



# exhibitor application & agreement

16th annual show dates:

February 26-28, 2010

John S. Knight Center • Akron, OH



Firm Name \_\_\_\_\_  
 Your Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_  
 Today's Date \_\_\_\_\_

## products & services to be exhibited

You must complete this portion of the form for agreement to be binding. Products and services are subject to management approval.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(only products, items and services listed above may be displayed and/or sold)

PREFERENCE	BOOTH #	SQ. FT.	RATES
1st Choice	_____	_____	\$7.75 per sq. ft.
2nd Choice	_____	_____	Corners are an additional \$50 each
3rd Choice	_____	_____	<b>Applicant must pay 50% (to the nearest dollar) of total space cost as down payment to accompany returned application. Balance is due January 1, 2010.</b>
Total Sq. Ft. of Space	_____	_____	Instructions on <b>downloading</b> the Exhibitor Kit with information about move-in, move-out, purchasing electrical, parking passes and other show regulations will be mailed the second week of January 2010. Exhibitor information and requirements can be accessed online at <a href="http://www.akronhomeandflowershow.com">www.akronhomeandflowershow.com</a> under <b>Exhibitor Info</b> .
Cost Per Sq. Ft.	_____	\$ _____	All booths are encouraged to have floor coverings and must be professional in appearance.
<b>Subtotal:</b>	_____	\$ _____	
Add \$50 for _____ Corner Space(s)	_____	\$ _____	
<b>TOTAL EXHIBIT SPACE COST:</b>	_____	\$ _____	

**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. Contract/Agreement will take effect when each party has a copy of this document signed by the other and down payment (or full payment) has been received by the Greater Akron Home Builders Promotions Inc. 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. This agreement is not binding unless it is signed by an official of the show's producer, Greater Akron Home Builders Promotions, Inc.

Delivery of this application or other promotional literature does not bind Greater Akron Home Builders Promotions Inc. to lease to any person. Any binding obligation to lease exhibition space is subject to full execution of this agreement by applicant and Greater Akron Home Builders Promotions Inc. 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 Greater Akron Home Builders Promotions Inc.

Applicant's Signature \_\_\_\_\_ Also Print Signature \_\_\_\_\_

Enclosed find check no \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ as 50% down payment of exhibit space OR charge credit card  
 VISA/MASTERCARD \_\_\_\_\_ Exp \_\_\_\_\_ crv#(3 digits on back) & billing zip: \_\_\_\_\_  
 Name of Cardholder \_\_\_\_\_

Make Checks Payable to: **GREATER AKRON HOME BUILDERS PROMOTIONS INC., 799 White Pond Dr., Akron, OH 44320**  
 for additional information, contact us at:  
 phone: 330-869-6800 • toll free: 800-783-9589 • fax: 330-869-5506 • email: [info@akronhomeandflowershow.com](mailto:info@akronhomeandflowershow.com)

### FOR GREATER AKRON HOME BUILDERS PROMOTIONS INC. OFFICE USE ONLY

Total Space Cost \_\_\_\_\_  
 Deposit with Application \_\_\_\_\_  
 Method \_\_\_\_\_ Date \_\_\_\_\_  
 Balance \_\_\_\_\_  
 Final Payment \_\_\_\_\_  
 Method \_\_\_\_\_ Date \_\_\_\_\_  
 Balance \_\_\_\_\_

In witness whereof, this Agreement/Contract is executed in duplicate by both parties, either copy of which may serve as the original, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*NOTE: Upon acceptance in writing of this application by Show Management and mailing or delivery of the signed copy hereof to Exhibitor, this Agreement shall become a binding and enforceable contract between the parties.*

**We have reserved for your use the space indicated below**

Booth Number(s): \_\_\_\_\_

**ACCEPTED FOR 2010 HBA AKRON HOME & FLOWER SHOW BY:**

Size of Space: \_\_\_\_\_ ft. x \_\_\_\_\_ ft= \_\_\_\_\_ sq. ft.

For which you agree to pay \_\_\_\_\_ to display and/or sell  
 ONLY the products or items listed above in your application

\_\_\_\_\_  
 Susan Ralich, Greater Akron Home Builders Promotions Inc.

