

**EXHIBIT SPACE APPLICATION AGREEMENT**  
**Home Builders Association of Washington County – HOME SHOW 2010**  
**Show Dates: March 6 & 7, 2010**  
**Show Facility- Hagerstown Community College ARCC Arena**

**Exhibitor Information:**

Company Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 Mobile# \_\_\_\_\_  
 Fax# \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Company Name for Program Listing: \_\_\_\_\_  
 \_\_\_\_\_

Sign Needed for Display \_\_\_Yes \_\_\_No  
 Electricity Needed \_\_\_Yes \_\_\_No  
 Special Electrical Needs \_\_\_\_\_  
 Tables Needed: 4' \_\_\_ 6' \_\_\_ 8' \_\_\_  
 Number of Exhibitor Badges Needed \_\_\_\_\_

List all products and/or services to be displayed:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Booth Preferences: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

Booth Rates	HBAWC Member	Non-Member
1- 10'x10' Booth	\$450.00	\$575.00
2- 10'x10' Booths	\$850.00	\$1050.00
3- 10'x10' Booths	\$1175.00	\$1525.00
4-10'x10' Booths	\$1500.00	\$2000.00
1-12'x12' Booth	\$700.00	\$825.00
2-12'x12' Booths	\$1250.00	\$1450.00

This Agreement is between the Exhibitor and the Home Builders Association of Washington County ("HBA") regarding the Show to be presented at the Facility during the Show Dates. Exhibitor shall rent from the HBA a booth assigned by the HBA of the same size as the booth preference stated above for display purposes only at the Show; however the HBA in its sole discretion and at no additional cost to Exhibitor, may substitute different space of equal or larger size.

Exhibitor shall pay the HBA the booth price stated on this agreement. One-half must be paid upon execution of the Agreement, with the balance due **no later than 30 day prior to the Show**. If Exhibitor fails to make payment by the due date, or does not display an exhibit in the appropriate space by the beginning of the Show, then the Exhibitor's space and any rights to display and exhibit shall be forfeited, with all amounts paid by the Exhibitor retained by the HBA as liquidated damages. Exhibitor shall comply with all Rules and Regulations of the Show that are printed on the back of this agreement and incorporated herein by reference, and also with such other rules and regulations that may be adopted from time-to-time by the HBA. If Exhibitor does not comply with any other provisions of the Contract or any other rules and regulations, the HBA may pursue all rights and remedies available under the law. **THE BELOW SIGNED ACKNOWLEDGES HAVING READ THE RULES AND REGULATIONS INCLUDING ON THE BACK HEREOF.**

If the exhibit hall is destroyed or damaged by any cause or if in the HBA's discretion any other circumstance make it difficult, inadvisable or not in the best interest for the Show to be conducted or for Exhibitor to occupy its space, then at the HBA's option, this Contract shall terminate. In such event, Exhibitor waives and releases all claims for damages in any way relating to such termination, except the HBA shall refund any amounts already paid for space rental. Exhibitor shall, for all purposes, be an independent contractor and solely responsible for all aspects (including security) of its exhibit, and for the performance, actions and appearance of all personnel staffing the exhibit. If in the HBA's opinion any individual associated with Exhibitor is acting or attired in the manner which is offensive, inappropriate or not in the best interest of the Show, the HBA or any other exhibitor, then Exhibitor shall immediately remove that individual from the exhibition hall, and if it fails to do so then the HBA may remove the individual and the Exhibitor shall be liable for and indemnify and defend against all damages relating thereto.

HBA OFFICERS, DIRECTORS, MEMBERS, AGENTS AND EMPLOYEES OF THE HBA, HCC AND THE HAWK'S BOOSTER CLUB; AND ALL OF THEIR HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS; SHALL HAVE NO REPSONSIBILITY OR LIABILITY FOR ANY INJURY, LOSS (INCLUDING THEFT), DAMAGE OR LIABILITY TO EXHIBITOR OR ANY RELATED INDIVIDUAL OR PARTY OR VISITORS TO ITS EXHIBIT, OR ANY PROPERTY OWNED BY ANY OF THEM OR IN THEIR POSESSION, FROM ANY CAUSE WHATSOEVER, RELATING TO OR OCCURING AT THE SHOW. **EXHIBITOR SHALL INDEMNIFY AND DEFEN THE HBA AND THE OTHER PARTIES DESCRIBED ABOVE AGAINST ALL CLAIMS, LAWSUITS, EXPENSES AND JUDGEMENTS OF ANY KIND WHATSOEVER RELATING TO ANY INJURY, LOSS, DAMAGE OR LIABILITY DESCRIBED ABOVE OR DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATING TO ANY ACTIONS, INACTIONS OR NEGLIGENCE OF THE EXHIBITOR OR ITS RELATED PARTIES OR VISITORS TO ITS EXHIBIT, DIRECTLY OR INDIRECTLY RELATING TO THE SHOW, THIS CONTRACT OR OTHERWISE. EXHIBITOR MUST PROVIDE WORKERS' COMPENSATION, PROPERTY INSURANCE AND GENERAL LIABILITY INSURANCE AND ON REQUEST SHALL SHOW PROOF OF THAT INSURANCE TO THE HBA.**

Certain services of the Show are provided by parties other than the HBA. The HBA has no liability whatsoever for those services which must be obtained from authorized sources. Exhibitor shall comply with all regulations of the facility.

