



## HBA OF NWI 2018 PORTER COUNTY HOME IMPROVEMENT MARKET

### HOME BUILDERS ASSOCIATION OF NWI RULES AND REGULATION CONTRACT

**A SIGNED COPY of this Contract, Certificate of Insurance, Application & Full Payment *MUST* be on file at the HBA OF NWI office before you will be allowed to exhibit. No Exceptions!**

- 1. BOOTH ASSIGNMENT** - Booth space is assigned based on a combination of HBA OF NWI membership status, seniority at the Show, and the date booth application, contract and deposit are received in the HBA OF NWI office. If for any reason the floor plan must be changed, the HBA OF NWI reserves the right to relocate exhibitors. Space is not considered rented until full payment is received. HBA OF NWI reserves the right to accept or refuse any company from exhibiting in the Show. Booth fees are indicated on the application.
- 2. DEPOSIT OF PAYMENT AND TERMS** - All deposits are non-refundable after December 8, 2017. If notice of cancellation is submitted after December 8, 2017, the exhibitor is liable for full payment of his or her space rental under the contract. Failure to appear at the event does not release the exhibitor from responsibility for payment of the full cost of the space rented.
- 3. BOOTH CONSTRUCTION** - Exhibit booth pipe and drape will be erected by the Expo Center in the space ordered. Booth sizes are indicated on your application. Exhibitor shall install an attractive display of his/her products and/or services.
- 4. ALCOHOL ON PREMISES** - Alcohol of any kind is **STRICTLY PROHIBITED** on the grounds and inside all buildings at the Porter County Expo Center unless provided by the Porter County Expo Center.
- 5. CHARACTER OF EXHIBITS** - Each exhibitor agrees to display only products or services that are sold by him/her in his/her business. Each exhibit will comply with and conform to the laws of the State and ordinances and regulations of Porter County. The HBA OF NWI reserves the right to reject any exhibit, or part thereof, which is not keeping with the character and spirit of this rule.
- 6. INSTALLATION OF EXHIBITS** - Each exhibitor agrees to set up exhibits within the perimeters of his or her assigned space only. The HBA OF NWI will send each exhibitor a set-up schedule before the event. The installation of standard exhibits will take place on Thursday, March 8, 2018 and each exhibitor will be notified of their set-up time. Larger exhibits will receive a special set-up appointment on Wednesday, March 7, 2018. This is by appointment only; notify HBA of NWI if you have large items to set up. Exhibitors arriving at a non-scheduled set up time will have to wait until exhibits scheduled for set up are completed. All booths must be completely assembled and ready by 11:00 a.m., Friday, March 9, 2018.
- 7. REMOVAL OF EXHIBITS** - Exhibitors tearing down booths on Sunday, March 11, 2018 may start at 4:00pm and must be out of the building by 6:00pm. Exhibitors tearing down booths on, Monday, March 12, 2018, may begin at 7:00am and must be finished and out of the building by 12:00pm unless otherwise directed. Exhibits will not be permitted to be removed from the building at any time after installation until final closing of the Show, unless special permission in writing is obtained from the HBA OF NWI.
- 8. SHOW HOURS** - HBA OF NWI Porter County Home Improvement Market will be open to the public Friday, March 9, 2018, 12:00pm-7:00pm; Saturday, March 10, 2018, 9:00am-6:00pm; and Sunday, March 11, 2018, 10:00am-4:00pm. **All exhibits must be staffed at least 90% each day of the Show hours.**
- 9. SOUND CONTROL** - Loud speakers, radios, television sets, or the operation of any machinery or equipment, which is of sufficient volume as to be annoying to neighboring exhibitors, will not be permitted. Public address systems used to attract the attention of people passing in front of your booth will not be permitted.
- 10. COMBUSTIBLE MATERIAL AND HEAT SOURCES** - No combustible oils or gases can be used as a part of in the operation of the exhibit. All inflammable material must be fire-proofed. No open flames will be permitted within the building. No electric, gas or microwave ovens may be operated; such appliances may be used for display only.
- 11. SELLING OF PRODUCTS IN THE BOOTH** - Selling out of your booth is subject to HBA OF NWI approval and must be products and/or services strictly related to your business. You agree to hold harmless the HBA of NWI, its officers and/or members, against any losses or claims made against you or your entity as a result of sales of products and/or services at the 2018 Home Improvement Market. Only the sale or distribution of food not to be consumed on show grounds is allowed. Pre-packed foods and candies are allowed.
- 12. EVENTUALITIES** - In case the exhibition shall be destroyed by fire, or the elements, or by any other cause, or in case any other circumstances, i.e. "Act of God", shall make it impossible for the HBA of NWI to permit the contracted space to be occupied by the exhibitor, then said rental agreement between exhibitor and HBA of NWI shall terminate and exhibitor waives any and all claim for damages or compensation of the amount paid for space rental.
- 13. CARE OF EXHIBIT SPACE** - The Expo Center will sweep and clean the aisles, but exhibitors must, at their own expense, keep their spaces cleaned and their exhibits dusted and in good order. Exhibitors are requested at all times to cooperate with the HBA of NWI by maintaining their exhibits throughout the exhibition in perfect condition.
- 14. SUB-LETTING SPACE** - No exhibitor shall assign, sub-let or apportion the whole or any part of space allotted to them, nor exhibit any goods, displays or services other than those manufactured or sold by exhibitor in the regular course of their business, nor share with another business without the written consent of the HBA OF NWI. Any exhibitor violating this rule in any manner will be required to remove said materials immediately upon request of the HBA OF NWI.

