



JOHNSON CITY AREA HOME BUILDERS ASSOCIATION
50th ANNUAL HOME & OUTDOOR SHOW
RULES & REGULATIONS

1. RULES AND AMENDMENTS

- a. Exhibitors shall be bound by the Show Rules & Regulations set forth herein, as well as any amendments or additional rules and regulations that may be established by the Johnson City Area HBA and Show Management.
- b. Johnson City Area HBA, through its Show Management, shall have the sole authority to interpret and enforce all rules and regulations contained herein; to make amendments thereto and to make such further rules and regulations as shall be necessary for the orderly conduct of the show.

2. BOOTH ASSIGNMENTS

Assignment will be made by Show Management on a priority basis determined by availability of space requested at time of receipt of signed contract. Show Management reserves the right to change or alter space assignments, floor plans, and Show conditions without notice and at their sole discretion for the best interest of the Show.

3. CHARACTER OF EXHIBITS

- a. Each exhibitor agrees to display only products or services that are sold by their company in its regular course of business. It is the purpose of the Home & Outdoor Show and understood by the exhibitor, that only products and services that are pertinent or closely related to the field of home building, modernizing, decorating, furnishing, or landscaping shall be displayed, demonstrated and/or explained. Unsafe or obscene material of any kind is strictly prohibited. Each exhibit will comply with and conform to the laws, ordinances and regulations of the city of Johnson City, Washington County, as well as the Fire Marshall's codes. The Show officials reserve the right to reject in its sole discretion any exhibit, or part thereof, which is not in keeping with the character and spirit of the 2019 Home & Outdoor Show.
- b. Exposed areas of display backs or sides must be finished or covered at that exhibitors cost. Signage larger than the allotted 10' booth area or equal to the total length of individual or combined booth area or higher than the 10' allotted pipe and drape must have written permission from Show Management. If said signage is objectionable by neighboring exhibitors, signage must be removed.
- c. Do not attach anything to the floor that will not or cannot be completely removed (nails, screws, glue, paint, etc.) leaving no holes, residues, stains, etc. Any removal of such items by Show Management will be charged to Exhibitor at cost. Be sure to protect the floor from any damage including water damage.
- d. No supports, strings, wires, or any other objects may be attached to posts or other fixtures in or on the building without permission of Show Management.
- e. Fireproof decorations are required.
- f. **NO OPEN FLAMES** are allowed at any time during the Show.
- g. Landscape plastic must be used under any exhibit containing dirt, sand, water, mulch, plants, paving stones, brick, etc.
- h. Any exhibit with material weighing over 200 pounds **MUST** use 1/2" plywood underneath the entire booth space to distribute weight and pressure on the floor.

4. INSTALLATION HOURS

- a. All Exhibits may begin set up 8:00 a.m., Wednesday, February 6, and any and all forklift use must be completed by 9:00 p.m. Thursday, February 7. Show Management reserves the right to schedule exhibitors for use of forklift in order to maintain integrity of all other exhibitors.
- b. All exhibits must be completed and ready to show by 12:00 p.m. Friday, February 8.
- c. Noise and moving of exhibits after the Show has opened is strictly prohibited.

5. SOUND CONTROL

- a. Loud speakers, radios, television sets, or the operation of any machinery or equipment that is of sufficient volume to be annoying to neighboring exhibitors will not be permitted.
- b. Public address systems used to attract the attention of visitors at the show by exhibitors will be prohibited.

6. DISTRIBUTION OF LITERATURE AND SOUVENIRS

Exhibitors may distribute printed advertising, souvenirs, etc. from their own assigned booths. Any materials considered to be objectionable will not be permitted.

7. CARE OF EXHIBIT SPACE

Show Management will be responsible for cleaning of common areas. Exhibitors are responsible for cleaning of their assigned booth space throughout the Show and upon removal of the exhibit. For safety regulations, Exhibits must remain intact through 5:00 p.m. on Sunday, February 10 or until all public visitors to the Show have left the building and Show Management authorizes the breakdown of exhibits. Exhibitors that do not comply may be fined \$100 and/or lose their right to be in future shows at the sole discretion of Show Management.

8. TRANSFER OR SUBLEASING SPACE

Exhibitor shall neither assign nor sublet all or any part of the space rented without the permission of Show Management, and it shall be under no obligation to grant such permission.

9. UNOCCUPIED SPACE

- a. Any space not occupied by 1:00 p.m. Friday, February 8, will be forfeited by the exhibitor and may be resold, reassigned or used by Show Management as it sees fit, without refund. Special consideration may be made by Show Management with prior approval.
- b. Exhibitor's booth is to be staffed by an authorized representative during all Show hours. Exhibitors not able to staff their booth the entire weekend must give written notice by February 4 to Johnson City Area HBA regarding the date and time the booth will not be staffed. Exhibitor is required to place a sign in their booth indicating their absence.

10. REMOVAL OF EXHIBITS

- a. It is the responsibility of each exhibitor to remove all merchandise and trash from the exhibit facility. No exhibit shall be dismantled and/or removed from the premises before the close of Show at 5:00 p.m. Sunday, February 10. VIOLATORS MAY BE CHARGED \$100 and/or lose their right to be in future shows at the sole discretion of Show Management.
- b. All exhibits must be removed by 3:00 p.m. Monday, February 11.
- c. If exhibits are not removed by the deadline, the show facility may store or dispose of property at the exhibitors cost and at Show Management's sole discretion.

11. ALTERATIONS

Show Management reserves the right to alter locations of Exhibitors or of booths as shown on the official floor plan if such move is deemed advisable in the best interest of the show.

