

Exhibitor's Agreement

2010 Smoky Mountain Home Show

This Exhibitor's Agreement (Agreement) is made on this _____ day of _____ 20____, between _____, (Exhibitor) and the Sevier County Home Builders Association (SCHBA). Exhibitor desires to lease booth space as an exhibitor at the 2010 Smoky Mountain Home Show (Show) to be held at the Sevierville Events Center at Bridgemont (Events Center) February 4 - 8, 2010; open to the public February 5 - 7, 2010.

Exhibitor and SCHBA agree as follows:

1. **Request for Booth Space.** Exhibitor hereby requests that SCHBA grant to Exhibitor a lease for booth space at the Events Center for the Show in accordance with the terms and conditions of this Agreement, the attached Rules and Regulations of the 2010 Smoky Mountain Home Show and all other published (or to be published prior to the Show) rules and regulations of the SCHBA and the rules and regulations of the Events Center.

2. **Number of Booths and Booth Preferences.** Exhibitor wishes to lease _____ booth(s) in the Show. Exhibitor's preferences for booth(s) are as follows:

1st Choice _____ 2nd Choice _____

3rd Choice _____ 4th Choice _____

3. Exhibitor Information:

Legal Name of Business (Exhibitor) _____

Contact: _____

Email: _____

Contact Onsite at Show: _____

Cell Phone: _____

Following will appear in all Smoky Mountain Home Show Listings and Program:

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (____) _____ Fax: (____) _____

Website: www. _____

Categories (see list): _____

Products/Services to be exhibited: _____

3. Floor Plan and Booth Placement. SCHBA reserves the right to make changes to the overall Show floor plan and/or booth assignments in its sole discretion in order to serve the best interest of the SCHBA, the Show and its collective exhibitors. Placement in any of the above requested spaces is not guaranteed. All booths are available on a first come, first served basis. Booth placement is determined by the SCHBA according to what it believes, in its sole discretion, will be in the best interests of the Show and the SCHBA.

4. Laws and Governing Ordinances. Exhibitor agrees to obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show. Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.

5. Intellectual Property Rights. The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of SCHBA. The Exhibitor agrees to indemnify and save harmless SCHBA and the Events Center (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.

6. Rules and Regulations. Exhibitor agrees to abide by and follow all rules and regulations that exist now, or shall be promulgated in the future, by the SCHBA or the Events Center concerning the Show. Exhibitor acknowledges and agrees that the document entitled "Rules and Regulations of the 2010 Smoky Mountain Home Show" (Rules and Regulations) attached hereto as "Exhibit A" is an essential part of this Agreement and that all of the matters set forth therein are as binding upon Exhibitor as if they were set forth verbatim in this Agreement and are hereby incorporated by reference into this Agreement.

7. Deposit and Full Payment. In order to reserve space in the Show, Exhibitor shall pay SCHBA the sum of no less than \$100 per booth (amount stated per booth (\$500 member; \$750 non-member) in accordance with the Rules and Regulations. One half of balance to be paid by November 20, 2009. Final balance being due no later than January 8, 2010. If final payment is not received on or before January 8, 2010, the SCHBA reserves the right to release Exhibitor's booth(s) to other exhibitors and all deposits will be forfeited.

8. Liability and Insurance. The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. At the request of SCHBA, the Exhibitor shall provide SCHBA with a copy of such policy. The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. Neither SCHBA nor the Events Center will assume liability for the loss for damage, through any cause, of equipment, products, goods, exhibits, or other materials owned, rented or leased by the Exhibitor.

9. Cancellation. The Exhibitor shall have the right to cancel this agreement by notice in writing to be delivered to SCHBA no later than thirty (30) days preceding the opening date of the Show. All deposits received by SCHBA up to the date of notice of cancellation are nonrefundable and non-transferable.

10. **Termination.** If the Exhibitor violates or breaches any terms or conditions of this agreement, all payments made by the Exhibitor and all amounts due to SCHBA shall be deemed earned by SCHBA and all deposits received shall be non-refundable and nontransferable. In the event of any violation or breach of the terms and conditions of this agreement, SCHBA shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as SCHBA deems appropriate, including, but not limited to, re-assigning its use to another exhibitor.

11. **Release and Hold Harmless.** Exhibitor does hereby release and hold harmless the SCHBA, its employees, volunteers, members, successors and assigns, officers and directors, from any and all actions, claims and demands for damage, loss or injury, made by Exhibitor, his/her/its agents, owners, employees and/or guests based, in whole or in part, upon or by reason of its participation, in any manner whatsoever, in the Show.

