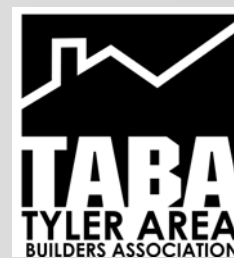


# Associate Council Home Products Show

**Application and Contract**  
**Harvey Convention Center**  
**February 24-26, 2012**



**Friday, February 24 - 6:00pm-9:00pm Saturday, February 25 - 10:00am-5:00pm**  
**Sunday February 26 - 1:00pm-5:00pm**

## Company Information:

Company: \_\_\_\_\_ TABA management reserves the right to change all/any portion of the floor plan for any or no reason, if management in its sole discretion determines that the best interest of the Show requires such change.

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ BOOTH # (s): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ PRODUCT (s) DISPLAYING: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Website: \_\_\_\_\_

## Fees:

\$100 per booth NON-REFUNDABLE deposit required with application. Balance due in full by January 9, 2012. After January 9, 2012 there will be no refunds. TABA management will not process any application that is not accompanied by the required deposit.

## Acceptance as a Binding Contract:

Applicant agrees to comply fully with Rules and Regulations for the 2012 Home Products Show, which are incorporated into the Application and Contract by reference. This application and contract become a binding contract only upon TABA management's issuance of the written confirmation and invoice to the applicant. The applicant understands and agrees that by signing this application and providing its mailing address, e-mail address, telephone number and fax number, it consents to receive communications from TABA management via regular mail, e-mail, telephone or fax.

Authorized by: \_\_\_\_\_ Title: \_\_\_\_\_

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

Name Badges (limit 3) : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## Payment Information:

Please complete the following information, sign it and return it as soon as possible to avoid delays in processing your space confirmation. You can fax this to 903-561-7273 and submit hard copy to Tyler Area Builders Association.

Payment Enclosed: \$ \_\_\_\_\_

\_\_\_\_\_ Check Payment (Make checks payable to TABA)

\_\_\_\_\_ Credit Card Payment      MasterCard      Visa

Card Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

### Management Use Only

Total Amount Due: \$ \_\_\_\_\_

\_\_\_\_\_ Booth (s) x \$100/per booth Deposit: \_\_\_\_\_

Remaining Balance: \_\_\_\_\_  
(After Deposit)

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

RULES, REGULATIONS AND AGREEMENT  
TYLER AREA BUILDERS ASSOCIATION (TABA)  
2012 HOME PRODUCTS SHOW (“HPS”)

The Tyler Area Builders Association (TABA) 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 HPS.
2. To close an exhibit which is found to violate this agreement during the course of the HPS.
3. 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 Show. TABA has absolute discretion to exercise these rights.

### Exhibit Regulations

1. Booths are draped with 8’ backgrounds and 3’ sides. One 7” x 44” sign, black letters only, is included for each Exhibitor. Tables, table drapes, carpets, electrical service and additional equipment are available at additional fees payable to the service contractor.
2. The unfinished ends/sides or backs of exhibits over 36” tall must be draped. All coverings must have approval of the HPS Chairperson. TABA will install drapery material, at the Exhibitor’s expense, in unfinished areas, where, in its sole discretion, it deems it necessary.
3. Exhibitors displaying roofs or ceilings of any type cannot exceed four feet in coverage. This may require only partial roof displays.
4. Exhibitors may use air space confined to their booth. Double sided signage used in this space must be finished professionally and completely. This includes the display equipment. Final approval by TABA or HPS Chairperson.
5. All booths will be inspected. No exhibitor may block the view of other booths. Interior booths may not have display structures extending further than 4 feet from the back wall on each side. Any table draping that is not approved by TABA or HPS Chairperson will be replaced with professional draping. The Exhibitor will be billed accordingly.
6. All electrical connections and disconnections must be done by the service contractor. All electrical fees will be paid by the Exhibitor to the service contractor. Under no circumstances may any person other than the TABA-approved representative be authorized to access utilities of any kind.
7. Electrical cords will be furnished by TABA. A licensed electrician will be required to install 220 plugs. 220 plugs can be used in selected booths only. This should be considered in booth selection and will result in an additional charge.
8. Indoor Motorcraft Rule-Refer to the International Fire Code (2006 Edition): Section 314  
Indoor Displays-Liquid or gas-fueled vehicles, boats or other motorcraft shall not be located indoors except as follows:  
Batteries are disconnected. Fuel in fuel tanks does not exceed one-quarter tank or 5 gallons (whichever is least). Fuel tanks and fill openings are closed and sealed to prevent tampering. Vehicles, boats or other motorcraft equipment are not fueled or defueled within the building.

