

Dooth Name/Number	Mambar Drica	Non member Drice	
Booth Name/Number 001	Member Price 2,300.00	Non-member Price 2,675.00	
002	2,100.00	2,475.00	
003	1,200.00	1,575.00	
004	525.00	900.00	
005	1,000.00	1,375.00	
006	1,000.00	1,375.00	
007	1,000.00	1,375.00	
008	500.00	875.00	
009	500.00	875.00	
010	500.00	875.00	
011-012	775.00	1,150.00	
013	500.00	875.00	
014	500.00	875.00	
015	525.00	900.00	
016	500.00	1,215.00	
017	525.00	900.00	
018-020	1,300.00	1,675.00	
021	500.00	875.00	
022	500.00	875.00	
023	500.00	875.00	
024	500.00	875.00	
025	500.00	875.00	
026	500.00	875.00	
027	500.00	875.00	
028	500.00	875.00	
029-031	1,300.00	1,675.00	
032	500.00	875.00	
033	500.00	875.00	
034-035	525.00	900.00	
036	500.00	875.00	
037-038	775.00	1,150.00	
039-040	775.00	1,150.00	
041	525.00	900.00	
042	525.00	900.00	
043	500.00	875.00	
044	500.00	875.00	
045	500.00	875.00	
046	500.00	875.00	
047	500.00	875.00	
048	500.00	875.00	
049	525.00	900.00	
050	525.00	900.00	
051	500.00	875.00	
052	500.00	875.00	
053	500.00	875.00	
054	500.00	875.00	
055	500.00	875.00	
056	500.00	875.00	
057	525.00	900.00	
058-059	700.00	1,075.00	
060	525.00	900.00	

004	500.00	075.00
061	500.00	875.00
062	500.00	875.00
063	525.00	900.00
064	450.00	1,185.00
065	525.00	900.00
066	500.00	875.00
067	500.00	875.00
068	500.00	875.00
069	500.00	875.00
070-071	1,100.00	1,475.00
072	500.00	875.00
073	500.00	875.00
074	500.00	875.00
075	500.00	875.00
076	500.00	875.00
077-078	1,100.00	1,475.00
079-080	700.00	1,075.00
081-082	700.00	1,075.00
083	450.00	1,185.00
084	500.00	875.00
085	500.00	875.00
086	500.00	875.00
087	500.00	875.00
088	500.00	875.00
089	500.00	875.00
090	500.00	875.00
091-093	1,300.00	1,675.00
094	500.00	875.00
095	500.00	875.00
096-097	1,000.00	1,375.00
098-100	1,100.00	1,475.00
101	525.00	900.00
102	500.00	875.00
103	500.00	875.00
104	500.00	875.00
105	500.00	875.00
106	525.00	900.00
107	525.00	900.00
108	500.00	875.00
109	500.00	875.00
110	500.00	875.00
111	500.00	875.00
112	500.00	875.00
113	525.00	900.00
114	525.00	900.00
115	500.00	875.00
116	500.00	875.00
117	500.00	875.00
118	500.00	875.00
119	500.00	875.00
120	525.00	900.00
121	525.00	900.00
· — I	020.00	000.00

122	500.00	875.00
123	500.00	875.00
124	500.00	875.00
125	500.00	875.00
126	525.00	900.00
127	525.00	900.00
128	500.00	875.00
129	500.00	875.00
130	500.00	875.00
131	500.00	875.00
132	525.00	900.00
133	525.00	900.00
134	500.00	875.00
135	500.00	875.00
136	500.00	875.00
137	500.00	875.00
138	500.00	875.00
139	525.00	900.00
140	525.00	900.00
141	500.00	875.00
142	500.00	875.00
143	500.00	875.00
144	500.00	875.00
145	500.00	875.00
146	525.00	900.00
147	525.00	900.00
148	500.00	875.00
149	500.00	875.00
150	500.00	875.00
151	500.00	875.00
152	525.00	900.00
Outside 153	500.00	875.00
Outside 154	500.00	875.00
Outside 155	500.00	875.00
Outside 156	500.00	875.00
Outside 157	500.00	875.00
Outside 158	500.00	875.00
Awning Parking Space	500.00	875.00

\* NEW HOURS!

# **Application and Contract**Harvey Convention Center February 21-23, 2020

# **Home Products Show**



Friday, February 21 - 6:00pm-9:00pm Saturday, February 22 - 10:00am-4:00pm Sunday, February 23 - 1:00pm - 4:00pm

Company information.	
Company:	TABA management reserves the right to change all/any
Contact Name:	portion of the floor plan for any or no reason, if management in its sole discretion determines that the best inter-
Address:	est of the Show requires such change. All booths must be approved by the Fire Marshal.
City: State: Zip:	BOOTH # (s):
Phone: Fax:	BOOTH # (3).
Mobile Phone:	
E-Mail:	
Fees:	
\$100 per booth NON-REFUNDABLE deposit required with 2020. After January 6, 2020 there will be no refunds. TABA that is not accompanied by the required deposit.	
Acceptance as a Binding Contract:	
Applicant agrees to comply fully with Rules and Regulations incorporated into the Application and Contract by reference. binding contract only upon TABA management's issuance of applicant. The applicant understands and agrees that by signi address, e-mail address, telephone number and fax number, it TABA management via regular mail, e-mail, telephone or fax	This application and contract become a f the written confirmation and invoice to the ng this application and providing its mailing t consents to receive communications from
Authorized by:	Γitle:
Signature: Da	ate:
Payment Information:	<b>建筑是是</b>
Please complete the following information, sign it and return it as s space confirmation. You can fax this to 903.561.7273 and submit h	soon as possible to avoid delays in processing your aard copy to Tyler Area Builders Association.
Payment Enclosed: \$	Management Use Only
	Total Amount Due: \$
Check Payment (Make checks payable to TABA)	Booth (s) x \$100/per booth Deposit:
Credit Card Payment MasterCard Visa Amex  Card Number: Expiration:	Remaining Balance:
CVV: Cardholder Name:	(After Deposit)
	Lilate Headyreds

