# **VENDOR CONTRACT**



COMPANY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
· · · ·	
· · · ·	
PHONE:	
SIGNEE EMAIL:	

I UNDERSTAND THAT MY CONTRACT WILL NOT BE ACCEPTED UNLESS IT IS SIGNED AND SENT WITH THE CORRECT DEPOSIT AMOUNT. IN ADDITION, I ACKNOWLEDGE ALL RULES AND REGULATIONS GOVERNING THIS SHOW AND AGREE TO ABIDE BY THEM.

Signature:

Date:

Title:

		MEM	IBER	NON-M	IEMBER
Location	Booth Size	Total	Deposit	Total	Deposit
	10 x 10	\$780	\$375	\$1090	\$545
	10 x 20	\$1,385	\$690	\$1,840	\$920
	10 x 30	\$2,025	\$1,012	\$2,585	\$1,293
MAIN FLOOR	10 x 40	\$2,660	\$1,330	\$3,335	\$1,668
	20 x 20 (4 pack)	\$2,585	\$1,293	\$4,140	\$2,070
	20 x 30 (6 pack)	\$4,080	\$2,040	\$6,235	\$3,118
	20 x 40 (8 pack)	\$5,575	\$2,788	\$8,335	\$4,168
	8 x 10	\$635	\$320	\$975	\$490
	8 x 20	\$1,200	\$600	\$1,610	\$805
MEZZANINE	8 x 30	\$1,800	\$900	\$2,250	\$1,125
	8 x 40	\$2,400	\$1,200	\$2,875	\$1,440
	8 x 10			\$200	No Deposit
MARKETPLACE	8 x 20			\$250	No Deposit

#### **BOOTH SPACE REQUESTED:**

	# OF BOOTHS		отнѕ	BOOTH SIZE	LOCATION, ROW LETTER & NUMBER	CORNER BOOTH + \$50
		1.				
CHOICE	HOICE	2.				
	0	3.				

### FEBRUARY 16, 2024 REFUND DEADLINE | FEBRUARY 29, 2024 BALANCE DUE

HOME BUILDERS ASSOCIATION OF GREATER SPRINGFIELD 636 W. Republic Rd. #D108, Springfield, MO 65807 | *HBASpringfield.com* | 417.881.3711

PRESENTING SPONSOR:



**Wilson Logistics Arena** at Ozarks Empire Fairgrounds

> **3001 N Grant Street** Springfield, MO 65803

#### EMPLOYEE IN CHARGE OF SET-UP/TEAR DOWN CONTACT INFO:

Name:	
Email:	
Mobile:	

Check to receive info on event sponsorship opportunities.

Product Description:

The price of your booth includes electricity, WiFi access, the use of a forklift, a table, and an upgraded vendor lounge. The vendor lounge offers a comfortable space for exhibitors and will provide hot lunches and fresh snacks throughout the day, that are prepared on-site.

## HBA 2024 Home & Outdoor Living Show Rules & Regulations

- CONTRACT OBLIGATIONS: All fees are paid in full before the Exhibitor can set up their booth
- EXHIBITOR ELIGIBILITY RIGHT OF REFUSAL AND/OR CANCELLATION: 2. The HBA of Greater Springfield (HBA) reserves the right to determine the eligibility of any exhibitor. Deposit will be returned to the applicant in the event of non-acceptance. Once accepted, the total cost of the exhibit space is due and payable in the manner described in the fee schedule. Exhibits and the conduct of exhibitors are subject to Trade Show Committee approval. Trade Show Committee reserves the right to refuse any company's application not meeting the required standards. The Trade Show Committee also has the right to curtail exhibits or parts that detract from the Show's character, including displays, literature, advertising, novelties, souvenirs, and personal conduct of exhibitors. Officers, employees, and agents involved in the management of the Home Show shall have full authority to interpret and enforce all rules and regulations governing Exhibitors. All matters and guestions not explicitly addressed in the rules & regulations shall be subject to final determination by the Trade Show Committee and amended at any time by the HBA upon notice to Exhibitors. In addition, the HBA may have recourse for violating any of these rules in any manner it deems appropriate, including the expulsion or suspension from future shows.

#### 3. EXHIBIT SPACE:

For each 8x10 or 10x10 booth space, the HBA shall provide **draperies** and hardware (EXCEPT bulk spaces), one draped 6-foot table, two chairs, and a garbage can. **BOOTH SIGNAGE IS THE RESPONSIBILITY OF THE VENDOR**.

- 4. BOOTH RESTRICTIONS: The 'Front Line' of vendor exhibit booth:
  - Sidewalls of the adjoining booth may carry the background height out to within 2 feet of the 'front line'.
  - The front 2 feet of space must not have the equipment or display material over 42 inches high.
  - No part of the display may extend beyond the 'front line' of the exhibit space into the aisle.

**No tolerance policy**: The Exhibitor is responsible for following these rules. If the booth display goes over the booth line, the Exhibitor will be required to, **Immediately Correct The Problem**. If the problem is not immediately corrected, the booth is subject to removal by the Show Committee at Exhibitor's expense.

