

Payment in full is due on July 5, 2024. Orders on or after July 5, payment in full must accompany the contract.

\*Absolutely NO REFUNDS after July 5, 2024. All booth space is final after July 5, 2024.

We hereby make an application for exhibit space in the Spring Home + Garden Show, August 24-25, 2024.

We acknowledge that upon acceptance by the HMCBA this application becomes a contract. Exhibitor agrees to comply with all of the Spring Home + Garden Show Rules & Regulations, all of which are incorporated into and made a part of this Contract as if fully included herein, and also with such other rules and regulations for the show as shall be promulgated from time to time by the HMCBA. Each exhibitor must have at least a C rating with the Better Business Bureau to be permitted to exhibit.

Each exhibitor must also provide Liability Insurance naming the HMCBA and VBC as additional insured from August 21 - August 26, 2024.

By submitting this contract, you agree that you are authorized by your company to sign this contract on their behalf.

By submitting this contract, you agree that you have read the HMCBA's "Agreement of Understanding" and agree to comply with it and any Rules & Regulations. You also agree to pay the applicable costs associated with your exhibit space selection.

## EXHIBITOR RULES & REGULATIONS

A. Objective: The objective of the Fall Home & Garden Show (the "Show") is to provide an educational framework for the dissemination of the newest ideas, technology, and products/services in the housing industry through educational seminars and product displays to the consumer and those persons/companies involved in the residential and commercial construction industry.

B. Definitions As used herein:

1. "Exhibitor" collectively shall mean the entity or individual that applied for exhibit space and each of its officers, directors, shareholders, employees, agents, contractors, representatives, and/or invitees, as applicable.
2. The "Show" shall mean the 2024 Fall Home+Garden Show.
3. "Facility" shall mean the Von Braun Center located in Huntsville, Alabama.
4. "HMCBA" and/or "Show Management" shall mean the Huntsville Madison County Builders Association, Inc., which owns, produces, and manages the Show.

C. Contract: By signing the Application and Contract for exhibit space, Exhibitor agrees to abide by these Terms, Conditions, Rules & Regulations and all amendments thereto and decisions of Show Management. The Application for Exhibit Space becomes a binding contract between the HMCBA and Exhibitor upon acceptance by HMCBA.

D. Character of Exhibit: It is understood and agreed by the Exhibitor that the Show is undertaken by HMCBA primarily for the education of consumers and HMCBA members who represent all phases of the building industry. To this end, the Exhibitor agrees as follows:

1. To exhibit only products manufactured or distributed by the Exhibitor in the regular course of its business, comprising materials, equipment, apparatus, systems, services, and other component products pertinent to the building industry.
2. To display such products or services in a tasteful manner which is intended to describe and depict the advantages of using such products or services.
3. That due to the great number of companies exhibiting similar or related product lines, Show Management cannot guarantee that a company exhibiting similar products (including a competitor of Exhibitor) will not be located in a nearby or adjoining booth space. Show Management Reserves the Right: 1. To prohibit any exhibit or part thereof which, in its sole opinion, violates this Contract or in any other way, is not suitable to, or in keeping with, the character and spirit of the Show. 2. To close an exhibit which, in its sole opinion, violates this Contract during the course of the Show. 3. To refuse to permit an Exhibitor which, in its sole opinion, violates this Contract to participate in one or more future HMCBA's Shows by reason thereof. To change the floor plan including, but not limited to aisle spaces, without notice, in order to comply with fire, safety, and accessibility regulations or to provide, in its exclusive judgment, a safer, more satisfactory, attractive, and successful Show.
4. Cash & Carry exhibitors must note all products being sold. Any products not listed on the contract upon submission will be prohibited.
5. To terminate or interrupt Exhibitor's use of or access to the space as a result of or arising from information possessed or threat(s) received by Show Management or the Facility concerning an imminent danger to any part of the Facility or any occupant or guest therein or in any property immediately adjacent thereto, and Show Management shall not be responsible for, nor have any liability arising from any such termination or interruption of Exhibitor's use of or access to the space. Show Management has absolute discretion to exercise these rights. Provided, however, that the imposition by Show Management of any one or more of the above actions shall not limit in any way other remedies available to Show Management provided elsewhere in this Contract or provided by law.

E. Exhibit Rules & Regulations: In order to provide a well-balanced, well-regulated, attractive, and successful Show, no exceptions to the following rules will be permitted. Show Management reserves the right to enforce strict compliance with these Rules and Regulations.

