

## The Home & Garden Show 2019

### Terms and Conditions of Exhibit Space Agreement

- I. **Eligible Exhibits.** The Rochester Home Builders' Association, Inc. (Association) reserves the right to decline or to prohibit any products, services, giveaways, contest, or portions thereof and to permit only such matter or conduct as shall be approved by the Association, and further reserves the right to reject any applications and/or to limit the space assigned to any one exhibitor or company. The Association reserves the right to alter/move locations of exhibitors without prior notice. The Association reserves the right to cancel any space agreement before or after assignment and/or acceptance if at its sole discretion such action is deemed in the best interest of the show. Upon canceling an exhibit space, the Association shall refund the deposit and/or funds currently held without interest or penalty as and for the complete discharge of any and all liability to the Exhibitor.
- II. **Limitation of Liability.** The Exhibitor agrees to make no claim for any reason whatsoever against the Association and or show sponsors or hosts including claims for loss, theft, damage or destruction of goods, nor for any injury to himself or employees while show is in progress, set up or move out. Exhibitor agrees to indemnify and hold harmless the Association, show sponsors and hosts and the building wherein the show is held and their employees against any and all claims of any person, arising out of acts, omissions or negligence of Exhibitor, its agents or employees.
- III. **General Liability Insurance.** Throughout the period that the Exhibitor shall participate in the show, the Exhibitor shall maintain comprehensive and liability insurance to protect their interests. By signing the Exhibit Contract you acknowledge this and agree to have this insurance in place for the duration of the show including set-up and take down periods. The Policy shall provide coverage of at least \$1,000,000 for separate occurrence and will name the Association and its successors as additional insured.
- IV. **Indemnification.** The Exhibitor agrees to indemnify and hold harmless Rochester Home Builders' Association and the facility, their respective officers, directors, agents, representatives, insurers, and employees, or those for whom the Exhibitor is responsible in law, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of everything resulting from its occupancy of the exhibit space and/or its environs, the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and personal injuries, death, property damages or any other damage sustained by the Exhibitor, Rochester Home Builders' Association, the facility, show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.
- V. **Cancellation or withdrawals.** Exhibitor may withdraw upon written notice prior to January 1, 2019 however deposits are non-refundable. After January 1, 2019 the exhibitor is liable for the full cost of the exhibit.
- VI. **Collection Policy.** Exhibitor agrees to pay any and all costs incurred by the Association to collect all or any portion of unpaid monies due and owing to the Association. Exhibitor agrees to pay a \$30 bounced check/declined credit card fee per occurrence.
- VII. **Termination of Show.** If the Association determines that the premises where the show is to be held have become unfit for occupancy, or if the premises are materially interfered with by reason of strike, embargo, injunction, act of war, act of God, any other emergency, or any act or event, including lease of space, this Agreement may be terminated by the Association. In the event of such termination, the Exhibitor waives any and all damages and agrees that the Association may refund to the Exhibitor as and for complete settlement and discharge of said Exhibitor's claim and demands, all sums paid by the Exhibitor.

**Other Conditions: this Agreement is further subject to the following:**

- Exhibitor shall not assign, sublet or apportion the whole or any part of its allotted space, nor display any goods or services other than those manufactured or sold by the Exhibitor in the regular course of business.
- Exhibitor agrees to comply with any and all applicable law, rules, regulations, ordinances, licensing and copyrights.
- **Exhibitor agrees not to dismantle nor remove any part of his exhibit until after the closing time of the event.**
- Exhibitor agrees to man assigned space at all times during show hours and maintain assigned space in good order and surrender such space in the same condition at the commencement of occupancy, ordinary wear excepted.
- Exhibitor agrees that its failure or refusal to comply with the Association's instruction will result in forfeiture of monies paid or due, loss of rights to space and application of trespass laws.
- Exhibitor agrees to be liable for all further cost and fees caused by non-removal of exhibit at end of move out period.
- Exhibitor agrees to submit names, addresses and phone number of all booth prize winners by the close of show and award prizes within one week. All contact, mailing or telephone lists generated as a result of such raffles, drawings, or contests are for the exclusive use of the Exhibitor which conducts same. Exhibitor agrees that such information or lists will not be given, sold, or transferred to any other firm, individual or third party.
- Exhibitor agrees that all exhibit decorations will be fireproofed.
- Exhibitor agrees to not use microphones, amplification or noisemakers.
- Exhibitor agrees to report to the Association registration area prior to any exhibit setup.
- Exhibitor agrees to pay for any extraordinary trash removal costs resulting from construction and/or removal of his/her display.
- Exhibitors with cash & carry products must adhere to New York State Sales tax requirements and are the responsibility of the Exhibitor.