

2010 Umpqua Valley Home and Garden Show

Exhibitor Rules and Regulations

In addition to these rules and regulations, all exhibitors are subject to the rules of the Douglas County Fairground Complex and any other rules and regulations established and noticed to exhibitors.

I. Definition

The Umpqua Valley Home and Garden Show (hereinafter referred to as “the Show”) is a trade show sponsored by the Umpqua Valley Home Builders Association (UVHBA)

The Show serves to provide building industry professionals a three day event providing seminars to the public by the exhibitors and invited guests and exhibitors a venue to display, demonstrate, and promote their goods and services to the general public in the Umpqua Valley and surrounding area.

Exhibitors contract for space and seminar presentation time with UVHBA per the terms of a written Umpqua Valley Home and Garden Show contract (hereinafter referred to as Show Contract), which shall incorporate, by reference, these rules and regulations.

- A. Exhibit Management shall be defined as the UVHBA staff that is therefore responsible for the administration of the Umpqua Valley Home and Garden Show. They shall have all of the authority set forth in these Rules and Regulations to administer said Rules and Regulations.
- B. Disputes: Exhibitors must submit any and all disputes related to the Show to the UVHBA. Any disputes not specifically provided herein, must be noticed in writing to the address of the Umpqua Valley Home Builders Association, to the attention of the Executive Officer. Such disputes shall be resolved by the UVHBA in its sole discretion.
- C. Additional Rules/Penalties: In addition to the rules and penalties listed elsewhere in these policies, the UVHBA may establish additional rules and penalties as shall be deemed necessary in the best interest of the Show.
- D. Amendments: Any and all matters, or questions, not specifically covered by these rules and regulations shall be subject solely to the decision of show management. The Umpqua Valley Home & Garden Show reserves the right to make changes, amendments and additions in these Rules and Regulations and in the Exhibitor Kit at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes.

II. Eligibility

- A. Prospective exhibitors may apply for exhibit space in the Show by submitting a complete Show Registration & Information Packet (Show Contract) plus any other required items. Applications will not be processed unless all required items have been submitted.
- B. Show exhibitors may display within the confines of their leased space only those products or services comprised of materials, equipment, apparatus, systems, or other components products pertinent to the home and garden, travel, recreation, leisure, and or entertainment industry. Exhibitors shall not exhibit or permit to be exhibited in their booths any merchandise not part of their own regular products, nor shall they exhibit any advertising or promotional material directly pertaining to such products.
- C. Show Management reserves the right to reject, remove or prohibit any exhibit in whole or in part, or any exhibitor or its representative in the opinion of the Show Management the exhibit or the activities of the exhibitor or its representatives violate this agreement or are detrimental to the aims, goals and purposes of the Show. If any exhibit or any exhibitor is rejected for violation of these Rules and Regulations or for any other stated reason, no return of rental fees shall be made.
- D. To be eligible for participation, all exhibitors must be free of outstanding debts to the Umpqua Valley Home and Garden Show and UVHBA at the time an exhibit space is requested.

III. Exhibitor Fees

- A. Applicable exhibit fees for HBA members and nonmembers will be specified in the Show Contract.
- B. Booth fees: Payment of the booth fee noted on the Show Contract includes only the fee to be paid to UVHBA for rental of exhibit space. The price of the booth includes the space itself, 8' high back wall and 3' high side drapery (unless the Fairgrounds Board of Directors determines otherwise), one eight foot table, two folding chairs, and three exhibitor badges.
- C. Compliance Deposit: In addition to the booth fees, a refundable compliance deposit must be paid at time of booth reservation. The fee will be returned at the completion of the 2010 show if the items identified in the "Compliance Deposit Information" sheet have been met. Compliance Deposit Information sheet must also be initialed and signed by each vendor prior to setting up for the show.
- D. Electric connections off 220W are available at an additional cost. Requests for electric service are made on the Show Contract.
- E. At least 50% of exhibition fee payment will accommodate registration form.
- F. Payment of Space/Forfeiture: Exhibitors will be allowed to set up for the Show ONLY if 100% payment has been received by March 4th,

2010, including but not limited to a certificate of insurance, have been delivered to UVHBA. If these items have not been delivered, the exhibitor forfeits the space. This space may be re-rented or used by UVHBA as it sees fit, without refund, unless arrangements for delayed occupancy have been approved by Show Management. In all cases the exhibitor shall remain liable for any unpaid fees.

