

APPLICATION / CONTRACT



Portland Expo Center – Portland, Oregon

October 3-6, 2019

Application/Contract

The enclosed agreement will serve as both your application and your contract. Fill out the Application/Contract completely, reading all rules and regulations. **SIGN THE CONTRACT, KEEPING A PHOTOCOPY FOR YOUR RECORDS AND MAIL, EMAIL OR FAX IT WITH YOUR NON-REFUNDABLE DEPOSIT TO THE ADDRESS BELOW. To pay by credit card please provide credit card information on the application or call our office at 503-479-2660.**

This agreement is the complete, unambiguous, final, and exclusive statement of the terms of the agreement between the parties; supersedes and replaces all prior and contemporaneous agreements and understandings, whether oral or in writing; and may be modified only in writing and signed by an authorized representative of management.

An exhibitor may return the signed contract by fax, email or mail. When the copy is signed by management the agreement will be complete and binding.

Exhibitor - If you do not return your **SIGNED** contract your company name will not appear in the show's publication.

Booth Allocation

Booth space will only be allocated once your signed Application/Contract and **non-refundable deposit** have been received. An Exhibit Sales Representative will confirm with you your booth space allocation.

Payment Schedule

Balance is due **August 15, 2019**. Full payment must accompany any Application/Contract submitted after August 15, 2019. Show management reserves the right to make any necessary modifications to the floor plan.

RETURN YOUR APPLICATION / CONTRACT TO:

Home Builders Association of Metro Portland
15555 SW Bangy Road, Suite 301 | Lake Oswego, OR 97035
Phone: 503- 479-2660 | Fax: 503-684-0588
Website: www.homeshowpdx.com

Show email: homeandgardenshows@hbapdx.org

Yvonne Lerch, Event Sales Manager – yvonne@hbapdx.org

*PRICING RESTRICTIONS:

HBA & OAN members --\$100 off (\$975 Standard booth) – Contact exhibit sales manager for details. Offer valid for first-time OAN and HBA exhibitors at the 2019 Fall Home & Garden Show. Standard booth rate applies to builders, remodelers, home products, furnishings, appliance companies, utilities, landscapers, hardscapes, fencing, decking, etc.

HBA & OAN members -- \$50 off (\$200 Plant/Nursery Booths) - Contact exhibit sales manager for details. Offer valid for first-time OAN and HBA exhibitors at the Fall Home & Garden Show. Plant/Nursery booths are limited to plant sales, nurseries, garden clubs, etc type businesses only.