**Submit completed, singed contract with 50% deposit by mailing to the HBAWC office HBAWC –P.O. BOX 1283, HAGERSTOWN, MARYLAND 21741-1283 / PHONE: 301.991.1123 / EMAIL: h.builders@myactv.net**

Authorized Signature for Exhibiting Company: \_\_\_\_\_

**DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ THE RULES ON THE REVERSE SIDE**

**THE HBA MAY CHANGE THE FLOORPLAN WITHOUT NOTICE IF, IN ITS SOLE DESCRETION, IT DEEMS IT ADVISABLE TO PROVIDE A MORE ATTRACTIVE AND SUCCESSFUL SHOW.**

## SPACE APPLICATION AGREEMENT

This application for exhibit space must be submitted to the HBA office with a 50% non-refundable deposit. **The remaining 50% is due no later than 30 days prior to the show. A signature on this application by exhibitor constitutes a binding contract and no refunds will be given.**

## BOOTH CONSTRUCTION

Exhibits must be finished on both sides, unless arrangements are made with the HBA office for high side curtains.

Attention should be paid to neighboring exhibitors when constructing exhibits. Exhibits should not exceed a side height of 8 feet unless prior arrangements are made.

## FLOOR COVERING

Exhibitors requiring carpet for their booths must obtain such covering at their own expense. **ANY EXHIBITOR DISPLAYING HEAVY OBJECTS SUCH AS BLOCK OR BRICK MUST COVER THE FLOOR WITH RUBBER MATTING.**

## SIGNS

When requested on the application, exhibitor will be provided a standard identification sign 7 inches high and 44 inches long.

## BOOTH SPACE ASSIGNMENT

The HBA will attempt to assign locations by exhibitor preference and to provide distance from direct competition, but cannot guarantee exclusivity of a product or that similar products will not be exhibited in nearby or adjoining spaces

## AMERICAN DISABILITIES ACT

Exhibitors shall be responsible for making exhibits accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold the HBA harmless for any failure in this regard.

## EXHIBIT ACTIVITIES/SALES

Exhibitors are encouraged to have activities in their booths, such as contest, handouts, prizes, drawings, demonstrations, etc. Canvassing is limited to the exhibitor's space. **No selling and/or promotional materials will be permitted outside booth space.** Exhibitors shall make sure that there is adequate room within the space for all visitors to the exhibit, and no exhibit may be presented in the aisles or which could adversely affect the Show or any other exhibitor. Exhibitors must collect and pay any appropriate taxes on products sold and shall hold the HBA harmless from any liability thereof. Sales are permitted and orders may be taken.

## FOOD & BEVERAGE SAMPLING

Any exhibitor sampling food or beverage for sale must comply with local Health Department regulations. Any exhibitor giving away beverages or food items such as popcorn must provide appropriate floor coverings.

## SUBLETTING SPACE

Booth spaces may not be assigned, sublet, traded or apportioned, other than to those who manufacture or sell products sold by the exhibitor.

## EXHIBITOR PARKING

**Exhibitors are REQUIRED to park in the lots as designated by show management. Those not in compliance are subject to ticketing by campus security.**

## PLEASE NOTE NEW CONTACT INFORMATION FOR THE HBAWC LISTED IN THE MIDDLE OF REGISTRATION FORM

## BOOTH SPECIFICATIONS

Exhibitor space is made available in 10'x10' units with a minimum number of 12'x12' booths. Standard exhibit space includes Aluminum supports and aisle posts, and eight-foot high back wall and three-foot side dividers from which flameproof drapes are suspended. All side walls of exhibitor displays over 3' in height must be finished or covered. No exposed unfinished area is permitted.

Show Management will provide for each 10 linear feet of booth space: 1- 500watt electrical outlet, 1-7"x44" exhibitor ID sign **if requested** 1 table per booth in 4', 6' or 8' in length & Chairs

## MOVE-IN

Move-in for Home Show 2010 will start at 7am on Friday, March 5 and end at 7pm. All exhibitors must leave by 7pm.

Exhibitors with large exhibit items may be contacted to set-up late in the evening of Thursday, March 4.

## MOVE OUT

Exhibits MAY NOT be dismantled prior to the close of Home Show 2010 on Sunday, March 7 at 4pm. Dismantling, and/or the removal of display material could result in the exhibitor being refused participation to future HBAWC Home Shows.

## TRASH REMOVAL

Exhibitors are responsible for the removal of all boxes and trash from their exhibit. Receptacles are provided. Items too large for the receptacles may be placed next to the receptacles.

## BOOTH STAFFING

Booths must be staffed during all show hours. Exhibitor badges must be worn at all times, and exhibitors must display their badges for admission.

## SECURITY

Although security is provided during show hours, and the facility is locked at night, valuables should not be left in booths. The HBA, HCC, or the Hawk's shall not be held responsible for theft from any exhibitor's booth.

## POWER, WATER, PHONE

Each booth space is supplied with a 500-watt electrical outlet. If additional outlets are required exhibitors must supply a power strip. All extension cords should be the 3-prong type AND IN GOOD WORKING ORDER. If your exhibit has special electrical requirements, they must be noted on the exhibitor application. Prior arrangements must be made for exhibits requiring water. Arrangements for phone or Internet lines must be made directly with HCC.

## EXPOSITION SERVICE

Penn State Exposition Services of Harrisburg, Pennsylvania is the official exposition service of Home Show 2010. Exhibit space items not included in exhibit space rental may be contracted separately with Penn State Exposition Services by calling 717-236-6733.

## AMENDMENTS

Except where stated otherwise, this agreement defines services and equipment provided for the Show by the HBA. It is the responsibility of the exhibitor to notify the HBA about any needs not addressed specifically in this agreement. The HBA is under no obligation to provide any services not listed in this agreement. HBA reserves the right to make the final interpretation of all rules governing the Show and the exhibitor agrees to abide by the rulings.