12. EVENTUALITIES

Johnson City Area HBA reserves the right to terminate the show if use or occupancy of the show premises is, or will be, materially interfered with by reason of fire, casualty, strike, embargo, injunction, act of war, act of God, any other emergency, or any other act or event not the fault of Johnson City Area HBA or Show Management during any period of time the availability of which is critical to successful production of the 2019 Home & Outdoor Show.

It is expressly agreed that such a termination shall not constitute a breach of the contract. Should any contingency interrupt or prevent the holding of the show, Johnson City Area HBA will return such portion of the amount paid for the space as may be determined to be equitable by Johnson City Area HBA after deduction of such amounts as may be necessary to cover expenses related to termination, including a reserve for claims in connection with the show.

Johnson City Area HBA reserves the right to change show location, show dates, or postpone the show. No refunds will be made. Johnson City Area HBA shall assign to the exhibitor, in lieu of the original space, such other space as Johnson City Area HBA deems appropriate and the exhibitor agrees to use such space under the same Show Regulations. Johnson City Area HBA or Show Management shall not be financially liable or otherwise obligated in the event the show is canceled, postponed, or relocated, except as provided herein. Johnson City Area HBA reserves the right to cancel the contract without further obligation at any time prior to Show opening by rescinding all future obligations under the contract. Johnson City Area HBA may cancel the contract for cause if (a) exhibitor has failed to pay the total space rental by the due date; (b) exhibitor fails to perform any material term or condition of the contract; or (c) exhibitor refuses to abide by all rules and regulations established by Show Management for the Show.

13. LIABILITY

Show Management will provide security throughout the official period of installation, showing and dismantling, and exercise reasonable care for the protection of the exhibitor's materials and displays. However, Johnson City Area HBA, Show Management, Johnson City Area HBA Officers or Staff thereof will not be liable for the safety of the person or property of the exhibitor, his agents, or employees, from criminal act, damage by fire, accident, acts of God or any other cause. Johnson City Area HBA, its representatives, employees or agents will be defended, held harmless and indemnified by exhibitor for any claims for injury, damage, destruction or loss caused by the exhibitor, or to the persons or property of others than the exhibitor, and further will be defended, held harmless and indemnified by exhibitor for any claims for injury to any of the exhibitor's representatives, agents, or employees. Exhibitors accept full and sole responsibility for any injury, damage, or accident to property or person, resulting from the transportation, unloading, moving, assembly, exhibition, disassembly or reloading of their exhibit material. Exhibitor accepts the assigned space "AS IS;" Johnson City Area HBA makes no warranties of any kind. Johnson City Area HBA is not liable or responsible for losses or damages caused by the physical facilities. Under no circumstances shall Johnson City Area HBA be liable to exhibitor for incidental or consequential damages or for any amount in excess of the amounts paid.

14. PUBLIC PRESENTATIONS/DEMONSTRATIONS

Due to fire code regulations, aisles must be passable during public show hours. Exhibitors and exhibits are required to be confined or installed within your designated booth area without exception. Exhibitors must purchase and have sufficient exhibit space to accommodate presentations and their staff and/or representatives.

15. COMPLIMENTARY TICKETS

Each paid booth will receive 5 complimentary show tickets. Additional tickets may be requested from Johnson City Area HBA at any time prior to the show.

16. USE OF IMAGES

Radio or television broadcasts and/or visual or audio recordings must be approved through Show Management. Johnson City Area HBA reserves the right to use photographs and video taken of exhibits, exhibitors, or presentations to promote Johnson City Area HBA and the Annual Home and Outdoor Show.

17. USE OF NAME IN ADVERTISEMENTS OR MARKETING MATERIALS

Any business, individual, exhibitor, and/or entity advertising or promoting their business or participation in the Annual Home and Outdoor Show MUST notify Show Management for ad approval prior to the information being released either in print, television advertisement, radio advertisement, web advertising, billboards, etc. Johnson City Area HBA reserves the right to change any and all advertising or promotions that do not clearly identify Johnson City Area HBA as the event organizer or does not state the event title correctly. Advertising promotion of participation is encouraged but the following guidelines MUST be met with NO EXCEPTIONS:

- A. TITLE - Johnson City Area Home Builders Association 50th Annual Home & Outdoor Show
- B. LOCATION - ETSU Athletic Center or ETSU Mini Dome
- C. DATES - Friday, February 8, Saturday, February 9, and Sunday, February 10
- D. LOGO - The official JCAHBA Home & Outdoor Show logo must appear in a prominent location on ALL advertising.

***ANY business, individual, exhibitor, and/or entity found to be in disregard of this rule may forfeit their deposit or payment and/or forfeit participation in the current or future Shows.

18. CANCELLATION BY EXHIBITOR

No refunds will be made for cancellations unless same exhibit space is resold at equal value at least 30 days prior to event.

19. PAYMENT FOR EXHIBIT SPACE AND/OR SERVICES

Show Management may prohibit participation in the Home & Outdoor Show if the exhibitor has failed to pay any and all monies owed to Johnson City Area HBA.

20. MISCELLANEOUS

Show Management reserves the right to refuse admission and/or to eject anyone from the premises without recourse to Johnson City Area HBA. Alcoholic beverages shall not be brought onto the premises at any time. Exhibitors agree to immediately notify Show Management of any dangerous, unsafe, or illegal condition of activity. Discrimination against any person on the basis of age, sex, disability, color, race, creed, religion or national origin is strictly prohibited.

EXHIBITORS MUST SIGN ACKNOWLEDGEMENT AND ACCEPTANCE OF THESE SHOW RULES AND REGULATIONS BY AFFIXING YOUR AUTHORIZED SIGNATURE ON THE APPLICATION AND CONTRACT FOR EXHIBIT SPACE TO PARTICIPATE IN THE 2019 HOME & OUTDOOR SHOW.

Retain this copy for your records.