TERMS AND CONDITIONS

- 1. WHEN CONTRACT IS EFFECTIVE** – There is an effective agreement between the parties only when the acknowledgment copy of this Exhibit Space Application & Contract (this "Contract") is signed by Exhibitor, returned to Management with the required deposit, and accepted by Management. Management is under no obligation whatsoever until the acknowledgment copy is signed and returned to Management with the required deposit.
- 2. MANAGEMENT'S TERMS AND EXHIBITORS' MANUAL GOVERN** – Only the terms and conditions stated on the first page and attached pages of this Contract are binding on Management, and acceptance of this Contract is expressly limited to these terms and conditions, which include the Exhibitor's Manual, as established in writing for all exhibitors by Management, and which is incorporated into and made a part of this Contract. Exhibitor will conclusively be deemed to have accepted all of the foregoing terms and conditions as the final, complete, and exclusive statement of the terms and conditions of the transaction described in this Contract. NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS ARE OR WILL BE ACCEPTED BY MANAGEMENT OR OBLIGATE MANAGEMENT UNLESS SIGNED BY MANAGEMENT'S AUTHORIZED REPRESENTATIVE. ANY AND ALL ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS NOT SO AGREED TO BY MANAGEMENT ARE NOT, AND WILL NOT BE DEEMED TO BE, ACCEPTED.
- 3. USE OF SPACE; EXHIBIT HOURS** - The contracted space is to be used solely by Exhibitor for the products, services, manufacturers, and brands identified in writing in this Contract. No portion can be sublet or assigned. Exhibitor shall forfeit all rights to the space, all prepaid space costs, and upon demand will pay any balance owing to Management, if Exhibitor fails to occupy or use the space as specified and required herein, or fails to have the exhibit completed and in place by 11:00 a.m. opening day of the Show, or on any other breach of this Contract. If Exhibitor forfeits the space, Management may re-let the space without liability. Management shall determine and publicize the exhibit hours the Show will be open to the public each day.
- 4. ALL EXHIBITS MUST COMPLY WITH ALL CITY, STATE, AND FEDERAL LAWS, ORDINANCES, REGULATIONS, AND FIRE MARSHAL INSTRUCTIONS. ANY AND ALL CITY, STATE, OR FEDERAL LICENSES, INSPECTIONS, OR PERMITS REQUIRED BY LAW OF ANY EXHIBITOR IN THE INSTALLATION OR OPERATION OF EXHIBITOR'S DISPLAY MUST BE OBTAINED BY EXHIBITOR AT EXHIBITOR'S OWN EXPENSE PRIOR TO THE OPENING OF THE SHOW. EXHIBITOR MUST HAVE IN EXHIBITOR'S POSSESSION AT THE SHOW ANY LICENSES OR PERMITS REQUIRED BY THE CITY OR THE STATE.**
- 5. EXHIBITOR'S LIABILITY FOR SPACE; NO RUNNING OF ENGINES** - Exhibitor is entirely responsible for the space it occupies and must not injure, mar, or deface the premises. Exhibitor must not drive nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the Building(s). Furthermore, Exhibitor must not affix to the walls or windows of the Building(s) any advertisements, signs, etc., or use adhesive type material on painted surfaces. Automobiles, trucks, and similar conveyances must have drip pan and/or protective material under them to safeguard the floor from oil stains, etc., and all landscaped areas must have a similar barrier under to safeguard the floor. Oil, propane, diesel, or gasoline engines cannot be operated. Exhibitor will reimburse Management and/or the [Portland Exposition Center](#) for any loss or damage occurring to the premises or equipment.
- 6. DELIVERY; MERCHANDISE REMOVAL** – All shipments of Exhibitor's exhibits and merchandise must be PREPAID. No exhibits, part of an exhibit, or merchandise may be removed from the Building(s) until 6:00 p.m. of the Show's closing day without a Removal Contract signed by Management.
- 7. AISLES AND DISPLAYS** - The aisles, passageways, and overhead spaces remain under the control of Management, and no signs, decorations, banners, advertising matter, or exhibits will be permitted in those areas except by written permission of Management. All exhibits and personnel must remain within the confines of their own spaces, and Exhibitor will not erect signs or display products obstructing the view, occasion injury, or adversely affect the display of any other exhibitors. No signs, partitions, apparatus, shelving, etc., may extend more than ten feet above the floor along the rear of an exhibit without prior approval of Management. No inflated balloons may be handed out or sold.
- 8. INSTALLATIONS** - Any special carpentry, wiring, electrical, or other work, steam, water, or drainage connections shall be installed at Exhibitor's expense, and in accordance with the direction and requirements of the [Portland Exposition Center](#) or Management.
- 9. ELECTRICITY** - 120 and 208 volts, 60 cps., single or 3-phase, is available in the building. Each booth is furnished with one fused 5-amp receptacle outlet of up to 600 watts capacity without charge. All electrical connections must be equipped with an Equipment Ground Conductor. For any additional electrical requirements, Exhibitor must contact the Show Electrical Contractor.
- 10. ALCOHOLIC BEVERAGES** - Exhibitors and their employees, agents, and guests must not consume any alcoholic beverages except in designated areas. Management, in its discretion, may remove Exhibitor and the exhibit from the Show without refund for violation of this restriction.
- 11. REASSIGNMENT OF SPACE; NO RESERVATION OR GUARANTEE** - Management has the right and privilege of moving Exhibitor to another location in order to conform to all City, State, and Federal laws and regulations and the general display requirements and guidelines of Management. This Contract does not reserve for, or guarantee to, Exhibitor any space, a specific area or space priority, right of first refusal, or any other manner of participation in any future show.
