

# 2011 EXHIBITOR CONTRACT FOR HOME AND GARDEN SHOW

Chippewa Valley Home Builders Association | 4319 Jeffers Road Ste. 200 | Eau Claire, WI 54730 | 715.835.2526

1. **2011 Home and Garden Show:** The 2011 Chippewa Valley Home Builders Association (the "CVHBA") Home and Garden Show will be held at the Eau Claire Indoor Sports Center (the "Sports Center") on February 25 - 27, 2011.
2. **Floor Plan Layout:** The undersigned exhibitor (the "exhibitor") acknowledges receipt of the floor plan layout showing booth locations for the 2011 Show. Approximate size of booth is 10' wide x 9' deep. \$500 booth fee includes one table and two chairs.
3. **Booth Draw Process:** Exhibitor acknowledges that booths shall be made available for reservation according to the procedure contained in the Booth Draw Process, as announced in the CVHBA newsletter and exhibitor mailings.
4. **Booth Reservation:** To reserve a booth for the 2011 Show, the exhibitor must do all of the following:
  - A. **Select a booth(s) in accordance with the Booth Draw Process;**
  - B. **Pay a booth deposit (the "Booth Deposit") equal to 50% of the cost of each booth(s) selected; and**
  - C. **Sign the 2011 exhibitor contract**
5. **Multiple Booths:** If all booths are selected before all CVHBA members have had an opportunity to select a booth, then CVHBA will take one booth away (as needed) from each Exhibitor who has multiple booths reserved, starting with those exhibitors having three or more booths reserved. Deposits will be refunded for those booths taken away during this process.
6. **Payment of Balance of Booth Fee:**
  - a) Exhibitor shall pay the balance of the booth fee by December 10, 2010.
  - b) If exhibitor fails to pay the balance of the booth fee by December 10, 2010, then:
    - Exhibitor shall forfeit the booth; and
    - Exhibitor shall forfeit, and CVHBA shall retain, the entire booth deposit, regardless of whether a replacement exhibitor is found.
7. **Cancellation Policy:** CVHBA will return one-half of the booth deposit to exhibitor if all the following conditions are met:
  - a) Exhibitor gives written notice to CVHBA on or before October 1, 2010, with intent to cancel 2011 booth; and
  - b) CVHBA finds another Exhibitor who takes the booth, signs a contract and pays the full booth fee by December 10, 2010. (Note: even if another exhibitor is found, CVHBA will still retain one-half of the booth deposit).
  - c) Exhibitor(s) whom allow their CVHBA membership to lapse prior to the show will forfeit their booth(s) and full deposit.
8. **Release of All Claims:** Exhibitor agrees to release all claims against CVHBA and the Sports Center for loss, damage, injury or liability, including reasonable attorneys fees, which arise from exhibitor's participation in the 2011 show. CVHBA is not responsible for any damage to exhibitor's displays.
9. **Rules of Conduct:** Exhibitor agrees to abide by the rules of conduct listed in this section. Failure to abide by said rules of conduct may result in booth drawing penalties for future shows. In addition, CVHBA reserves the right to remove any exhibitor who fails to follow the following rules:
  - a) Exhibitor shall not distribute any dangerous or harmful materials or articles.
  - b) Exhibitor shall confine display within the confines of the booth space.
  - c) Exhibitor shall have display completely set up at least two hours prior to show time.
  - d) Exhibitor shall not remove any portion of its display prior to 4 p.m. on Sunday, February 27, 2011.
  - e) Exhibitor shall fully staff its booth during all times.
  - f) Exhibitor shall not exchange any money during the 2011 show; however, contracts may be signed.
  - g) If an exhibitor's framing or wall interferes with an adjacent exhibitor, the exhibitor shall cover it with decorative material.
  - h) Exhibitor shall not use any sound equipment that interferes with other exhibitors or displays or presentations.
  - i) Exhibitor shall not split its booth or allow any other person or entity to use its booth.
  - j) Exhibitor shall properly secure its booth.
  - k) Exhibitor shall place a 12"x12"x3/4" piece of plywood under any object or display weighing more than 50 pounds.
  - l) Exhibitor is responsible for supplying this plywood.
  - m) Exhibitor shall abide to the Eau Claire Indoor Sports Center's vendor agreement (per exhibitor mailing and exhibitor packet) and any associated infractions that may result in forfeiture for future years exhibiting at the Home and Garden Show.
10. **Exhibitor Parking:** Exhibitor agrees to the off-site parking rules during the Show and, if exhibitor parks in said location, exhibitor assumes parking liability and releases Xcel Energy and the CVHBA from any type of damages should they occur.

Booth Selection: 1<sup>st</sup> Choice: \_\_\_\_\_ 2<sup>nd</sup> Choice: \_\_\_\_\_

Company Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Total # of Booths \_\_\_\_\_ x \$500 per booth = \$ \_\_\_\_\_

Less deposit - \$ \_\_\_\_\_

Paid by:  check (# \_\_\_\_\_)  credit card Visa | MC | Discover  cash Balance Due: \_\_\_\_\_

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ 3-digit code \_\_\_\_\_

Name on Card \_\_\_\_\_ Signature \_\_\_\_\_