

Exhibitor Space Terms and Conditions NRV HOME EXPO "2024 Home Expo" March 23-24, 2024 Christiansburg Recreation Center

The New River Valley Home Builders Association (the "Association") will provide space, as indicated above, to the Exhibitor for an exhibit in the New River Valley Home Expo (the "Show") to be held in the Christiansburg Recreation Center in Christiansburg, Virginia, on the dates shown herein, subject to the following:

- 1. IN-PERSON EXPO HOURS: Hours will be <u>Saturday 3/23/24 9:00 AM to 5:00 PM and Sunday 3/24/24 12:00 PM to 5:00 PM</u>. NOTE: EXHIBITS MUST BE MANNED AT ALL TIMES DURING SHOW HOURS.
- 2. VIRTUAL EXHIBIT SPACE: A virtual exhibit space on the website for the Show will be provided to registered Exhibitors until registration begins for the next year's Show, provided the Exhibitor submits all requested materials to the Association by the requested deadline. Exhibitors may purchase a virtual exhibit space if they do not wish to participate in the in-person show.
- 3. INSTALLATION OF IN-PERSON EXHIBITS: ALL EXHIBITS MUST BE COMPLETED BY 5:00 PM ON <u>FRIDAY 3/22/24</u>. All Items which require an opening over six feet wide must be in the exhibit area prior to 12 noon on <u>Friday 3/22/24</u> when the garage door will be closed. Vendors may use hand trucks to carry items into the exhibit hall once the garage door is closed. *No Vehicle may be driven onto the exhibition floor. No forklifts are available.* If Exhibitor does not arrive and complete their exhibit prior to 5:00 PM on Friday 3/22/24, the Association may cancel Exhibitor's space with no refund.
- 4. REMOVAL OF IN-PERSON EXHIBITS: ABSOLUTELY no breakdown or move out is allowed prior to the Show closing at 5 PM on <u>Sunday 3/24/24</u>. Exhibitors must begin to remove exhibits immediately after the Show closes at 5 PM on <u>Sunday 3/24/24</u>. <u>Exhibitors</u> have until 8 p.m. to remove their exhibits and dispose of any waste in designated receptacles. All exhibit spaces must be left in good and clean conditions. Exhibitors who fail to follow these rules will be charged cost and expenses of removal and clean up and may be banned from future shows.

5. IN-PERSON EXHIBIT CONSTRUCTION:

- A. Hollins Exhibits will install booths using drape material (white) with 8' backdrops and 3' sidewalls on a metal framework (8' sidewalls are available at the additional expense of the Exhibitor through Hollins Exhibits).
- B. Adjoining Exhibitors may, and are encouraged to, work together in construction of exhibits to make common use of side walls. Common use of back walls is NOT permitted as a utility passageway must be provided between the rear of exhibits.
- C. Maximum height of exhibits, including signs and roofing, is twelve (12) feet, unless approved by Show management
- D. **Carpet:** All booth spaces will be carpeted by Hollins Exhibits. If the Exhibitor does not wish to have carpet installed in their booth, they must inform the event organizer upon registering for the event. Exhibitors are not permitted to remove installed carpet. Should an Exhibitor remove installed carpet, the Exhibitor will be responsible for any costs or fees incurred due to its removal.
- E. **Space Measurements**: Size of exhibit is measured as OUTSIDE dimensions. Constructed exhibits must be constructed so that their outer width and depth do not exceed the size of the purchased space. All parts of exhibit must stay within the inside of exhibit space.
- F. **Exposed Construction and Exhibits**: Exposed backsides of back walls, side walls, and /or exhibits, in all areas, must be covered in a NEUTRAL COLOR, so as not to be offensive to other exhibits or exhibitors.
- G. Side Wall Heights: Side walls, space dividers and/or exhibits along sides of exhibit space, may be <u>NO higher than</u> height of back wall or roof of constructed exhibits and may be the same height for entire depth of exhibit.