- G. Downsizing policy: All downsizing request shall become effective when approved by Show Management. When approved, refund of rental fee for the downsized area will be made prior to February 1, 2010. If request to downsize after February 1, 2010, refund will be made only if downsized space can be rented.

IV. Notice of Booth Assignments

- A. Priority Notice: On a date to be determined by Show Management, UVHBA will mail a notice of the upcoming Show to each of the exhibitors who participated in the previous Show. The notice will include a deadline by which a Show Contract and other required items must be returned to UVHBA in order to be given priority consideration for booth assignment over those who were not participants in the previous Show. The mailing will include a Show Contract, a copy of the Show rules and regulations, and other materials deemed necessary by Show Management.
- B. Regular Notice: On a date to be determined by Show Management, not earlier than the date of the priority mailing, notice of an upcoming Show will be noticed to all other companies/persons who have inquired about the upcoming Show but did not exhibit previously.
- C. Additional Notice: Other notices may be given as deemed necessary by Show Management.
- D. Space Assignments: Assignments will be made on a priority point basis by the Show Management and is determined by exhibitor loyalty, space size and UVHBA sponsorship contributions. All exhibiting companies must select booth space according to the priority list and parent or sister companies will not be allowed to reserve space for the other. Due to the number of companies exhibiting similar or related product lines or services, Show Management cannot guarantee that a company exhibiting similar products or a company's competitor will not be located in a nearby or adjoining booth space; however, every effort will be made to give all exhibitors satisfactory assignment. Show Management reserves the right to change the floor plan, without notice, if in its absolute discretion it deems it necessary to do so to provide, in its judgment, a more satisfactory, attractive and successful conference and exposition.
- E. Attendance: UVHBA will make every reasonable attempt, through advertising and promotion, to attract qualified attendees but does not guarantee any particular level of attendance. UVHBA shall have sole control over admission policies at all times.

- F. Booth Preference: The Show Contract will include an opportunity for each exhibitor to express its preference for booth configuration and may specify the maximum number of booths available per exhibitor. Show Management will make every effort to honor exhibitors' booth preference but does not guarantee that requests will be able to be accommodated.
- G. Waiting List: After all exhibit space has been assigned, Show Management shall maintain a waiting list of eligible applicant exhibitors. As necessary, Show Management will attempt to contact the persons on the waiting list in the order in which they were received. If they are unable to reach them after three attempts, staff will contact the next person on the list. Applicants must agree to accept the space during phone contact or be removed for a waiting list.

V. Exhibitor Requirements

- A. Building rules and municipal ordinances: Exhibitors agree to obey all the rules of the Douglas County Fairgrounds Complex which are in effect at the time of the Show, and to abide by all city, county, state and federal laws, rules, regulations and ordinances to which the Show is subject. Any cost incurred by the Douglas County Fairgrounds Complex or UVHBA because of use or removal of items will be the responsibility of the Exhibitor. A copy of the Douglas County Fairgrounds Complex Rules and Regulations are available upon request. The Show Management will issue a verbal warning to any exhibitor in violation of building rules and governmental ordinances. After a second warning, should the exhibitor take no corrective action, the exhibitor will be expelled from the Show in progress, without refund. Exhibitors expelled from the Show shall have their exhibits screened from display, with the cost of screening charged to the exhibitor. Expelled exhibits shall not be removed during Show hours.
- B. Sharing of Exhibit Space: No exhibitor shall sublease or share exhibit space with others without written permission from UVHBA. All exhibitors must comply with the terms of the Show Contract, the Umpqua Valley Home and Garden Show Rules and Regulations, and all other applicable rules and regulations. Failure to comply will result in the same action as outline in V. (A.) above.
- C. Literature Distribution: Canvassing any part of the Douglas County Fairgrounds Complex outside of the exhibitor's contracted exhibit space or at any of the courtyards or street within 300 yards of the Douglas County Fairgrounds Complex is strictly prohibited. Any person doing so will be required to leave the building and his/her material removed from the premises. Circulars, catalogues, magazines, folders, and signs may be displayed only in the contracted exhibit space.
- D. Staffing Exhibit: By signing a Show contract, exhibitors agree to staff exhibits during all hours the Show is open, unless give written

permission by Show Management. Any exhibitor that does not comply with this request shall be suspended from participation in the following Show and shall be eligible for re-application after suspension only after the priority notice deadline. Booths without staff will be screened from display with the cost of such screening to be borne by the exhibitor. Exhibitor appointed contractors (an agent of the Exhibitor) will be bound by the Rules and Regulations as stated herein and in the Exhibitor Kit, and exhibitors shall be responsible for the conduct of contractors they appoint.