- FOOTPRINT RESTRICTIONS: Exhibit footprint needs to be compact and contiguous.
- BOOTH SPACE: Business activity is restricted to the actual booth space only; therefore, soliciting in the aisle or other business activity can't be conducted.
- MOVE IN: A forklift is available to be used during move-in and tear down. The facility does not provide any other equipment to help with moving in or tear down.

THERE WILL BE NO CARTS AVAILABLE, so please come prepared with any equipment you need to enable you to move your product.

8. SIGNS:

A. All signage must look professional. Any exhibitor having signs which are, or look, amateurish and detract from the overall dignity and refinement of the Show will be asked to remove them from the booth.
B. If signs extend above the back of the booth, the back of the sign must be black. The only exception shall be in the situation where the sign is in the middle of a booth or group of booth spaces.
C. No hanging of Banners from the ceiling. Large banner sponsorships

are available for purchase. No signage may be attached to the walls of the facility.

- 9. CHARACTER OF EXHIBITS: Each Exhibitor agrees to display only products or services that they sell in their regular course of business. The Show purpose understood by the Exhibitor, is only for products and services pertinent to home building, improvement, decorating, furnishing, landscaping, or closely related to these fields of activity should be displayed and explained. Each exhibit must comply with the laws set by the State of Missouri and ordinances and regulations of the City Springfield and Greene County. The Show Committee reserves the right to reject any exhibit, or part thereof, which is not in keeping with the character and spirit of the event.
- LICENSES/PERMITS: Before final payment is received, all Exhibitors must have obtained all licenses required by the Ordinances of the City of Springfield and Greene County for participation.

- 11. SUB-LETTING SPACE: No exhibitor shall assign, sub-let, or apportion the space or any part of the space allotted to them, nor exhibit any goods, apparatus, services, advertising, signs, etc., other than those manufactured or sold by the Exhibitor in the regular course of this business, without the written consent of the Trade Show Committee. If it is necessary to use the equipment of another manufacturer, distributor, or dealer whose equipment shall be displayed separately. In that case, no advertising of that equipment may be in evidence unless authorized by the Trade Show Committee.
- 12. UNOCCUPIED SPACE: If the Exhibitor fails to occupy space contracted or fails to comply in any respect with the terms of these rules and regulations, the Trade Show Committee shall have the right to re-rent such space to another applicant. The original Exhibitor is still responsible for paying the sum agreed to in the application and contract for exhibit space.
- 13. FIRE SAFETY: The Trade Show Committee will not tolerate the use of combustible oils or gases within any exhibit. Additionally, no open flames will be permitted without the prior written approval of the Fire Marshall. All electrical equipment used in conjunction with the display's installation, operation, and dismantling must be in good operating condition and able to pass the inspection of the local Fire Marshall. All booths with a closed-top roof of any kind must have a fire extinguisher in the booth at all times, per the Fire Marshall. Vendors are solely responsible for providing the extinguisher for their booth. Storage of excess materials in hallways is prohibited.
- 14. SELLING: Retail selling of products or materials related to the home industry will be permitted. Exhibitors may accept cash, check, or credit card numbers or sign contracts or purchase orders at the show.
- SOUND CONTROL: Loudspeakers, radios, TV sets, or the operation of any machinery or equipment of high volume is not permitted. Public address systems are not allowed.
- 16. DISTRIBUTION OF LITERATURE AND SOUVENIRS: Printed advertising, souvenirs, etc., may be distributed by exhibitors from their own space only. Any souvenir or advertising that is of an objectionable or undignified character will not be permitted. Souvenirs should not be of a noise-making variety. All such items are subject to the approval of the Trade Show Committee.
- DRAWINGS FOR FREE PRIZES: Exhibitors may offer giveaways for promotional prizes in their booths. If you are running a contest in your exhibit, please make a note of the following rules:
  - Each Exhibitor must provide their registration slips
  - You must have rules posted in the area where registration takes place
  - Prizes offered must be given as stated in the contest offer
- 18. HELIUM BALLOONS: Per Facility rules and regulations, no helium balloons are allowed.
- EXHIBITORS LOUNGE: Available for use by Exhibitors only. Lunch will be served daily by Ozark Empire Fair. Snacks will be available throughout the day.
- 20. FOOD AND DRINK: No tolerance policy: the Facility concession stand retains the right to sell and service all food and drink products. The ONLY food items that exhibitors may give away to the public are small candies, i.e., hard-wrapped candies and/or mini-size candy bars (per Facility rules and regulations). Popping and/or Distributing Popcorn at your booth is strictly prohibited. If the problem is not immediately corrected, the booth is subject to removal by the Show Committee at Exhibitor's expense.
- 21. CARE OF EXHIBIT SPACE: Each Exhibitor must keep their own space cleaned and their exhibit maintained in good order, while the Show is open to the public. Wilsons Logistics Arena personnel shall be responsible for maintaining the aisles and public areas.
- 22. VENDOR BEHAVIOR: We ask all vendors to respect the time and priorities of their fellow vendors. Networking between vendors is allowed and encouraged; however, it should not inhibit the ability of any vendor to meet, and conduct business with, potential clients
- 23. EVENTUALITIES: In case the facility should be destroyed by fire or the elements, or by another cause, or in case other circumstances shall make it impossible for the Show Committee to permit the contracted space to be occupied by the Exhibitor, the application and contract for exhibit space shall terminate, and the Exhibitor shall waive any claim for damages or compensation.

