



2019 SIOUX EMPIRE HOME SHOW™
EXHIBIT SPACE APPLICATION

February 22-24, 2019 - SIOUX FALLS CONVENTION CENTER & ARENA
Presented by THE HOME BUILDERS ASSOCIATION OF THE SIOUX EMPIRE
6904 S LYNCREST PLACE, SIOUX FALLS, SD 57108

This application, which will become a part of the contract upon acceptance, is for booth space at the Sioux Empire Home Show. The application is based on the plan of exhibits, rates and general exhibit information, set forth in this document & the brochure entitled Exhibitor Information, all of which is incorporated herein.

All previous exhibitors' contracts and deposits must be received by Friday, September 28, 2018.
Contracts received after this date will be assigned a booth based on availability.

BOOTH SPACE RESERVATION FORM

Booth # \_\_\_\_\_ \$5.50 / sq. ft. = \$ \_\_\_\_\_
Corner booth + \$100 / corner = \$ \_\_\_\_\_
HBASE member + \$0 = \$ \_\_\_\_\_
Non HBA member + \$500 = \$ \_\_\_\_\_
Other NAHB member (Chapter \_\_\_\_\_) + \$100 = \$ \_\_\_\_\_
Extra category listing\* + \$20 / extra category = \$ \_\_\_\_\_
TOTAL COST OF BOOTH = \$ \_\_\_\_\_
25% non-refundable deposit required with contract (balance due by 12/14/18) = \$ \_\_\_\_\_

BOOTH INFORMATION

Brief statement about the booth and type of products or services to be displayed: \_\_\_\_\_

Planned height of your side walls (3' height recommended) \_\_\_\_\_

Will you require 3' side drapes? \_\_\_ Yes \_\_\_ No Will you require 8' back drapes? \_\_\_ Yes \_\_\_ No

CONTACT INFORMATION

Company (as you want it to appear in promotional materials) \_\_\_\_\_

Primary Exhibitor Category (see list on reverse side) \_\_\_\_\_

\* Extra Categories (\$20 each) \_\_\_\_\_

Company Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Representative's Name \_\_\_\_\_ Phone \_\_\_\_\_ Cell # \_\_\_\_\_

Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Please list two contacts who will be available during the show:

Contact \_\_\_\_\_ Cell # \_\_\_\_\_ & Contact \_\_\_\_\_ Cell # \_\_\_\_\_

Home Builders Association of the Sioux Empire ("Association") and the undersigned home builder ("Exhibitor") agree to abide by the attached terms and conditions:

ASSOCIATION:

Company: Home Builders Association of the Sioux Empire

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBITOR:

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## HOME SHOW CATEGORY LISTINGS

Please indicate, on your exhibit contract, which of the following categories you wish to be listed under in the Home Show Program. If you do not select a category or write your own category, a category below will be chosen for you. *Please Note:* If a category has been selected by only one company, the Home Show Committee reserves the right to re-classify the Exhibitor and delete the category.

**No cost** = 1 Primary category

**\$20 each** = Additional categories

1. Air Purifiers
2. Appliances
3. Awnings
4. Brick & Tile
5. Building Supplies
6. Builders/Remodelers
7. Cabinets/Countertops
8. Cleaning Services
9. Closets
10. Concrete
11. Decorating
12. Developments
13. Dewatering Systems
14. Drafting/Design
15. Electrical
16. Equipment/Tools
17. Fences
18. Financing
19. Fireplaces
20. Floors/Floor Coverings
21. Foam Forms
22. Garbage Removal
23. Health Services
24. Heating & A/C
25. Historic Register
26. Home Entertainment
27. Home Furnishing
28. Insulation
29. Insurance
30. Investing
31. Landscaping
32. Lighting
33. Media/Marketing
34. Millwork
35. Miscellaneous
36. Outdoor Buildings
37. Overhead Doors
38. Painting
39. Patio Furniture
40. Playground Equipment
41. Plumbing
42. REALTORS
43. Retaining Walls
44. Roofing
45. Small Repair Projects
46. Security
47. Siding
48. Spas & Pools
49. Structural Insulated Panels
50. Sunrooms
51. Telephones
52. Utilities
53. Water Conditioning/Treatment
54. Window Coverings  
(drapes, blinds & tinting)
55. Windows/Doors
56. Moving Services

