

SOUTHWEST BUILDERS SHOW rules & regulations

Wednesday, October 10, 2018 | Phoenix Convention Center South Building, Hall F

OBJECTIVES OF THE HBACA SOUTHWEST BUILDERS SHOW

To provide a unique framework for the dissemination of the newest ideas in the housing industry through the assembly of leaders from all areas of the home building industry, with program activities and product displays, and with the primary purpose of exchanging information directed at solving complex building needs. The Conference and Exhibit helps provide a forum for the introduction of new building products and services to the Home Builders Association of Central Arizona (HBACA) members and nonmembers.

CHARACTER OF EXHIBIT

It is understood and agreed by each exhibitor that the HBACA Exhibit is undertaken by HBACA (hereinafter "Show Management") primarily for the education of its members, who represent all phases of the housing industry. To this end, each exhibitor agrees as follows:

1. To exhibit only products it manufactures or distributes, comprising materials, equipment, apparatus, systems, services, and other component products pertinent to the building industry;
2. To display such products or services in a manner which is intended to describe and depict the advantages of using such products or services;
3. **Show Management cannot guarantee that a company exhibiting similar products (including an exhibitor's competitor) will not be located in a nearby or adjoining booth space;**
4. That this application becomes a binding contract upon issuance of the confirmation and invoice.

Show Management reserves the right:

1. To prohibit any exhibit or part thereof which, in its sole opinion, violates the agreement described herein or is, in any other way, not suitable to or in keeping with the character and spirit of the Exhibit;
2. To close an exhibit which is found to violate this agreement during the course of the Exhibit;
3. To refuse to permit an exhibitor who violates this agreement to participate in one or more future HBACA Exhibits by reason thereof;
4. To change the floor plan (including but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations or provide, in its exclusive judgment, a safer, more satisfactory, attractive and successful Exhibit.

Show Management has absolute discretion to exercise these rights and neither Show Management nor any of its officers directors, members, employees and agents shall have any liability to any Exhibitor in connection with such exercise.

EXHIBIT REGULATIONS

NOTE: In order to provide a well-balanced, well-regulated, attractive, and successful Exhibit, no exceptions to the following rules will be permitted. Show Management reserves the right to enforce strict compliance with these Rules and Regulations.

1. The cost of standard in-line exhibit space for HBACA members is U.S. \$10.00 per square foot per 10' x 10' booth space until August 10, 2018. A late fee may be added to any booth purchased after that date.
2. **Exhibits must be fully contained within the contracted exhibit space.**
3. **Booth Height:** The height of booths, display equipment, and signs shall be limited to a height of 12' unless written approval of an exception is granted by Show Management at least one week prior to move-in date.
4. **Booth Depth:**
 - a) **In-Line Booths:** All display fixtures over 4' in height must be confined to the area of the Exhibitor's booth space which is at least 5' from the front aisle line (i.e. the maximum 12' booth height is only permitted in the rear half of the booth).
 - b) **Peninsula (end cap) & Island Booths:** Full use of the cubic content of the booth is permitted to the maximum booth height of 12'.
5. **Exhibitors are allowed to build solid backwalls and solid sidewalls (in accordance with item 4 above) in their booth.** All backwalls and sidewalls must be finished off facing the neighboring booths. Exhibitors who do not finish off sidewalls and backwalls must arrange and pay for necessary draping to cover the unfinished walls of their neighbors. Such areas facing the neighbors may not display any company name, logos, or any other advertising. Show Management will install drapery material, at the exhibitor's expense, in such areas, where, in its sole discretion, it deems necessary.
6. Exhibitors shall be responsible for providing booths, booth equipment and a backwall or sidewalls as needed. **ALL TEMPORARY WIRING MUST BE ACCESSIBLE AND FREE FROM DEBRIS AND STORAGE MATERIALS. Hardback booths must be at least 9 inches from the rear booth lines and 18 inches between hard walls.**
7. Heavy or high equipment such as tractors, trucks, earth moving machinery, cement mixers, scaffolding, roof trusses, elevators, etc., will be assigned locations providing the necessary height and load support for their presentation and shall be allowed only in the sole discretion of Show Management.
8. The use of loudspeakers, recording equipment, television sets, radios, operating machinery, or any other apparatus which is of sufficient volume to annoy neighboring exhibitors will not be permitted. Exhibitors using audio systems and/or live entertainment must keep amplification at a conversational level. Failure to do so will result in the immediate discontinuation of all amplification. The use of speakers will be permitted only if they are within the confines of the contracted exhibit space and facing inward and not toward the aisles. Adequate sound insulation must be built around the speakers to assure non-interference with neighboring exhibitors. The sound from any and all audio presentations, equipment demonstrations, or any other booth activity must not spread beyond the immediate area of the display. Light and Laser shows or demonstrations must not project beyond the exhibitor's booth. Stages, if used in exhibits, must face the inside of the booth in order to prevent the audience from blocking the aisles. In any event, exhibitors planning the aforementioned demonstrations should plan them in such a way that the attendees watching the demonstrations do not block the aisles. **All these regulations will be strictly enforced. Failure to comply with these regulations can result in Show Management suspending the use of the exhibitor's amplification equipment or shutting down power to all or part of the booth.**
9. **No beer, wine or liquor allowed on the show floor. Dispensing or serving of beverages or food from the booth must be approved in writing by the Show Management and the Phoenix Convention Center and their contracted partners prior to the commencement of the Exhibit. Popcorn machines or the dispensing of popcorn is prohibited on the exhibit floor.**
10. **Hanging or attaching signs or any other booth equipment, materials or lighting from any part of the Phoenix Convention Center is NOT ALLOWED.**
11. Exhibitor will pay the costs of any structural engineer or other consultant required by Show Management in connection with an Exhibitor's Exhibit. Smoke and/or fog-producing machines may not be used at any time.
12. Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit and **neither Show Management nor the Phoenix Convention Center shall have any liability for any lost or stolen items.**
13. Live animals of any kind (excluding Service Animals) are not allowed on the exhibit floor.
14. **Helium Balloons:** All helium balloons must be approved in writing by the Show Management and the City of Phoenix Fire Marshall. Small individual balloons are not permitted.

