

PLEASE READ THIS CONTRACT IN FULL
YOUR SPACE WILL NOT BE RESERVED UNLESS YOU SEND IN ALL MATERIALS AND MEET ALL REQUIREMENTS
SIGNATURE REQUIRED FOR CONTRACT TO BE VALID

The 2017 Home & Garden Show Contract ("Contract") is entered into between The Home Builders Association of Fargo-Moorhead ("HBA of F-M") and Exhibitor. This Contract is for booth space in the Red River Valley Home & Garden Show, February 24-26, 2017 ("RRV Home & Garden Show" or "Show"). The HBA of F-M agrees to give Exhibitor use of booth space for the purposes as set forth in this Contract and Exhibitor agrees to the terms as stated in the Contract. This Contract includes all of the terms in the Contract and as contained on any attachments that may be made a part of this Contract, including the Rules and Regulations of 2017 Home & Garden Show ("Rules and Regulations") and the RRV Home & Garden Show prospectus. This Contract does not include electrical, parking, internet or decorator needs. Exhibitors must contract through the FARGODOME and/or the show decorator for those needs at an additional cost.

All inquiries regarding this Contract should be directed to the HBA of F-M, 1802 32nd Ave. S., Fargo, ND 58103.
P. (701) 232-5846 | F. (701) 280-1108 | E. allisonw@hbafm.com

FEBRUARY 24-26 | 2017

FARGODOME

Friday 3 p.m. – 9 p.m.

Saturday 9 a.m. – 6 p.m.

Sunday 11 a.m. – 5 p.m.

CHECKLIST

You **MUST** send in all of the listed materials for your booth space to be reserved.

☐ PAYMENT ☐ COMPLETED SIGNED CONTRACT

(A deposit of 50% of contract price if turned in before Nov. 18.
Full contract price due if turned in after Nov. 18. See payment
deadlines to the right.)

☐ GENERAL LIABILITY INSURANCE
(minimum of \$1 million)

☐ DAMAGE TO RENTED PREMISES
(minimum of \$50,000)

☐ AUTOMOBILE LIABILITY
(minimum of \$1 million)

☐ WORKERS COMPENSATION/EMPLOYEE LIABILITY
(ND companies: please supply certificate of premium payment from
Workforce Safety & Insurance)

If you do not have employees, please initial here _____

☐ ADDITIONAL INSURED
(HBA of F-M must be listed as an additional insured on the
Commercial General Liability policy.)

IMPORTANT DEADLINES

Nov. 18	Early Bird Rate Ends
Nov. 18	Balance Due in Full
Nov. 19	Regular Rates Start
Jan. 20	Show Guide Print Deadline
Feb. 3	Name Badge Requests Due

EXHIBITOR INFORMATION

FOR INTERNAL USE ONLY

Please provide contact information for the person in charge of the exhibitor's Home & Garden Show booth.

EXHIBITOR (Entity or Company entering into this Contract) _____

CONTACT (First and last name) _____

HOW WOULD YOU LIKE THE EXHIBITOR PACKET SENT EMAIL ☐ MAIL ☐

EMAIL _____ PHONE _____

MAILING ADDRESS _____

CITY _____ STATE OR PROVINCE _____ ZIP _____

PRODUCTS TO BE DISPLAYED (List ALL products, brand names and services) _____

FOR USE IN PRINTED SHOW GUIDE*, ONLINE AND IN MOBILE APP

COMPANY _____

CONTACT _____ PHONE _____

ADDRESS _____

CITY _____ STATE OR PROVINCE _____ ZIP _____

WEBSITE _____

* Show Guide is published in The Forum, distributed at Hornbacher's and provided at the show.

SHOW FEATURES

Please check the boxes below if you would like to participate in the beer walk, kids treasure hunt or DIY Fail Workshop. The HBA of F-M will determine which exhibitors participate based on booth locations and number of interested exhibitors. For more information on these show features, see the 2016 Show Guide on the Home & Garden Show tab at hbafm.com.

- ☐ I am interested in being on the beer walk.
- ☐ I am interested in being on the kids treasure hunt.
- ☐ I am interested in participating in a "DIY Fails" workshop.

