

January 20, 2023



Dear Vendor,

I would like to invite you to join us for the **2023 Home & Outdoor Living EXPO** at Notre Dame Stadium, presented by Teachers Credit Union.

This inaugural event is being produced by the Home Builders Association of St. Joseph Valley. For more than 75 years, the HBASJV has been representing industry professionals like you, helping you provide quality products and services to our community. Building on decades of experience producing Builders Showcase and Panorama of Homes events, we are excited to bring you a new type of opportunity to promote your company to thousands of visitors!

In September/October 2023, we will take over the Concourse of the Notre Dame Football Stadium to provide you a unique and valuable exhibitor experience!

Here are just a few reasons why you won't want to miss the Home & Outdoor Living EXPO:

- **We Represent Trust and Quality** – The HBASJV is a long-standing resource for our community, and our reputation will ensure a great experience for the public.
- **Education & Fun for the Whole Family** – Seminars, Workshops and “How-To” Demonstrations from a variety of presenters, with Entertainment, Food, and Beverages for kids and adults alike!
- **Proven Marketing Plan** – We have a long track record of success in promoting our semi-annual Builder Showcase events, our marketing reaches hundreds of thousands through TV, Radio, Social Media, and other Digital Marketing channels.
- **EXPO Guidebook** – Similar to our popular Builders Showcase Magazines, the EXPO Guidebook will be distributed to businesses, retailers, and restaurants throughout the Michiana area, and will be placed in the hands of EXPO attendees.
 - Enhance your presence in the EXPO Guidebook by placing an advertisement for your company. Exhibitors receive a 10% discount on ads with any booth contract.
 - To ensure your company is listed in the published program, your contract must be received by September 1, 2023.
- **HBAHomeExpo.com** – Exhibitor Listing on the event website, which will feature a variety of resources and information to visitors.
- **Lasting Value** – Competitive booth rates and advertising options increase your exposure to the community. Exhibitors in the 2023 EXPO will have the first right of refusal for the 2024 EXPO.

Review the enclosed registration materials for more details, and if you have any questions, please contact us at expo@hbasjv.com or call (547) 258-0411. On behalf of the HBASJV, I can't wait to welcome you into this exciting new event!

Bob Penrose

Executive Officer
Home Builders Association of St. Joseph Valley



2023 Exhibitor Registration Form

HBASJV STAFF USE ONLY	
Date Received _____	
<input type="checkbox"/> Entered in Database	
<input type="checkbox"/> Invoiced <input type="checkbox"/> Deposit <input type="checkbox"/> Remainder	
<input type="checkbox"/> Insurance Form Received	

COMPANY (as it should appear in all marketing & promotion)

Company Name	Contact Person
Address	City/State/Zip
Email	Phone
Website	

Point of contact for Setup, Teardown, and during Show Hours:

NAME: _____

PHONE: _____

EMAIL: _____

Is your company an HBASJV member?

YES NO Contact me



BOOTH SIZES	HBASJV MEMBER	NON-MEMBER	EXHIBITOR PASSES
10' X 10'	\$700	\$850	8 included
10' X 15'	\$1000	\$1250	8 included
20' X 20'	\$2500	\$3000	16 included

Multiple booths can be combined to create larger exhibits. Contact for details.

MARKETING

Guidebook Advertising as well as Event Sponsorships also available. See additional contracts.

DATES & TIMES

SETUP TIMES	Thursday, Sept 28 3:00PM – 7:00PM	Friday, Sept 29 9:00AM – 7:00PM
SHOW HOURS	Saturday, Sept 30 9:00AM – 6:00PM	Sunday, Oct 1 11:00AM – 4:00PM
TEARDOWN TIMES	Sunday, Oct 1 4:15PM – 9:00PM	Monday, Oct 2 9:00AM – 1:00PM

Contact EXPO Director to request additional arrangements.

ADDITIONAL REQUESTS

MY BOOTH WILL REQUIRE STANDARD ELECTRIC (no additional charge)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
TABLES AND/OR CHAIRS (Additional charges vary, EXPO Staff will provide details)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
ADDITIONAL EXHIBITOR PASSES NEEDED FOR STAFF ____ (\$8 each)		
OTHER REQUESTS		

PRODUCT CATEGORY (Please indicate your *Primary Business Category*)

Appliances	Home Audio/Video & Home Security	Pools & Spas
Builder – New Home Construction	Home Services (Cleaning, Design etc.)	Public Utilities & Energy
Contractor – Remodeling	Insurance & Legal Services	Real Estate & Property Mgmt.
Contractor – Electrical	Kitchen & Bath	Retail Sales
Contractor – Plumbing	Lawn Care & Landscaping	Roofing, Siding & Gutters
Concrete (install, repair, etc.)	Mortgages & Banking	Water Systems & Filtration
Flooring	Moving & Storage	Waterproofing
Furniture	Outdoor Living	Windows & Doors
Garage Doors	Paint & Painters	
Heating & Air Conditioning	Pest Control	
<i>Other Specialty Contractor:</i>		<i>Other Specialty Retail:</i>

ACCEPTANCE

By signing below, I acknowledge that I have read and understand the Contract Terms and Conditions and will abide by the rules and regulations therein.

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

PAYMENT METHOD

Check Enclosed (payable to HBASJV)

Please Invoice Me (HBASJV Members Only)

Please Charge My VISA / MASTERCARD

Full Amount

50% Deposit
(minimum required to reserve)

Other Amount: \$ _____
(may include sponsorship, advertising, etc.)

Card Number:

_____|_____|_____|_____| - ____|____|____|____| - ____|____|____|____| - ____|____|____|____|

Expiration Date: ____|____| / ____|____|

CSV: ____|____|____|

Name on Card: _____

Billing Address (if different from above): _____

By signing below, I authorize the HBASJV to process the payment amount indicated on the credit card above and acknowledge that all sales are final and non-refundable except as noted in sections 16 and 17 of the Contract.