6. HEALTH AND SAFETY:

- A. All Exposed electrical wiring used by Exhibitor must be covered and/or taped down.
- B. Exhibitors shall take every possible precaution in and around their exhibit area to protect the health and safety of the general public.
- C. Food and Drinks (other than water) are prohibited in the Recreation Center except in designated areas.
- D. COVID-19: The Association will follow any guidelines and requirements set by the State of Virginia and the Virginia Department of Health related to COVID-19 at the time of the event. The Association reserves the right to require additional health and safety measures. The Exhibitor agrees to follow any stated health and safety protocols from the Association including, but not limited to, masking requirements, distancing guidelines, and attendance caps.
- E. No Weapons: Possession of any weapons, bombs, bomb-making materials or firearms (including if the Exhibitor has a Concealed Carry Permit) is prohibited.
- **7. ELECTRICAL REQUIREMENTS:** <u>All exhibitors</u> will be provided ONE 110v outlet per booth at no cost. *Additional electrical or special requirements will be handled by the Exhibitor directly with Hollins Exhibits (540-362-3940).*
- 8. DRAPERIES, DECORATING AND RENTALS: Hollins Exhibits is the official rental agency for Home Expo. No other rental agency will be allowed in the Christiansburg Recreation Center during the Expo dates. Exhibitors may rent all decorating equipment, carpeting, tables, chairs, trash cans, etc., from Hollins Exhibits if you do not provide your own. A packet will be sent to each exhibitor by Hollins Exhibits 3-4 weeks prior to show.
- **9. EXHIBITOR IDENTIFICATION:** Exhibitors will receive up to two vendor identification badges at one time upon check-in at the show. Each vendor must wear their identification badge during show hours if working.
- **10. SUBLET OF EXHIBIT SPACE:** Exhibitor shall not assign, sublet or allow any other individual, firm, business, or organization to use, exhibit or be promoted by name or sign within Exhibitor's space without consent of the Association. Booth space may not be transferred to another exhibitor without written permission from the Association. Two or more exhibitors may share a space only with written permission of the Association.
- 11. LIABILITY INSURANCE: The New River Valley Home Builders Association and the Christiansburg Recreation Center each have general liability insurance. Each exhibitor is required to have their own comprehensive general liability insurance with at least \$1,000,000 in coverage IDENTIFYING THE ASSOCIATION AS AN ADDITIONAL INSURED. The Association hereby informs Exhibitor there is no additional general liability insurance coverage available to you under our policy for any bodily injury or property damage to the premises or attendees in your exhibit area during the Show, including move-in and move-out dates. APPLICANTS WITHOUT REQUIRED INSURANCE ARE NOT ALLOWED TO PARTICIPATE IN THE SHOW. When you submit this contract, please have your insurance agent email or mail a current Certificate of Liability Insurance listing the Association as an additional insured on your policy from Wednesday, March 20 Sunday, March 24, 2024. Exhibitor shall keep in force and maintain said insurance during and throughout the event. Proof must be provided to the Association with agreement/contract and again 30 days prior to event. Exhibit space agreement/contracts will not be considered complete until the Association receives the Certificate of Insurance.
- 12. SECURITY: The Association will not be responsible, nor will they guarantee the Exhibitor against loss of any kind. The Exhibitor may, at Exhibitor's expense, employ an approved watchman or guard to protect Exhibitor's interest.
- **13.** LITERATURE AND GIVEAWAYS: Exhibitor may distribute literature, brochures, samples, giveaways, etc. only in their own exhibit space. Please no balloon giveaways.
- **14. DEMONSTRATIONS**: Unnecessary noises, loud attention getters, loud radios, TV, music, or other types of noisy demonstrations are forbidden without the expressed written approval of the Association.
- **15.** APPEARANCE OF EXHIBIT: Exhibitor will remove all excess display material, packing/storage cases, etc., from Expo exhibit area. Exhibit space **must** be kept neat, orderly, and clean at all times. Hollins Exhibits will provide, at Exhibitor's expense, a cleaning service if ordered in advance.