- E. Booth Display Requirements:
1. Displays must remain within the confines of the booth.
 2. Exhibitors may distribute literature regarding their products only from inside their booth.
 3. Any demonstration or activity that results in excessive obstruction or aisles or prevents ready access to nearby exhibitor's booth shall be suspended for any periods specified by Show Management.
 4. Show Management reserves the right to control the usage and volume of any sound device or instrument.
 5. Exhibitors, their employees and/or agents, will not engage in any conduct, physical or otherwise, that might damage or be detrimental in any way to the Show or the UVHBA.
 6. All exhibitors may decorate booths as desired except that Show Management reserves the right to require alterations or removal of any installation deemed to be detrimental to the best interest of the Show or the UVHBA. Required alterations may include but are not limited to additional screening/ curtaining to be added at the exhibitors' expense. Exhibitors shall decorate booths in the tasteful and aesthetically pleasing manner as determined by the Show Management.
 7. Exhibitors may not serve food nor distribute novelties to Show attendees unless approved in advanced by both Umpqua Valley Home and Garden Show and the management of the Douglas County Fairgrounds Complex and its food service vendor; failure to comply may result in expulsion from Show as outlined in V. (A.) above.
- F. Booth Installation, Setup and Cleaning: Show management will control all inbound traffic in the loading and unloading areas, in the aisles, or any other freight patterns. Displays are subject to inspection and approval for safety by the Douglas County Fire District #2. Setup must be complete, with all crates removed, by 9:00 AM on Friday, March 5, 2010. Display space not claimed and occupied by 9:00 AM on Friday, March 5, 2010 without Show Management's prior notification may be canceled or reassigned without refund. Show Management reserves the right at exhibitor's expense to:

- 1) Assign labor to set up a display that is not in the process of being erected by noon and on said Friday, prior to show opening.
- 2) Order the removal of all display materials and crates not in the process of being erected by noon on said Friday, prior to show opening. (In case of emergency, in which you cannot arrive in time to set your booth, you must notify Show Management of late arrival and if possible, arrangement will be made to keep your space in the Show.)

Either at the closing of show each evening or prior to show opening each morning, exhibitor will clean their booths. Cleaning shall include but not be limited to sweep floor, removal and disposing of all food, trash, etc. properly. Trash shall be deposited in the trash cans located throughout the buildings.

- G. Dismantling: Exhibits must not be disturbed, dismantled, or removed before the close of the Show (5:00 PM) on Sunday. All exhibits must be dismantled and removed from the Douglas County Fairgrounds Complex by 8:00 PM on Monday, March 8, 2010. Exhibitor agrees in the event said exhibit is not packed and removed, Show Management may arrange for the removal and packing of said booth and exhibitor shall reimburse Show Management for dismantling and removal of exhibit. Exhibitors who chose to wait until Monday to dismantle their booth must provide Show Management with a contact number and secure all items in their booth with signage. Umpqua Valley Home and Garden Show will not be held liable for lost or stolen items from the booths.
- H. Fines: Any exhibitor who dismantles and/or attempts to remove exhibit materials before the close of the Show floor on Sunday, March 7, 2010 will be fined \$300 by Show Management and/or denied participation in succeeding Umpqua Valley Home and Garden Shows.
- I. Insurance Responsibility and Liability:
1. Insurance: Exhibitor shall, at its own expense, secure and maintain through the term of the Show Contract, including move-in and move-out days, the following insurance;
 - a) General Liability Insurance with limits no less than \$100,000 each accident.Each exhibitor shall also name the Umpqua Valley Home Builders Association, Inc., its officers, members and employees as an additional insured with respect to the General Liability insurance placed for the Show. Such written proof of insurance must be provided to UVHBA on or before opening of the Show. Insurance may not be canceled prior to the conclusion of the Show and exhibitor further agrees to immediately notify UVHBA should any coverage listed above be non-renewed, or canceled by any insurance carrier providing coverage.
 2. Liability: Exhibitor assumes entire responsibility and liability for losses, damages and claims arising out of injury to persons or