SIGNATURE: _____

EXPO TERMS AND CONDITIONS

Document Version: 6 JAN 2023

- 1) **AGREEMENTS:** By signing the agreement for Exhibit Space (“Contract”): Exhibitor agrees to abide by these terms, rules, and all amendments thereto and the decisions of EXPO Management. This Contract is between the Exhibitor and the Home Builders Association of St. Joseph Valley. For the purposes of this Contract, the following definitions apply: “the EXPO” is the Home & Outdoor Living EXPO. “EXPO Management” is the Home Builders Association of St. Joseph Valley (HBASJV); “Venue” is the University of Notre Dame Stadium Concourse; “Exhibitor” is any person, firm, or corporation who submitted this Contract to participate in the 2023 Home & Outdoor Living EXPO; the term “Rules” shall mean these rules and regulations contained herein.
- 2) **EVENT:** The Home & Outdoor Living EXPO is produced by the Home Builders Association of St. Joseph Valley and will be located in the University of Notre Stadium Concourse. The 2023 EXPO will be Saturday, September 30, 2023 & Sunday, October 1, 2023. Dates are tentative, pending the announcement of the Notre Dame Football final schedule. EXPO Management may be contacted at 103 E. Grove St., Mishawaka, IN 46545, or by email at expo@hbasjv.com.
- 3) **BOOTH ASSIGNMENTS:** Exhibit spaces will be assigned by EXPO Management. Requests for specific booth locations may be considered, but not be guaranteed. Space assignments will be made only after receipt from Exhibitor of this Contract. The Contract for Exhibit space must be signed by an authorized agent of the Exhibitor and submitted with a non-refundable deposit equal to 50% of selected booth package prices (the “Deposit”). The date on which both the signed Contract and Deposit have been received by Show Management will be used to prioritize booth assignments. Any Exhibitor reserving booth space that fails to occupy the space by the terms set forth in Section 7 shall forfeit all rights to the use of assigned space and EXPO Management reserves the right to dispose of such space, without any refund to the Exhibitor.

If public health requirements or regulations are put into place by county, state, other jurisdiction or executive orders, and the show map needs to be altered to follow those mitigation regulations, EXPO Management will do everything possible to keep Exhibitor as close to the original contracted space as possible.

Beginning in 2024, Exhibit spaces will be reserved on a first right of refusal basis. All 2023 Exhibitors will have the first opportunity to reserve their booth from the previous year. 2024 EXPO booth spaces will become available in the following priority: a) Returning 2023 Exhibitors, b) All HBASJV Members, c) Non-members/General Public. Exhibitors who fail to comply with any part of this Contract will also forfeit their first right of refusal for booth placement in the following year.
- 4) **USE OF DISPLAY SPACE:** Restrictions on space rental: without the express written permission of EXPO Management, Exhibitor may not: (a) use their booth for petition, lobbying for governmental or personal political purposes (b) sublet, subdivide, or assign its space, or any portion thereof (c) purchase multiple booths for the purpose of subletting or assigning to third parties, or (d) permit in its booth any non-exhibiting company representative. Only companies or individuals that have contracted with EXPO Management can display.
- 5) **UNDESIRABLE ACTIVITIES:** Exhibitor agrees that its exhibit shall be admitted into the EXPO and shall remain from day to day solely in strict compliance with all laws, rules, and terms described herein. EXPO Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part after EXPO Management’s good faith determination is communicated to Exhibitor that the exhibit or Exhibitor is not in compliance with the Contract.
- 6) **INSTALLATION AND REMOVAL:** EXPO Management has complete discretion and authority over the placement arrangement and appearance of its items which Exhibitor displays. Installation of all exhibits must be fully completed by 7:00 p.m., Friday, September 29, 2023. If Exhibitor does not meet this deadline, Exhibitor booth space may be removed or reassigned by EXPO Management, without refund or credit. All exhibit and booth materials must be removed by the date and time specified by EXPO Management, which reserves the absolute right to inspect any items removed from the Exhibit.
- 7) **BOOTH REPRESENTATIVES:** Booth representation is limited to Exhibitors. Exhibitors shall staff its booth during all open EXPO hours. Exhibitors may request an exception to staffing their booth on the Sunday of the EXPO. If exception is granted by EXPO Management, exhibitor must: (1) place a sign in their booth informing visitors of their absences, (2) provide a piece of literature with contact information, and (3) keep booth fully intact until the EXPO closes. EXPO Management shall not be responsible for any loss or damage to any property of Exhibitor’s while the booth is being attended or unattended.
- 8) **EARLY REMOVAL OF EXHIBITS NOT ALLOWED:** No exhibit shall be packed, removed, or dismantled prior to 4:15 PM on Sunday, the closing day of the EXPO. If Exhibitor acts in breach of this provision, it shall pay as compensation for the distraction to the EXPO’s appearance, an amount equal to the total space charge/advertising commitment for Exhibitors allocated area, in addition to all sums otherwise due under this Contract and will be charged to the credit card on file. For security reasons, any equipment removed from the Exhibit Area prior to the official closing of the EXPO shall require prior written approval by EXPO Management. Exhibitor materials not removed from the Venue by the designated removal dates/times will be deemed abandoned and forfeited by Exhibitor and discarded by EXPO Management.
- 9) **DECORATION OF BOOTHS:** Exhibit signage and structures must comply with height requirements of the Uniform Fire Code. If the exhibit is accessible to guests, there must be a smooth transition from the show floor to the entrance and exit of the Exhibitor’s booth, and the Exhibitor will guarantee that a trip hazard will never exist for the duration of this Contract. Exhibitor’s display decorations may not obstruct other displays nor project into aisles past the booth lines. Elevated displays shall be constructed and maintained in such a manner to ensure no hazard exists, nothing can or will fall or cause any danger to occupants. No highly flammable materials are to be used in the construction or decoration of Exhibitor’s space. Any loose landscaping products (i.e. paving blocks, plants, water features, greenery, etc.) must be placed on top of plastic or tarps designed for easy cleanup. Vehicle exhibits must have prior approval from EXPO Management and

must also comply with Section 10 along with any additional requirements provided by the Venue and local ordinances.

