

# HOME DESIGN & GARDEN SHOW

March 23, 24 & 25, 2012

## EXHIBIT SPACE AGREEMENT

Organized and Produced by the Forx Builders Association  
Please Return White Copy & Retain Yellow Copy



COMPANY NAME \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ FAX ( ) \_\_\_\_\_

EMAIL \_\_\_\_\_ TELEPHONE ( ) \_\_\_\_\_

PRODUCTS OR SERVICES TO BE DISPLAYED \_\_\_\_\_

### EXHIBIT BOOTH RATES

| Booth Size  | # Booths | Member  |        | Non/Mbr |        |
|-------------|----------|---------|--------|---------|--------|
|             |          | Member  | Badges | Non/Mbr | Badges |
| 10' x 10'   | 1        | \$ 335  | 6      | \$ 475  | 4      |
| 10' x 20'   | 2        | \$ 670  | 8      | \$ 950  | 4      |
| 10' x 30'   | 3        | \$ 1005 | 8      | \$ 1425 | 4      |
| 10' x 40'   | 4        | \$ 1340 | 10     | \$ 1900 | 5      |
| 20' x 20'   | 4        | \$ 1340 | 10     | \$ 1900 | 5      |
| 10' x 50'   | 5        | \$ 1675 | 10     | \$ 2375 | 5      |
| 20' x 30'   | 6        | \$ 1800 | 12     | \$ 2500 | 6      |
| 20' x 40'   | 8        | \$ 2400 | 14     | \$ 3300 | 7      |
| 20' x 60'+  | 12       | \$ 3300 | 20     | \$ 4100 | 10     |
| Table Tops  |          | \$ 200  |        |         | 2      |
| Non Profits |          | \$ 100  |        |         | 2      |

**Add \$35 for each corner booth**

**Membership dues must be current to receive member rates!**

*Please read reverse side for terms and conditions. Fill out agreement completely and legibly. All agreements must be signed. Return the white signed copy of the agreement to the Forx Builders Association.*

*I have read and agree to the terms & conditions of this agreement:*

Signature provides acceptance of agreement.

Please sign and return white copy of agreement along with booth payment to:

**Forx Builders Association**  
519 DeMers Avenue  
Grand Forks, ND 58201

For more information about the  
Forx Builders Association 2012 Home Design & Garden Show  
Call (701) 746-4536 or Fax (701) 746-6356  
Email: forxba@integra.net  
www.forxblders.com

EXHIBIT CHOICES ARE NOT GUARANTEES. SPACES ARE SOLD ON A FIRST-COME FIRST-SERVE BASIS AFTER 9-30-11. HOME DESIGN & GARDEN SHOW COMMITTEE HAS THE FINAL SAY ON ALL EXHIBIT ASSIGNMENTS.

CHOICE 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

#### MEMBER

Number of Exhibit Spaces \_\_\_\_\_ @ \$ \_\_\_\_\_

#### NON-MEMBER

Number of Exhibit Spaces \_\_\_\_\_ @ \$ \_\_\_\_\_

**Corner Space add \$35 per corner \$ \_\_\_\_\_**  
(if applicable)

LESS 50% DEPOSIT \$ \_\_\_\_\_

*Deposits will hold exhibit space until January 15, 2012. Remaining balance must be paid in full by January 15, 2012 or exhibit space will be forfeited.*

AMOUNT PAID \$ \_\_\_\_\_

BALANCE DUE \$ \_\_\_\_\_

#### PAYMENT METHOD

Check \_\_\_\_\_ (Please Make Payable to Forx Builders Association)

Cash \_\_\_\_\_

Account Number \_\_\_\_\_

Visa/ Master Card/ Discover Expiration Date \_\_\_\_\_

Signature \_\_\_\_\_

#### Show Manager's Use Only

Exhibit space assigned:

Check # \_\_\_\_\_ Date \_\_\_\_\_ Amount Paid \_\_\_\_\_

Balance \_\_\_\_\_

Check # \_\_\_\_\_ Date \_\_\_\_\_ Amount Paid \_\_\_\_\_

#### 2012 DATES AND SHOW HOURS:

|                     |                               |
|---------------------|-------------------------------|
| Wednesday, March 21 | Assigned set-up, 10 am ~ 5 pm |
| Thursday, March 22  | Assigned set-up, 8 am ~ 7 pm  |
| Friday, March 23    | Assigned set-up, 8 am ~ 1 pm  |
| Friday, March 23    | Show hours, 4 pm ~ 9 pm       |
| Saturday, March 24  | Show hours, 10 am ~ 6 pm      |
| Sunday, March 25    | Show hours, 12 noon ~ 5 pm    |

# Forx Builders Association

## 2012 Home Design & Garden Show Terms & Conditions

The purpose of the Forx Builders Association Home Design & Garden Show is to educate and make the public aware of products and services related to the housing industry and lifestyles in general. Exhibitor agrees to install an attractive and educational display of its products or services.