INSTALLATION & REMOVAL OF EXHIBITS

Complete details regarding the installation and removal of exhibits are included in the Exhibitor Service Kit. No exhibits may leave the building at any time after installation until the final closing of the Exhibit unless special permission is obtained in writing from Show Management. No exhibits may be removed from the building until all bills accruing against the Exhibitor are fully paid or credit is approved by the creditor. In case of attachments or other legal proceedings affecting the Exhibit, the Exhibit shall forthwith become the property of Show Management. Exhibitor agrees to indemnify and hold Show Management, its officers directors, members, employees and agents harmless from any and all liability, claims, or expenses of any kind whatsoever, including Show Management's legal fees and costs, arising out of or in connection with such claims.

CONTRACTOR SERVICES

Exhibitors are welcome to hand carry items from the loading dock to their booth location and to assemble and dismantle their own booths. Exhibitors will provide only the material and equipment that they intend to use in their exhibit space. Show Management has agreements with contractors (hereinafter "Official Contractors") to provide various services to exhibitors (i.e. electrical, water, internet, forklift). These Official Contractors will provide all other show services as set forth in the Exhibitor Service Kit, which contains forms and instructions for obtaining the necessary services. **All services not ordered in advance must be procured through the Exhibitor Service Desks, which will be maintained in the exhibit hall.**

Exceptions to the foregoing will be considered only in cases where Show Management has received a request in writing from the exhibitor **no later than September 7, 2018**. To be eligible for consideration as an exception, an exhibitor must attach the following to its request:

1. An original, valid certificate of insurance for itself and/or its Exhibitor Appointed Contractor in limits satisfactory to Show Management;
2. A description of the work to be done and the personnel to be used;
3. Evidence of any and all business permits, licenses, insurance and/or fees that may be required by the applicable state, county or local authorities with respect to the work performed;
4. The Request for Set-Up by an Exhibitor Appointed Contractor Form from the Service Kit.

An exception will be granted only if it will not interfere with or prejudice the orderly set up, interim services, or dismantling of the exhibition. Such exception may be granted in the sole and absolute discretion of Show Management. An exception will not be granted if it is inconsistent with the commitments and obligations assumed by Show Management in any contract with Official Contractors, or in its agreement with the lessor of the exhibit space. For services such as electrical, plumbing, telephone, custom cleaning, and drayage (including all movement of material and equipment), no exception will be made, and the Official Contractor must be used. To make it possible to set up the Exhibit in the limited time available and to avoid confusion and congestion, the official drayage contractor must control all inbound and outbound traffic in loading and unloading areas, in the aisles, or in any other freight traffic patterns. In the event that an exception is granted, Exhibitor and/or its contractor(s) must obtain and

maintain insurance (to the extent and in such amounts as requested by Show Management) and such insurance must include Show Management as an additional insured. Certificates of insurance evidencing that Show Management is an additional insured must be provided to Show Management prior to any work being performed.

EXHIBITOR BADGES

In order to facilitate the Exhibitor Appointed Contractor personnel's access to work on the floor of the exhibit halls, Show Management requires that **each** EAC company supply their own badges to their labor, supervisors, and management. These badges **must** have the EAC's company name. For Exhibitors who are setting up their own booths, Show Management reserves the right to require employees of Exhibitors to wear badges during set-up and tear down of exhibits. Should badges be required, Show Management will let Exhibitors know prior to set-up how/where to obtain badges. In its sole discretion, Show Management reserves the right to terminate entry privileges of Exhibitor employees or their agents.