- 12. RIGHT TO REQUIRE REMOVAL** – On breach of this Contract by Exhibitor, Management reserves the right to require removal of all items of merchandise or service not described on the first page of this Contract, and to restrict or remove exhibits that have been falsely entered, violate this Contract, or are deemed by Management, in its sole discretion, as unsuitable or objectionable. Exhibits deemed unsuitable or objectionable must be removed if the conditions are not immediately corrected after one oral or written warning. Unsuitable and objectionable exhibits include, but are not limited to, unspecified uses, noise, public address systems, obstructed sightlines, persons, animals, birds, things, conduct, printed matter, odors, food, or anything deemed objectionable by Management, the [Portland Exposition Center](#), or the general public. The exhibits removed under this paragraph shall not receive a refund.
- 13. CANCELLATION OF CONTRACT ON BREACH OR BY EXHIBITOR** - If Exhibitor defaults or violates this Contract or any other agreement with Management, Management may cancel this Contract and other agreements with Exhibitor including any for future shows, and may refuse to enter into any agreement with Exhibitor for future shows. If Management cancels this Contract for breach by Exhibitor, or Exhibitor cancels this Contract for any reason, monies paid to Management by Exhibitor shall be retained as follows: if cancellation occurs 60 days or more before the start of the Show, Management shall retain the required deposit as noted on the first page of this Contract and return the balance to Exhibitor; if cancellation occurs within 60 days of the Show, the entire amount paid to date by Exhibitor shall be retained by Management. The retained monies shall be liquidated damages for the direct and indirect costs incurred by Management for organizing, setting up, and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal including resale of the space. **ANY CANCELLATION BY EXHIBITOR MUST BE IN WRITING.**
- 14. LIABILITY OF MANAGEMENT ON OTHER CANCELLATION** – Except as provided in paragraph 13 above, If the Show is cancelled, delayed, interrupted, or not held as scheduled for any reason, other than an act of God, Exhibitor's damages shall be limited to only a refund of the cost of the reserved space paid to Management, and Management shall not be liable for any other damages or expenses, whether direct, indirect, or consequential. Management shall not be liable for any refund, damages, or expenses if caused by an act of God or force majeure.
- 15. SECURITY FOR SPACE PAYMENTS** – Exhibitor's failure to pay as agreed shall entitle Management to take possession of and Exhibitor hereby grants Management a security interest in and lien on all merchandise, materials, and the exhibit displayed by Exhibitor and to retain the same as security for such unpaid amount. Management shall have the right to dispose of same without notice to Exhibitor in such manner as it deems appropriate in accordance with applicable law whether by sale or otherwise. Any sale proceeds shall be retained by Management in payment of expenses incurred in disposing of such property and in payment of unpaid amounts, any excess shall be distributed to Exhibitor.
- 16. WARRANTY OF NON-INFRINGEMENT** - Exhibitor warrants that no part of its exhibit or show activities will infringe the rights of any third person for patent or copyright. Exhibitor will defend Management against any claim of infringement and will pay resulting costs, damages, and attorney fees finally awarded.
- 17. INDEMNIFICATION** - Exhibitor shall protect, defend, indemnify, and hold harmless Management, the [Portland Exposition Center](#) and MERC, their officers, agents, and employees from and against any and all claims, damages, liabilities, losses, and expenses including attorney's fees ("Claims") arising out of or resulting from the exhibit and the activities of Exhibitor and the officers, contractors, licensees, agents, employees, guests, invitees, or visitors of Exhibitor, including but not limited to Claims arising out of or resulting from performance of live or recorded music or other copyrighted works with the exhibit and arising out of or resulting from disputes between exhibitors regarding violations of unfair trade practice laws or patent or copyright laws.
- 18. INSURANCE** - Exhibitor must secure and maintain liability insurance, naming Management, the [Portland Exposition Center](#), and MERC, their officers, agents, and employees as additional insurers, as will protect them from all Claims that may arise out of or result from the activities of Exhibitor. A certificate of insurance must be furnished to Management before Exhibitor occupies its space. Neither Management nor the [Portland Exposition Center](#) shall be responsible for loss or damage occurring to the exhibit or sustained by Exhibitor from any cause. Such additional insurance, if desired, must be obtained by Exhibitor.
- 19. EXHIBITOR'S CONSENT** - Exhibitor hereby consents to Management's royalty-free use of visual and audio reproduction of Exhibitor and its employees and exhibit(s) including without limitation recordings, photographs, video tapes, films, and other images or likenesses for the purpose of Management's advertisement and promotion of this and future shows. Exhibitor also agrees to allow Management to send faxes and e-mails pertaining to the Show.
- 20. DISPUTES BETWEEN EXHIBITORS** – Management shall have no responsibility for settling any dispute between exhibitors, and Exhibitor expressly releases Management from any liability for any disputes between exhibitors, including, but not limited to, an exhibitor's violations of unfair trade practice, patent, copyright, or trademark laws.
- 21. GOVERNING LAW; JURISDICTION AND VENUE** – This Contract has been made entirely within Oregon. This Contract, and all claims relating to or arising out of this Contract, or the breach thereof, whether sounding in contract, tort, or otherwise, will be governed by and construed in accordance with the applicable law of Oregon without regard to choice-of-law rules. If any action is commenced by any party to enforce this Contract, or to assert any claim relating to or arising out of this Contract, or the breach thereof, whether sounding in contract, tort, or otherwise, or otherwise with respect to the subject matter of this Contract, jurisdiction and venue will be in the federal or state courts sitting in Portland, Oregon.

CONTRACT PREPARED BY Home Builders Association of Metro Portland
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