CLASSIFICATION SELECTION

Choose up to three classifications. Show Guide is published in The Forum, distributed at Hornbacher's and provided at the show.

- | | | |
|--|---|---|
| <input type="checkbox"/> Basements | <input type="checkbox"/> Heating/Cooling Equipment/Plumbing | <input type="checkbox"/> Landscaping/Gardening |
| <input type="checkbox"/> Building Materials/Supplies | <input type="checkbox"/> Home Builder/Architect | <input type="checkbox"/> Other |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Home Products/Services | <input type="checkbox"/> Real Estate/Developments |
| <input type="checkbox"/> Education | <input type="checkbox"/> Home Technology | <input type="checkbox"/> Spas/Saunas/Pool/Sunrooms |
| <input type="checkbox"/> Exterior | <input type="checkbox"/> Insulation | <input type="checkbox"/> Security |
| <input type="checkbox"/> Financial/Insurance | <input type="checkbox"/> Interior | <input type="checkbox"/> Water Treatment/Purification |
| <input type="checkbox"/> Garages | <input type="checkbox"/> Kitchen/Bath | <input type="checkbox"/> Windows/Window Treatments |

BOOTH SELECTION

Please refer to the Home & Garden Show brochure for booth numbers, sizes and rates. Choose three spots in case your first choice is unavailable.

FIRST CHOICE _____ SECOND CHOICE _____ THIRD CHOICE _____

YOUR BOOTH NUMBER WILL CHANGE.

THE BOOTHS MUST BE RENUMBERED TO MAKE IT EASIER FOR CONSUMERS TO FIND YOU AT THE SHOW.

DO NOT USE THIS BOOTH NUMBER FOR ANY MARKETING PURPOSES.

A NEW BOOTH NUMBER WILL BE ASSIGNED AND SENT OUT WITH THE EXHIBITOR PACKET IN JANUARY.

PAYMENT

If you are sending a check, make it payable to the Home Builders Association of Fargo-Moorhead. Contract and payment can be sent to Home Builders Association of Fargo-Moorhead, 1802 32nd Ave S Fargo, ND 58103 or allisonw@hbafm.com.

\$ _____ AMOUNT DUE FOR REQUESTED BOOTH(S)

\$ _____ DEPOSIT AMOUNT (IF PRIOR TO NOV. 18)

(50%, if prior to Nov. 18, of the "Contract Price" due upon signing the Contract)

\$ _____ WEBSITE LINKED ON HBA OF F-M'S WEBSITE
(FREE for members, \$25 for non-members)

\$ _____ BALANCE

(Due by Monday, Nov. 18, 2016 or due upon signing the Contract after that date)

\$ _____ TOTAL DUE ("Contract Price")

SIGN HERE

Please read the full Standard Terms and Rules & Regulations before signing.

EXHIBITOR

HBA of F-M

Exhibitor Company _____

Name (printed) _____

Name of person authorized to sign on behalf of Exhibitor

Signature _____

Title _____

Title of person authorized to sign on behalf of Exhibitor

Date Accepted _____

Signature _____

Signature of person authorized to sign on behalf of Exhibitor

Date _____

CREDIT CARD Information will NOT be kept on file. Payment information must be provided again for balance.

Name on card _____

Circle one Visa Mastercard American Express

Credit card number _____

Expiration date _____ Verification code _____

Billing address (of the card) _____

City _____ State _____ Zip Code _____

Amount to charge _____ Email _____

(50% due with contract before Nov. 18 or full amount due with contract if signing up after Nov. 18)

For receipt if desired

Signature of Cardholder _____

This page has been left blank intentionally.
Please keep the Standard Terms and Rules & Regulations for your records.

STANDARD TERMS

Rent and Deposits

Exhibitor shall pay a deposit equal to 50 percent of the Contract Price due at the time the Contract is signed. The balance due for the Contract Price and proof of insurance as required by the Insurance section of this Contract must be received prior to November 18, 2016, or the booth space will be forfeited.

Booth space assignments

The HBA of F-M reserves the right to determine the eligibility of any firm or product, and to make booth space assignments and arrangements as HBA of F-M deems necessary. A booth space will not be assigned until all of the requirements of the Contract are met, including the requirement to provide proof of insurance as required by the Insurance section of this Contract.