12. **Force Majeure.** In the event that the Events Center in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or the primary agreement between SCHBA and the Events Center is terminated, cancelled or amended or for any reason abated as to any portion of the space or adjacent areas, such termination, cancellation, amendment or abatement shall at SCHBA's option, operate as a cancellation of this agreement; or SCHBA is unable to permit the Exhibitor to occupy the facility or the space, or if the Show is cancelled or curtailed, for any reasons beyond the control of SCHBA, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, SCHBA will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

I/we hereby agree to all items set forth in this Agreement, as well as all items set forth in the Rules and Regulations made a part of this Agreement. I/we agree further to pay the SCHBA for the booth space rented in accordance with the payment schedule set forth in the Rules and Regulations. I/we have sent the deposit payment with this Agreement.

EXHIBITOR:

Company: _____

By: _____

Print Name: _____

Title: _____ Date: _____

Sevier County HBA: _____ Date: _____

CALL TO CHARGE CREDIT CARD **OR** MAKE CHECKS PAYABLE TO:
SEVIER COUNTY HBA

Mail or deliver to: 509 High Street, Sevierville, TN 37862
OFFICE: 865.453.4712 FAX: 865.908.8220

***This agreement is not valid until fees are received by the SCHBA.
Payment in full must be received by January 8, 2010, to guarantee booth(s) in the show.***

<i>Office use only:</i>			
Date Recv'd _____	Deposit Amt _____	CC / CK _____	Booth(s) Assigned _____
Inv 1 Date _____	Inv 2 Date _____	Inv 3 Date _____	
Amt Recv'd _____	CC / CK _____	Amt Recv'd _____	Amt Recv'd _____ CC / CK _____

EXHIBIT A: RULES AND REGULATIONS SMOKY MOUNTAIN HOME SHOW

Set-up and Show Times: Exhibitor agrees that all booths must be fully set-up and ready for the show no later than Friday, February 5, 2010 at 11:30am.

Schedule is as follows:

Move-In & Set-Up:

Thursday, February 4, 2010 - 10:00am to 8:00pm
Friday, February 5, 2010 - 8:00am to 11:00am
(if additional time is needed, please make arrangements with SCHBA show coordinator)

Show Preview Open to the Select Invitees:

Friday, February 5, 2010 - 11:30am to 2:00pm

Open to the Public:

Friday, February 5, 2010 - 2:00pm to 8:00pm
Saturday, February 6, 2010 - 8:00am to 6:00pm
Sunday, February 7, 2010 - 11:00am to 5:00pm

Break-Down & Move-Out:

Sunday, February 7, 2010 - 5:00pm to 8:00pm
Monday, February 8, 2010 - 8:00am to 8:00pm

Interior Exhibit Booth Prices:

SCHBA Members: \$500
Non-Members: \$750

Exterior Exhibit Space:

Limited space is available for exterior exhibits.
Contact SCHBA for more information.

Booth Space: The term "booth" refers to exhibit space which measures no more than 10'x10'. Each booth will be constructed of curtained walls on three sides, including an 8' high back wall and 3' sidewalls. One skirted 6' table, two chairs, identification signage and a waste basket will be provided. Exhibitor may provide, at his own expense, decorations, carpeting or other floor covering satisfactory to the SCHBA and the

Events Center. All decorations must be fire retardant. No plastic or paper tablecloths are allowed. Such floor covering must be secured in such a way as to minimize any possibility of causing injury to other persons in the hall (i.e., tripping, falling, etc.), to the satisfaction of the SCHBA and Events Center.

1. **Assignment of Space:** Exhibitors must list first, second, third, and fourth choices of booth space in order of preference in Paragraph 2 of the Agreement. Agreement must be accompanied by check in the correct amount in order to reserve booth space. The SCHBA will make reasonable efforts to assign Exhibitor the requested booth space and to provide a reasonable distance from exhibitors that may be in direct competition with Exhibitor. However, the SCHBA reserves the right to assign space in its sole discretion and all decisions regarding booth assignments are final and will not grant Exhibitor any right to a return of any funds. The SCHBA reserves the right to make changes in the floor plan and assignments at its discretion in order to serve the best interest of the SCHBA, the Show and its collective exhibitors.