SUBLETTING SPACE

No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall any exhibitor exhibit therein any other goods, apparatus, material or service that is not manufactured or distributed by the exhibitor in the regular course of its business or allow any other person or party to do so. If it is necessary to use the equipment of another manufacturer, that equipment should be displayed separately, and no advertising of that equipment may be displayed. Use of equipment of another manufacturer requires the prior written consent of Show Management.

CATALOGS, SOUVENIRS, ETC.

Soliciting, polling, interviewing, etc. in any part of the Phoenix Convention Center other than exhibitors' booths is strictly prohibited and any person so doing will be required to leave the building. Circulars, catalogs, magazines, folders, and any other matter may be distributed **only from within the exhibitor's booth** and must be related strictly to the products and/or services on display or directly available from the individual exhibitor. Distribution of materials from wheeled carts is prohibited. Distribution from booth to booth or in the aisles is forbidden, and exhibitors must confine their exhibit activities to their contracted space. Strolling entertainment or moving advertisements outside of an exhibitor's assigned space is not permitted.

FIRE REGULATIONS

Each exhibitor is expected to be knowledgeable of and adhere to all Federal, State, and local laws and regulations while participating in the **HBACA Southwest Builders Show**. Show Management has no responsibility for exhibitors' compliance with applicable laws. Compliance with applicable laws is mandatory and is the sole responsibility of the exhibitor. All exhibitors, service contractors and any other parties exhibiting or working in the Phoenix Convention Center must comply with all applicable Federal, State and Municipal building and fire codes, and all exhibits must pass Fire Department inspection before opening date. **Welding equipment, open flames, smoke-emitting materials or large amounts of combustible materials used in exhibits must be approved in writing by Show Management, the Phoenix Convention Center Event Services and the Fire Marshal. COOKING WITH LP GAS IS NOT ALLOWED. Copies of any approvals obtained from the Fire Marshal (and evidence of insurance regarding same) must be provided to Show Management prior to any use of the substances contemplated by this paragraph.** Any questions regarding specific situations should be referred to the Phoenix Convention Center Event Services Department. This will enable that Department to solve any problems prior to the opening of the Exhibit. **ALL FLAMMABLE MATERIALS MUST BE TREATED WITH FIRE RETARDANT.**

CARE OF BUILDING

The Phoenix Convention Center prohibits any attachments or installation of materials of any kind in the walls, ceiling, columns, floors, or other common areas of the Phoenix Convention Center, inside or outdoors. Exhibitors may not distribute helium balloons. Glitter and/or confetti may not be used or distributed in the Phoenix Convention Center. Use of helium balloons for attachment to authorized displays must be approved in writing by Show Management and the City of Phoenix Fire Marshal. Exhibitors may not mark, damage, or otherwise deface any part of the building or property belonging to the Phoenix Convention Center. Any such damage shall be the sole responsibility of the exhibitor. Each exhibitor further agrees to hold Show Management harmless and indemnify Show Management, its officers, directors, members, employees and agents from any claims, losses, or expenses resulting from their breach of this covenant.

PAYMENT FOR SPACE

The exhibitor specifically recognizes and acknowledges that Show Management will be harmed if the exhibitor cancels its exhibit space after it has been assigned and confirmed by Show Management. Any prospective exhibitor leasing space who fails to make the payment required by this agreement or who cancels such space after August 10, 2018, shall forfeit all monies paid and all rights in and to the use of the contracted exhibit space, and Show Management shall have the right to dispose of the released space in such way as it may consider in its interests (including re-sale of such exhibit space without any liability on the part of Show Management). The exhibitor shall have no right to a listing in the Official Exhibit Guide. **FULL PAYMENT IS DUE UPON TIME OF REGISTRATION OR WITHIN FIVE (5) BUSINESS DAYS IF PAYING BY CHECK. THERE WILL BE A CHARGE OF U.S. \$50.00 ON ALL CHECKS RETURNED TO Show Management BY OUR BANK. ANY MONEY SENT TO Show Management AFTER September 7, 2018 MUST BE IN THE FORM OF A CASHIERS CHECK, MONEY ORDER OR CERTIFIED CHECK. COMPANY CHECKS WILL NOT BE ACCEPTED AFTER September 7, 2018.** Any exhibitor who has not made full payment for its contracted exhibit space by September 7, 2018 may be excluded from the Official Exhibit Guide.