- a) Booth Size - All booths are 10 x 10 unless indicated otherwise. A minimum of 100 square feet. All space is sold in increments of 100 square feet. A maximum of 1,000

square feet of contiguous space will be allowed (10 booths) unless special arrangements are made with HMCBA.

- b) Any company with separate non-contiguous locations will be charged based on the number of booths at each individual location and not on the total number of booths.
- c) Sides & Back of Booth - The sides of each booth cannot exceed 4 feet high and may not extend more than 5 feet from the back wall unless approved otherwise prior to setup. Display fixtures over 4 feet in height must be confined to the back half of the booth. The sides and back of the booth must be “finished” if visible to the public. Display panel backing over 8 feet in height may not bear the exhibitors logo or any other commercial markings that might infringe upon adjacent exhibits. The exhibit must fit within the confines of the booth space and cannot extend into adjoining booths or aisles or disturb booth drapes.

3. Complimentary Tickets-HMCBA Member exhibiting firms will receive THREE (3) complimentary admission tickets per booth up to a maximum of 10 as a membership benefit. Non-HMCBA member exhibiting companies are entitled to ONE (1) complimentary admission ticket per booth up to a maximum of 6.

4. Booth Fee Includes - The booth fee entitles the exhibitor to booth drapes (8 feet in height in the rear and 3 feet in height on the sides) and one sign listing the company name and booth number(s). Any other equipment needed (i.e., tables, chairs, electricity) are the participant’s responsibility and must be contracted with the exhibit service provider. Exhibitors will be provided with order forms which can be mailed directly to the exhibit service provider.

5. Payment, Deposits & Cancellation - A deposit of 50% is required to reserve space and must be paid with the completed exhibit space application; deposits are non-refundable. The balance is due and payable by July 5, 2024. After July 5, 2024, no deposits will be accepted and payment must be made in full for booth space. If the Exhibitor fails to make payment as required by this Contract or cancels such exhibit space after July 5, 2024, it shall forfeit all monies paid and all rights in and to the use of the contracted exhibit space. In such case, the Exhibitor shall have no right to a listing in the Official Exhibit Guide, exhibitor badges, or any other exhibitor privileges as outlined in this contract and as otherwise may be adopted by the HMCBA. The HMCBA shall have the right to dispose of the released space in such way as it may consider in its interests (including re-sale of such exhibit space without any liability on the part of the HMCBA). Exhibit space is not considered reserved until the Exhibitor receives written confirmation of space from the HMCBA.

6. Subletting Space - Exhibitor shall not assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall Exhibitor exhibit therein any other goods, apparatus, material, or service that is not manufactured or distributed by the Exhibitor in the regular course of its business, this includes services the Exhibitor may subcontract out to another party. If it is necessary to use the equipment or service of another party, no advertising of that equipment or service may be displayed unless they are also exhibiting in the Show.

7. Booth Sales - Although there is no advance limit on the number of booths an Exhibitor may purchase, the HMCBA has the right to limit the number of booths if demands so require. Due to

the great number of companies exhibiting similar or related product lines, the HMCBA cannot guarantee that a company exhibiting similar products (including a competitor of Exhibitor), will not be located in a nearby or adjoining booth space. HMCBA reserves the right to limit the number of “like” product displays as it deems necessary.

8. Exhibiting Firms must be a member of the HMCBA or, if not, their product(s) and exhibit must be directly related to the building industry or home-related products in order to be eligible to participate. The HMCBA reserves the right to refuse to sell exhibit space to any company.

9. Exhibitors must have a legitimate exhibit in booth areas. Exhibitors are not allowed to set up with only one table and sign to solicit names and prospects. All booths must have representatives in their booth(s) during all Show hours.

10. Right to Modify - The HMCBA reserves the right to refuse to sell exhibit space and to bar, move, modify exhibits, or portions thereof, which in its discretion are deemed objectionable or in poor taste. Exhibitor agrees to make changes as directed by the HMCBA as soon as notified. Failure to do so will result in the removal of the exhibit, or portions thereof, by the HMCBA. Any costs incurred will be at the expense of the Exhibitor. HMCBA reserves the right to change the layout of any booths, at any time, as may be deemed necessary.

