



PENINSULA HOME & REMODEL EXPO EXHIBITOR CONTRACT October 1, 2, & 3, 2010



AGREEMENT is between the Home Builders Association of Kitsap County and:

Company/dba Name: _____ Owner Name: _____

Business UBI #: _____ Exhibitor Contact Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Item(s) to be Exhibited: _____ Emergency Phone: _____

Failure Of Exhibitor To Make Payment As Specified Shall Entitle Management At Its Option To Cancel This Agreement Without Notice And Exhibitor Shall Remain Liable For Any Unpaid Balance. \$20.00 Charge for Any Check Returned By Bank. All Out Of State Firms Must Pay For Space With Money Order, Credit Card Or Certified Check. This contract agreement is null and void if not signed and returned with payment in full NOT **LATER THAN August 20, 2010.**

IT IS AGREED: upon acceptance of the agreement by the Peninsula HOME & REMODEL EXPO/Home Builders Association of Kitsap County, herein after referred to as "Management", we the undersigned, herein after referred to as "Exhibitor", agree to lease from Management the indicated booth/space(s) for our participation in the Peninsula HOME & REMODEL EXPO.

TERMS AND CONDITIONS

- 1.00 EXHIBITOR HOURS.** Management shall determine and publicize the exhibit hours the buildings will be open to the public during each day of the Peninsula HOME & REMODEL EXPO. Exhibitors will be admitted to the Kitsap Sun Pavilion one (1) hour prior to daily Peninsula HOME & REMODEL EXPO opening times.
- 2.00 DISMANTLING & REMOVAL. EXHIBITS AND MERCHANDISE CANNOT BE REMOVED OR DISMANTLED UNTIL AFTER CLOSING ON SUNDAY OCTOBER 3rd, 2010 AT 6:00 P.M. AND MUST BE OUT OF THE KITSAP SUN PAVILION BY MONDAY OCTOBER 4th, 2010 AT 4:00 P.M. EXHIBITORS WHO LEAVE EXHIBIT MATERIALS IN THEIR EXHIBIT SPACE OR ON THE GROUNDS ARE SUBJECT TO BEING INVOICED FOR THE COST OF REMOVAL.**
- 3.00 EXHIBIT SPACE.** All interior exhibit space in the Kitsap Sun Pavilion is in 10 foot by 10 foot units unless otherwise noted on the floor plan. Each Kitsap Sun Pavilion unit is furnished with aluminum supports and aisle posts with an 8 foot high back curtain and 3 foot high side curtain from which flame proofed cloth drapes are suspended, except for double end spaces. For every 10 linear feet of back curtain a **20 amp/ 110 volt electrical outlet** will be provided in the Kitsap Sun Pavilion. An 8 foot draped display table and 1 chair are **provided when requested on the Exhibitor Order Form.** Standard booth configuration, as described in the Construction Specifications and Requirements, will be acceptable for display in the Peninsula HOME & REMODEL EXPO, with no further acknowledgments. Any Exhibitor's booth which does not conform to the Construction Specifications and Electrical Requirements will require review by the Peninsula HOME & REMODEL EXPO Committee for approval and may require a show location designated at the discretion of the committee. Excess electrical usage may result in show management turning off electrical devices in exhibitor spaces. All booth/spaces are subject to availability and final assignment by show Management.
- 3.50 EXHIBITOR PARKING.** Exhibitors and those who work in Exhibitor spaces during the hours the show is open to the public will park all vehicles in parking areas designated by Management for Exhibitor parking.
- 4.00 OVERSIZE DISPLAYS.** The aisles, passageways and overhead spaces remain under the control of the Management, and no signs, decorations, banners, advertising matter or exhibits will be permitted in those areas except by written permission of the Peninsula HOME & REMODEL EXPO Committee.