REFUNDS

ANY CANCELLATION OF THIS LEASE MUST BE MADE IN WRITING TO Show Management. CANCELLATIONS MADE BY August 10, 2018, WILL BE SUBJECT TO AN ADMINISTRATIVE CHARGE OF \$300.00. IF AN EXHIBITOR CANCELS AFTER August 10, 2018, **THERE WILL BE NO REFUNDS WHATSOEVER.**

LIABILITY, INSURANCE REQUIREMENTS

Neither Show Management, the Phoenix Convention Center, nor HBACA, its officers, directors, members, employees, or agents of any of them, shall have any liability for any personal injury to the exhibitor or its officers, guests, agents, or employees, or to any other person in attendance at the Exhibit, or for any damage to or loss of any property of the exhibitor or any of its officers, agents or employees, or of any person in attendance at the Exhibit; whether such injury, damage or loss is caused by action of the elements or by acts or omissions of any such parties, whether any such injury, damage, or loss occurs prior to, during, or after the Exhibit, unless such injury, damage, or loss is the direct result of the gross negligence or willful act of one or more of such parties. The exhibitor, on signing the contract, expressly releases such parties from, and agrees to indemnify them against, any and all claims for such injury, damage, or loss, and hereby waives same. **Show Management requires that each exhibitor purchase insurance covering public liability and loss, including damage and theft, to protect against possible claims arising out of the operation of the exhibit. Such insurance shall be in such amounts and shall have such deductibles as may be reasonably requested by Show Management. Show Management must be included as an additional insured (and, as applicable, loss payee) for all such policies.** Certificates of insurance showing such additional insured (and, as applicable, loss payee) must be provided to Show Management prior to commencement of the Exhibit. All insurance required by these Rules and Regulations must be obtained prior to commencement of the Exhibit and must be maintained until the display or exhibit of the applicable Exhibitor is completely removed from the Phoenix Convention Center. Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Phoenix Convention Center, its owners or managers which results, either directly or indirectly, from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless the HBACA, its officers, directors, members, employees, or agents and the Phoenix Convention Center, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates from any damages or charges resulting from or arising from or out of the Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of Exhibitor's occupancy and/or use of the exhibition premises, the Phoenix Convention Center or any part thereof. The Exhibitor understands that the Phoenix Convention Center does not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain such insurance. The indemnity language in this "Liability, Insurance Requirements" section and any other indemnity under these Rules and Regulations shall survive the termination of the agreement between Show Management and the Exhibitor and shall survive the cancellation, termination, expiration or end of the Exhibit.

EVENTUALITIES

In the event that an event, including but not limited to, acts of God, acts of terrorism or other violence, regulations or orders of governmental authorities, fire, flood or explosion, war, disaster, civil disorder (including labor disputes or demonstrations of any kind), curtailment of transportation facilities, or other emergency makes it illegal, or otherwise impractical for Show Management or the Phoenix Convention Center to provide the facilities or services contracted herein, this Agreement shall terminate without further obligation on the part of any party hereto. In the event of postponement or disruption of the Exhibit for any cause beyond the control of Show Management, Show Management shall have no obligation whatsoever to Exhibitors. Settlement by adjustment may be made to each exhibitor on a pro rata basis. Show Management's maximum liability under any circumstances whatsoever will not exceed the amount actually paid to Show Management by exhibitor for exhibit space pursuant to this contract.

ATTENDANCE

Admission to the Exhibit will be available to all registered Show attendees. The Association makes reasonable attempts to attract qualified attendees to its Show **but does not guarantee specific volumes or levels of attendees.** The exhibitor hereby waives any and all claims against Show Management for damages or compensation due to cancellation or postponement of the Exhibit pursuant to this paragraph.

AMENDMENTS

Show Management, through the Home Builders Association of Central Arizona, shall have full power in the interpretation and enforcement of all Rules contained herein. Further, this list of Rules and Regulations is not exhaustive and, therefore, any of the entities listed in the previous sentence shall have the power to make, from time to time, such reasonable amendments thereto and such further Rules and Regulations as it shall consider necessary for the proper conduct of the Exhibit, provided same do not materially diminish the contractual rights of Exhibitor.

AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

Exhibitor agrees to comply with applicable requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the ADA) and agrees to hold Show Management and its officers directors, members, employees and agents harmless from and against all claims that may be brought against exhibitor on the basis of exhibitor's noncompliance with ADA requirements. All Exhibitor personnel who may need special assistance or auxiliary aids pursuant to the ADA should contact Show Management as soon as possible.

NON-WAIVER

These Rules and Regulations (and any other rules and regulations established in accordance with this document) may be enforced by Show Management in its sole and absolute discretion. Any non-enforcement of any one or more of same against any exhibitor shall not constitute a waiver of such rule or regulation as against any exhibitor, and Show Management, at any time, may choose to enforce such rule or regulation.

JURISDICTION

This Agreement shall be governed by, construed and enforced according to the laws of Arizona (excluding Arizona's conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of Arizona, which shall be the exclusive venue for any disputes relating to this agreement.