

Anderson Home and Garden Expo

Rules and Regulations

PURPOSE: A prime purpose of the Home Builders Expo is to educate and make the aware of products and services available by and related to the housing industry. Exhibitor agrees to install an attractive and educational display of its products or services. The prestige and integrity of the Expo depends upon the quality and responsibility of the Exhibitor. Accordingly a review inspection is made of all Exhibitors who are in the Expo. The Home Builders Association of Anderson (hereinafter "HBAA") re-serves the right to refuse any exhibit, or any Exhibitor, or any Exhibitor's employee, which who, in the sole opinion of the HBAA, display and/or conduct is not in the best interest of the Expo. Furthermore, the HBAA may, at any time, without assigned cause and without notice, cancel this Agreement and remove the Exhibitor, his agents and property from the building; in the event the Exhibitor fails to do so promptly upon the direction from the HBAA. It is noted that the HBAA has organized, designated a Home & Garden Expo committee and has authorized the committee and the HBAA Executive Officer to administer fully these Regulations and the Expo in general.

LIBABILITY: Neither the HBAA, the employees of the HBAA, the City of Anderson, the County of Anderson, the owners of the Civic Center of Anderson, their representatives, the management or the Home & Garden Expo staff will be responsible for any injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees or property during, or after the period of this contract. Upon receipt of this contract, the exhibitor releases the forgoing parties from all such claims for loss.

AMENDMENTS: The Expo Management has full power to interpret and amend the Expo rules. If the Expo Management determines that, in the best interest of the Expo, new rules are needed, it shall reserve the right to change or amend these rules.

EVENTUALITIES: In case the exhibition hall shall be destroyed by fire, or the elements, or by any other cause, or if any other circumstances makes it impossible for the Management to permit the contracted space to be occupied by the exhibitor, this lease will terminate and the exhibitor waives any claim for damages or compensation except the prorated return of the amount paid for space rental.

LICENSES: The exhibitor must obtain any Federal, State, County, or City licenses, inspections, or permits required by law at their own expense before the opening of the Expo.

BOOTH CONSTRUCTION: Exhibitor agrees to arrange a display so as not to obstruct, view or mar the general harmony of the exposition. **Maximum height, including signage, is twelve (12) feet.** Exhibitors choosing to use the standard booth equipment provided (rather than a custom built display) will receive a drape suspended on supports, eight (8) feet high at the back and 42 inches high on each side. Each booth is 10' x 10'. Each exhibitor is entitled to a reasonable sighting from the aisle; therefore, **the front two (2) feet of exhibit space must not have any equipment or display material over 42 inches high.**

The exhibitor shall not attach any material to walls, curtains, ceilings, doors, columns, floors, or railings with nails, tacks, screws, or any or material, except approved brands of double-faced cloth tape. No paint, tape or tape residue should remain on the Expo floor after move-out is completed. Proper precautions should be taken to prevent damage (either structural or aesthetic) occurring to any surfaces. The exhibitor is responsible for any defacement or injury to the premises caused by their exhibitors or representative.

Heavy materials or equipment shall not be dragged, skipped or rolled over the floors, but will be carried or moved on wheels of such size and type that will not cause scratches or mars not re-movable by ordinary routine cleaning methods.

All bark, plantings, water fountains, etc. Should have waterproof plastic material underneath, or watertight pans. No water displays permitted on carpeted area.

FIRE REGULATIONS: No flammable or explosive materials will be permitted for decoration, display, or use within the building. All fabric used for display materials must be fire retardant. All vehicles, lawn equipment with batteries and/or fuel operated equipment must have the batteries disconnected and gas caps taped shut. For further information see Fire Regulations in Exhibitors Manual.

NONPAYMENT: IF EXHIBITOR FAILS TO MAKE PAYMENTS FOR THEIR BOOTH(S) OR FOR ANY SERVICES ORDERED, THE EXHIBITOR WILL NOT BE PERMITTED TO SET UP. Furthermore, if

a: the exhibitor fails to comply with the Expo Rules and Regulations, it
b: may result in the HBA immediately canceling exhibit space for future Expo dates. Returned checks will be assessed a \$35.00 return check fee. If the returned check is not satisfied after the proper written notice has been delivered, the HBAA will issue a warrant against the person who signed the check.

CANCELLATIONS: It is understood and agreed that in case the HBA shall fail to open the Expo, as herein provided, or to furnish the space to the Exhibitor herein described, or comparable space as herein described, it will refund to the Exhibitor all sums paid hereunder, which shall be in full all sums as liquidation of all loss or damage suffered by the Exhibitor. Exhibitors/Vendors canceling their lease agreement will forfeit all sums paid to the HBAA.

PERSONNEL: Booths must be manned at all times during Expo hours. This applies to community service sponsored booths as well.

UNOCCUPIED SPACE: Exhibitors who fail to occupy their booths by 9:00 PM the Wednesday before the opening of the Expo, the HBA shall have the right to rent the space to any other applicant without releasing the exhibitor from paying the sum owed as agreed upon in the contract. **SPACE RE-ARRANGEMENT:** The Management reserves the right to rearrange the floor plan, to make adjustments of space allotments, and to relocate any exhibits necessary for the best interest of the Expo.

LIMITED JANITORIAL SERVICES: Those services furnished include janitorial services (aisles only) and general lighting, all within the limits of the facilities of the building.

