



23rd Annual Show Dates:
FEBRUARY 24-26, 2017
 John S. Knight Center • Akron, OH
 www.akronhomeandflowershow.com

EXHIBITOR CONTRACT

PLEASE COMPLETE THIS AGREEMENT AND:

Fax To: 330-869-5506
 Email To: events@akronhba.com
 Mail To: Greater Akron Home Builders Promotions, Inc.
 799 White Pond Dr., Akron, OH 44320

Note: Utilize Editable Form (preferred) or print legibly!

Company Name (For Show Promotions) _____
 Company Billing Name _____ Contact _____
 Email _____ Website _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ Mobile _____ Fax _____

IMPORTANT COMMUNICATIONS: Most communication is via email. Please ensure we have your correct email address. Instructions on downloading the Exhibitor Kit with information about move-in, move-out, purchasing electrical, parking passes and other show regulations will be emailed or mailed mid-January 2017. Exhibitor information and requirements can be accessed online at www.akronhomeandflowershow.com under Exhibitor Info. All booths are encouraged to have floor coverings and must be professional in appearance. Refer to term #11 on reverse side about required flowers at each exhibit.

EXHIBIT SPACE CHOICES

CHOICE #1	Booth # _____	Size _____
CHOICE #2	Booth # _____	Size _____
CHOICE #3	Booth # _____	Size _____

Standard Exhibit Space (\$8.25/SF)	\$ _____
Corner Fee (\$175 each)	\$ _____
Table Top (\$450)	\$ _____
Marketplace / Craft (\$500-\$800)	\$ _____
TOTAL COST Including corners if applicable	\$ _____

PRODUCTS EXHIBITED

WE WILL ONLY EXHIBIT THE FOLLOWING PRODUCTS/SERVICES LISTED BELOW (subject to show management approval).

PAYMENT OPTIONS

PLEASE FIND MY CHECK ENCLOSED (Payable to Greater Akron Home Builders Promotions) \$ _____
 OR CHARGE MY VISA MASTERCARD DISCOVER AMEX \$ _____

CREDIT CARD ACCOUNT NUMBER _____ EXP. DATE _____ CCV CODE _____ ZIP CODE _____

By signing below, I authorize Greater Akron Home Builders Promotions (GAHBP) to process all payments on the above credit card. All payments will be charged based on the payment schedule below.

CARD HOLDER'S NAME _____

SIGNATURE _____

PAYMENT SCHEDULE

33% with Signed Contract	_____
33% payment due Oct. 9, 2016	_____
34% payment due Dec. 9, 2016	_____
A \$50 late fee will be assessed for late payments	

THIS FORM IS A CONTRACT. By signing and returning this document, the applicant: 1) guarantees the accuracy and truthfulness of the information above and understands that management will consider the merits of this information to guide decisions regarding acceptance; 2) acknowledges the Rules & Regulations on the reverse side of this Agreement. The exhibitor promises to abide by the rules and regulations contained in this Agreement, the Exhibitor Information Kit, which will be available to all exhibitors thirty (30) days before the show, and any further rules and regulations as may be implemented by the management of the HBA Akron Home & Flower Show dba Greater Akron Home Builders Promotions (GAHBP). If this application is rejected, a full refund of the down payment will be made. This Exhibitor Application/Agreement contains the entire agreement between the parties, and any executory agreement hereafter shall be ineffective to change, modify, discharge or, effect an abandonment, of this Agreement in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

Delivery of this application or other promotional literature does not bind (GAHBP) to lease to any person. Any binding obligation to lease exhibition space is subject to full execution of this agreement by applicant and (GAHBP). The terms and conditions of such acceptance, including determination of whether to accept agreement on any terms and conditions, are solely within the discretion of GAHBP.

Signature _____ Print Name _____

PLEASE INITIAL THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF AGREEMENT ON PAGE 2. PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS.

TERMS AND CONDITION ON PG 2
 FLOORPLAN ON PG 3

TERMS OF AGREEMENT

Company Name: _____ vendor initials: _____

1. **PAYMENTS AND TERMINATION OF AGREEMENT.** The exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to GAHBP. All deposits/payments received by GAHBP up to the date of notice of cancellation are non-refundable and non-transferable and the balance of the full cost of the space is due immediately. In the event that the Exhibitor (1) fails to make payments in accordance with the payment schedule set out herein or (2) fails to appear at the show; GAHBP reserves the right to cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate. GAHBP will retain any and all deposits/payment(s) made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement and all payments will be due per the terms of the contract. In the event of either of the above circumstances, GAHBP has the right to (1) re-sent said space and (2) bring action against the Exhibitor for payment of the full cost of the space originally licensed from GAHBP.

2. **COMPLIANCE WITH LAWS AND REGULATIONS.** Exhibitor agrees to obey all laws, ordinances and regulations governing the use of the exhibit facility and to abide by the rules and regulations of the city Fire and Police Departments, and such other public officials whose duties may regulate exhibits.