11. Sound Equipment, Music & Product Demonstrations - The use of loudspeakers, recording equipment, television sets, radios, operating machinery, or any other apparatus which is of sufficient volume to annoy neighboring exhibitors will not be permitted. Exhibitors using audio systems and/or live entertainment must keep amplification at a conversational level. Failure to do so will result in the immediate discontinuation of all amplification. The use of speakers will be permitted only if they are within the confines of the Exhibitor’s contracted exhibit space and facing inward and not toward the aisles. Adequate sound insulation must be built around the speakers to assure non-interference with neighboring exhibitors. The sound from any and all audio presentations, equipment demonstrations, or any other booth activity must not spread beyond the immediate area of the display. Stages or exhibition areas, if used in exhibits, must face the inside of the booth in order to prevent the audience from blocking the aisles. In any event, Exhibitors planning the aforementioned demonstrations must plan them in such a way that the attendees watching the demonstrations do not block the aisles. All these regulations will be strictly enforced. Failure to comply with these regulations can result in HMCBA suspending the use of the Exhibitor’s amplification equipment or shutting down power to all or part of the booth. Alarm systems cannot be activated during show hours. All uses of recorded music must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI), and any other agency responsible for licensing such music. Recorded music includes, but is not limited to, records, tapes, compact disks, videotapes, or computer presentations with either featured or background music.

12. Exhibitor Signs & Banners - All exhibits must be clearly identified with the company name.

- a) The sign provided by the HMCBA must be used unless the exhibiting company name is clearly visible.
- b) All signs & banners must be professionally made.

- c) Absolutely NO Electronic Signage will be permitted.
- d) Banners may be hung above the confines of the exhibitor's booth as long as they are 2 feet shorter than the width of the booth and do not exceed 5 feet in height.

Banners:

- a) Must have a metal grommet every 3 feet or a stitched sleeve.
- b) Must be 2' less than your booth is wide.
- c) Must not exceed 5' in height.
- d) Can not be held together with glue.
- e) Must be clean and presentable.

13. Assumption of Risks and Release - Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the FH&G Show, including, without limitation, all risks of theft, loss, harm, damage, or injury to the person (including death), property, business, or profits of Exhibitor, whether caused by negligence, intentional act, accident, an act of God, or otherwise. The exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. The HMCBA does not accept responsibility, nor is a bailment created, for property delivered by or to the Exhibitor. Nor shall the HMCBA be liable for, and Exhibitor hereby releases HMCBA from, and covenants not to sue any of them with respect to, any and all risks, losses, damages, and liabilities described in this paragraph.

14. Exhibitors are responsible for any damage or claim of damage to the Von Braun Center facility or any other exhibitor arising directly or indirectly from the use of their booth, including clean-up, repair, or cost of defending a claim for damage.

15. Exhibitors Badges - Five(5) exhibitor badges will be issued at no charge per booth up to a maximum of 10. No other badge will be accepted for admittance (i.e. company name badge). In the event an exhibitors' badge is forgotten or lost, the representative will be charged \$5.00 for a new badge. All Non-Member Exhibiting firms must pay for any additional badges at the time of the request. Billing for badges is not an option.

16. Actual occupancy of the Exhibitor's exhibit space by the Exhibitor is required. If the Exhibitor does not occupy the exhibit space by Friday, August 23 at 3:00 pm, HMCBA may occupy or cause said space to be occupied as it may deem best for the interest of the Show without in any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of an Exhibitor (such as badges, exhibitors lounge, etc.) will be revoked. All exhibitors/displays must remain staffed and fully intact until 5:00 pm, Sunday, August 25, 2024. Premature dismantling of and/or failure to fully staff said space during the entire Show will result in sanctions being levied and/or refusal to exhibit/participate in future Shows.

17. A maximum of four (4) representatives per booth is allowed during public viewing hours (i.e., one booth = 4 representatives; two booths = 8 representatives, etc.).