### HBA 2024 Home & Outdoor Living Show Rules & Regulations

- 24. LIABILITY: Neither the HBA, the employees thereof, their agents or representatives; nor Wilsons Logistics Arena, the employees thereof, their agents or representatives; nor any member of the Trade Show Committee shall be responsible for any injury, loss, or damage that may occur to the Exhibitor, or the Exhibitor's employees or property from any cause whatsoever prior, during or subsequent to the period covered by the application and contract for exhibit space; and the Exhibitor on signing the contract releases the foregoing named Association, Corporations, individuals, their agents and employees from all claims for such loss, damage, or injury.
- 25. SECURITY: The Facility contains a sophisticated electronic security system activated each evening after vacating the exhibit hall. Entry to the exhibit area prior to public hours can only be authorized by the Home Show Committee.
- SET-UP OF EXHIBITS: Hours for set up will vary depending on booth location. Set up to be scheduled with HBA staff for April 8 – 11.
- SHOW TIMES: The Show will be open to the public 12am-6pm on Friday, 10 am - 5 pm Saturday, and 11 am - 4 pm on Sunday. VIP Event will take place Thursday evening, April 11, 5:30 - 7:30 pm.
- 28. REMOVAL OF EXHIBIT: All exhibits must remain set up until 4 pm on Sunday. Tear-down will not begin until after 4 pm (no exceptions). If a vendor chooses to start dismantling their booth prior to 4 pm on Sunday, the Exhibitor is assessed a penalty fee of \$500. The Exhibitor must pay in full before participating in any future HBA of Greater Springfield Trade Shows. Exhibits may be removed 4 pm - 7 pm on Sunday, and 7 am - 4 pm on Monday. All exhibits must be out of the facility by 4pm on Monday following the Show.
- LOT ACCESS FOR TEAR DOWN: Vendors will NOT be allowed in the facility loading dock area - including the lot - until their booth is torn down and ready to be loaded.
- BOOTH ASSIGNMENTS: The HBA reserves the right to change or alter space assignments, floor plans and show conditions without notice and at their sole discretion for the Show's best interests.
- 31. COMPLIANCE WITH LAWS: Exhibitors shall comply with all county, city, state, and federal safety, fire and health laws, ordinances and regulations, including the Policies, Rules and Regulations of the facility regarding the installation, dismantling and operation of the exhibit.
- 32. COPYRIGHTED WORKS: Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc., which may be required to broadcast, perform, or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend and hold harmless the HBA and its directors, officers, employees, and agents from and against all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.
- 33. AMERICANS WITH DISABILITIES ACT: Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, regulations, and guidelines (collectively "ADA"). Exhibitor shall indemnify, defend and hold harmless the HBA and its directors, officers, employees, and agents from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision or noncompliance with any provision of the ADA.
- 34. LEGAL ACTION: Any legal action by an exhibitor against the HBA-related to these rules must be brought in the Circuit Court of Greene County, Missouri. The Exhibitor's sole remedy is limited to exhibition fees paid by the Exhibitor. Indirect or consequential damages may not be sought. Should any litigation arise out of this Show, the Exhibitor shall pay all costs and reasonable attorney's fees incurred by the HBA and/or the cosponsoring agencies if they are the prevailing party.
- 35. INSURANCE AND HOLD HARMLESS AGREEMENTS: Each Exhibitor must have Public Liability Insurance to protect against possible claims arising out of the operation of this exhibit. Fire, theft, liability, and extended coverage insurance are not provided by the HBA or facility. Exhibitor may obtain such coverage at its own expense. Small and valuable exhibit materials should be packed each night and placed in a secure location. Exhibitor remains responsible for all property brought into the Show and shall bear the sole risk of loss for that property. Exhibitor shall indemnify and hold harmless the HBA and its directors, agents, and employees from any damages caused by theft or other perils normally covered by

extended coverage, liability, theft, or fire policies, as well as for all claims, losses, liability, or damages for injury, death, or property damage that may arise from activities of the Exhibitor, its employees, agents, invitees, and licensees.

Exhibitor hereby represents and warrants to the HBA that the exhibitor has taken all steps reasonably necessary to ensure the sound engineering and structural integrity in its exhibit design and the proper construction and safety of the exhibit itself, as erected.

- **36. AMENDMENTS**: The Trade Show Committee has full power to interpret or amend these rules. Whatever these rules do not cover, the Trade Show Committee reserves the right to make rules to cover in the Show's best interest, and the Exhibitor agrees to accept and abide by such rulings.
- PENALTIES: The penalty for violation of any rule CAN result in immediate booth closure and suspension of the Exhibitor's right to be in the next year's Show.
- SERVICE ANIMALS: Only allowed into arena during Home & Outdoor Living Show Hours.



### 417.881.3711 events@hbaspringfield.com HBASpringfield.com

Email your completed Vendor Contract to events@hbaspringfield.com.