Subletting booth space

No Exhibitor shall assign, sublet, or apportion the whole or any part of the booth space allotted, nor exhibit therein any goods, apparatus, service, advertising signs, etc., other than those manufactured or sold by the Exhibitor in the regular course of his business, without the written consent of the HBA of F-M. Violation of this rule shall be cause for cancellation of the Contract without refund. If it is necessary to use the equipment of another manufacturer, distributor, or dealer whose equipment should be displayed separately, then no advertising may be in evidence. Companies involved in cooperative booth designs must contract separately. Each Exhibitor will be responsible for any unpaid Contract Price. Each company must have a minimum of one single booth.

Relocation of exhibits

The HBA of F-M reserves the right to alter the location of Exhibitors, or of booths as shown on the official floor plan, if deemed in the best interest of the RRV Home & Garden Show. The HBA of F-M shall have the further right to prohibit, prevent, and remove any exhibit or proposed exhibit, or any part or portion thereof, which in the judgment of the HBA of F-M is unsuitable or inappropriate for the RRV Home & Garden Show or purposes of the same; and such right shall extend, but shall not be limited to, all equipment, materials, displays, installations, and other items constituting part of or used in connection with any such exhibit.

Decorator and electrical contracts

Decorator contracts and electrical contracts are separate from this Contract. Electricity is strictly contracted through the FARGODOME. Decorator and electrical contracts will be available one month prior to the date of the RRV Home & Garden Show.

Health & Safety

Exhibitor shall take every precaution in and around exhibit area to protect the health and safety of the general public.

Abiding by Laws, Rules and Ordinances

Exhibitors are expected to and shall abide by all governing laws, rules and ordinances.

Liability

Neither the HBA of F-M, the City of Fargo, the FARGODOME Authority, the General Manager of the FARGODOME, Global Spectrum LP, a Delaware limited partnership, nor any member of the Events Committee and Home & Garden Show Committee, nor their directors, officers, employees, or agents will be responsible for any death, injuries to persons, or for loss or damage to property that may occur to the Exhibitor or its directors, officers, employees, agents, or invitees, from any cause whatsoever arising or resulting directly or indirectly from the use or occupancy of the FARGODOME or the participation in the RRV Home & Garden Show. By signing the Contract, or by displaying without a signed Contract (implying acceptance), the Exhibitor, for itself, its directors, officers, employees, agents, and invitees, expressly releases the above-named entities and persons from any and all claims, demands, damages, losses, actions or causes of action of whatsoever kind for any such loss, damage, death, or injury and assumes responsibility for the same and agrees not to hold the above-entities or persons responsible or liable.

Indemnification

Exhibitor agrees to assume, defend, protect, indemnify, and hold harmless the HBA of F-M, the City of Fargo, the FARGODOME Authority, the General Manager of the FARGODOME, Global Spectrum LP, a Delaware limited partnership, and any member of the Events Committee and Home & Garden Show Committee, and their directors, officers, employees, agents, and invitees ("Indemnified Parties") against any and all claims, demands, damages, losses, actions or causes of action of whatsoever kind arising or resulting directly or indirectly from the use or occupancy of the FARGODOME or the participation in the RRV Home & Garden Show by the Exhibitor, its directors, officers, employees, agents or invitees unless the claims, demands, losses, actions or causes of action are a result of the actions or fault of one of the Indemnified Parties. Exhibitor shall indemnify and hold harmless the Indemnified Parties from all loss or expense arising from any liability or claim of liability for any death, injuries or damages to persons or loss or damage to property sustained or claimed to have been sustained by anyone by reason of the use of the FARGODOME for the RRV Home & Garden Show, whether such use was authorized or not, unless the loss, expense or damage is a result of the action or fault of one of the Indemnified Parties. Exhibitor also agrees to pay for any and all damages to the FARGODOME and to place all property destroyed or damaged in its original condition, if such loss or damages arises or results directly or indirectly from the Exhibitors use or occupancy of the FARGODOME or Exhibitor's participation in the RRV Home & Garden Show unless such loss or damage is the result of the action or fault of one of the Indemnified Parties and only to the extent that such loss is not caused by risk such as fire or other perils covered by fire or other extended insurance policies. Exhibitor agrees to indemnify and hold harmless the Indemnified Parties from any claims from anyone for loss or damage to property placed on the FARGODOME premises