# terms of agreement

**1. PAYMENTS AND TERMINATION OF AGREEMENT.** If the terms of booth payment as set forth in this agreement are not met, the rights of the exhibitor to the space shall cease and terminate. Upon cancellation of space by Greater Akron Home Builders Promotions, Inc. and/or exhibitor up to three months prior to show opening, 2/3 payment will be refunded. From three months prior through 12/31/09, 1/2 will be refunded. After January 1, 2010, no refunds will be made for any reason.

**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 screw 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 Greater Akron Home Builders Promotions, Inc. (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 Greater Akron Home Builders Promotions, Inc. 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 Greater Akron Home Builders Promotions, Inc. 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 Greater Akron Home Builders Promotions, Inc.

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.** Greater Akron Home Builders Promotions, Inc. 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 Greater Akron Home Builders Promotions, Inc. 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 Greater Akron Home Builders Promotions, Inc., 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 Greater Akron Home Builders Promotions, Inc.

**6. REJECTION OF APPLICANTS AND EXHIBITORS.** Greater Akron Home Builders Promotions, Inc. 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.** Greater Akron Home Builders Promotions, Inc., 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.

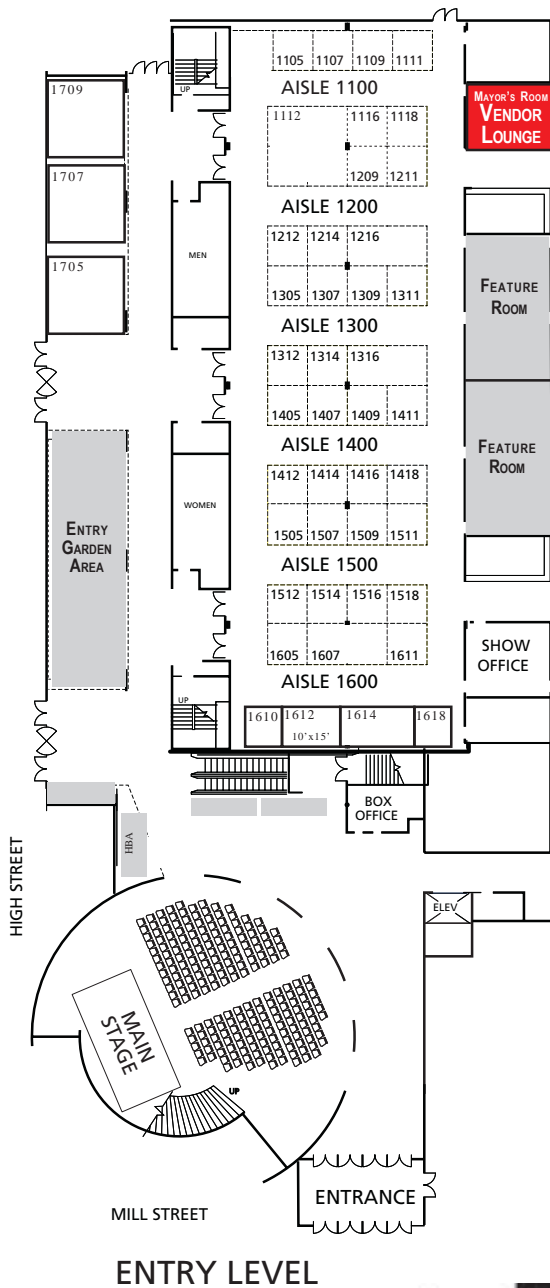
Security guards will be on hand during the show and move-in and move-out periods, and Greater Akron Home Builders Promotions, Inc. and facility personnel will take all reasonable precautions to safeguard exhibitor's property; however, neither Greater Akron Home Builders Promotions, Inc. nor the facility 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 Greater Akron Home Builders Promotions, Inc. 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.

