

2025 CNY Home & Garden Show
EXHIBIT SPACE RESERVATION AGREEMENT — TERMS AND CONDITIONS

The following Terms and Conditions apply to the Exhibit Space Reservation Agreement ("Agreement") for the Home & Garden Show ("Show") sponsored by Home Builders & Remodelers Association of Central New York, Inc. ("Association"). By signing the Agreement, Exhibitor acknowledges having read these Terms and Conditions and Exhibitor agrees these Terms and Conditions are a material part of the Agreement.

1. ELIGIBLE EXHIBITS. The Association reserves the absolute right to decline, limit, or prohibit any products, services, giveaways, contests, exhibits, or portions thereof, and to permit only such matter of conduct as shall be deemed to be in the best interest of the Association and its members. The Association further reserves the right to reject any application and/or to limit the space assigned to any Exhibitor, including the right to cancel any Agreement if the Association determines, in its sole discretion, such action is in the best interest of the Association and its members. Upon the cancellation of any Agreement, the Association shall refund any deposit and/or funds of the Exhibitor without interest or penalty. Upon making such a refund, the Association shall be released from any further obligation to the Exhibitor with respect to the Show.

2. LIMITATION OF LIABILITY. Exhibitor hereby waives the right to assert any claim against the Association, its members, officers, directors and employees, as well as the Show Sponsors or the owner of the Show venue (collectively "Indemnitees"), including claims for loss, theft, damage or destruction of goods, or for any personal injury to any employees, laborers, agents or invitees of Exhibitor that occurred at any time during the setup, operation, and/or move out stage for the Show, absent a showing of gross negligence or intentional act by the Indemnitee. To the fullest extent permitted by law, Exhibitor agrees to indemnify and hold harmless each of the Indemnities against any and all claims of any person, whether or not affiliated with Exhibitor, and all costs associated with the defense of any such claims, including reasonable attorneys' fees, arising out of acts, omissions or negligence of Exhibitor, its employees, agents and invitees.

3. GENERAL LIABILITY & AUTO LIABILITY INSURANCE.

(a) Throughout the period that Exhibitor participates in the setup, operation and move out stage for the Show, the Exhibitor shall maintain comprehensive general liability insurance with limits of insurance not less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate to protect their interests and the interests of the Association. Exhibitor shall also maintain motor vehicle liability insurance with limits of at least \$1,000,000 for each accident, which must include coverage for liability arising out of all owned, leased, hired and non-owned motor vehicles for the full duration of the Show. At least ten days prior to the commencement of the Show, Exhibitor shall provide proof of these insurance coverages by way of written Certificate of Insurance, Binder or other writing subscribed by the insurance company or its agent attesting to such coverage. All insurance coverage shall provide Additional Insured Coverage on a Primary & Non-Contributory Basis to "Home Builders and Remodelers of Central New York, Inc.", as well as the "New York State Department of Agriculture & Markets." A copy of the Endorsement must be provided to the Association prior to Exhibitor setting up for the Show.

(b) Exhibitor agrees to waive any right to claims of subrogation and the Exhibitor shall cause its insurer(s) to waive the right to make any claims of subrogation. This waiver of subrogation includes claims or right to claims against the Association, and its insurers for recovery of loss or damages to the extent such damages or loss are covered, or should be covered, by the insurance required of the Exhibitor in this Agreement or any other insurance procured by the Exhibitor which is applicable to the Agreement. This waiver of subrogation shall be provided by specific endorsement if the policy itself does not otherwise provide the required language to this effect. Exhibitor shall notify the Association in writing prior to the commencement of the Show if the waiver of subrogation is provided by specific endorsement and Association has the right to request and receive a copy of said endorsement as evidence of the waiver.

(c) Upon request from the Association, the Exhibitor shall provide the Association with any certificate of insurance, coverage provision, or certified copy of any insurance policy required of the Exhibitor under the terms of this Agreement. Insurance policies required by this Agreement shall contain a provision/endorsement that coverages afforded under these policies will not be cancelled, amended, or allowed to expire until the Show has concluded, the Exhibitor has vacated the Exhibit space, and given notice of same to the Association.

(d) Exhibitor also agrees to carry Worker's Compensation Insurance, including coverage for statutory NYS Disability and Paid Family Leave, and to provide Association with proof of such coverage by providing a Certificate of Insurance and a waiver of subrogation.