unless the claims are a result of the actions or fault of one of the Indemnified Parties. In the event that any such claims, demands, damages, losses, actions or causes of action shall be asserted, or action or other proceeding instituted against any of the Indemnified Parties, Exhibitor shall defend against such claims, demands, damages, losses, actions or causes of action or other proceeding by counsel satisfactory to the HBA of F-M. If Exhibitor fails to defend, the HBA of F-M has a right to conduct a defense. The HBA of F-M, shall also be entitled to recover from Exhibitors the full amount of all losses sustained as a result of any such claims, demands, damages, losses, actions or causes of action of whatsoever kind, or judgments including recovery for the attorney fees and costs of defending against any such claims, demands, damages, losses, actions or causes of action.

Insurance

Neither the HBA of F-M, the City of Fargo, the FARGODOME Authority, the General Manager of the FARGODOME, Global Spectrum LP, a Delaware limited partnership, nor any member of the Events Committee and Home & Garden Show Committee, provides insurance for the benefit of Exhibitors or their directors, officers, employees, agents, and invitees. Exhibitors shall obtain and maintain Commercial General Liability insurance, Automobile Liability insurance, and, if applicable, Worker's Compensation and Employee Liability insurance. All insurance to be provided pursuant to this section shall be written on an "occurrence" basis, and not a "claims-made" basis. The insurance provided pursuant to this paragraph shall be primary insurance with respect to the obligations assumed by Exhibitors. The Commercial General Liability insurance must include contractual liability insurance and insurance for damages to rented premises. The Commercial General Liability and Automobile Liability insurance shall be provided with minimum limits of liability of \$1,000,000 per occurrence with \$50,000 for damages to rented premises. Exhibitors shall also add the HBA of F-M as an additional insured on the Commercial General Liability policy. Exhibitors shall furnish satisfactory evidence of liability insurance, including a copy of the endorsement adding the HBA of F-M as additional insured on the Commercial General Liability policy. Booth-space assignment will not be made until proof of insurance is received. HBA of F-M reserves the right to cancel the contract and prevent anyone from exhibiting if proof of insurance as stated above is not received.

Reporting Loss of Injury

Any death, injury to persons, or loss or damage to property must be immediately reported to the HBA of F-M.

Rules and Regulations

The Rules and Regulations governing Exhibitors are attached.

Remedies for Breach and Cancellation

In addition to other damages recoverable and remedies available under the terms of the Contract, the HBA of F-M may cancel the Contract upon Exhibitor's failure to comply with any provision of this Contract. Cancellation of the Contract will result in forfeiture of booth space and forfeiture of all amounts paid by Exhibitor to the HBA of F-M toward the Contract Price. The HBA of F-M has the right to dispose of forfeited spaces as it sees fit without liability. The HBA of F-M may also proceed to enforce this Contract to receive the balance of the Contract Price. Breach of this Contract will prohibit the Exhibitor from participation in any future production sponsored by the HBA of F-M.

If it becomes necessary to cancel the production of the RRV Home & Garden Show for any reason, all amounts paid by the Exhibitor to the HBA of F-M toward the Contract Price will be refunded, and the Exhibitor shall and does hereby waive any claim for damages. In the event that some but not all of the RRV Home & Garden Show is cancelled, the amount paid toward the Contract Price by the Exhibitor to the HBA of F-M for booth-space will be refunded pro rata and the Exhibitor shall and does waive any claim for damages. If it becomes necessary to postpone the production of the RRV Home & Garden Show for any reason and Exhibitor elects not to participate in the postponed Show, all amounts paid by the Exhibitor to the HBA of F-M toward the Contract Price will be refunded, and the Exhibitor shall and does hereby waive any claim for damages.