## **SIoux EMPIRE HOME SHOW BOOTH LEASE**

Home Builders Association of the Sioux Empire ("HBASE") and the undersigned exhibitor ("Exhibitor") agree as follows:

1. **Agreement to Lease Booth.** HBASE shall lease to Exhibitor during the 2019 Sioux Empire Home Show (the "Home Show") the booth described in the Exhibit Space Application.
2. **Member Rate.** Membership dues must be current to acquire the member rate on booth space. Membership will be verified through the National Association of Home Builders.
3. **Rent.** Exhibitor shall pay HBASE rent for the booth in the amount set forth in the Exhibit Space Application. Exhibitor shall pay HBASE a deposit equal to 25 percent of the rent on signing this Agreement. Exhibitor shall pay the remaining rent on or before December 14, 2018. If Exhibitor fails to pay the remaining rent by the due date, HBASE may terminate this Agreement without further notice, retain the deposit as liquidated damages and rent the booth to another exhibitor.
4. **Change of Booth Location or Size.** HBASE may change the Home Show floor plan or the location or size of the booth if, in its opinion, the change would be in the best interests of the Home Show. HBASE shall notify Exhibitor of any change in the location or size of the booth. If Exhibitor dislikes the change, Exhibitor may terminate this Agreement by giving HBASE notice of termination within 5 days after the date of delivery of the notice of the change. Upon receiving the termination notice, HBASE shall refund, without interest, the rent.
5. **Cancellation or Delay of Home Show.** HBASE may cancel or delay the Home Show because of any weather condition, natural disaster, or other circumstance beyond its control that, in HBASE's opinion, makes holding the Home Show impractical. HBASE shall give Exhibitor notice of the cancellation or delay. If HBASE cancels the Home Show, this Agreement will terminate, and HBASE shall refund, without interest, the rent. If HBASE delays the Home Show for more than 30 days, Exhibitor may terminate this Agreement by giving HBASE notice of termination within 5 days after the date of delivery of the notice of delay. Upon receiving the termination notice, HBASE shall refund, without interest, the rent. HBASE is not liable for any loss of income or other damages caused by cancellation or delay of the Home Show.
6. **Use and Operation of Booth.**
  - A. While the Home Show is open to the general public, Exhibitor shall maintain a display of its products and services in the booth and have personnel available in the booth to communicate with the public.
  - B. Early tear down or packing up of display materials is not allowed and will result in a \$100 fine for the first offense and dismissal from the show for 12 months for a second offense.
  - C. All exhibits must be removed by 4:00 p.m. on Monday, February 25, 2019. Failure to comply will result in a \$500 fine and dismissal from the show for 12 months for a second offense.
  - D. Exhibitor shall not, without HBASE's prior written consent, (a) sublet all or any part of the booth (b) allow any other person to occupy the booth, or (c) display or promote any other person's products or services in the booth.
  - E. Exhibitor shall not display or promote any product or service that is not customarily sold by Exhibitor in the ordinary course of its business.
  - F. No political parties, candidates, issues, referendums or other like groups shall be allowed to be promoted at the Home Show, without written permission from the HBASE.
  - G. Exhibitor shall not display any product or service, distribute any material, or engage in any other activity that, in HBASE's opinion, is incompatible with, or detracts from, the purpose and general character of the Home Show.
  - H. Exhibitor shall not display or demonstrate any product or service, distribute any marketing material or otherwise engage in any promotional activity outside the perimeter of the booth.
  - I. Exhibitor may solicit and receive on the premises orders for products and services, but Exhibitor shall not receive on the premises money or other valuable consideration in exchange for any product or service.
  - J. Exhibitor shall not place or maintain in the booth any structure, object or material that extends beyond the perimeter of the booth.
  - K. Exhibitor shall not operate any musical instrument, sound system, equipment or machinery at a sound level that is clearly audible in any nearby booth.
  - L. Exhibitor shall not play any live or recorded music or video that violates copyright laws.
  - M. Exhibitor shall not maintain any display or engage in any activity on the premises that violates the Americans with Disabilities Act.
  - N. Exhibitor shall not maintain any display or engage in any activity on the premises that violates any law, ordinance, or regulation governing public health and safety.
  - O. Exhibitor shall not damage, destroy or deface any part of the facility.
7. **Indemnity.** Exhibitor shall fully indemnify, hold harmless and defend HBASE and its directors, officers, employees, agents and volunteers (collectively, "Indemnified Parties") from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any covenant or other obligation or duty of Exhibitor under this Agreement or under applicable law, or (b) any personal injury, including death, and property damage, including fire, theft or vandalism, incurred in connection with Exhibitor's occupancy and use of the booth, in