SIGNAGE: A professional sign shop must make all signs used by the Exhibitor. The Expo Management will ask the exhibitor to remove any signs from his booth, which look amateurish and detract from the dignity and refinement of the Expo. However, the exhibitor must keep all sound at a level that will not disturb neighboring exhibits. If a complaint is made to Expo Management from a neighboring exhibitor, the Expo management will ask the offending producer to correct the volume. Failure to do so entitles the HBAA Expo Management to cancel the Exhibitor's lease and remove the exhibit from the Expo, at the Exhibitor's expense.

DIRECT SALES AT THE EXPO: Exhibits are for display purposes; however sales will be allowed at the Expo if Expo Management has been informed in writing. Expo Management must be advised concerning item(s) to be sold and price(s) of item(s) to be sold. In addition Exhibitor must obtain appropriate licenses for conducting sales at the Expo.

SOUND CONTROL: Sound-emitting equipment will be permitted;

MOVE IN & EXHIBIT BREAKDOWN: Exhibit rows 100 through 511 are scheduled to move-in for set-up starting at 8:30 AM until 1:00 PM on the Wednesday prior to the Expo opening. All remaining rows numbered 601 and above are scheduled to begin after 2:00 PM TILL 9:00 PM. All Exhibitors may finish detailing their booths on Friday morning up to 1 hour prior to the Expo opening. **ALL EXHIBITORS ARE REQUIRED TO HAVE THEIR BOOTH(S) COMPLETE AND SET UP BY 3:00 PM ON THE THURSDAY BEFORE THE OPENING OF THE EXPO, AT WHICH TIME ALL EXHIBITORS WILL BE REQUIRED TO EXIT THE CIVIC CENTER BUILDING FOR PREVIEW PARTY CLEAN UP AND FIRE MARSHALL INSPECTION. NO MOVE-INS OR SET-UPS ARE PERMITTED AFTER 12:00 NOON ON OPENING DAY OF THE EXPO. NO EXHIBIT, OR PART OF AN EXHIBIT, MAY BE RE-MOVED UNTIL AFTER THE 5:00 PM CLOSING HOUR ON SUNDAY. BREAK DOWN WILL REMAIN OPEN ON SUNDAY UNTIL 9 PM. MONDAY BREAKDOWN WILL BEGIN AT 8:30AM TILL 12:00 NOON THE MONDAY FOLLOWING THE EXPO. AT NO TIME WILL ANY VENDOR OR EXHIBITOR BE PERMITTED TO LOAD IN OR OUT ANY PART OR PORTION OF THEIR DISPLAY OR MATERIALS USED FOR THE EXPO THROUGH THE FRONT LOBBY OR ATRIUM DOORS. ALL LOADING IN OR OUT WILL BE DONE THROUGH THE REAR DOORS IN THE BACK OF THE BUILDING.**

AISLES: The aisles, passageways and overhead spaces remain under the control of the Expo Management. No signs, decorations, banners or advertising materials will be allowed in these areas without consent of Expo Management. The exhibit must not protrude into the aisle, and all exposed walls must be covered. The Exhibitor must restrict his activities to within the limits of his exhibit space.

PARKING: NO PARKING BEHIND THE CIVIC CENTER! THIS AREA IS A DELIVERY-LOADING ZONE! THIS AREA WILL BE PATROLED & STRICTLY ENFORCED — AFTER YOUR DELIVERY, PARK YOUR VEHICLE IN THE MAIN PARKING LOT. VEHICLES LEFT UNATTENDED WILL BE TOWED AT OWNER'S EXPENSE — NO

EXCEPTIONS! FREE parking is available in all lots at the Anderson Civic Center. We request that ALL exhibitors please park in the rear of the MAIN parking lot, giving greater access for our Expo attendees in the front lots.

SECURITY: HBAA has made considerable efforts to protect you, your personal effects and your exhibited products. For these safe-guard to be effective, it is necessary that you actively participate in the following:

1. DO NOT leave your booth unattended during the Expo hours.
2. After Expo hours, please cover displayed equipment and Expo cases with sheets or tarpaulins.
3. DO NOT PARK, or leave unattended, any type of vehicle in restricted areas. All such vehicles will be towed at the owner's expense.
4. DO NOT list the contents of crates and cartons on the shipping label.
5. DO NOT leave personal items such as purses, coats, and tools unprotected in your booth.
6. You are reminded that this is an open-booth expo and that the

primary responsibility for safeguarding your exhibit and the merchandise therein is yours.

FOOD DISTRIBUTION: The Exhibitor may NOT distribute sample food and/or beverage products unless the food or beverage is the principle product of the exhibiting company. Expo Management and the Management of the Civic Center shall be given written notice in advance; for Exhibitor to receive approval for food sales.

PRIZE DRAWING: The Exhibitor shall not engage in any raffle, chance drawing, lottery, prize give-away, or any other game of chance without notifying Expo Management in writing.

DISTRIBUTION OF LITERATURE AND SOUVENIRS: No Exhibitor

shall distribute any printed advertising souvenirs, etc., other than that from their own exhibit space. Any souvenir or advertising that is of an objectionable or undignified nature, in the sole opinion of HBAA, shall not be permitted and may cause for termination of the exhibit space. Souvenirs should not be of a noise-making variety.

VIOLATION OF EXPO REGULATIONS: Any Exhibitor breaching or violating any of the above Expo Regulations shall, upon oral notification by the HBAA, forthwith comply with such Expo Regulations. Upon refusal of Exhibitor to comply with these rules, the HBAA, reserves the right to cancel the Exhibitor's lease and re-move the exhibit from the Expo, at the Exhibitor's expense. The Expo will hold all monies previously paid for rent. Exhibitor hereby grants the HBAA the right to collect for any damages including, but limited to attorney fees, collection costs, and court costs, if any.