In the event the Exhibitor wishes to cancel participation in the RRV Home & Garden Show, all deposit amounts paid by the Exhibitor to the HBA of F-M toward the Contract Price will be refunded if the cancellation is made on or before November 18, 2016. Cancellation after that time will result in forfeiture of booth space and forfeiture of all amounts paid by Exhibitor to the HBA of F-M toward the Contract Price. The HBA of F-M may also proceed to enforce this Contract to receive the balance of the Contract Price.

Special Damage Provisions

The following damages will be assessed in addition to other damages recoverable and remedies available under the terms of the Contract:

Exhibitors using unauthorized tape or demo materials as stated in the Rules and Regulations will be assessed a minimum \$300 clean-up charge.

Exhibitors setting up or tearing down during exhibition hours will be assessed \$100 as liquidated damages.

Entire Agreement

This Contract constitutes the entire agreement between the parties and modifications must be in writing signed by all parties. There are no promises, inducements or terms and conditions other than as specifically set forth herein.

Waiver

Failure of the HBA of F-M to act on any breach of this Contract shall not constitute waiver of such breach.

Governing Law

This Contract was made and entered into in the State of North Dakota and the laws of North Dakota shall govern its enforcement and performance.

2017 HOME & GARDEN SHOW RULES AND REGULATIONS

A. Exhibit Hours

Early bird rates are available through November 18, 2016. Regular rates start November 19, 2016. Exhibitor shall pay a deposit equal to 50 percent of the Contract Price due at the time the Contract is signed. The balance due for the Contract Price and proof of insurance as required by the Insurance section of this Contract must be received by November 18, 2016, or the booth space will be forfeited. No refunds will be made for booth rentals cancelled after November 18, 2016. After November 18, 2016 the entire Contract Price and proof of insurance as required by the Insurance section of this Contract must be received.

B. Arrangement of display

Exhibitors are required to arrange displays to avoid obstructing the general view or concealing other exhibits. RRV Home & Garden Show suggests that Exhibitors having large or bulky exhibits select wall or island space. In all linear exhibit areas, the exhibit's back wall will be limited to 8 feet high. All booths shall be set forward 6 inches in order to allow for FARGODOME electrical equipment to be placed between back-to-back exhibits. With the company sign attached, the display must not exceed a total of 10 feet in height without prior approval of HBA of F-M. (Exhibitors' signage above the 8-foot wall may not be printed on the back side because it intrudes upon the neighboring booth). Island or peninsula space is one whose space is 20'x20' or larger and open on three or more sides. (There is no height limitation on construction of island or peninsula exhibits.)

1. Any unfinished surfaces must be finished or masked to the satisfaction of HBA of F-M. Any display materials exposing an unfinished surface to a neighboring booth must be finished at the Exhibitor's expense.
2. Display walls may not exceed more than 3 feet in height half the distance from the front of the booth to the back curtain (see figure at bottom). Full side walls are not allowed on any booth without prior approval of HBA of F-M.
 - i. For maximum visual effect and exposure, it is recommended that corner booths DO NOT build side walls next to the side aisle.
3. Skirting on tables and lighting for booths is recommended.
4. Only industry-related booths are allowed on the main field level.

C. Signs and balloons

No spatial signs, apparatus, etc., (i.e. balloons, blimps or other remote controlled devices) will be permitted to extend more than 10 feet above the floor in anything less than a 20'x20' booth (400 square feet), and no interference with light or space of other Exhibitors will be allowed. Illuminated signs must be placed against the back of the booth. No signs or banners are to be placed outside of the exhibit space assigned to each Exhibitor. Any Exhibitor displaying signs which are or look amateurish or unprofessional and detract from the integrity of the RRV Home & Garden Show may be required to remove such signs at the discretion of HBA of F-M. Signs may not be hung from the ceiling, beams, or columns without approval of the Show and FARGODOME management. Display/aerial balloons are only allowed on exhibits 20'x20' (400 square feet) or larger. No aeriels are allowed on singles, doubles or triples.

1. Balloons must be tethered.
2. No helium or lighter-than-air balloons allowed unless they are tethered, display/aerial balloons in an appropriate size booth. A deposit must be left with the FARGODOME prior to set up and display of such items.

D. Sound control

Loud speakers, radios, television sets and/or the operation of any other type of product, machinery or equipment which is of sufficient volume as to be annoying or hazardous to the neighboring Exhibitors will not be permitted. Public address systems used to attract the attention of people passing in front of the booth will not be permitted.