- 5.00 EXPOSED SURFACES.** All exposed surfaces of any display that face another Exhibitor's space ***must be finished in a tasteful manner*** so as not to distract from that display. It is the responsibility of each Exhibitor to finish their own surfaces.
- 6.00 EXHIBITOR PASSES.** Each Exhibitor is furnished 6 Exhibitor passes/badges. Exhibitor passes/badges will be required for entry to the Kitsap Sun Pavilion during the Peninsula HOME & REMODEL EXPO. Additional Exhibitor passes/badges may be purchased for \$2.00 each. Each Exhibitor pass/badge requested must contain the full name of the individual working at the Exhibitor space.
- 7.00 EXHIBITOR CONDUCT.** All Exhibitors, exhibits and their personnel must remain within the confines of their own spaces and no Exhibitor will be permitted to erect signs or display products obstructing the view, occasion injury or disadvantageously affect the display of other Exhibitors. All demonstrations and distribution of circular and promotional material must be confined to the limits of the Exhibitor's booth. Exhibits which include the operation of musical equipment, radios, sound motion picture equipment, public address systems, or any noise making machines must be operated so that the noise resulting there from will not annoy or disturb adjacent Exhibitors and their patrons, and must be approved by the Management. Exhibitors are required to have their exhibit space neat and orderly at all times. An attendant must be in charge of each display during show hours.
- 8.00 BOOTH OCCUPANCY.** The space contracted for is to be used by the Exhibitor whose name appears on the contract and no portion can be sublet or assigned without prior written permission of the Peninsula HOME & REMODEL EXPO Committee. The Exhibitor shall forfeit exhibit space, all prepaid rentals and upon demand pay any rent balance owing to Management if Exhibitor fails to occupy or use the space or fails to have their exhibit completed and set-up by the opening of the show.
- 9.00 FOOD & BEVERAGES.** Exhibitors and their employees, agents and guests shall not consume any alcoholic beverages except in designated areas. Violation shall be grounds for removing Exhibitor and his exhibit from the show without refund. No Exhibitor shall provide to the public any food or beverage without the written permission of the Management.
- 10.00 MATERIAL DELIVERY.** The earliest date exhibit material can be allowed at the Kitsap Sun Pavilion is Wednesday, September, 29, at 9:00 am. All shipments must be prepaid; the shipping address is Kitsap Sun Pavilion, 1200 NW Fairgrounds Road, Bremerton, Washington 98311.
- 11.00 LOTTERIES.** Exhibitors shall not engage in any raffle, chance drawing, lottery or other game of chance without written consent of the Management.
- 12.00 RESTRICTIONS.** The Management reserves the right to restrict or remove exhibits, without refund, that have been falsely entered and that are deemed by the Management as unsuitable or objectionable, or that have not met agreed upon payment dates. This restriction applies to, but is not limited to, noise, public address systems, persons, animals, birds, things, conduct, and printed matter or anything of a character that might be objectionable to show or the Management.
- 13.00 ALL EXHIBITS MUST COMPLY WITH COUNTY ORDINANCES, REGULATIONS AND FIRE MARSHAL INSTRUCTIONS. FOR ANY INFORMATION CONTACT APPLICABLE COUNTY OFFICE.**
- 13.50 SPECIAL REQUIREMENTS FOR KITSAP SUN PAVILION.** Exhibitors must comply with county and Management requirements to protect the flooring in the Kitsap Sun Pavilion.