### RULES, REGULATIONS AND AGREEMENT TYLER AREA BUILDERS ASSOCIATION (TABA) 2020 HOME PRODUCTS SHOW ("HPS")

The Tyler Area Builders Association ("TABA") and	("Exhibitor")	enter
into this Agreement to set forth the terms and conditions of Exhibitor's participat	ion in the 202	.0
Home Products Show ("HPS.) The parties agree as follows:		

#### 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.
- 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 shall be 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 square feet of coverage in length and width. 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 for all signage shall be subject to 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. No Fire Extinguisher Case may be blocked by a solid structure, including but not limited to, walls and large displays.
- 7. All electrical connections and disconnections must be done by the service contractor. All electrical fees will be paid by the Exhibitor to TABA. Under no circumstances may any person other than the TABA-approved representative be authorized to access utilities of any kind.
- 8. 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.

- 9. Outdoor Spaces and reserved parking spaces will be available for an additional fee. Exhibitors must have at least one indoor space in order to reserve an outdoor space. No open flames will be allowed and all products displayed at the entrance must be portable. Exhibitors will select outdoor booths at the Home Products Show Booth Draw in the order they draw as determined by the Home Products Show Booth Draw guidelines. Outdoor booths are subject to change up until the show, at the discretion of the home products show committee and Harvey Convention Center.
- 10. 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 shall be disconnected. Fuel in fuel tanks shall not exceed one-quarter tank or 5 gallons (whichever is least). Fuel tanks and fill openings shall be closed and sealed to prevent tampering. Vehicles, boats or other motor craft equipment shall not be fueled or defueled within the building.
- 11. One door on the stadium entrance side of Harvey Convention Center will be opened to Exhibitors 30 minutes prior to the HPS. All Exhibitors will have name badges delivered to their booth on Friday prior to show opening. (Only if badges were ordered by deadline) The doors on the north and west side of the building are to remain closed at all times.
- 12. 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.
- 13. 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.
- 14. Dispensing or serving of food, candy or drinks (prepackaged-per the Smith County Health Department) from the booth is allowable only with the consent of the HPS Chairperson or TABA. Cooking is not allowed.
- 15. ABSOLUTELY NO SALES ARE ALLOWED FROM BOOTH SPACES. Orders may be taken only.
- 16. No balloons are allowed unless approved by TABA or HPS Chairperson. Flyers may not be placed on cars during the show.
- 17. A. Attendee-Only Door Prizes Exhibitors may bring door prizes valued at \$25 or more to the announcer's table. Attendees will enter names in the TABA hopper at the entrance and drawings will be held every 30 minutes.
  B. Booth Door Prizes Exhibitors may give away door prizes from information collected at their booths. You may allow other exhibitors to enter your drawing at your discretion.
  C. Booth Grand Prizes Exhibitors who have collected names all weekend for a Grand Prize Drawing may have the winners announced on Sunday.
- 18. TABA will not be liable for any damages, theft, or vandalism to property or displays regardless of the cause of the damage.
- 19. NO alcoholic beverages are allowed unless provided by TABA.

#### Installation and Removal of Exhibits

- 1. Exhibitor may begin setup at 2:00 p.m. on Thursday, February 20, 2020. Exhibitors are required to set up during assigned times. The overhead doors will be closed 9:00 a.m. on Friday, February 21, 2020 and will not be opened after that time until the HPS is over.
- 2. All booths MUST be completed by 3:00 p.m., Friday, February 21, 2020. 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 will result in

- a \$200 fine. No refund will be given. Further, the Exhibitor may be excluded from the following year's show for failing to comply with this requirement.
- 3. Booths may not be dismantled until after 5:00 p.m. on Sunday, February 23, 2020. 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 24, 2020. 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 24, 2020 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 this Agreement 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 to 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 6, 2020 by 5:00 p.m.
- 3. Any Exhibitor who fails to make the payment required by this Agreement or who cancels such space after January 6, 2020, 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. An Exhibitor who cancels on or before January 6, 2020 at 5:00 p.m. shall receive a refund of monies paid over and above the non-refundable deposit.
- 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.

EXHIBITOR and TABA hereby accept the terms of this agreement:

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 Signature:	TABA Executive Officer:
Printed Name & Title:	Printed Name & Title:
Date:	Date:

## Tyler Area Builders Association 2020 Home Products Show Outside Space Addendum

Below is #9 from the Contract. In addition are the new outdoor rules below. Also not the new price schedule below.

9. Outdoor Spaces and reserved parking spaces will be available for an additional fee. Exhibitors must have at least one indoor space to reserve an outdoor space. No open flames will be allowed and all products displayed at the entrance must be portable. Exhibitors will select outdoor booths at the Home Products Show Booth Draw in the order they draw as determined by the Home Products Show Booth Draw guidelines. Outdoor booths are subject to change up until the show, at the discretion of the home products show committee and Harvey Convention Center.

Outdoor booths are 10x10 and will be marked off before move in.

Outdoor booths do not include electricity/lighting. You may purchase from decorating company direct.

Outdoor booths do not include tent. You may purchase from decorating company direct.

This year's placement determined by drawing at the Home Products Show Booth Draw on October 17<sup>th</sup>.

#### **Booth Prices:**

Booth 153	\$500
Booth 154	\$500
Booth 155	\$500
Booth 156	\$500
Booth 157	\$500
Booth 158	\$500