- 10) **VEHICLES AND HEAVY EQUIPMENT:** Vehicles are not allowed inside the Concourse except for loading & unloading. Loading areas must be used and will be designated. Vehicles may be allowed for display provided that they conform with Uniform Fire Code, all local ordinances, and comply with the terms under this Contract. Vehicles on display shall comply with the following: (a) Fuel tanks shall be not more than one-quarter (1/4) full or contain more than five (5) gallons of fuel, whichever is less. (b) Fuel tank openings shall be locked and sealed in an approved manner. (c) At least one battery cable shall be removed from the battery used to start the vehicle. The disconnected cable shall be taped. (d) Vehicles shall not be moved during the show. (e) The fueling or defueling of vehicles or equipment inside the Venue shall be prohibited.
- 11) **PROHIBITED ACTIVITIES:**
- a) The use of cooking equipment is prohibited without prior written approval of EXPO Management.
 - b) All demonstrations, sales, activities, and distribution of circulars and promotional material must be confined to the limits of Exhibitor's booth. EXPO Management reserves the right to dispose of materials found outside of the booth. Exhibitors must not place equipment for display or demonstration in such a manner as to cause observers to gather in the aisles. If observers begin to gather, Exhibitors shall make reasonable efforts to dismantle the gathering or ensure the free-flowing traffic of visitors throughout the Concourse. Display or demonstration must be placed within the assigned booth to attract observers into the booth.
 - c) Calling, pulling, or grabbing a visitor to the Exhibitor's booth is not permitted.
 - d) Exhibits which include the operation of musical instruments, sound motion picture equipment, public address systems, or any noise making machines must be operated so that the noise resulting therefrom will not annoy or disturb adjacent Exhibitors or their patrons.
 - e) Exhibitors are prohibited from displaying any devices or objects in the booth that exceed the length of the back wall without prior written approval from EXPO Management and the Venue.
 - f) Animals and pets are not permitted. Guide and service dogs are permitted.
 - g) Exhibitors are not allowed to conduct any activities that could be considered an illegal lottery or violation of any applicable law.
 - h) Smoking, Vaping or use of E-cigarettes is prohibited inside the Venue. Additional signage shall be posted if necessary.
 - i) Exhibitors must maintain the booth space as to appearance, immediately remove any trip hazard and maintain cleanliness in a manner reasonably suited and in accordance with the character and quality of the EXPO.
 - j) Open flames are not permitted inside the Venue.
 - k) No display or exhibit shall be installed or operated to interfere in any way with access to any required exit or firefighting equipment.
 - l) No Exhibitor may sell or give out food or beverage (other than wrapped candy and water) without prior written approval of EXPO Management.
 - m) The driving of nails, tacks, screws, use of duct tape or use of any method of attaching material to walls, floors or railings of Venue is prohibited. Signs, banners, or other items cannot be hung from ceilings. Exhibitors will be required to replace, repair, or otherwise assume expense for any damage or defacement of the building, draperies, carpeting, or flooring caused by its exhibit or its representatives. EXPO Management reserves the right to charge the credit card on file for any damage described herein, which goes uncured.
- n) Heavy materials and equipment may not be dragged or skidded over Venue floors, lawn or sidewalks: they must be carried or moved on wheels of such a type and size as will not cause permanent scratches or marks not removable by ordinary routine methods of cleaning. Materials and equipment that may cause stains, marks, or discoloration of floors, carpeting, or walls must be protected against such damage by whatever devices necessary (padding, plastic sheeting, or water pans, etc.).
- o) Exhibitors will be billed for replacement value of such items that are damaged.
- p) If furniture is provided by another company, a sign (no larger than 5" x 8") acknowledging the company may be displayed.
- 12) **ELECTRICAL:**
- a) Standard 110 volt/20amp electrical outlets are provided inside the concourse for Exhibitors. Any Exhibitor requiring additional electrical wattage (220 volt) must submit a request to EXPO Management, as the outlets are only provided in certain areas of the concourse.
 - b) EXPO Management and the Venue assume no responsibility for any damage that may occur to sensitive electrical/electronic equipment owned and used by Exhibitors (including, but not limited to, computers and audio-visual equipment). Exhibitors with sensitive electrical/electronic equipment are strongly encouraged to provide surge protection or uninterruptible power supply devices.
 - c) Electrical connections shall comply with the National Electrical Code and shall pass inspection by all applicable authorities of St. Joseph County.
 - d) GFCI connections are required to be provided by Exhibitors anywhere there is a connection near water.
- 13) **RIGHT OF ENTRY AND INSPECTION:** EXPO Management, in its absolute discretion, shall have the right at any time to enter the area occupied by Exhibitor or otherwise inspect Exhibitor's material or property used for the Show.
- 14) **BOOTH MAINTENANCE:** Exhibitors are required to maintain the daily cleanliness and prevent hazards originating from its booth. Unless an action requiring cleaning takes place, cleaning of booths shall take place at times other than EXPO hours. EXPO Management will be responsible only for the cleaning of aisle space and public areas. the EXPO in the same condition as it was when it was taken over prior to the EXPO.
- 15) **CARE OF BUILDING AND EQUIPMENT:** Exhibitor and all its agents shall not injure or deface any part of the Venue, the booths or booth contents, or EXPO equipment and decor. Exhibitors shall care for and keep in good order the space occupied by Exhibitors and surrender such space at the close of EXPO in the same condition as it was when it was taken over prior to the EXPO. If the space occupied shall be damaged by Exhibitor, employees, patrons or guests, Exhibitor shall pay such amounts as are necessary to restore the space to its original condition.
- 16) **CANCELLATION BY EXHIBITOR OR EXPO**

MANAGEMENT: Any termination or cancellation of this Contract by Exhibitor must be in writing. If this Contract is terminated or canceled by Exhibitor for any reason, or by EXPO Management because of Exhibitor's default or violation of the terms of this agreement, then monies paid to EXPO Management by Exhibitor shall be retained as follows: (a) Prior to August 1, 2023, EXPO Management shall retain any Deposit monies paid (50% of contracted booth rate), (b) from August 1, 2023, until August 30, 2023, EXPO Management shall retain 75% of contracted booth rate, (c) after August 30, 2023, EXPO Management is entitled to the entire cost of the Exhibitor's Space, which includes money paid by Exhibitor, and Exhibitor will owe EXPO Management any outstanding balance and fees. EXPO Management shall retain these monies as reasonable damages for the direct and indirect costs incurred by EXPO Management for organizing, setting up and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal including reselling of the space. All sales are final, and payments are non-refundable due to up-front costs in setting up the event except as noted in sections 16 and 17 of this Contract.