18. Smoke and/or fog-producing machines may not be used at any time.
19. Live animals of any kind (excluding Service Animals) are not allowed on the exhibit floor.
20. Dispensing or serving of beverages or food from the booth must be done in accordance with the Facilities Rules & Regulations.
21. Fire extinguishers are required for all covered exhibits. (10 lb ABC, must be tied off & visible)
22. No cutting of wood or other materials inside the VBC at any time.
23. No mixing of any substrate shall be allowed on site.
24. No tents are allowed.
25. The following conduct and activities are prohibited and at the sole discretion of Show Management, may result in termination of the Exhibitor's Contract, and the refusal of applications to participate in any or all future HMCBA Shows:
  - a. The issuance of a bad check to HMCBA or to any HMCBA affiliate or subsidiary.
  - b. The failure to timely pay any amount due to HMCBA or to any HMCBA affiliate or subsidiary.
  - c. The demonstration of financial insolvency, either personally or by one's business entity; failure to pay creditors; declaration of bankruptcy.
  - d. Criminal activity, including convictions of fraud, crimes of violence, crimes of moral turpitude, any felony, or a sexual offense that results in registered sexual offender status in any jurisdiction.
  - e. The failure to maintain acceptable decorum at the Show including but not limited to intoxication, substance abuse, possession of illegal substances, theft, vandalism, sexual harassment, threats, or violent act toward others.
26. Liability Insurance - Exhibitors are responsible for adequate coverage of their booth contents. The HMCBA nor the VBC is not responsible for any loss or damages. A certificate of liability insurance must be presented to the HMCBA prior to move-in naming the HMCBA and VBC as insured parties.
27. Door Prizes/Contests/Giveaways - Exhibitors are encouraged to give away door prizes during public admission days but are not required to do so. No exhibitor will be allowed to use a microphone to give away door prizes. Contests/door prizes/ giveaways must be free of any obligation on the part of the winner. Any door prize/contest/giveaway that requires show attendees to be present at a specific location at a specific time is not permitted. Exhibitor represents that it shall comply with all applicable federal, state, and local laws and regulations and any and all applicable rules of Show Management. Show Management reserves the right to review and approve Exhibitor's rules for any contest, sweepstakes, drawing, or giveaway activity it will conduct at or in connection with the Show.

28. Exhibitor agrees to abide by decisions, rules, and regulations of the HMCBA which may from time to time be formulated, and in the event of any misunderstandings, agree to accept the decision of the HMCBA as final.

29. Any piece of machinery on display that has movable parts must have adequate safeguards to protect the public from injury.

30. The Exhibitor must comply with and be bound by all laws, ordinances, and regulations of the City of Huntsville, State of Alabama, and Madison County, and wherever applicable, of the police and fire departments.

31. Demonstrations and all other activities must be confined to the limits of the exhibitor's booth.

32. Exhibitor Parking - Exhibitors are responsible for any parking fees if choosing to not park in the free parking area if free parking is provided.

33. Booths must be manned at all times during show hours.

F. Indemnification: Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to the HMCBA), and hold harmless the HMCBA, and their respective officers, directors, members, employees, agents, and representatives, from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees, and expenses which result from or arise out of or in connection with: (1) Exhibitor's participation or presence at the Show; (2) any breach by Exhibitor of any agreements, covenants, promises, or other obligations under this Contract; (3) any matter for which Exhibitor is otherwise responsible under this Contract; (4) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (5) any libel, slander, defamation, or similar claims resulting from the actions of Exhibitor; (6) harm or injury (including death) to Exhibitor, its officers, directors, employees, agents, contractors, or guests; (7) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance, or otherwise; (8) any contest, sweepstakes, drawing, giveaway or similar activity by Exhibitor; and (9) Exhibitor's non-compliance or alleged noncompliance with the ADA.

G. Limitation of Liability: Under no circumstances shall the HMCBA be liable for any lost profits or any incidental, special, indirect, punitive or regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder (including labor disputes or demonstrations consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall the HMCBA's maximum liability under any circumstances exceed the amount actually paid to the HMCBA by Exhibitor for exhibit space pursuant to this Contract. The HMCBA makes no representations, or warranties, express or implied, regarding the number of attendees to the Show, or regarding any other matter.

H. Force Majeure: If an event, including but not limited to, acts of God, acts, of any kind, acts of terrorism or other violence, curtailment of transportation facilities, or other emergencies, makes it impossible, illegal, or otherwise inadvisable for the HMCBA or the Facility to provide the facilities or services contracted herein, this Contract shall terminate without further obligation on the part of any party hereto. In the event of cancellation, postponement, or disruption of the Show for any cause beyond the control of the HMCBA, the HMCBA shall have no obligation whatsoever to the Exhibitor. Exhibitor hereby waives any and all claims against the HMCBA for damages or compensation due to cancellation or postponement of the Show pursuant to this paragraph. I. Attendance: The HMCBA markets the Show to the general public and members of the HMCBA but does not guarantee specific volumes or levels of attendees under any circumstances.

J. Right of Entry & Inspection: Show Management or its designees shall retain the right and unfettered discretion at any time to enter the exhibit space occupied by the Exhibitor and to inspect any material distributed or made available in the space.