Because the prestige of the Show depends on the quality and responsibility of the Exhibitors, a review is made of all Exhibitors. In fairness to the Exhibitors and public alike, the Forx Builders reserves the right to refuse any exhibit, or any Exhibitor, or employee, which or who in the opinion of the Forx Builders is not in the best interest in the Show, and may at any time without assigned causes, and without notice, cancel the Agreement and remove the Exhibitor, his agents and property from the building. In the event of such cancellation, the Exhibitor hereby waives any claim for damages or for the recovery of any rental monies.

The exhibit will be built within the designated areas covered by contracts for space. The Forx Builders reserves the right to rearrange the floor plan, to make adjustments of space allotments and relocate any exhibit as it deems necessary for the best interest of the Show.

Exhibitor agrees to arrange a display so as not to obstruct view or mar general harmony of the expositions. All back walls and perimeter walls must be constructed or draped to a height of eight (8) feet. Maximum height including signage is ten (10) feet.

Exhibitor agrees to confine all activity concerning its display within the limits of its exhibition space; **WORKING THE AISLES IS NOT PERMITTED.**

The Exhibitor will be required to replace, repair or otherwise assume the expense for any defacement or injury of premises caused by its exhibit or its representative. The driving of nails, screws, or use of any method of attaching materials to walls, floors, or railings is prohibited.

Heavy materials or equipment shall not be dragged, skidded or rolled over the floors, but will be carried or moved on wheels of such size and type as will not cause scratches or mars not removable by ordinary routine methods of cleaning.

Materials and equipment that might cause a stain, mark or discoloration of the floors or walls shall be protected against such damage by water-tight pans, shields, baffles, or suitable devices. Only mat tape will be allowed on the floor.

Highly flammable or explosive materials are not permitted either for decoration, display or use within the building. The use of paper or fabric display materials is not permitted unless considered flame-proof by the Forx Builders or fire officials.

Open flames are not permitted within the building except by the consent of the Forx Builders. Liquor or intoxicating beverages are not permitted except by consent of the Forx Builders.

All TV, stereo, musical instruments, and other machines producing sound or vibration must be kept to a volume or level not to disturb neighboring exhibits. No microphones or sound amplifying equipment are permitted to demonstrate products unless approved by show manager.

No Exhibitor shall assign, sublet or apportion the whole or any part of its allotted space, nor display any goods other than those manufactured or sold by them in the regular course of business.

Exhibitors may not allow any article to be brought into or any act to be done upon the premises that will deface any part of the building or permit anything to be done by its employees or its agents by which the premises may be in any manner injured, marred or defaced. Violations of the regulations will give the Forx Builders the right to terminate the Exhibitor's Agreement, and the Exhibitor will forfeit to the Forx Builders all monies which may have been paid for rental and must reimburse the Forx Builders for the cost of repairing such damage to the building.

Exhibitor agrees to provide a complete list of products and serial number it will display, if requested, as a part of this contract agreement. All exhibits must conform strictly to the terms covered in this contract. The Forx Builders reserves the right to reject or prohibit any exhibit, part of any exhibit or proposed exhibit including person, things, conduct printed matter, catalogs or souvenirs which, in its opinion are not suitable to and in keeping with the character of the Show.

All goods, wares and merchandise of any kind placed in the exposition are understood to be at the owner's risk and by acceptance of this contract, the Exhibitor releases and shall hold the sponsors and Forx Builders harmless of, and from, any liability for damage, injury or loss to any person or goods from any cause whatsoever.

