

HOME & GARDEN SHOW 2024 ★ CONTRACT SUPPLEMENT ★ Rules & Regulations

1. Exhibitor and its employees, agents or representative (hereinafter referred to jointly as Exhibitor), agrees to install an attractive and educational display of products/ services, as described on the Contract for Exhibit Space. **Exhibit space shall be limited to businesses directly related to the home building, remodeling, landscaping, or furnishing industry unless approved by the Home Show committee.** The EXPO Committee (hereinafter referred to as HBAJ) reserves the right to reject or prohibit any exhibit or part of exhibit, including, but not limited to: persons, things, conduct, printed matter, catalogs and/or souvenirs, which in its opinion are not suitable to, or keeping with, the character of the show. All Exhibits must prominently display the business name and logo.
2. HBAJ conditions its acceptance of any exhibitor on the exhibitor being properly licensed under Michigan law to perform the activity or provide products that are the subject of its proposed exhibit. Exhibitor must provide a valid license with the contract for acceptance. Any decision with respect to proper licenses is within the sole discretion of HBAJ.
3. Exhibitor agrees to build exhibit within the designated area as covered by this contract. Uniform set-up furnished by the HBAJ includes 10' drapes on 3 sides of the exhibit area. Should an exhibitor wish to have 3' high curtains on the sides of the booth, neighboring exhibitors must agree to this set-up change as the position of the pipe/drape may be integral to the design of their display. Exhibit may not exceed 10' in height, including signage. Signs must be visible on Exhibitor's side of drape only. Storage space is not available for excess materials. All goods, wares, and merchandise of any kind placed in the exhibit are understood to be at the Exhibitor's risk.
4. By the acceptance of this contract, the Exhibitor hereby releases, and agrees to indemnify, the sponsors, owner of the facility, and the HBAJ of, and from, any liability for damage, injury, or loss to any person, or goods, from any cause whatsoever.
5. Exhibitor agrees to provide the HBAJ with a certificate of insurance for General Liability Coverage, with a minimum per occurrence limit of \$500,000 upon submission of the contract. Exhibitor shall endorse their policy to list the following as an additional insured and certificate holder: Home Builders Association of Jackson, Inc. * 1815 E. High St. * Jackson, MI 49203. No exhibitor may begin installation of their material at the show facility until such Certificate is received by HBAJ. Exhibitor shall also maintain a Workers' Compensation and Employers' Liability Policy to cover their employees as required by law.
6. Standard electrical service (110V) will be available to each indoor booth space. Any Exhibitor with special energy needs (extensive lighting, extension cords, etc.) MUST make a written request to the HBAJ no later than January 12, 2024, outlining their needs. Exhibitor is responsible for the cost, if any, of such increased electrical needs. Exhibitor agrees to observe designated set-up hours: Thursday, February 22, 2024, from 8:00AM to 8:00PM and Friday, February 23, 2024, from 8:00AM to NOON. Any Exhibitor with a total booth space larger than 100 square feet must have materials in their booth space by 5:00 PM on Thursday, February 22, 2024 to show evidence of set up; if this criteria is not met, the booth will be resold to the first company on a waiting list and the Exhibitor forfeits the space and all monies paid to HBAJ. Exhibit must be completely set-up, ready to show by NOON on Friday, February 23, 2024. Failure of Exhibitor to complete set-up by this deadline will result in forfeiture of booth space and all monies paid to HBAJ. No exceptions made, and no refunds will be given to the Exhibitor. **No refunds will be given to exhibitors after January 12, 2024.**
7. Vehicle access is allowed inside the exhibit building but any motorized vehicles for display must have prior approval of the HBAJ. There are four overhead doors (14' clearance) for access into the building. Heavy materials and equipment must be moved on wheels of such size and type to not cause DAMAGE TO CARPET TILES or mars irremovable by ordinary cleaning methods. Floors and walls must be protected from materials and equipment that might cause a stain, mark, or discoloration.
8. **FLOORING IN THE EVENT CENTER IS COMMERCIAL GRADE CARPET TILES.** Exhibitors showcasing landscape displays inside must place a protective material underneath their displays to protect the floor.
9. Exhibitors may be permitted to utilize water in displays with prior permission from the HBAJ. Exhibitor must outline needs for water usage on the space provided on the contract. Exhibitor is responsible for draining water from their display upon completion of the show in a manner approved by HBAJ and facility owner.
10. Exhibitors will be required to replace, repair, or otherwise assume the expense for any damage to the premises caused by their exhibit or their representatives. Nothing shall be nailed, stapled, or, glued, or otherwise affixed to walls, floors, or any part of the building.
11. Exhibitor agrees to confine all exhibit and display activity within the limits of the assigned exhibit space. Any demonstrations must be held at the back half of the assigned booth. Working the aisles is not permitted. All laptops, televisions, radios, or other sound producing machines must be kept at a volume so as not to disturb other exhibitors. Exhibitor is solely responsible for any licensing fees that may accrue due to the use of music and/or video production.
12. Exhibitor agrees not to sub-let or to reassign any portion of the exhibit space.
13. Exhibitor agrees to observe designated hours of the show, and to maintain staff at the exhibit during all show hours: Friday – February 23, 2024 from 3:00PM to 8:00PM; Saturday – February 24, 2024 from 10:00AM to 6:00PM; Sunday – February 25, 2024 from 10:00AM to 3:00PM.
14. Exhibitor may engage in direct sales within the perimeters of their booth space. Exhibitor is responsible for all the necessary security of goods for sale and cash/receipts for items sold. Exhibitor shall be responsible for payment and reporting of all sales taxes. Exhibitor may not engage in the sale of raffle tickets or accept donations.
15. Exhibitor agrees to abide by all pertinent codes, laws, ordinances, and regulations.