each case whether or not the relevant claim has merit, except to the extent that the claim results from the sole active negligence of the Indemnified Party.

**8. Insurance Requirements.**

- A. Exhibitor shall purchase and maintain during the Home Show insurance against claims for injury to persons and damage to property arising out of or in connection with Exhibitor's occupancy and use of the booth.
- B. The policy must provide commercial general liability (CGL) coverage on an "occurrence" basis, including property damage, bodily injury and personal and advertising injury with limits not less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit will be applied separately to this Agreement or the general aggregate limit will be twice the required occurrence limit. If Exhibitor maintains CGL coverage with limits that are higher than the minimum limits specified in this Agreement, the Indemnified Parties will be covered under the higher limits.
- C. The CGL policy must cover the Indemnified Parties as an additional insured with respect to liability arising out of Exhibitor's occupancy and use of the booth. The coverage may be provided in the form of an endorsement to the Exhibitor's insurance.
- D. The coverage must be primary to and cannot seek contribution from any other insurance available to the Indemnified Parties.
- E. The coverage shall not be canceled or materially changed except after giving HBASE 30 days' notice by certified mail return receipt requested.
- F. Exhibitor shall waive any right of subrogation that Exhibitor's insurer may acquire against HBASE because of the payment of any loss under the policy. Exhibitor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Exhibitor has received a waiver of subrogation endorsement from the insurer.
- G. The policy must be issued by an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise approved.
- H. Exhibitor shall provide HBASE with original certificates and amendatory endorsements for the coverage required by this Agreement. Exhibitor shall deliver the certificates and endorsements to HBASE at least 20 days before the Home Show.

**9. Default and Remedies.** Exhibitor will be in default under this Agreement if Exhibitor fails to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement. In the event of a default, HBASE may (a) terminate this Agreement by giving notice to Exhibitor; and (b) retain any rent paid by Exhibitor as liquidated damages or pursue any other available legal or equitable remedy. If this Agreement is terminated during the Home Show, Exhibitor shall immediately vacate the booth. If Exhibitor fails to vacate the booth, HBASE may close the booth and remove Exhibitor's property from premises.

**10. Assignment.** Exhibitor shall not assign its rights or obligations under this Agreement without Association's written consent.

**11. Entire Agreement; Modification.** This Agreement contains all the terms and conditions agreed on by the parties. Any previous agreements between the parties are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties.

**12. Waiver.** A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

**13. Severability.** If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force.

**14. Choice of Law.** This Agreement is governed by and must be interpreted under South Dakota law, without regard to its choice-of-law provisions.

**15. Notices.** Notices provided for by this Agreement must be in writing and delivered in person, by reputable express courier, or by registered or certified mail (postage prepaid) to a party's address stated below. Notice sent by U.S. mail is deemed delivered three days after deposit with the U.S. Postal Service. Notice sent by express carrier is deemed received on the day receipted for by the party or its agent. Either party may change its address as listed below by giving notice to the other party.

**16. Incorporation of Attached Documents.** The Exhibit Space Application and Exhibitor Handbook, which are attached to this Agreement, are fully incorporated into this Agreement.

**17. Violation of Rules.** Violation of rules as outlined in the Exhibit Space Application and Exhibitor Handbook may result in a fine and/or the loss of Home Show exhibit space for the next year.