- 14.00 LICENSES.** Any and all County, State or Federal licenses, inspections or permits required by law of any Exhibitor in the installation of or operation of his display shall be obtained by the Exhibitor at his own expense prior to the opening of the show.
- 15.00 CANCELLATION OF CONTRACT.** If this agreement is canceled by an Exhibitor for any reason, or by Management because of an Exhibitor's default or violation of this agreement, monies paid to Management by Exhibitor shall be retained as follows: If cancellation occurs 45 days or more before the start of the show, Management shall retain 25% of the total rental cost of the booth(s) and return the balance to the Exhibitor. If cancellation occurs within 45 days of the show, the entire rental paid to date by Exhibitor shall be retained by Management. The retained rental shall be liquidated damages for the direct and indirect costs incurred by Management for organizing, setting up and providing space for the Exhibitor, and losses and additional expenses caused by the Exhibitor's withdrawal including re-renting the space. All cancellations must be in writing.
- 16.00 RIGHTS OF MANAGEMENT IN EVENT SHOW IS NOT HELD.** Management shall not be liable for any damages or expense incurred by an Exhibitor in the event the show is delayed, interrupted or not held as scheduled; and if for any reason beyond the control of the Management the show is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by the Management.
- 17.00 SECURITY FOR RENTAL.** Failure of an Exhibitor to pay rental as specified herein shall entitle Management to take possession of all merchandise, materials and exhibits displayed by Exhibitor and retain the same as security for such unpaid rental. Management shall have the right to dispose of same without notice to Exhibitor in such manner as it deems appropriate whether by sale or otherwise. Any sale proceeds shall be retained by Management in payment of expenses incurred in disposing of any property and in payment of unpaid rental and any excess shall be distributed to Exhibitor.
- 18.00 LIABILITY.** The Exhibitor is entirely responsible for the space rented and shall not injure, mar or deface the premises. The Exhibitor shall not drive, nor permit to be driven, any pins, nails, hooks, tacks or screws in any part of the Kitsap Sun Pavilion. Furthermore Exhibitors shall not affix to the walls or windows of the Kitsap Sun Pavilion advertisements, signs, etc., or use "Scotch" tape, masking tape or any other adhesive type material on painted surfaces. The Exhibitor agrees to reimburse the Management and/or Kitsap County Fairgrounds for any loss or damage occurring to the premises or equipment. Any apparatus which is elevated by cable, hydraulics or any other mechanical means must have a positive mechanical lock to hold it in the raised position if it is to be displayed in the raised position. A waiver of liability for the Peninsula HOME & REMODEL EXPO/Home Builders Association of Kitsap County and the Kitsap County Fairgrounds must be on file before any such device will be allowed.
- 19.00 SECURITY.** The Peninsula HOME & REMODEL EXPO Committee will provide overnight security for the Kitsap Sun Pavilion. However, the Peninsula HOME & REMODEL EXPO Committee/Home Builders Association of Kitsap County will assume no liability for any display item, material or merchandise lost, stolen or damaged while on the Kitsap Sun Pavilion premises. It is the responsibility of each Exhibitor to assure the security of all items associated with their exhibit space(s).
- 20.00 INDEMNIFICATION.** The Exhibitor/Lessee, hereinafter called Lessee, shall indemnify the Home Builders Association of Kitsap County, its event Management, and the host facility against and hold them harmless from any and all claims, actions, suits proceedings, costs, expenses, damages and liabilities, including attorney's fees arising out of or relating to any alleged negligent acts of the Home Builders Association of Kitsap County, its event Management, or the host facilities, or any claim of strict liability in tort, imposed upon the Lessor for allowing the Exhibitor to place on display any product having any defect or claiming to have any defect, it being agreed that the Lessee shall inspect all products or related items and remedy any defect whatsoever. The Lessee expressly and unequivocally agrees to be held responsible for any and all negligent acts of the Home Builders Association of Kitsap County, its event Management, the host facility in failing to discover and remedy any and all defects and for strict liability in tort imposed upon the Home Builders Association of Kitsap County, its event Management, for allowing the Exhibitor to display, sell or otherwise distribute in any way his product or related items in a defective condition.
- 21.00 INSURANCE.** Exhibitor shall secure and maintain liability insurance, naming the Peninsula HOME & REMODEL EXPO/Home Builders Association and the Kitsap County Fairgrounds as additional insured, and will protect them from claims which may arise out of or result from the activities of the Exhibitor. A copy of such coverage is to be furnished to Management. Neither the Management nor the Kitsap County Fairgrounds shall be responsible for loss or damage occurring to the exhibit or sustained by the Exhibitor from any cause.
- 22.00 DISPUTES AND REMEDIES.**
- 22.01** Any dispute between the parties shall be decided according to the Mandatory Arbitration Rules in Kitsap County Superior Court except where Small Claims Court procedures apply. The arbitrator's award shall not be limited by otherwise applicable MAR rules.
- 22.02** The arbitrator's decision may only be appealed pursuant to Chapter 7.04 RCW
- 22.03** In the event a dispute arises and either party seeks and receives legal counsel for which a fee is charged, the prevailing party shall in all cases be awarded his or her actual attorney's fees paid and/or billed, regardless of whether the dispute is resolved through settlement or arbitration.
- 22.04** There shall be one and only one prevailing party, which shall be the single party in whose favor a net monetary settlement or arbitration award is received, after all offsets, back charges, counterclaims, etc. are resolved, and regardless of which party may have prevailed on which issues.
- 22.05** The award of actual attorney's fees shall include all fees billed by the prevailing party's attorney to the prevailing party and shall not be limited or increased to reasonable attorney's fees. The prevailing party's actual attorney's fees shall be conclusively presumed to be reasonable in the absence of the non-prevailing party's proof that such fees are manifestly unreasonable.
- 22.06** In determining the party in whose favor a net monetary judgment is awarded, the arbitrator cannot consider tenders or payments of money made after suit has been filed.
- 22.07** The Disputes and Remedies clause supersedes all statutes and court rules dealing with the determination of prevailing party and the award of attorney's fees.
- 23.00 COMPLETE AGREEMENT.** This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

Date: _____

Exhibitor Signature

Return to: **Home Builders Association of Kitsap County**
5251 Auto Center Way
Bremerton, WA 98312
(360) 479-5778 FAX (360) 479-0313
hbaevents@KitsapHBA.com



Ron Perkerewicz, 2010 President
 Home Builders Association of Kitsap County



Tom Taylor, 2010 Chair
 Peninsula HOME & REMODEL EXPO Committee