2. **Payment/Timing of Payments:** A deposit for each booth of \$100 along with the executed Exhibitors Agreement is needed to **reserve & retain** booth space. This reservation is conditional upon full payment of the entire booth cost being made by the Exhibitor once booths have been assigned. The SCHBA will bill all Exhibitors for the full amount of the booth price once booths have been assigned. One half of balance to be paid by November 20, 2009. The remainder of the fee of \$500 for SCHBA members and \$750 for non-members per booth and **full payment of all funds due must be received by SCHBA by January 8, 2010, in order to guarantee space in the Show.** Refunds of fees paid to the SCHBA will only be made at the discretion of the SCHBA, subject to the terms and conditions set for the in the Paragraphs entitled "Liabilities" and "Eventualities". In no event will any funds be refunded to any exhibitor based upon any event that occurs after January 22, 2010.

3. **Installation and Tear Down:** Exhibitors may furnish and/or build their own booth space according to the schedule in Paragraph 1 above. No exhibits may be dismantled or torn down and no part of any exhibit may be removed from the booth, until the close of the show by the SCHBA **no sooner than 5:00pm Sunday, February 7, 2010.** Exhibitor may

be fined at the discretion of the SCHBA for early break-down, and may be prohibited from participating in future SCHBA Home Shows. All exhibits must be removed in full from the convention center on or before 8:00pm Monday, February 8, 2010.

PRIOR TO THE START OF CONSTRUCTION OF BOOTH(S) ALL VEHICLES MUST BE REMOVED FROM THE EVENTS CENTER BUILDING. ANY ITEMS LEFT IN THE EVENTS CENTER AFTER 8 P.M. ON MONDAY, FEBRUARY 9, 2010 WILL BE DISCARDED BY THE EVENTS CENTER AT THE EXPENSE OF THE EXHIBITOR.

4. Unoccupied Space and Failure to Adhere to Rules: If Exhibitor fails to occupy the rented booth space by 11:30pm on Friday, February 5, or fails to comply with the terms of the Exhibitors Agreement and these Rules and Regulations, the SCHBA shall be entitled to reassign and use such booth space in any manner whatsoever without releasing the Exhibitor from the Exhibitors Agreement and the obligation to fully pay for the booth space.

5. Use of Booth, Assignment and Subletting: SCHBA reserves the right, in its sole and unfettered discretion to: determine the eligibility of Exhibitors and exhibits for the Show; reject or prohibit exhibits or Exhibitors which SCHBA considers objectionable, inappropriate, disruptive or offensive to SCHBA, other Exhibitors or Show attendees; cancel, in whole or in part, the Show due to an event of force majeure. Exhibitor does not have the right to allow anyone other than Exhibitor to occupy or use the booth space and Exhibitor may not assign or sublease the booth space for any reason to any person under any circumstances **without the express written permission of the SCHBA**. The Exhibitor must use the space for the exhibition of the product or services listed in the Agreement and for no other purpose.

6. Booth Furnishings, Electricity, Water, Telephone/Data, Audio/Visual: **The SCHBA does not provide any utilities with the rental of the booth space**. As set forth below, the Events Center and/or its designated contractor(s) will provide, at the **Exhibitor's expense**, utilities and other items. Forms are available at the SCHBA office or for download off the Show website. Exhibitor is solely responsible for submitting those forms and payment of all such items ordered from the Events Center and its designated contractors. Anything provided by the Exhibitor must meet local fire codes and other local and state codes.

7. Care of Exhibit Space: The aisles will be swept and cleaned each night and periodically during the show. It is the sole responsibility of the Exhibitor to clean all booth space and keep it in good order.

8. Booth Staffing and Manning: All booths must be staffed and manned during **ALL** hours of the Show. Any booths left unmanned shall be subject to removal or re-assignment by the SCHBA.

9. Booth Completion: The exposed backs or sides of all booths must be properly draped or finished with signage so that it will not interfere with adjoining booths.

10. Lighting: In order to light a booth, electricity must be ordered from Events Center's designated contractor. Forms are available to request and contract this service.

11. Limits on Exhibits: All exhibits must be fully contained within the booth space and cannot extend into the aisle or into an adjoining booth space.

12. Limits on Booth Activity (Mascots, PA systems, etc.): No person shall be allowed to engage in activity related to any Exhibitor's booth in areas outside of the actual booth space. Specifically, there shall be no distribution of material outside the booth, no standing in aisles, no mascots or representatives outside of the booth space and no other booth related activity outside of the booth space. Individual public address and/or audio visual sound systems are permitted on the premises, but must not be audible more than 8 feet from the booth. Exhibitors pledge to comply with reasonable requests from occupants of nearby booths relating to sound levels of such systems. No helium balloons.