- **16. PARKING**: All Exhibitors are to park in the area designated to "exhibitor only". Any exhibitors parking in Home Expo guest parking will be towed at their own expense. Parking details to follow in exhibitor packet.
- **17.** ELIGIBILITY AND ASSIGNMENTS: The Association reserves the right to determine the eligibility of any firm or product; to make space assignments and arrangements as necessary in the Association's sole discretion.
- **18. PAYMENT:** The Exhibitor's application is not considered complete until full payment for exhibit space is received. By accepting these terms and conditions, Exhibitor agrees to pay the fee for the exhibit space at the time of application, unless otherwise agreed to in writing. If Exhibitor elects to pay by check, and the check is not received within 10 business days of submitting registration, the Association reserves the right to release the chosen booth space. Should payment not be received prior to the Show, the Association reserves the right to cancel the Exhibitor's space. Exhibitor's membership in the Association must be in good standing at the time of the Show for member rates to apply. Should the Exhibitor's membership end after registering for the Show and prior to the Show dates, the Association reserves the right to request the full non-member rate for the registered booth(s).
- **19. MISCELLANEOUS:** No representations or promises have been made by any party hereto other than those contained in the Agreement, which cannot be altered except in writing, and which is governed by Virginia Law. Any dispute between the parties shall be decided only in the courts of Montgomery County, Virginia, and the parties waive any objection to jurisdiction or venue thereof.
- **20.** CANCELLATIONS: In the event Exhibitor wishes to cancel participation, the Association will refund one- half (1/2) of the payment, if the WRITTEN notice of cancellation is received by the Association by Dec. 31, 2023, and if the Association is able to resell exhibit space. Refunds will be made upon completion of THE HOME EXPO. If the Exhibitor cancels participation on or after January 1, 2024, or does not attend the event, no refunds will be given.
- 21. FORCE MAJEURE: The Association shall have the right to reschedule or cancel the Show if the Association is unable to perform any of its obligations under the Agreement because of a Force Majeure Event. A "Force Majeure Event" is any event beyond the control of the Association including, but not limited to: acts of God; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; disease, quarantine, epidemics, outbreaks, or pandemics; riots; power failures; accidents; labor disputes; acts of civil or military authority; governmental actions or orders; damage or destruction to the Christiansburg Recreation Center; or inability to obtain labor, material, equipment or transportation. The Association shall not be liable for any damages of any kind whatsoever suffered by Exhibitor that result from the rescheduling or cancellation of the Show as the result of a Force Majeure Event. The Association expends resources and incurs costs and expenses planning and preparing for the Show. Exhibitor acknowledges and agrees that in the event that the Show is cancelled as the result of a Force Majeure Event, and is not able to be rescheduled, \$250 per booth reserved will be retained as a non-refundable fee earned by the Association, in addition to any further amounts deemed equitable by the Association to account for expenses incurred.
- 22. LIABILITY: The Association, the Town of Christiansburg, the Christiansburg Recreation Center, Hollins Exhibits, and their respective directors, shareholders, officers, members, employees, agents, and their respective heirs, personal representatives, successors and assigns (collectively, the "Released Parties") shall not be liable or responsible for any death, injuries to persons, or for the loss of, or damage to, property that may occur to the Exhibitor or its directors, officers, employees, agents, or invitees, from any cause whatsoever, related or arising from this agreement or the Show. Exhibitor, for itself and its directors, shareholders, members, officers, employees, agents and invitees, and their respective heirs, personal representatives, successors and assigns expressly release each of the Released Parties from any and all claims, demands, damages, actions, causes of actions, suits, liabilities, losses, judgments, costs and expenses, including, without limitation, attorneys' fees, costs of suit and other expenses, for any such loss, damage, death or injury howsoever arising, including, the negligent acts or omissions of any of the Released Parties. Without limiting the foregoing, the Exhibitor understands that any consignment of goods is entirely at the risk of the Exhibitor.
- 23. INDEMNIFICATION: Exhibitor shall indemnify and hold harmless the Association, the Town of Christiansburg, the Christiansburg Recreation Center, Hollins Exhibits, and their respective directors, shareholders, officers, members,

employees, agents, invitees, heirs, personal representatives, successors and assigns (the "Indemnified Parties"), from and against any and all claims, demands, damages, actions, causes of action, suits, liabilities, losses, judgements, costs and expenses, including, without limitation, attorneys' fees, costs of suit, and other expenses, for death or injuries to persons or loss of, or damage to, property in connection with, relating to, or arising, in whole or in part, out of any act or omission (including any negligent act or omission) of Exhibitor or its officers, shareholders, members, directors, employees, agents, or invitees, done or omitted in connection with the Show. In the event that any such claim, demand, damage, action, cause of action, suit, liability, or loss shall be asserted, or action or other proceeding instituted, against any of the Indemnified Parties, Exhibitor shall defend against such claim, demand, damage, cause of action, action, suit, or other proceeding by counsel satisfactory to the Association.

24. AMENDMENTS: The Association shall have full power to interpret or amend these Terms and Conditions and to make additional rules in the best interest of the Show. The Exhibitor agrees to accept and abide by such rules.