damage to exhibitor's display, equipment, or other property brought upon the premises of the Douglas County Fairgrounds Complex and their owners, agents and employees against all claims or expense for such losses, including reasonable attorney's fees, arising out of the use of the Douglas County Fairgrounds Complex premises, excluding any liability caused by the negligence of the UVHBA or the Center or its owners, agents and employees. The exhibitor understands that neither the UVHBA nor the Center maintains insurance covering the exhibitor's property or lost revenue, and it is the sole responsibility of the exhibitor to obtain such insurance.

VI. Cancellations/Failure to Occupy Space:

- A. Exhibitor Cancellations: All exhibitor participation cancellations must be received by the Show Management, in writing via certified mail (return receipt requested). The date of cancellation shall be the date the Show Management received the written cancellation. If the Show Management does not receive any notice of cancellation, in writing, via certified mail, (return receipt requested), the exhibitor will be liable for 100% of the exhibitor cancellation fee. Both the Exhibitor and the Show Management acknowledge that in the event of cancellation, Show Management will sustain substantial monetary losses that cannot be precisely determined. Due to the difficulty of determining and detailing said losses, the Exhibitor agrees to pay the following as liquidated damages (and not as a penalty) if Exhibitor cancels its participation. If written notice of participation cancellation is received by Show Management by February 1, 2010, Exhibitor agrees to pay a cancellation fee of 50% of the total exhibition fee. If written notice of cancellation is received on or after February 1, 2010, Exhibitor will be liable for 100% of the total exhibition fee. All cancellation fees are payable immediately upon cancellation. The above cancellation fees shall apply regardless of execution date of this contract.
- B. Failure to occupy space: See V. (G.) above.
- C. Show Cancellation: The Umpqua Valley Home Builders Association is not liable for Show cancellation due to weather, acts of God, strikes, acts of war, civil disobedience, or other causes beyond its control.

VII. Miscellaneous

- A. Badges: Official Show badges should be worn at all times on show premises; admittance to the exhibit area and the seminar rooms will require a badge at all times during the show. Forms will be sent to all exhibiting companies for request of badges prior to Show. Badge trading is not permitted.
- B. Security: Douglas County Fairgrounds Complex will provide 24-hour security service in the exhibit area to help avoid damage or loss by fire, theft, or other means. Douglas County Fairgrounds Complex does not guarantee, insure, or indemnify exhibitors, their agents, employees, officers, guests or invitee or others against any loss to person or property

by the acts, conduct or negligence of this security service or for any other reason whatsoever. The exhibitors are encouraged to insure their equipment and other material used in the exhibit.

- C. Noise, Lights, Electronic Displays: Public address, sound producing, or amplifying devices that project sound beyond an exhibitor's booth are expressly prohibited without prior approval from UVHBA. Flashing or neon lights, lighted signs or electronic display devices must be constructed or controlled in a manner that will not interfere with or constitute a nuisance to other exhibitors.
- D. Music Licensing: The U.S. Copyright law requires permission from owner or its licensing agent for public performance of recorded or live music.
- E. Trash or debris left behind at the end of the event will be removed by the service company and any cost for removal will be the responsibility of the exhibitor.
- F. Booth Equipment and Height Requirements: While standard booth height is considered to be 8 feet, no booth may exceed 12 feet without permission from the Show Management. Exhibits may occupy cubic content of exhibit space and all exposed sides must be finished. If material is not finished, it must be draped at exhibitor's expense.

VIII. Confirmation

The exhibit space rental agreement becomes effective upon mailing of the Registration Form. The exhibitor agrees that upon acceptance of the contract by Show Management, with or without appropriate payment of the exhibition fee, this contract will become a legally binding contract; enforceable against the Exhibitor in accordance with its terms. An Exhibitor Kit will be furnished to each Exhibitor in sufficient time for advance planning. Each kit will contain a confirmation letter, information on availability of additional exhibitor needs such as electrical, a list of local hotels, exhibitor badges and other pertinent information. Exhibitors may use their own labor or independent contractor in the setup and tear down of exhibits; however, proof of insurance for independent contractor must be supplied to the Umpqua Valley Home and Garden Show.