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- 16. As per HBAJ policy, any Exhibitor offering/participating in a promotional, give-away, drawing, or other such similar activity during Home & Garden Show 2024 must first obtain prior HBAJ approval for the activity. It shall be the responsibility of the Exhibitor to apprise the HBAJ of the nature of the activity, how the activity functions, and whether there are any potential/hidden costs to any participant or third party in the activity. If the HBAJ does not approve of the activity, it shall not be conducted. Also, in the event that the activity involves a drawing for a prize, that prize drawing must be held at the conclusion of EXPO and the HBAJ notified of the winner(s). The business name must be prominently displayed on all entry forms.
- 17. No highly flammable or explosive materials will be permitted in the exhibit building. No open flames, helium tanks, or propane tanks will be permitted within the exhibit. Helium-filled balloons may be used in exhibits for decoration (they must be tied or otherwise attached to the display so they will not float away). Helium balloons may not be handed out to patrons at the show.
- 18. No smoking is permitted inside the exhibit building.
- 19. No alcoholic or intoxicating beverages are permitted inside the exhibit building or on the premises.
- 20. Exhibitors must park in designated exhibitor parking areas during show hours. Exhibitors will receive information on these designated areas with their official contract acceptance letter. Parking closest to the exhibit building will be reserved for the public and for show sponsors who have permission to park in designated spots. Exhibitor vehicles and equipment parked in areas reserved for the public will be towed at the Exhibitor's expense.
- 21. Exhibitor agrees to observe designated tear-down hours: Sunday, February 25, 2024, from 3:00PM to 6:00PM. Exhibit must be completely removed from the building by 6:00PM on Sunday, February 25, 2024. Exhibits, brochures, litter, etc. left after this deadline will be removed at the Exhibitor's expense. Exhibitor agrees to leave exhibit space clean and free of all litter. A dumpster will be located outside the building for exhibitor to dispose of all trash.
- 22. Admission will be charged to the public. Exhibitor employees and other staff will be able to enter the exhibit building without having to pay admission or redeem a complimentary ticket.
- 23. Complimentary (FREE) tickets will be given to Exhibitors to distribute as they wish. Each exhibitor will be entitled to twenty (20) complimentary tickets per booth space reserved. These tickets will be available after February 1, 2024. HBAJ tickets can be picked up at the HBAJ office. Call Susie to arrange pickup: 517-414-0444.
- 24. It is understood and agreed that in the case the HBAJ shall fail to open the show as herein provided, or to furnish the space or comparable space to the Exhibitor herein described, it will refund to the Exhibitor all sums paid hereunder, which sum shall be in full liquidation of all loss or damage suffered by the Exhibitor. If, however, the HBAJ is unable to open the show as herein provided, or is compelled to postpone or relocate said show on account of strikes, fires, casualties,