E. Distribution of literature, souvenirs, and food

Printed advertising, souvenirs, etc., may be distributed by Exhibitors from their own space only. All such items are subject to the approval of the HBA of F-M. Any souvenir or advertising that is of an objectionable or undignified character will not be permitted. Souvenirs should not be of the noisemaking variety. Also, no stickers may be distributed. No food may be sold without prior approval from the Food and Beverage Manager of the FARGODOME. All vendors who wish to sell food items must pay a fee of \$200 or 30 percent of gross sales after tax, whichever is higher. All vendors who plan to give away food samples must first contact FARGODOME Food & Beverage Services at (701) 298-2651 and have their items approved. Any food distributed from booth must be in sample-size portions. Popcorn and peanuts are expressly prohibited. Only registered Exhibitors will be allowed to distribute literature, souvenirs, etc. Anyone distributing such material, who is not a registered Exhibitor, without the express written permission of HBA of F-M in advance, will be asked to leave immediately. Any individual/character representing the company and distributing materials must remain within the booth boundaries. Any use of the RRV Home & Garden Show logo, HBA of F-M logo, or

FARGODOME logo on advertising materials, souvenirs, etc. is prohibited without prior approval of the HBA of F-M.

F. Deliveries

The FARGODOME will not accept any deliveries prior to the Exhibitor's arrival.

G. Electrical equipment

Electrical wiring and equipment installation must conform to the rules stated on the FARGODOME Utility Service order form. Information and order forms for electrical service will be forwarded to Exhibitors prior to the Show dates. Engines, motors or any kind of equipment may be operated only with the consent of the house electricians. Utility Service forms and payment are due at the FARGODOME office no later than Tuesday, February 14, 2017. Orders received after this time will include a late charge and are subject to availability.

H. Flammable materials

All materials used in the exhibit hall MUST be nonflammable to conform to the fire regulations of the Fargo Fire Department. Open flames are not permitted at any time in your exhibit space. Grills or barbecues or any other type of cooking with "grease laden vapors" are NOT allowed. Any food warming devices used within your booth space are required to be electric. Grills or barbecues may be turned on "momentarily" to demonstrate the product, but no cooking may be done inside the building. Fryers with hot oil are not permitted.

No combustible decorations such as crepe paper, tissue paper, cardboard, corrugated paper, hay or straw bales shall be used at any time. All packing paper, excelsior and wrapping papers are to be removed from the floor and must not be stored under the tables or behind displays. All muslin, velvet, or any cloth decorations must stand a flame proof test as prescribed by the Fargo Fire Department regulations. All vehicles or items with gas tanks must have them taped shut. If your exhibit contains any petroleum based products, i.e. gasoline, the following guidelines must be met: (1) the gas tanks must be less than 1/3 full of fuel, (2) the gas tanks must be taped shut, and (3) the battery terminals must be disconnected.

Material not conforming with such regulations will be removed immediately at the Exhibitor's expense.

I. Functioning displays

Functioning displays (e.g. fireplaces, hot tubs, barbecues, ponds) must meet standards of and be approved by HBA of F-M and Fargo Fire Marshal. Fire Marshal allows no larger than 5-pound LP tanks. See special flyer regarding Fire Marshal requirements. All preservation coatings must be removed before the Show opens. Displays should be tested prior to Show opening. Demonstration time must be limited. Nuisance odors will not be tolerated. HBA of F-M reserves the right to prohibit further use.

J. Care of building and exhibits

Tacking, taping, or nailing of signs, banners, etc., to any permanent walls or woodwork or beyond the limits of any background is prohibited. Double-sided tape is strictly prohibited. The only authorized tape is wrestling sports tape available through the decorator and the FARGODOME. No nails or bracing wires used in erecting displays may be attached to the building. Exhibitors will be required to keep their booth displays neat and orderly throughout the Show.

K. Health & Safety

Alcohol is strictly prohibited within exhibit space. Smoking is prohibited throughout the facility.

L. Price list

The advertisement, exhibit, or promotion may include prices, but shall not make comparisons with competitive products.