17) CANCELLATION OF SHOW BEYOND MANAGEMENT'S CONTROL:

If mandated by governmental or other authorities or if EXPO Management determines in good faith that the show cannot be held or rescheduled because the Venue and/or its surroundings have become unfit for occupancy, are materially interfered with by reason of weather, strike, embargo, injunction, act of war, act of God, Federal, state or local order, any other act, event or emergency, this agreement may be terminated or suspended. In the event of such termination or suspension, the Exhibitor waives any and all damages and agrees that EXPO Management, after deducting already incurred costs and expenses (including a reserve for claims), may refund to the Exhibitor a prorated amount of any remaining monies paid by the Exhibitor.

18) EXHIBITS AND PUBLIC POLICY:

Exhibitor is charged and is expected to know all federal, state and local laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this EXPO. Compliance with such laws is mandatory for Exhibitor and their agents and will be held solely responsible for its compliance. EXPO Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor space, materials and operation is concerned. All booth decorations including, but not limited to carpet must be flame-proofed, and all hangings must clear the floor. Electrical wiring must conform with the Uniform Fire Code. If inspection indicates the Exhibitor has neglected to comply with these regulations, or otherwise incurs a fire hazard, the right is reserved by EXPO Management to remove all or such part of his exhibit as may be in violation, at Exhibitor's expense. If vehicles, equipment or machinery are to be used, Exhibitor shall contact EXPO Management for further information concerning facilities or regulations. City and State fire regulations must be complied with at all times. Use of hazardous material, such as open flame or liquid propane gas is strictly prohibited.

19) ERRORS AND OMISSIONS:

EXPO Management assumes no responsibility or liability for any of the services performed or materials delivered by official EXPO contractors, or other suppliers to the show, their personnel, or their agents. Any controversies which may arise between Exhibitor and official contractors or personnel on the EXPO premises shall be referred to EXPO Management for resolution and EXPO Management's

decision shall be final and binding.

- 20) SECURITY:** The Venue and shall remain locked from EXPO close until one (1) hour before the EXPO opens. Stadium Concourse gates shall remain locked while no Exhibitors are present. EXPO Management reserves the absolute right to inspect any items removed from the exhibit area.
- 21) LIABILITY AND INSURANCE:** Exhibitor agrees that they are responsible for insuring their booth and maintaining it in a condition that is safe for entry of the general public. Exhibitor further agrees to provide the HBA a certificate of insurance showing general liability limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The certificate must list "The Home Builders Association of St. Joseph Valley" and "The University of Notre Dame du Lac and its subsidiaries, officers, directors, trustees, volunteers, and employees" as an additionally insured on a primary and non-contributory basis. Exhibitor must supply a Certificate of Insurance to EXPO Management before September 1, 2022. Additional specifications are as follows:
- All property of Exhibitor remains under its custody and control in transit to and from the Concourse, during installation and removal, and while it is within the confines of the Venue/Concourse. Neither EXPO Management, the service contractors, the management of the Venue/Concourse nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitor from theft, damage by fire, accident, vandalism, or other causes. Exhibitor expressly waives and releases any claim or demand it may have against any persons described above by reason of any damage to or loss of any property of Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of the persons mentioned above.
 - Exhibitor understands that EXPO Management does not carry business interruption and property damage insurance coverage for loss or damage of Exhibitor's property. Exhibitor expressly assumes all risk of loss of their property owned or used by Exhibitor at the Venue whether realized during or after the EXPO. Exhibitor agrees to obtain adequate insurance during the dates of the EXPO including move-in and move-out days, in commercially reasonable amounts and with commercially reasonable deductibles, and to furnish certificates of insurance to EXPO Management. General liability insurance coverage, including protective and contractual liability coverage for bodily injury and property damage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate; (1) Workers compensation/occupational disease coverage and full compliance with federal and with federal and state laws, and (2) Comprehensive general liability automobile insurance covering owned, non-owned, and hired vehicles, including loading and unloading hazards.
 - EXPO Management and Exhibitor agree to waive the right of subrogation by their insurance carriers to recover lost sustained under their respective insurance contracts for real and personal property.
- 22) ASSUMPTION OF RISKS; RELEASES; LIMIT OF LIABILITY:** Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with its participation at the EXPO including, without limitation, all risks of theft, loss, harm, damage, or injury to the person (including death), property, business, or profits of Exhibitor, whether caused by negligence, intentional act, sole responsibility for its property or any theft,