4. PAYMENT. Your 50% non-refundable deposit is due **within 5 business days** of your submitted contract, to secure your booth space. Your total amount due is subject to change if the incorrect dimensions were checked or items excluded on the submitted contract – you will be contacted in such a case. **Final payment is due in full no later than December 1, 2024.** Should payment not be received you will lose your booth space & forgo your deposit and any payments made.

Those booking after January 1, 2025, will need to submit full payment within **5 business days** of the contract submittal.

5. CANCELLATION OR WITHDRAWAL. In the event Exhibitor cancels, withdraws, or otherwise fails to participate in the Show without the prior written consent of the Association, Exhibitor shall remain responsible for full payment of the booth space fees set forth in the Agreement, plus any costs incurred by Association for collection of such fees, including reasonable attorney's fees.

6. TERMINATION OF SHOW. If the Association determines, in its sole discretion, the premises where the Show is to be held have become unfit for occupancy, or if the premises are materially interfered with by reason of strike, embargo, injunction, act of war, act of God, global pandemic, any other health emergency or event, this Agreement may be terminated by the Association. In addition, the Association reserves the right to terminate or cancel the Show at any time prior to 30 days before the opening date, for any or no reason. In any of these events, notice shall be provided to the Exhibitor within five (5) business days after the decision to terminate has been made via mail, email, facsimile, or any other reliable method of communication. Upon any such termination or cancellation of the show, the Association shall refund any deposits or payments made by Exhibitor, less a reasonable deduction for overhead expenses incurred by Association, and such refund shall be deemed a full and complete release of the Association for any fees paid as well as for any damages or liabilities incurred or suffered by the Exhibitor as a result of such termination or cancellation.

7. OTHER CONDITIONS.

(a) Exhibitor agrees to adhere to Show guidelines per the Exhibitor manual. The Exhibitor manual will be posted on the Association website at HBR CNY.com or available upon request from the Association office. The Exhibitor shall not assign, sublet, or apportion its allotted exhibit space for the Show, in whole, or in part, nor display any goods or services other than those manufactured or sold by the Exhibitor in the regular course of business.

(b) Exhibitor agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, licensing, and copyrights governing the Show, the Show venue, and the parties hereto.

(c) Exhibitor agrees to report to the Association office prior to any exhibit set-up.

(d) Exhibitor agrees to all exhibit height restrictions per the Exhibitor manual.

(e) Exhibitor agrees that all exhibit decorations will be fireproofed.

(f) Exhibitor agrees to not use microphones, amplification, or noisemakers.

(g) Exhibitor agrees to submit the names, addresses and phone numbers of all space prizewinners by the close of the Show and award prizes within one week. All contact, mailing or telephone lists generated as a result of such raffles, drawings, or contests are for the exclusive use to the Exhibitor, which conducts the same. Exhibitor agrees that such information or lists will not be given, sold, or transferred to any other firm, individual or third party.

(h) Exhibitor agrees not to dismantle nor remove any part of his exhibit until after the closing hour of the Show and Exhibitor acknowledges that by doing so, additional fees may be assessed. Exhibitor agrees to always maintain personnel in their assigned space during Show hours and maintain that space in good order and surrender such space in the same condition as it was at the commencement of occupancy, ordinary wear expected.

(i) Exhibitor agrees to pay for any extraordinary trash removal costs resulting from construction and/or removal of his/her display.

(j) No Exhibitor vehicles, large equipment, or free-standing signage are to be displayed on the Show floor without prior approval from the Association.

(k) Exhibitor agrees that the failure or refusal to comply with these Terms and Conditions and other reasonable instructions from the Association regarding the Exhibitor's conduct during the Show may result in forfeiture of monies paid or due, loss of rights to space, and application of trespass.

(l) Exhibitor understands it shall be liable for any additional costs and expenses incurred by the Association resulting from the Exhibitor's failure to dismantle and remove Exhibitor's property from the exhibit space when requested or otherwise required to do so.

(m) Exhibitor agrees not to share any membership, verification, and or discount codes provided to them by the Association without the Association's consent. Exhibitor understands the use of any membership, verification, and or discount codes not issued to them by the Association is prohibited and may result in the cancelation of the agreement.

(n) Exhibitors may only be eligible for Membership Pricing is only available to HBR of CNY members that are currently active and other privileges