9. Doors on the west side of Harvey Convention Center will be opened to Exhibitors 30 minutes prior to the HPS. Only Exhibitors may use these doors. The doors on the north side of the building are to remain closed at all times.
10. **BOOTHS MUST BE MANNED AT ALL TIMES DURING SHOW HOURS.** Any unmanned booth may be removed by TABA at the Exhibitor's expense. No refund will be given and the Exhibitor may be excluded from the HPS the following year.
11. Aisle space shall be under the exclusive control of the TABA and may be used by Exhibitors only when written consent is given by TABA.
12. Dispensing or serving of food, candy or drinks from the booth is allowable only with the consent of the HPS Chairperson or TABA. Cooking is not allowed.
13. **ABSOLUTELY NO SALES ARE ALLOWED FROM BOOTH SPACES.** Orders may be taken.
14. No balloons are allowed unless approved by TABA or HPS Chairperson. Flyers may not be placed on cars during the show.
15. Exhibitors may award door prizes valued at \$25 or more with approval of TABA or the HPS Chairperson. Announcements of winners will be made between 3:00- 4:00 p.m. on Sunday, February 26, 2012. This is separate and apart from TABA door prizes.
16. TABA will not be liable for any damages, theft, or vandalism to property or displays.
17. Security will be provided by an agency retained by TABA during the hours the HPS is closed to the public.
18. During HPS show hours, Exhibitors' vehicles must be parked on city streets or on the back rows of the parking lot. No oversized vehicles may be parked in the Harvey Convention Center parking lots without the permission of TABA or the HPS Chairperson. Any exhibitor violating this provision may be charged for an exterior exhibit space.
19. NO alcoholic beverages are allowed unless provided by TABA.

## Installation and Removal of Exhibits

1. Set-up will begin at 1:00 p.m. on Wednesday, February 22, 2012. Exhibitors are required to set up during assigned times. The overhead doors will be closed 9:00 a.m. on Friday, February 24, 2012 and will not be opened after that time until the HPS is over.
2. All booths **MUST** be completed by 1:00 p.m., Friday, February 24, 2012. **THE BUILDING WILL BE CLOSED AT THIS TIME AND NO ADDITIONAL SET-UP WILL BE ALLOWED.** Any booth which is not complete by this time may be resold. No refund will be given. The Exhibitor may be excluded from the following year's show.
3. Booths may not be dismantled until after 5:00 p.m. on Sunday, February 26, 2012. Any Exhibitor who begins to dismantle a booth prior to this time may be excluded from the show the following year. All booths must be completely dismantled by 3:00 p.m. on Monday, February 27, 2012. Exhibitors remaining after that time will be responsible for building rent payable to TABA.

4. All areas MUST be orderly and cleaned when vacated. All trash and litter must be disposed of in proper receptacles. Any materials left after 3:00 p.m. on Monday, February 27, 2012 will be disposed of at the Exhibitor's expense. TABA IS NOT responsible for such materials.

### Subletting Space

1. No space may be sublet.
2. Only the Exhibitor named in the contract may exhibit in a booth. If any non-member exhibits or advertises, the non-member fee of an additional \$375 per booth will be charged the Exhibitor.