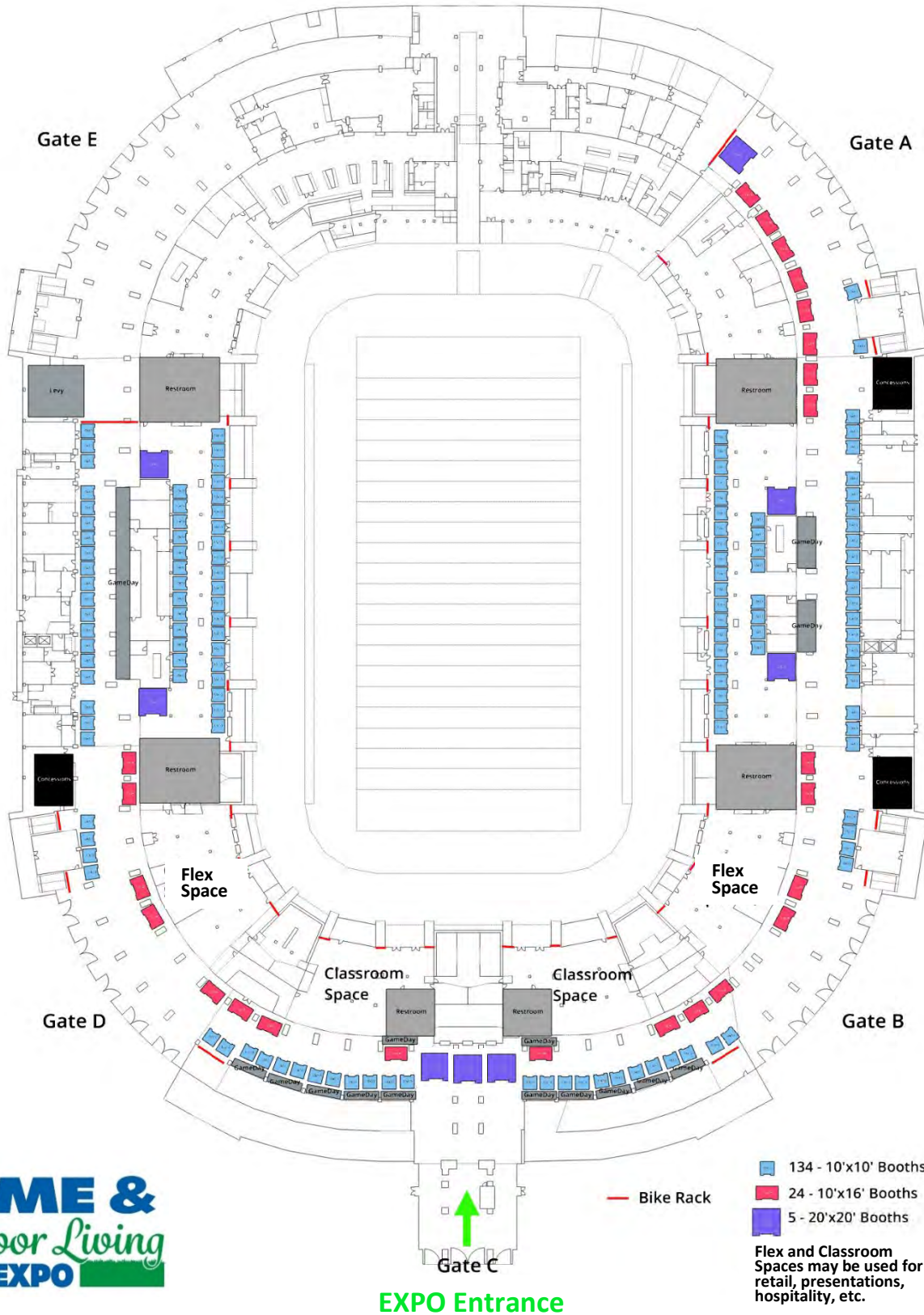
damage, or other loss to such property (whether or not stored in any courtesy storage area). accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area). Neither EXPO Management nor the Venue, or its agents or representatives, shall be liable for, and Exhibitor hereby releases and will otherwise defend all of EXPO Management and Venue from and covenants not to sue any of them with respect to any and all risks, losses, damages and liabilities described in this paragraph or Contract. The Exhibitor upon signing this Contract expressly releases EXPO Management, Venue and individuals from any and all claims for any and all loss, damage or injury whatsoever. The Exhibitor shall indemnify, defend and hold harmless EXPO Management, its subsidiaries, affiliated companies and their officers, directors, agents and employees, the Venue, and their representatives or employees from any and all claims, actions, causes of actions, liabilities, damages, costs, losses and expenses (including attorney's fees) as maybe asserted against them or incurred by them for any and all accidents, occurrences or events resulting from the Exhibitor's acts or omissions. In no event shall EXPO Management be liable thereunder for an amount in excess of fees paid by Exhibitor thereunder.

- 23) **ENFORCEMENT OF REGULATIONS:** EXPO Management has sole control over all admission policies. EXPO Management has full power to interpret and enforce all of these Rules and reserves the power to make amendments and/or further Rules, orally or in writing, that are considered necessary for the proper conduct of the Show. Such decisions shall be binding on Exhibitor. Failure to comply with these policies, amendments, or any other Rules may be sufficient cause for EXPO Management to require the immediate removal of the entire exhibit and Exhibitor(s) at the expense of Exhibitor. In addition, Exhibitor agrees to be bound by the terms of EXPO Management's agreement with the Venue in which the EXPO is held. Failure to comply with all applicable Rules may also result in the forfeiture of all fees paid and EXPO Management may lease any space to another Exhibitor and retain all revenues collected without any liability to Exhibitor.
- 24) **FILMING/VIDEO RECORDING RIGHTS/ELECTRONIC MESSAGES:** Photographs, Film or video recordings may be made in the Concourse and may include images of Exhibitor, its employees, agents, and related merchandise and displays. Exhibitor may not hinder obstruct or interfere in any way with such Photography or recordings and hereby consent to EXPO Management's use of recordings for commercial purposes. Exhibitor grants EXPO Management a non-exclusive, royalty free, revokable, non-transferable worldwide license to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, domain names, icons, buttons, banners, graphic files, and images.
- 25) **ADA COMPLIANCE:** Exhibitor represents and warrants that: (a) Its exhibit will be accessible to the full extent required by law, (b) Its exhibit will comply with the American Disabilities Act (ADA) and with any regulations implemented under the ADA, and (c) it shall indemnify, hold harmless and defend EXPO Management and its agents, from and against any and all claims and expenses, including reasonable attorney fees and litigation expenses that may be incurred or assessed against EXPO Management because of Exhibitors breach of this paragraph or noncompliance with any of the provisions of the ADA.
- 26) **COPYRIGHTED MATERIALS:** Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the EXPO, unless Exhibitor has obtained all necessary rights and paid all required royalties, fees or other payments. Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, Rules, and all rules and regulations of the Venue.
- 27) **DISCLAIMER OF LIABILITY:** EXPO Management disclaims any and all warranties whether express or implied, including, but not limited to any implied warranties of merchantability or fitness for a particular purpose or non-infringement. EXPO Management makes no representation or warranties, express or implied, concerning the number of people or Exhibitors who will attend to the show or any other activities or functions or any other matters, in no event shall EXPO Management be liable for any incidental, indirect, special, punitive or consequential damages of any kind, including, but not limited to, lost revenue or profits regardless of the of action whether in contract, tort (including negligence), or otherwise, even if EXPO Management has been advised of the possibility of such damages. In no event shall the maximum liability of EXPO Management exceed the fees paid by Exhibitor.
- 28) **WAIVER:** Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this contract. The right of EXPO Management shall not be deemed waived except specifically stated in writing and signed by an authorized representative of EXPO Management.
- 29) **SEVERABILITY:** If any provisions of this Contract is held invalid or unenforceable, neither the remaining provisions of this Contract nor other applications of the provisions involved shall be affected thereby.
- 30) **GOVERNING LAW AND DISPUTE RESOLUTION:** This Contract shall be interpreted under the laws of the State of Indiana. If any claim, dispute or controversy arises between the parties regarding this Contract, the parties agree to make reasonable efforts to first settle the dispute by mediation. The parties are entitled to legal representation and the mediation process is intended to be a convenient, efficient, and cost-effective opportunity to settle their difference prior to resorting to arbitration or litigation. The parties agree to equally share the expense of the fees charged by the mediator. Should mediation prove unsuccessful, any dispute or litigation would be under the jurisdiction of the Indiana judiciary to adjudicate.
- 31) **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Contract shall be valid and binding on the parties and less set forth in writing and signed by both parties. Exhibitor understands this Contract is a limited license to occupy space and not a lease.

