



Dear Vendor,

I would like to invite you to join us for the **2024 Home & Outdoor Living EXPO** at Notre Dame Stadium, presented by Everwise Credit Union.

This 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!

On Oct 5 & Oct 6, we will take over the Concourse of the Notre Dame Football Stadium to provide you with 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 August 19, 2024.
- **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 2024 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](mailto:expo@hbasjv.com) or call (574) 258-0411. On behalf of the HBASJV, I can't wait to welcome you to second year of this exciting event!

*Bob Penrose*

Executive Officer  
Home Builders Association of St. Joseph Valley



## 2024 Exhibitor Registration Form

Deadline August 19, 2024

\*HBASJV STAFF USE ONLY\*

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

Entered in Database

Invoiced    Deposit    Remainder

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	NON-MEMBER	HBASJV MEMBER	EXHIBITOR PASSES
<b>10' X 10'</b>	\$850	\$680	8 included
<b>10' X 15'</b>	\$1250	\$1000	8 included
<b>10' x 20'</b>	\$1550	\$1240	16 included
<b>20' X 20'</b>	\$3000	\$2400	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**

<b>SETUP TIMES</b>	Thursday, Oct 3 7:00AM – 5:00PM	Friday, Oct 4 7:00AM – 5:00PM
<b>SHOW HOURS</b>	Saturday, Oct 5 9:00AM – 4:00PM	Sunday, Oct 6 11:00AM – 4:00PM
<b>TEARDOWN TIMES</b>	Sunday, Oct 6 4:15PM – 10:00PM	Monday, Oct 7 8:00AM – 12:00PM

*Contact EXPO Director to request additional arrangements.*

**ADDITIONAL REQUESTS**

MY BOOTH WILL REQUIRE STANDARD ELECTRIC (additional charge - \$50)	<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 <u>Primary Business Category</u> )			
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	
Other Specialty Contractor:		Other Specialty Retail:	

**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: 30 JANUARY 2024

- 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 2024 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 2024 EXPO will be Saturday, October 5, 2024 & Sunday, October 6, 2024. 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.  
  
In 2025, Exhibit spaces will be reserved on a first right of refusal basis. All 2024 Exhibitors will have the first opportunity to reserve their booth from the previous year. 2025 EXPO booth spaces will become available in the following priority: a) Returning 2024 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 5:00 p.m., Friday, October 4, 2024. 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

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

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, 2024, EXPO Management shall retain any Deposit monies paid (50% of contracted booth rate), (b) from August 1, 2024, until August 30, 2023, EXPO Management shall retain 75% of contracted booth rate, (c) after August 30, 2024, 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 EXPO 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, 2024. 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.

# 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](https://HBASJV.com/Join)