*Those services furnished by the Forx Builders include janitorial services (aisles only and rest-rooms) and general lighting, all within the limits of the facilities of the buildings. Exhibitors will be advised of their move-in times. Specific times will be designed for vehicle*

*unloading. Move-in schedules are dependent on weather conditions. All work must be completed no later than 1 pm on Friday as outlined in the Exhibitor's Manual. No exhibits may be removed before 5:00 p.m. on Sunday. All materials must be removed and the booth spaced restored by 10 a.m. Monday. Exhibitor agrees to observe designed hours of the Show as shown on the contract which is incorporated herein by reference.*

Except as otherwise provided in this paragraph, it is understood and agreed that if Forx Builders Association fails to open the show on the date and at the place as herein provided, or to furnish the space to the Exhibitor as herein described, or comparable space, it will refund to the Exhibitor all payments paid hereunder, which sum shall be in full satisfaction of all loss or damage suffered by the Exhibitor from such cause. If, however, the Forx Builders is unable to open the Show as herein provided, or is compelled to postpone or relocate said Show on account of strikes, fires, casualties, acts of God or other causes beyond Forx Builders Association's control, then it shall not be obligated to refund to the Exhibitor any payments paid hereunder nor shall Forx Builders be liable to the Exhibitor for any loss of any kind arising out of the cancellation, relocation or rescheduling of the Show.

The Forx Builders shall not be responsible for loss or damage of any Exhibitor's merchandise, display material or personal property. **THIS AGREEMENT DOES NOT CREATE A BAILMENT RELATIONSHIP.** Exhibitors are cautioned to use care in safeguarding exhibit materials and property during the installation period, during the Show and when the Show is being dismantled.

**INSURANCE:** The Exhibitor, at the Exhibitor's expense, shall obtain and maintain in effect a commercial general liability insurance policy, written on an occurrence basis, that provides coverage against claims for personal injury, death or property damage occurring on the premises of the Show, including without limitation the building and parking lots. Such policy shall afford protection with a limit of not less than One Million Dollars (\$1,000,000) combined single limit with respect to bodily injury, personal injury, or damage to property in any one occurrence. The Exhibitors shall cause the Forx Builders and the Show to be added as an additional insured on such policy and upon request, shall deliver to the Forx Builders and original or duplicate original policy or certificate of insurance evidencing said coverage. Failure by the Exhibitor to comply with the provision of this section shall result in the termination of the Agreement upon written notification to the Exhibitor by the Forx Builders and, should such termination occur, the Exhibitor shall not be entitled to refund of any part of the rental fee.

The Forx Builders will not in any way be liable for any injury that may occur to an Exhibitor, its employees or its agents, nor for the safety of any exhibit against accident or any other destructive causes. The Exhibitor shall indemnify and hold harmless the Forx Builders and the Show from and against any and all claims, liabilities, losses, costs, damages, expenses, including reasonable attorneys' fees, obligations or charges of any kind whatsoever made against or suffered by the Forx Builders in any way connected with or relating to the Exhibitor's participation in the Show.

**IF THE EXHIBITOR FAILS TO MAKE ALL PAYMENTS FOR SPACE OR OTHER CHARGES, OR MAKE SATISFACTORY ARRANGEMENTS FOR PAYMENT, THE FORX BUILDERS MAY SEIZE PROPERTY OF EXHIBITOR AND HOLD UNTIL ALL UNPAID CHARGES ARE FULLY SATISFIED TOGETHER WITH ACCRUED STORAGE CHARGES, MOVING COST, ATTORNEY'S FEES, COLLECTION FEES AND COURT COSTS, IF ANY.**

The Forx Builders reserves the right, should any space be forfeited, because of nonpayment of rental when due or other violations, to rent such space to any other applicant, but the clause 1) shall not be construed as creating an affirmative duty to mitigate or, 2) affect the obligation of the original Exhibitor to pay the full amount of rental agreed upon in case the space shall or shall not be relet.

Cancellation of exhibit area must be made in writing. Absolutely no refunds will be made.

Exhibitors shall not engage in any conduct or display any items, which have a tendency to belittle or discriminate against individuals because of their race, creed, color, national origin, sex, age or disability. Forx Builders management at its sole discretion may require any such conduct to cease immediately and the removal of any such items. The Forx Builders disclaims any responsibility for violations of this policy.

Any Exhibitor violating any of the above rules and regulations shall upon oral notification by the Forx Builders, forthwith comply with such rules and regulations. The Forx Builders reserves the right, upon refusal of Exhibitor to comply herewith, to cancel Exhibitor's lease and to remove, at Exhibitor's expense, its exhibit and to retain all monies previously paid for rent as liquidated damages for Exhibitor's breach.

Management reserves the right to adopt and promulgate such further rules and regulation as shall be reasonably necessary for the convenience and safety of all Exhibitors, and any and all such regulations or rules shall be as much a part hereof as though fully incorporated herein, and the Exhibitor agrees to conform and abide by them.