Home & Outdoor Living EXPO at the Notre Dame Stadium Concourse

DRAFT Booth Layout for Sept. 30 - Oct. 1

This diagram is a preliminary representation and will be adjusted to accommodate based on final exhibitor booths. Show Management will assign booth locations, and location requests are considered but cannot be guaranteed. Most booth locations can be upgraded by combining multiple booths.



2023 Expo Sponsorship Opportunities

Contact the Expo Director to sponsor. These opportunities are only available to HBASJV members. Sponsors will have first right of refusal for the 2024 Expo.



Presenting Sponsor - ~~\$10,000~~ **SOLD**

- Top Billing on all promotion and announcements for the event
- Logo/mention throughout the website including the landing page & the ticket sales page
- Logo on the printed tickets and other printed signage and flyers
- Logo/mention in all TV, Radio & Social Media advertising
- Logo on the cover of the magazine
- Full-Page advertisement on the inside front cover of the EXPO guide
- Logo on event signage, banners, at the front entrance
- 20x20 booth in the front entrance (first visible booth to visitors)
- Opportunity to provide educational seminars
- Opportunity to provide logo bags to guests

Gate & Ticket Sponsor (2 available to non-competing companies) - ~~\$5,000 ea~~ **SOLD**

- Logo on the printed tickets
- Logo on the online ticket sales page and/or the digital ticket
- Opportunity to park a trailer or vehicle inside the venue (subject to venue placement approval)
- Half-Page Ad of your choice in the EXPO Guidebook Magazine
- Signage in the front gate
- 20x20 booth in the front entrance
- Opportunity to provide educational seminars

Classroom Sponsor (2 available) - \$3,000 ea

- Sponsorship of one of the 2-3 presentation/demonstration spaces
- Classroom space designated with the name of your company
- Signage in the presentation/demonstration space
- Your logo on the "schedule of events" page of the EXPO website
- Signage and Video boards throughout the venue displaying the schedule of events
- Quarter-Page Ad of your choice in the EXPO Guidebook Magazine
- Designated booth near the entrance to your presentation/demonstration area
 - 10x15 minimum (up to 20x20 subject to available space and configuration)
- Opportunity to provide educational seminars
 - Hosting of multiple presentations/demonstrations is expected

Seminar Presentation/Demonstration Opportunity (multiple avail.) - \$1,200 ea

- Logo/Mention on the education schedule signage and flyer
- Logo/Mention on the education schedule website page
- Social Media promotion for their session
- Opportunity to provide educational seminar(s)
- Includes 10x10 booth

Event produced by the Home Builders Association of St. Joseph Valley
PLEASE RETURN SIGNED CONTRACT WITH PAYMENT TO:
HBASJV, 103 E. Grove St., Mishawaka, IN 46545 or by email: expo@hbasjv.com



Stand Out!

**BY FEATURING YOUR PRODUCTS & SERVICES
IN THE 2023 HBASJV MAGAZINES**

- Big discounts available for advertising in multiple issues!
- Widely distributed throughout the community and to visitors
- Premium advertisers also receive a click-through banner ad on the event website
- EXPO Guide Exhibitor Advertisers will also be highlighted on the EXPO map and exhibitor listings

Secure Your Spot TODAY!

For advertising information, or to reserve your advertising space, contact the HBA Office at 574-258-0411 or email Kelsey@hbasjv.com

HBASJV Print Advertising for Magazines

The HBASJV will produce three (3) magazines in 2023 in conjunction with its public events. Advertising in these publications is a great way to increase consumer awareness of your company, products and services! All proceeds support HBASJV member programs.

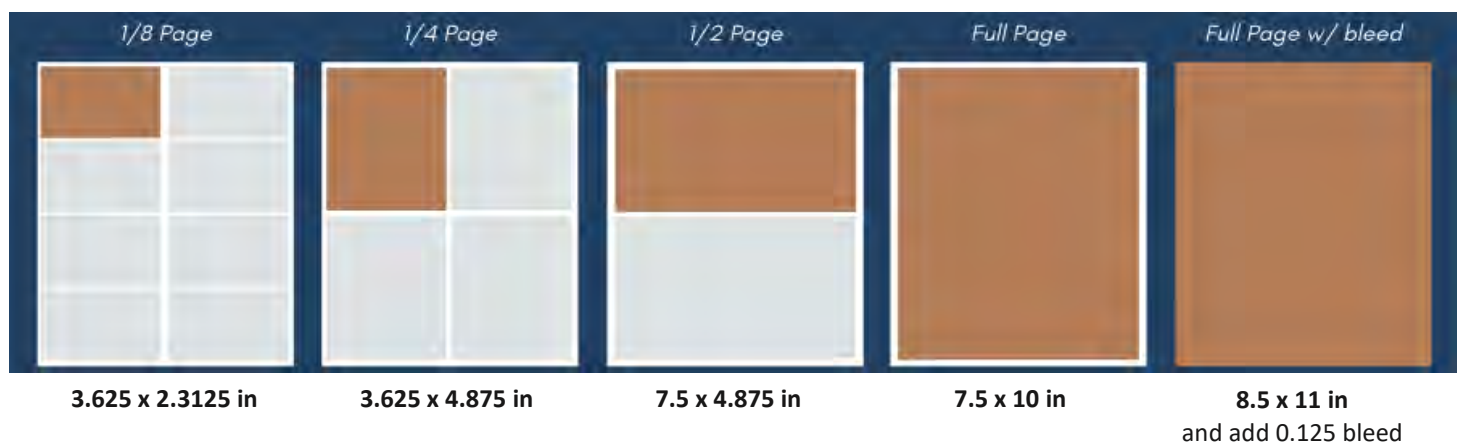
2023 Magazine Distribution (4000-7000 copies will be printed depending on the event):