All decorative materials used in displays must meet the flame-proofing regulations of the Fire Department. No tacks, nails, or screws may be driven into the walls or floors of the exhibit facility. No tape, adhesives or pressure-sensitive stickers may be placed on facility walls or pillars. No signs may be taped to walls. No stickers or helium balloons may be distributed.

The playing, performing or other use of any copyrighted music in television or radio transmission, videotape, audiovisual material, or any other work, whether live or recorded, by exhibitor or agents, representatives or employees is expressly prohibited. Exhibitor agrees to indemnify the facility and GAHBP, (and their respective officers, directors, owners, employees, insurers, agents, representatives and assigns) against any and all claims and cost of defense, or fees paid by GAHBP, to ASCAP or BMI, arising from any unauthorized use of any work by exhibitor or any of its agents, representatives or employees.

Exhibitors cannot distribute food, including popcorn, and beverages in the facility and from GAHBP. Failure to comply with, or blatant disregard for, any show regulations may result in the exhibitor not being invited to participate in future shows produced at the facility and/or by GAHBP.

No signs shall be displayed in the booth space that state a definite product price. Prices may be promoted through booth literature.

John S. Knight Center regulations prohibit vendors from bringing in outside food or beverage during show set up or show hours.

3. **BOOTH CONSTRUCTION AND EQUIPMENT.** GAHBP, will provide an exhibitor's identification sign and number for each exhibit space; where applicable 8' high back drapes and 3' high side drapes. Exhibit shall be arranged so as not to obstruct the general view (sight lines) nor hide the exhibits of others. No signs, apparatus, construction, etc. may extend more than 8' above the floor in the exhibitor's booth space. The exhibit may extend forward four feet from the rear wall at the 8' height, but further extension must be limited to a 3' height. Deviations from the 8'x3' regulations as outlined above may be permitted only with GAHBP approval in cases where exhibit space constitutes a 4-booth (or more) "island."

Tables, electric, parking passes, admission tickets are not included in the cost of a booth. Order forms for these and other items and services will be made available for exhibitors to obtain at their expense.

4. **INSTALLATION AND REMOVAL OF EXHIBITS.** All exhibits shall remain in place and shall NOT be dismantled until the official closing of the show. There will be a \$250 penalty fee for tear down prior to the end of the show on Sunday. Violators will be notified by letter, billed \$250 within 10 days of the show and will forfeit the opportunity for booth space the following year.

Exhibitors may begin move in NO EARLIER than the time and day designated by the move in pass. All booths and contents must be in place one hour prior to the start of the show. All exhibits must remain up throughout the show and must be removed during designated move out hours on Sunday and Monday.

5. **USE OF SPACE AND AISLES.** Nothing may be stored behind back wall drapes. All aisles must be kept clear. Interviews, demonstrations, and distribution of literature must be done inside the exhibitor's booth space.

Aisles will be cleaned each day by facility personnel. Exhibitors must be keep their own booth space clean and vacuumed. Exhibits must be attended during all show hours. No loudspeakers will be allowed on the exhibit floor. Small sound amplification systems may be used only with the permission of GAHBP, but the sound must be inoffensive to neighboring exhibitors.

No exhibitor may assign this agreement nor permit any other company to share exhibit space. No company can exhibit, distribute literature, or put up a sign unless they have an exhibit space agreement with GAHBP.

6. **REJECTION OF APPLICANTS AND EXHIBITORS.** GAHBP, reserves the right to reject any applicant for space at any time and reserves the right to regain possession of any space at any time by refunding to the applicant or exhibitor the amount he has paid for said space. We reserve the right to limit products/services to maintain a healthy balance of show exhibits.

7. **CHANGES IN BOOTH LOCATION.** GAHBP, reserves the right to reassign booth locations as it deems necessary for the good of the show.

8. **LIABILITY INSURANCE.** The exhibitor is responsible for insuring their own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident, or other causes. Exhibitor is charged to maintain liability insurance with respect to both property damage and personal injury, doing business with companies of sound responsibility authorized to do business in the state of Ohio.

Security guards will be on hand during the show and move-in and move-out periods, and GAHBP, and facility personnel will take all reasonable precautions to safeguard exhibitor's property; however, neither GAHBP, nor the facility will assume liability for loss or damage, through any cause, of equipment, products, goods, exhibits, or other material owned, rented or leased by exhibitor. The exhibitor shall indemnify GAHBP, and the facility, and hold them harmless from, any complaints, suits or liabilities resulting from the negligence of the exhibitor relative to the exhibitors use of exhibit space.

Exhibitors are responsible for damage they cause to the facility walls and floors, including labor charges to remove stains or adhesives from the wall or floors. Exhibitors will be billed for such damage with the dollar amount determined by the facility.

9. **CANCELLATION OF SHOW.** If the facility should be destroyed by fire or if a strike makes it impossible for GAHBP, to permit an exhibitor to occupy the premises, the exhibitor shall pay for the space only for the period in which the space was occupied. GAHBP, is released from any and all claims which might arise in consequence thereof.

