yardsticks or other items that create either rubbish problems or safety concerns are not allowed.
21. The HBA must approve, in writing, any electrical demand over 500 watts by an Exhibitor in advance. Household extension cords are prohibited.

22. Exhibitors will provide a small trash receptacle for their Booth Space. They will keep their general area clean.
23. Should any Exhibitor observe any unsafe act by anyone, or any unsafe materials or appliance, they will immediately notify a member of the Committee. Security will not be provided. Exhibitors are advised to secure small valuable items each day. The Home Builders Association of the Grand Traverse Area will not assume responsibility for lost or stolen articles.
24. All tape used to attach carpet or cords to the floor of the school will be provided by the HBA. The use of any not approved tape, that leaves a residue on the floor, will subject the Exhibitor to a minimum cleaning fee of \$200.00.
25. EXHIBITOR WITHDRAWAL: Booth space payments are non-refundable. The Committee reserves the right to adopt a rule, at any time, if it is for the health and safety of the Exhibitor or the public. Any Exhibitor breaching or violating any of the Rules and Regulations will, upon oral or written notification by the Committee, forthwith comply. The HBA, reserves the right, upon refusal of the Exhibitor to comply, to cancel the Exhibitor's contract, and to remove, at the Exhibitor's expense, its exhibit and retain all monies previously paid to it, for rent, as liquidated damages.

It is understood and agreed that in case the HBA, fails to open the show on the dates provided, then and only then will the HBA refund to the Exhibitor all sums paid as booth space rent hereunder, as the Exhibitor's sole remedy for such failure, in full liquidation of all loss or damage suffered by the Exhibitor. In all other circumstances, such sums shall be non-refundable. It is further understood that if the HBA, is unable to open the show because of strikes, fires, casualties, acts of God, or other causes beyond its control, then it will not be in any manner, financially liable to the Exhibitor. Final booth space placement of any Exhibitor is at the sole discretion of the HBA.

26. The Exhibitor agrees to abide by any other regulations imposed by the Traverse City Area Public Schools as a part of the agreement with the HBA, and incorporated herein.
27. MISUNDERSTANDINGS AND DISPUTES: The rules and regulations contained in this contract are discretionary with the Home Builders Association of the Grand Traverse Area, Inc. The Board of Directors is responsible for determining compliance. Any misunderstandings or disputes regarding the contract for the Home Builders EXPO and involving any ultimate determination of the Board of Directors of the Home Builders Association shall be resolved by mediation in Traverse City, Michigan. The Exhibitor is responsible for any and all fees or costs incurred by the Association in enforcing the agreement.
28. Exhibitors must use the designated exhibitor entrance doors to enter and exit the Home Builders EXPO show. The propping open of doors is prohibited.
29. This agreement shall be binding upon and inure to the benefit of the parties, their successors, and assignees.

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231-946-2305

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Toll Free: 800-422-5166

Traverse City, MI 49684  
Fax: 231-946-1051

***Commitment to Excellence! Celebrating our 40<sup>th</sup> Year ~ 1970-2010***



## Rules and Regulations Agreement

- Please Read, Sign, and Return the *Rules and Regulations Agreement* and the *Application for Booth Space Form* to the Home Builders Association Office by the designated due date. The *Rules and Regulations Agreement* form **must be** returned with:
  - ✓ Your Completed Contract
  - ✓ Payment in Full
  
- Contracts, Forms and Payment will be Accepted Only by:
  - ✓ Mail
  - ✓ Fax
  - ✓ In Person
  - ✓ Phone Calls or Phone Messages will not be Accepted
  
- Accepted Methods of Payment are:
  - ✓ Cash
  - ✓ Check
  - ✓ Credit Card – (MasterCard or Visa)
  
- There are No Exceptions to this Policy.

**I, the undersigned, have read, understand and agree to abide by all of the Home Builders EXPO 2010 Rules and Regulations and will communicate the EXPO 2010 Rules and Regulations to all staff and / or volunteers working during the EXPO 201-.**

*(Please Print)*

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Home Builders Association Member:**       Yes       No

*Office Use Only*

Booth Space No: _____	Date Processed: _____
Method of Payment: _____	Contact No: _____

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