- Showcases Magazines are distributed throughout Michiana in advance of the event, and available at all Showcase locations
- Home & Outdoor Living EXPO Guide distributed to each attendee during the event.
- Digital Interactive Flipbook versions of each magazine will be featured on HBAShowcase.com or HBAHomeExpo.com with “clickable” links to a web target of your choice.

Deadlines for contracts and ad copy:

- Spring Showcase Magazine: **Wednesday, April 5, 2023**
- Home & Outdoor Living EXPO Guide: **Friday, September 1, 2023**
- Fall Showcase Magazine: **Friday, September 15, 2023**

AD SIZES	HBASJV MEMBER RATES			NON-MEMBER RATES		
	Single Issue:	Two Issues:	Three Issues:	Single Issue:	Two Issues:	Three Issues:
Back Cover*	\$2500	\$4250	\$6000	N/A	N/A	N/A
Inside Front Cover*	\$2200	\$3740	\$5280	N/A	N/A	N/A
Inside Back Cover*	\$2000	\$3400	\$4800	N/A	N/A	N/A
Inside Back Facing*	\$1800	\$3060	\$4320	N/A	N/A	N/A
Full Page	\$1600	\$2720	\$3840	\$2000	\$3400	\$4800
1/2 Page	\$1000	\$1700	\$2400	\$1300	\$2210	\$3120
1/4 Page	\$600	\$1020	\$1440	\$800	\$1360	\$1920
1/8 Page	\$350	\$600	\$840	\$500	\$850	\$1200
2-Page Spread	Please call for size and pricing.			N/A		



Important information for all ads:

All ads must be sized exactly to the dimensions listed above.

- All images and graphics must be 300 dpi at 100% in the document.
- CMYK process colors only
- Fonts must be embedded or outlined

File Formats:

Press-ready PDF preferred.

InDesign, Illustrator or Photoshop files are accepted provided that all fonts and images are included, and all other specifications are met.

Design services available upon request.

* Premium positions available to HBASJV Members only and subject to the HBASJV “First Right of Refusal” Policy.

Advertising Agreement for EXPO & Showcase Magazines

Complete this contract advertise in HBASJV printed magazines during 2023. By signing this agreement, advertiser agrees to the Standard Terms and Conditions on the reverse of this form. Company may submit different ads for each issue if desired, provided they meet the criteria and submission deadlines.

Mail/Email Contract and direct all questions about advertising to:

Kelsey Tyte ♦ kelsey@hbasjv.com ♦ (574) 258-0411 ♦ HBA of St. Joseph Valley, 103 E. Grove St., Mishawaka, IN 46545

Payment by check is preferred, payable to HBASJV. Invoice will be sent upon return of this form. Visa & Mastercard also accepted.

2023 Magazine Advertising Deadlines:

Spring Showcase Magazine Contract & Copy Due:	Wednesday, April 5th
Home & Outdoor Living EXPO Guide Contract & Copy Due:	Friday, September 1th
Fall Showcase Magazine Contract & Copy Due:	Friday, September 15th

Magazine Ad Placements Available

(Check the boxes for size, rate, and issues selected. Premium placements available to HBASJV Members Only. Discounts available to Showcase Exhibitors and EXPO Exhibitors. Contact the HBASJV for discount details.)

HBASJV MEMBER RATES				ISSUES SELECTED		
	Single Issue:	Two Issues:	Three Issues:	Spring Showcase	EXPO Guide	Fall Showcase
Back Cover*	<input type="checkbox"/> \$2500	<input type="checkbox"/> \$4250	<input type="checkbox"/> \$6000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inside Front Cover*	<input type="checkbox"/> \$2200	<input type="checkbox"/> \$3740	<input type="checkbox"/> \$5280	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inside Back Cover*	<input type="checkbox"/> \$2000	<input type="checkbox"/> \$3400	<input type="checkbox"/> \$4800	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inside Back Facing*	<input type="checkbox"/> \$1800	<input type="checkbox"/> \$3060	<input type="checkbox"/> \$4320	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Full Page	<input type="checkbox"/> \$1600	<input type="checkbox"/> \$2720	<input type="checkbox"/> \$3840	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1/2 Page	<input type="checkbox"/> \$1000	<input type="checkbox"/> \$1700	<input type="checkbox"/> \$2400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1/4 Page	<input type="checkbox"/> \$600	<input type="checkbox"/> \$1020	<input type="checkbox"/> \$1440	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1/8 Page	<input type="checkbox"/> \$350	<input type="checkbox"/> \$600	<input type="checkbox"/> \$840	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-Page Spread	<i>Please call for size and pricing.</i>					

NON-MEMBER RATES				ISSUES SELECTED		
	Single Issue:	Two Issues:	Three Issues:	Spring Showcase	EXPO Guide	Fall Showcase
Full Page	<input type="checkbox"/> \$2000	<input type="checkbox"/> \$3400	<input type="checkbox"/> \$4800	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1/2 Page	<input type="checkbox"/> \$1300	<input type="checkbox"/> \$2210	<input type="checkbox"/> \$3120	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1/4 Page	<input type="checkbox"/> \$800	<input type="checkbox"/> \$1360	<input type="checkbox"/> \$1920	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1/8 Page	<input type="checkbox"/> \$500	<input type="checkbox"/> \$850	<input type="checkbox"/> \$1200	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Company Name: _____