K. Exhibitor Listings: By participating in the Show, Exhibitor grants to Show Management a perpetual, fully-paid, non-exclusive license to use, reproduce, and display its name, trade name(s), and the name(s) of its product(s) and service(s) in any directory or other listing of Show exhibitors in any and all media, including, without limitation, print and electronic media. In no event shall Show Management be liable for any errors or for the omission of an Exhibitor from any directory or other listing.

L. Soliciting, Catalogs, Souvenirs, etc.: Soliciting, polling, interviewing, etc. in any part of the Facility other than the Exhibitor's booth is strictly prohibited and any person doing so will be required to leave the Facility. Circulars, catalogs, magazines, folders, and any other matter may be distributed only from within the Exhibitor's booth and must be related strictly to the products and/ or services on display or directly available from the individual Exhibitor. The distribution of wheeled carts is prohibited. Distribution from booth to booth or in the aisles is forbidden, and Exhibitors must confine their exhibit activities to their contracted space. Strolling entertainment or moving advertisements outside of an Exhibitor's assigned space is not permitted unless prior approval is granted by show management.

M. Compliance with Laws and Regulations/Fire Inspection: Exhibitor is responsible for being knowledgeable of and in compliance with all applicable federal, state, and local laws and regulations while participating in the Show and any activities in connection therewith, including, but not limited to, privacy and confidentiality requirements. Show Management has no responsibility for the Exhibitor's compliance with applicable laws; compliance with applicable laws is mandatory and is the sole responsibility of the Exhibitor. Exhibitor and all of its service contractors and any other parties exhibiting or working in the Facility must comply with all applicable federal, state, and municipal building and fire codes, and all exhibits must pass Fire Department inspection before the opening date. Any questions regarding specific situations should be referred to the Facility's Event Services Department. This will enable that Department to address any problems prior to the opening of the Show.



N. Photography/Videos: Due to the sensitive nature of new products and unique booth displays at the Show, photography and/or video recording of any booths by any attendee/Exhibitor personnel other than the Official Photographic Contractor for those booths is prohibited. Exceptions shall be made only when advance written permission is obtained from Show Management, from the Exhibitor whose booth/ product is to be photographed/videotaped, and from all individuals to appear in the photograph or video.

O. Installation and Removal of Exhibits: If the Exhibitor or its representative has an outstanding balance of any type payable to HMCBA, it will not be permitted to install or set up its exhibit. Complete details regarding the installation and removal of exhibits are included in the service package which will be available at the Exhibitors Meeting. No exhibits may leave the Exhibition at any time after installation until the final closing of the Show unless special written permission is obtained in advance from Show Management. No exhibits may be removed from the facility until all bills accruing against the Exhibitor are fully paid or credit is approved by the creditor. In case of attachments or other legal proceedings affecting the Exhibit, the Exhibit shall forthwith become the property of Show Management.

P. Americans with Disabilities Act Requirements: Exhibitor agrees to comply with all applicable requirements of the Americans with Disabilities Act, its regulations and guidelines (collectively, the "ADA") and without limiting the foregoing, agrees to construct its exhibit in compliance with the ADA. All of the Exhibitor's workers who may need special assistance or auxiliary aids pursuant to the ADA should contact Show Management immediately.

Q. Security: Security will be provided to patrol during and after show hours. Exhibit hall must be vacated within one-half hour after show closing. No one will be allowed in the Facility except during posted hours for move-in, move-out, and during the show. While security is available during both move-in and move-out hours along with show hours, management is not responsible for theft or damage of property.

R. Product Demonstrations - Companies/exhibitors who perform demos in their booths must purchase enough square footage to provide space within their booth for consumers to watch or participate in demos. Consumers can not watch the demos from the aisle. S. Amendments/Additional Rules and Regulations: Any and all matters pertaining to the Show that are not specifically addressed in this Contract shall be subject to determination by Show Management at its sole discretion. Show Management shall have full power in the interpretation and enforcement of all matters contained herein, and the power to make, from time to time, such reasonable amendments thereto and such further rules and regulations as it shall consider necessary or desirable for the proper conduct of the Show. Any such additional rules and regulations are an integral part of this Contract and hereby are incorporated into this Contract by reference. Exhibitor shall adhere to additional rules and regulations once they are communicated to Exhibitor and in the event of any misunderstanding, agree to accept the decision of the

HMCBA as final. This Contract, including any additional rules and regulations, states the entire agreement of the parties with respect to its subject matter