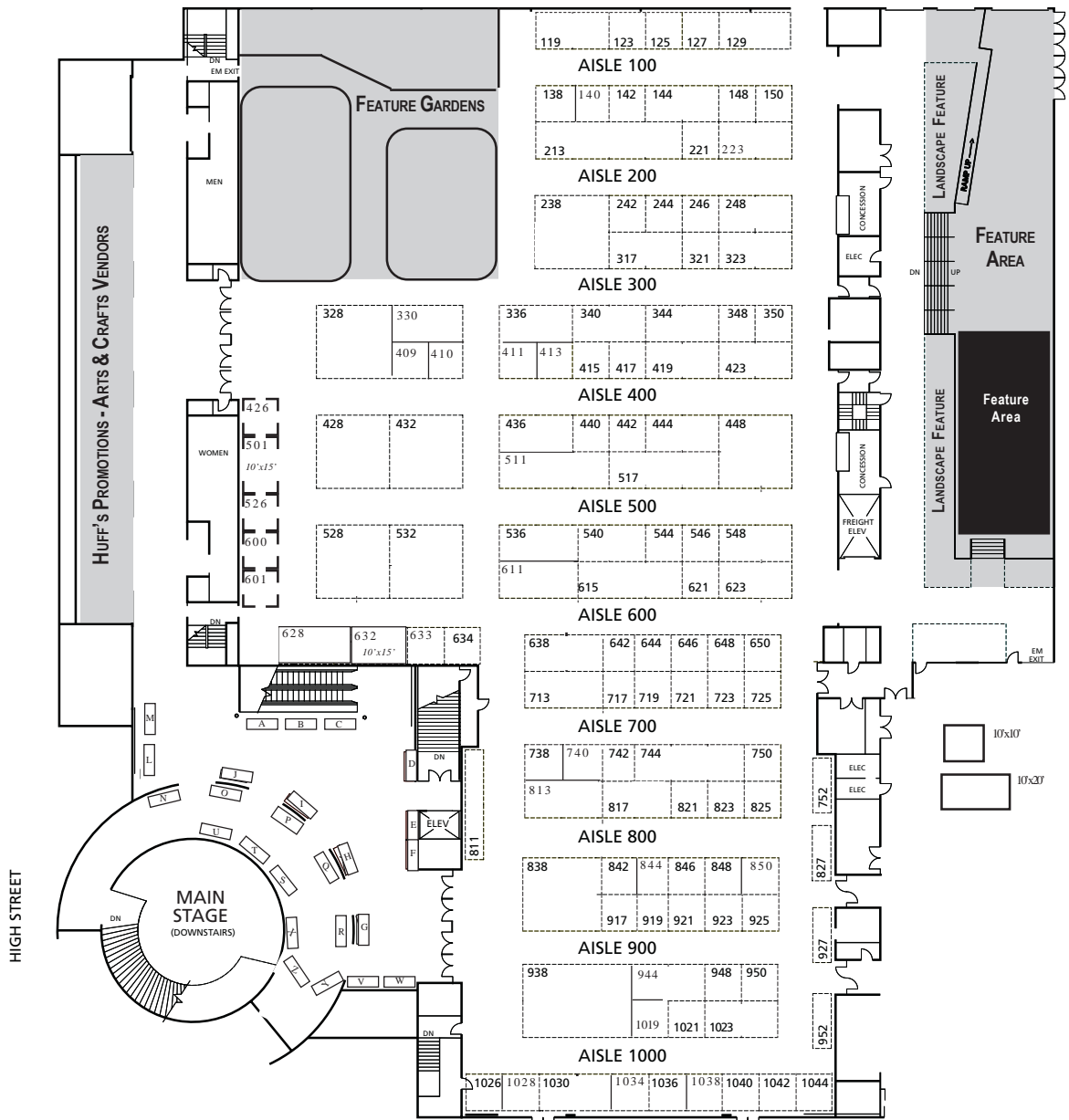
**9. CANCELLATION OF SHOW.** If the facility should be destroyed by fire or is a strike makes it impossible for Greater Akron Home Builders Promotions, Inc. to permit an exhibitor to occupy the premises, the exhibitor shall pay for the space only for the period in which the space was occupied. Greater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

If any other event or circumstance not caused by Greater Akron Home Builders Promotions, Inc. 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, Inc. shall be considered to be satisfied and there shall be no refund to the exhibitor.

**9. PLANT/GARDEN MATERIALS.** Each vendor is encouraged to include some type of greenery, either live or silk in their booths (i.e. trees, plants, flowers etc.) to help in carrying the garden theme throughout the entire show. These items may be part of the plant sale on the last day of the show.



ENTRY LEVEL



UPPER LEVEL



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