Authorized Representative: (print name) _____

Authorizer Signature: _____ Date: _____

Best Contact for Ad Materials (if different from above): _____

Contact Email address: _____ Contact Phone: _____

** Premium positions available to HBASJV Members only and subject to the "First Right of Refusal" Policy.*

Advertising Agreement: Standard Terms and Conditions

The Home Builders Association (HBASJV), with its principal office at 105 E Grove St., Mishawaka, Indiana (hereafter called the Publisher), reserves the right to approve all advertising copy and the right to reject any advertisement that is contracted for placement in the Showcase Magazines or Member Directory. All Advertising Agreements are subject to acceptance by the Publisher, and upon such acceptance, without further notice to the customer, the Advertising Agreement becomes valid and is governed by the laws of Indiana.

Advertising Policy

The Publisher will not be bound by conditions on other contracts or insertion orders that may be in conflict with the provisions of this contract. All advertisement instructions must be submitted on the Advertising Agreement. The Publisher reserves the right to amend or revise rates, terms and conditions of this Agreement upon 30 days written notice. If said amendments are not acceptable to the advertiser, the advertiser may, by written notice to the Publisher prior to the effective date of the amendments, cancel its advertising contract, upon payment of any outstanding invoices. If frequency discount is not earned because of cancellation, advertiser agrees to pay difference between frequency rate paid and frequency rate earned.

Ad Materials Responsibility

In the event the advertiser fails to supply ad materials by the closing date, the Publisher reserves the right to repeat a previous advertisement. Advertisers who reserve space and fail to supply ad material are still liable for all costs regardless of what material is substituted in its place. Final ad materials will be stored for twelve months and destroyed thereafter, unless written request for the return of materials is provided upon ad submission.

Copy Acceptance

Advertising copy furnished by the advertiser shall be in a form acceptable to the Publisher. Publisher reserves the right to edit or reject any advertising it finds, in its sole discretion, to be inappropriate, misleading or objectionable. Advertising that resembles editorial shall be marked "Advertisement" at the top of the ad in not less than 10-point type.

Advertising Design & Production

All ad material shall be submitted in accordance with the Publisher's specifications as set forth in this document. The Publisher reserves the right to adjust the size of ads that do not conform to required dimensions, exclude advertisements from certain pages, and control position of all ads.

Billing

A signed contract and payment for the insertion are due by the first closing date, along with the ad. Subsequent insertions will be billed upon publication. Invoices are net and payable upon receipt unless otherwise noted. Invoices rendered will be accepted as correct unless the Publisher is notified in writing within ten (10) days of billing date. Payment will be made direct to the Publisher at the address in this Agreement. Accounts delinquent 30 days may be charged interest at the rate of 20 percent per annum. Should an advertiser and/or agency default or otherwise be late in payment of advertising invoices, the Publisher has the right to omit the advertisement from the publication. The advertiser and/or agency will forfeit any and all payments previously made toward the purchase of said advertisement. In the event advertiser and/or agency default or are otherwise late in payment of bills, advertiser and/or agency shall be totally liable for all fees and sums of collections, including but not limited to reasonable attorney's fees and court costs incurred by Publisher in the collection of said bills. In such event, the Publisher reserves the right to

either terminate this Agreement or to enforce this Agreement pursuant to the terms set forth.

Cancellations

Cancellations must be in writing and are not considered accepted until confirmed by the Publisher.

Errors and Omissions

In the event of an error or omission of advertising copy or an advertisement for any reason, it is the advertiser's responsibility to notify the Publisher, in writing and within seven days after delivery of first-bound copies/tear sheets. Publisher's liability will not exceed the return of revenue for the ad space. Any adjustments will be based on percentage of ad or message affected. Publisher is not responsible for errors in key numbers, nor is the Publisher responsible for errors that the advertiser failed to identify on the approved advertising proof. In no event shall the Publisher be liable for incidental or consequential damages incurred by advertiser in the event of any error or omission by the Publisher.

Performance

Publisher shall not be held responsible for damages for failure to print or circulate any issue, or for delays in printing said issue. The advertiser shall be entitled to a complete refund of monies if the Publisher fails to print the issue covered by this Agreement. No discount of advertisers monies shall be paid for delays beyond the Publisher's control, including delays caused by production and printing. Performance by the Publisher shall be contingent upon availability of materials and labor, and on interruption by acts of God/nature, riots, warfare, government laws or regulations, vendor delays and/or conditions beyond the Publisher's control. In no event shall the Publisher be liable for incidental or consequential damages incurred by advertiser for failure to print/circulate or the delay in printing/circulation of an issue.

Miscellaneous

The Publisher may assign its rights, duties, and other obligations under this Agreement to any corporation or other entity that becomes the publisher of the contracted publication. This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the advertiser. In the event that the advertiser ceases to exist or operate then this Agreement will terminate as of said date, except that in the event the principal(s) of the advertiser thereafter continue to engage in the commerce in substantially the same form as before dissolution, this Agreement shall remain in effect and shall be binding upon the successor to the advertiser.

This Agreement shall terminate after the last insertion as set forth in this Agreement is published; provided however, that the Publisher may terminate this Agreement at any time if it ceases to publish the contracted publication.

This agreement sets forth the entire Agreement between the parties hereto and shall be construed under the laws of the state of Indiana. Any waiver by the Publisher of any breach of this Agreement by the advertiser, or any default in payment by the advertiser, shall not be construed as a waiver of any prior or subsequent breach of default of the same or any other provision of this Agreement.

Severability

In case any one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

VALUE OF MEMBERSHIP



We Advocate For You



We Promote You



We Educate & Connect You

We build more than homes.

- We advocate for the industry by partnering with State and local leaders who support small business and their essential value.
- We are a resource to our community by providing the expertise of hundreds of industry-leading housing and construction professionals.
- We promote our members and create a referral network for our members to grow their businesses and careers.

We build community.

TO BECOME A MEMBER, VISIT HBASJV.com/Join