13. Signage: All perimeter signage above 8 feet must face the interior of the booth. All signage is subject to approval by the SCHBA and Events Center. Exhibitors may request that signs be hung from the Events Center ceiling, but no such placement is guaranteed, and is at the discretion of the Events Center and SCHBA. SCHBA has arranged for Sign and Banner hanging to be accomplished at an additional expense. Forms are available at the SCHBA office or for download off the Show website. **ANY SIGNS THAT REQUIRE EVENT CENTER PERSONNEL TO HANG (I.E., SIGNS HUNG FROM THE CEILING OF THE EVENTS CENTER) MUST BE HUNG AT THE EXHIBITOR'S EXPENSE AND**

HANGING MUST BE ARRANGED THROUGH SCHBA.

14. Food and Beverage: Centerplate is the exclusive provider of food and beverage in the Events Center. If you want to offer food or beverage in your booth to the attendees or for yourselves, you must make arrangements with Centerplate. Samples of food, candy, etc. and non-alcoholic beverages are restricted to food at 2 ounces, liquids at 4 ounces. Forms can be obtained by visiting Show website or contacting SCHBA office. No open flames or frying will be permitted. The local Fire Marshall must address all special cooking requirements. Contact SCHBA for information and requirements.

15. Compliance with SCHBA and Events Center Rules: Exhibitor hereby agrees to comply with all rules and regulations of the SCHBA and Events Center. The Exhibitor agrees that admittance to the Events Center and the Show is permitted to the Exhibitor on a day-to-day basis and is based upon strict compliance with the rules and regulations in this Agreement, as well as other rules and regulations adopted, formally or informally, by the SCHBA and the Events Center relating to the Show. **SCHBA RESERVES THE RIGHT TO REJECT, EJECT OR PROHIBIT ANY EXHIBITOR OR ANY PART OF A BOOTH OR EXHIBIT, WITH OR WITHOUT GIVING CAUSE.**

16. Marketing Release: Exhibitor agrees that the SCHBA has full broadcast rights to footage filmed at the Show, as well as full rights to any still photography taken at the Show for self-promotional usage in subsequent events.

17. Damages: Exhibitor shall be liable for any and all damages made to the building, walls, columns, standard booth equipment or other exhibitor's property. Exhibitor's may not apply paint, lacquer, adhesive or any other coating to the building, floors, columns or walls or to standard booth equipment.

18. Liabilities: THE SCHBA DOES NOT MAKE ANY WARRANTY OR GUARANTY TO EXHIBITORS AGAINST LOSS OR DAMAGE OF ANY KIND. ALL BOOTH SPACE IS LEASED AT THE RISK OF THE EXHIBITOR AND THE EXHIBITOR AGREES TO RELEASE, INDEMNIFY

AND HOLD HARMLESS THE FOLLOWING PARTIES FROM ANY AND ALL LIABILITY FROM ANY CAUSE RELATED IN ANY WAY TO THE SHOW: THE SCHBA, ITS EMPLOYEES, AGENTS, VOLUNTEERS, OFFICERS, DIRECTORS AND MEMBERS; THE CITY OF SEVIERVILLE, THE SEVIERVILLE EVENTS CENTER (ALL OF WHOM ARE COLLECTIVELY REFERRED TO BELOW AS THE "HOME SHOW PARTIES"). NONE OF THE HOME SHOW PARTIES SHALL BE HELD RESPONSIBLE BY EXHIBITOR IN ANY MANNER WHATSOEVER, FOR ANY LOSS, DAMAGE OR INJURY THAT MAY OCCUR TO THE EXHIBITOR, EMPLOYEES, GUESTS OR PROPERTY FROM ANY CAUSE WHATSOEVER PRIOR TO, DURING OR SUBSEQUENT TO, THE SHOW FOR ANY LOSS, DAMAGE OR INJURY RELATED IN ANY WAY TO THE SHOW OR EXHIBITOR'S PARTICIPATING IN THE SHOW.

19. Eventualities: In the event that the Events Center is partly or totally destroyed, or the Show is otherwise prevented from occurring by fire, the elements, an act or acts of God, an act or acts of war and/or terrorism, strikes or any other cause that is out of control of the SCHBA, this Agreement shall be terminated and the Exhibitor hereby waives all claims and demands against the SCHBA.

BY SIGNING YOUR AGREEMENT, YOU ARE ACKNOWLEDGING AND AGREEING TO ALL THE 2010 HOME SHOW RULES & REGULATIONS OUTLINED IN THIS DOCUMENT.



Sevier County Home Builders Association
509 High Street, Sevierville, TN 37862
PHONE: 865.453.4712
FAX: 865.908.8220

Show Information
www.smokymountainhomeshow.com