I have read and agree to the provisions of this page \_\_\_\_\_ Date \_\_\_\_\_

**15. DISTRIBUTION OF LITERATURE, SOUVENIRS AND FOOD** - Printed advertising, souvenirs, etc. may be distributed by exhibitors from their own exhibit space only. No soliciting in buildings, walk aisles in buildings, or parking lots will be permitted. Any souvenir or advertising that is of an objectionable or undignified character will not be permitted. Only the distribution of food not to be consumed on show grounds is allowed. Pre-packed foods and candies are allowed.

**16. UNOCCUPIED SPACE** - If the exhibitor fails to occupy space contracted for, or fails to comply in any other respect with the terms of this agreement, the HBA OF NWI shall have the right to rent such space to any other applicant without releasing the exhibitor from paying the sum agreed upon in this contract.

**17. LIABILITY** - Neither the HBA OF NWI, the employees thereof, the Porter County Exposition Center, nor their representatives, nor any member of the show committee will be responsible for any injury, loss or damage that may occur to the public audience, exhibitor, or to the exhibitor's employees or property from any cause whatsoever, safety hazards to booth, prior, during, or subsequent to the period covered by the exhibit contract, and the exhibitor on signing contract expressly releases the foregoing (HBA OF NWI, Porter County Expo) named association, individuals, committee and firm from any and all claims for such loss, damage, or injury. Exhibitors are required to obtain a ***CERTIFICATE OF INSURANCE*** (public liability insurance) to prove insurance in the amount of \$1,000,000 combined single limit of liability to protect against possible claims arising out of the operation of their exhibit. Exhibitors must supply a copy of the ***CERTIFICATE OF INSURANCE***, designating the HBA of NWI as certificate-holder, to the HBA OF NWI Office, no later than February 1, 2018. Any exhibitor who has failed to supply a ***CERTIFICATE OF INSURANCE*** will not be allowed to set up and forfeits all fees including booth deposit and booth rental fees.

**18. GAMBLING** - No devices or activities classified within the definition of gambling will be permitted in the buildings or on the grounds.

**19. DISPLAY ITEMS** - Exhibitor may be required to provide a complete list of products and/or services he/she will display. No display items should obstruct neighboring displays or project into aisles. Exhibitor agrees to stay within contracted space.

**20. EXHIBITOR ADVERTISING** - The HBA of NWI Porter County Home Improvement Market committee reserves the right to review any and all ads used in conjunction with promoting your business at the HBA OF NWI Porter County Home Improvement Market, i.e. printed ads, internet-based ads, radio/TV ads, billboards, etc. No altered/substituted tickets and/or publications will be accepted at any HBA OF NWI Porter County Home Improvement Market, and show exhibitors distributing such will not be allowed to participate in the following year's Show.

**21. EXHIBITOR PARKING** - All exhibitors and their employees are to park in the North parking lot and must not block parking lot exits or fire hydrants. No exhibitor will be allowed to park in either the South or West parking lots or any fence line areas, with the exception of those preapproved and paying the HBA OF NWI for a separate Advertising Privilege.

**22. GOLDEN RULE** - All exhibitors are required to treat fellow exhibitors, HBA OF NWI Porter County Home Improvement Market representatives and the public with respect.

*To qualify for HBA of NWI discounted booth prices you must be a member in GOOD STANDING (membership dues and all bills paid). Any exhibitor whose HBA OF NWI membership expires on or before Feb. 28, 2018 and does not renew on or before Feb. 16, 2018 will be charged the nonmember fee for the booth space.*

**THIS AGREEMENT MUST BE SIGNED AND RETURNED BEFORE BOOTH SPACE WILL BE RESERVED.**

I have read and agree to the provisions of this contract. Violation of any rule or regulation in this contract may result in the exhibitor being prohibited from the following year's HBA OF NWI Porter County Home Improvement Market and said exhibitor may waive his or her booth position earned through seniority, length of participation and/or membership status. Said exhibitor may start over as a new exhibitor in the booth assignment priority procedure. In case of litigation over enforcement of the rules and regulations of this contract, the prevailing parties' legal fees and court costs will be paid by the losing party.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Contact name (printed): \_\_\_\_\_ Email: \_\_\_\_\_

Company: \_\_\_\_\_

Company address: \_\_\_\_\_

Office Phone Number \_\_\_\_\_ Fax: \_\_\_\_\_

**PLEASE SEND SIGNED APPLICATION, SIGNED CONTRACT, AND INSURANCE CERTIFICATE OF LIABILITY TO:**  
Home Builders Association of Northwest Indiana, 800 East 86th Ave. Merrillville, IN 46410  
Phone: 219-464-2944 Fax: 219-525-4132 Email: [hbanwioffice@hbanwi.com](mailto:hbanwioffice@hbanwi.com)

**PLEASE SIGN AND RETURN BOTH PAGES OF THIS CONTRACT**