### Care of Building

1. Any damage done to the building must be reported to TABA and paid for by the responsible party.
2. No material can be hung on or attached to the service contractor's drapes or frames. Any damage to decorator property must be paid for by the Exhibitor.
3. Any adhesive used on the floor MUST be approved by Harvey Convention Center staff prior to installation. Exhibitors using brick, stone, dirt, wood, or other such display products MUST protect the floor with a heavy covering. Any damage to the floor must be paid for by the Exhibitor.

### Payment for Space and Cancellations

1. Booth deposits must be paid at the time of application and are non-refundable.
2. Booth fees must be paid in full by Monday, January 9, 2012 by 5:00 p.m. and no refund will be given after this date.
3. Any Exhibitor who fails to make the payment required by this agreement or who cancels such space after January 9, 2012, shall forfeit all monies paid and all rights in and to the use of the contracted exhibit space. The Exhibitor will have no listing in the official onsite HPS magazine.
4. TABA shall have the right to dispose of the released space in such way as it may consider in its interests, including re-sale of exhibit space, without any liability on the part of TABA.

### Right of Entry and Inspection

TABA or its designee shall retain the right and unfettered discretion at any time to enter the leased area occupied by Exhibitors and to inspect any materials distributed or made available in the leased area.

### Insurance

Exhibitor will indemnify TABA to the extent of damages and losses caused by Exhibitor's negligence or liability. Exhibitor shall at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, insurance coverage with a company authorized to do business in the State of Texas. Such insurance shall be evidenced by a certificate of insurance designating Exhibitor as insured. Exhibitor shall furnish to TABA such insurance certificate by the date which is thirty (30) days prior to the event date. Exhibitor understands that it is its sole responsibility to provide this necessary information and that failure to

provide information within the stated time frames can be viewed as failure to perform a term/condition of the contract.

### Limitation of Liability

To the maximum extent permitted by applicable law, Exhibitor agrees to indemnify and hold TABA, and their officers, agents, employees and representatives, harmless from, and to assume all responsibility for, any and all claims, damages, losses, causes of action, and liability of every kind, including all legal expenses, whether in litigation or otherwise, courts costs and fees, and claims arising out of or in any way related to the subject matter of this agreement, in the event the claim, demand, damage, loss, cause of action or liability is based in part or in whole upon the negligence, gross negligence, willful misconduct, strict liability or fault of Exhibitor. Exhibitor further agrees to pay the expense of defending such claims as these expenses are incurred. It is the express intention of Exhibitor to indemnify and protect TABA from the consequences of all claims, damages, losses, causes of action, and liability of every kind asserted under all causes of action, including without limitation, negligence, gross negligence, strict liability, and premises liability and whether or not such causes of action are alleged to be or may consist of either a sole or concurring basis of the claim, demand, loss, cause of action or liability, and whether or not these consequences are subject to insurance. This indemnity clause is not intended to indemnify TABA for its own independent negligence, but, in situations of mixed negligence or liability, Exhibitor will indemnify TABA to the extent of damages and losses caused by Exhibitor's negligence or liability.

### Amendments

TABA shall have full power in the interpretation and enforcement of all Rules contained herein, and 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 Show, provided same do not materially alter or diminish the contractual right of Exhibitor.

Show Management reserves the right to enforce strict compliance with these Rules and Regulations.

Any point not covered in this contract is subject to the judgment of the Tyler Area Builders Association Executive Officer or the Home Products Show Chairperson.

The sufficiency of the consideration described in this Agreement is hereby expressly acknowledged by the Exhibitor and TABA.

EXHIBITOR and TABA hereby accept the terms of this agreement:

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

\_\_\_\_\_  
TABA Executive Officer:

\_\_\_\_\_  
Printed Name & Title:

\_\_\_\_\_  
Printed Name & Title:

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

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