- acts of God, or other causes beyond control of the HBAJ, then it shall not be in any manner financially liable to the Exhibitor.
- 25. Fees for exhibit rental space are **non-refundable** except as otherwise provided for in this contract. **No refunds will be given to exhibitors after January 12, 2024.**
- 26. HBAJ reserves the right to move an Exhibitor space if said space blocks the sale of exhibit space to another Exhibitor.
- 27. Any Exhibitor who violates and/or breaches the terms of this contract may be prohibited from participating in Home Show 2025 and future shows.
- 28. The HBAJ reserves the right to adopt and promulgate such further rules and regulations as shall be reasonably necessary for the convenience and safety of all Exhibitors and any and all such regulations shall be as much a part hereof as though fully incorporated herein and the Exhibitor agrees to conform and abide by them.**
- 29. Any Exhibitor breaching or violating any provision of this contract shall, upon oral or written notification by the HBAJ, forthwith comply with such rules and regulations. The HBAJ reserves the right, upon refusal of Exhibitor's compliance, to cancel the Exhibitor's lease and to remove, at Exhibitor's expense, Exhibitor's exhibit and to retain all monies previously paid to the HBAJ for rent as liquidated damages for Exhibitor's breach.
- 30. In the event of a misunderstanding or dispute regarding any of these rules or regulations, the Exhibitor agrees to abide by the decision of the HBAJ as final judge.

EXHIBITOR ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY REVIEWED AND CONSENTS TO BE BOUND BY THE CONTRACT FOR EXHIBITION SPACE AND CONTRACT SUPPLEMENT FOR HOME & GARDEN SHOW 2024.

SIGNATURE: _____

DATE: ____/____/_____

The following ARE provided with your booth.

- 8' Table
- 2 Chairs

Please contact Dean Anderson at **All Star Rental 517-784-0574** if you need to rent any of the following items:

- Table Covers
- Floor Padding



EXHIBITOR'S RESPONSIBILITY FOR COVID-19 SAFETY PRACTICES:



- All exhibitors, event guests and event staff will be required comply with CDC and State requirements for large gatherings that are in place as of show dates including any wear face covering requirements.
- Masks will be available for purchase on-site if required
- Hand sanitizer will be provided by exhibitor for use at each booth
- Exhibitors agree to practice Social Distancing and maintain a minimum of 6' distance between themselves and other exhibitors, event staff and guests.

In the event that, due to COVID-19, Governor's executive order, state of emergency, or any other matter beyond the control of HBA of Jackson, a situation arises preventing the Homes & Garden Show to proceed as planned, the entry fee will be refunded minus the amount of the exhibitors' deposit. The remainder will be used toward expenses already incurred by HBA of Jackson. The Home & Garden Show sponsors and exhibitors will be promoted at JacksonHomeShow.com and will be promoted through social media. The list above is subject to change depending upon the Government mandated requirements in place at event time.

COVID-19 HOLD HARMLESS

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that as a Participant in HBA of Jackson Home & Garden Show I agree to put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I acknowledge that Home Builders Association of Jackson cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, volunteers, employees and anyone else entering the venue during the event including attendees and their families.

I voluntarily agree to be an exhibitor in the Jackson Home & Garden Show and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread during the HBA of Jackson Home & Garden Show.

By signing below, you are acknowledging that an inherent risk of exposure to Covid-19 exists in any public place where people are present. By participating in the event, you and any employees, volunteers or family members voluntarily assume all risks related to exposure to Covid-19 and agree not to hold Home Builders Association of Jackson any of their staff, committee members, board of directors, executive board of directors, executive officers, employees, agents, contractors or volunteers liable for any illness or injury.

EXHIBITOR SIGNATURE: _____ DATE: ____/____/____

COMPANY NAME: _____