If any other event or circumstance not caused by GAHBP, prevents an exhibitor from erecting or staffing his exhibit for any or all of the show period, the contractual responsibility between the exhibitor and Greater Akron Home Builders Promotions, shall be considered to be satisfied and there shall be no refund to the exhibitor.

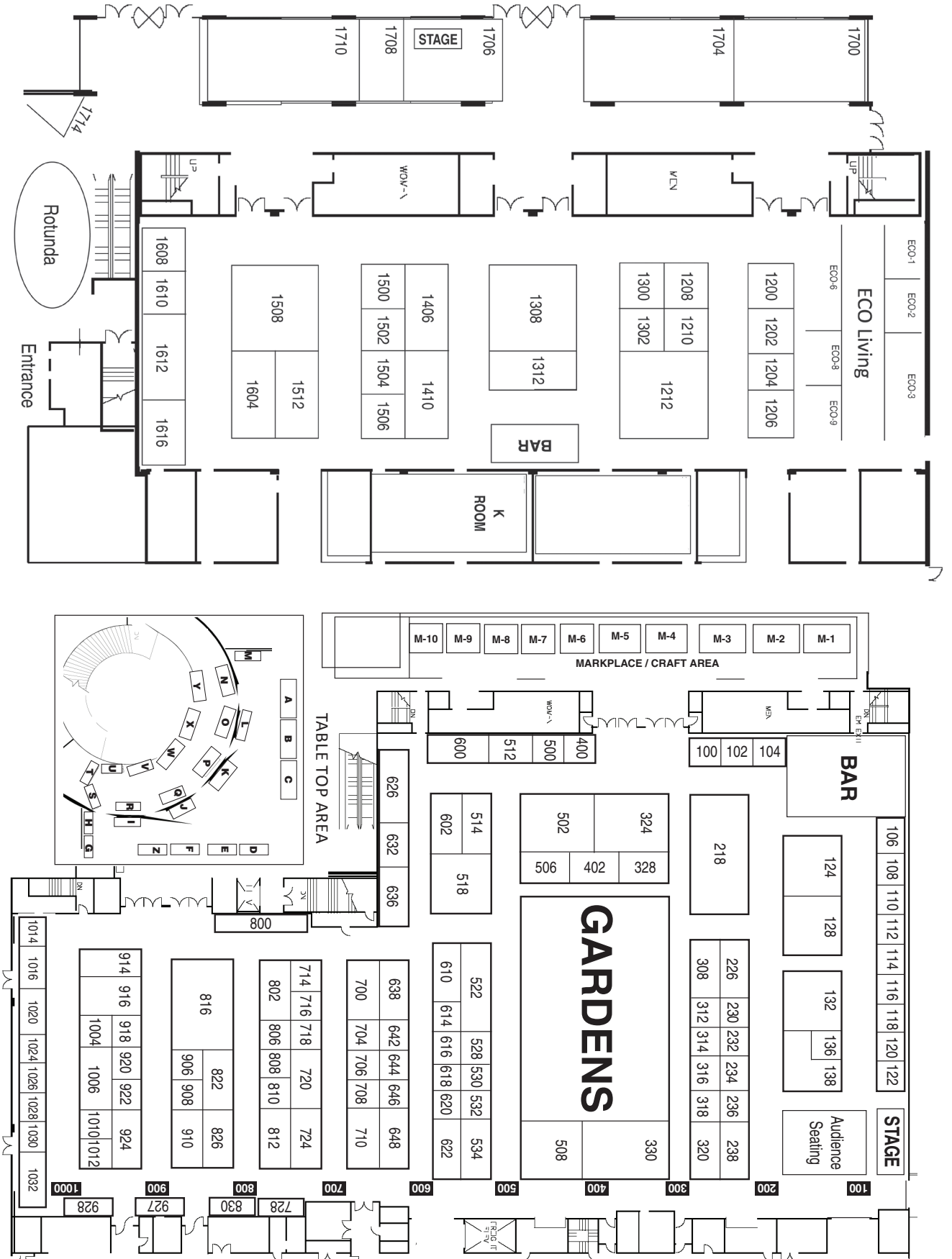
10. **MEDIA RELEASE.** Photographs or other depictions, references or descriptions of the event may be used by GAHBP, without any consideration or obligation whatsoever being owed or payable by GAHBP, for promotional, advertising and or other purposes without any further consent by the parties being required.

11. **FLOWER/PLANT/GARDEN/MATERIALS:** To help carry the flower theme throughout the show, each vendor is required to include live flowers at their exhibit labeled with care instructions and flower type. Vendors may pre-order from a wholesale distributor that GAHBP secures, or may utilize their own source. Value must be at least \$12.00 and no greater than \$40.00. Vendors not in compliance will receive a penalty fee of \$40.00.



FEBRUARY 24-26, 2017

John S. Knight Center • akronhomeandflowershow.com



This floor plan is a general representation of show layout. Booth positions, sizes & numbers may change. Please contact the HBA office to secure your 2017 location.