

HBA 2023 Home & Outdoor Living Show Rules & Regulations

- 1. CONTRACT OBLIGATIONS:** All fees are paid in full before the Exhibitor can set up their booth.
- 2. EXHIBITOR ELIGIBILITY RIGHT OF REFUSAL AND/OR CANCELLATION:** The HBA of Greater Springfield (HBA) reserves the right to determine the eligibility of any exhibitor. Deposit will be returned to the applicant in the event of non-acceptance. Once accepted, the total cost of the exhibit space is due and payable in the manner described in the fee schedule. Exhibits and the conduct of exhibitors are subject to Trade Show Committee approval. Trade Show Committee reserves the right to refuse any company's application not meeting the required standards. The Trade Show Committee also has the right to curtail exhibits or parts that detract from the Show's character, including displays, literature, advertising, novelties, souvenirs, and personal conduct of exhibitors. Officers, employees, and agents involved in the management of the Home Show shall have full authority to interpret and enforce all rules and regulations governing Exhibitors. All matters and questions not explicitly addressed in the rules & regulations shall be subject to final determination by the Trade Show Committee and amended at any time by the HBA upon notice to Exhibitors. In addition, the HBA may have recourse for violating any of these rules in any manner it deems appropriate, including the expulsion or suspension from future shows.
- 3. EXHIBIT SPACE:**
 - A. Any building or remodeling company must be a member of the HBA if they wish to have booth space in the Home Show.
 - B. For each 8x10 or 10x10 booth space, the HBA shall provide green & black mix draperies and hardware (EXCEPT bulk spaces), one draped 6-foot table, two chairs, and a garbage can. Please note that you must contract all-electric services separately with the HBA. Any vendor wishing to have ALL BLACK DRAPES for their booth MUST PROVIDE THEIR OWN.
BOOTH SIGNAGE IS THE RESPONSIBILITY OF THE VENDOR.
- 4. HEIGHT RESTRICTIONS:** The height restriction for all exhibitors or portions of the 100 Hall, INCLUDING SIGN, is 16 feet. If your booth is over 16 feet, there will be an additional charge of \$300. The height restrictions for all exhibits or portions thereof located in the 200 or 300 Halls, including sign, is 8 ½ feet. Due to fire regulations, there shall be no exceptions in the 200 or 300 Halls unless previously approved by the City Fire Marshall. The 'Front Line' of exhibit booth:
 - Sidewalls of the adjoining booth may carry the background height out to within 2 feet of the 'front line'.
 - The front 2 feet of space must not have the equipment or display material over 42 inches high.
 - No part of the display may extend beyond the 'front line' of the exhibit space into the aisle.**No tolerance policy:** The Exhibitor is responsible for following these rules. If the booth display goes over the booth line or does not follow the height limitations, the Exhibitor will be required to, **Immediately Correct The Problem**. If the problem is not immediately corrected, the booth is subject to removal by the Show Committee at Exhibitor's expense.
- 5. FOOTPRINT RESTRICTIONS:** Exhibit footprint needs to be compact and contiguous.
- 6. BOOTH SPACE:** Business activity is restricted to the actual booth space only; therefore, soliciting in the aisle or other business activity can't be conducted.
- 7. MOVE IN:** A forklift is available to be used during move-in and tear down. The fee to rent the forklift is **\$72 per hour** and does not include a driver. Contact the HBA office at least one week before the Home Show if you need a driver. The Expo Center does not provide any other equipment to help with moving in or tear down.
THERE WILL BE NO CARTS AVAILABLE, so please come prepared with any equipment you need to enable you to move your product.
- 8. SIGNS:** A. All signage must look professional. Any exhibitor having signs which are, or look, amateurish and detract from the overall dignity and refinement of the Show will be asked to remove them from the booth. B. If signs extend above the back of the booth, the back of the sign must be black. The only exception shall be in the situation where the sign is in the middle of a booth or group of booth spaces. C. No hanging of Banners from the ceiling. If you want to hang a Banner, you can do so on the EXPO Lobby wall for an additional sponsorship price. Lobby Signs must be delivered to the Expo Center between **8am-11am, Monday March 20**. Delivery of the signs after 10 am on January 24 will be up to the discretion of the Show Committee if they can hang them. All signage in the 200 & 300 Halls must be hung from the pipe and drape of the booth or be freestanding. No signage may be attached to the walls of the facility. No exception shall be allowed in this sign regulation. The only exception shall be in the situation where the sign is in the middle of a booth or group of booth spaces. C. No Banners can be hung from the ceiling. If you want to hang a Banner, you can do so on the EXPO Lobby wall for an additional price. Lobby Signs must be delivered to the Expo Center no later than 10am Monday, January 25. If the signs are delivered after 10am on January 25, it will be up to the discretion of the Show Committee if they are able to be hung. All signage in the 200 & 300 Halls must be hung from the pipe and drape of the booth or be freestanding. No signage may be attached to the walls of the facility. **Absolutely no exception shall be allowed in this sign regulation.**
- 9. CHARACTER OF EXHIBITS:** Each Exhibitor agrees to display only products or services that they sell in their regular course of business. The Show purpose understood by the Exhibitor, is only for products and services pertinent to home building, improvement, decorating, furnishing, recreation, landscaping, or closely related to these fields of activity should be displayed and explained. Each exhibit must comply with the laws set by the State of Missouri and ordinances and regulations of the City of Springfield. The Show Committee reserves the right to reject any exhibit, or part thereof, which is not in keeping with the character and spirit of the event.
- 10. LICENSES/PERMITS:** Before final payment is received, all Exhibitors must have obtained all licenses required by the Ordinances of the City of Springfield for participation. HBA will charge a \$10 fee to obtain a temporary permit for any exhibitors not meeting this requirement.
- 11. SUB-LETTING SPACE:** No exhibitor shall assign, sub-let, or apportion the space or any part of the space allotted to them, nor exhibit any goods, apparatus, services, advertising, signs, etc., other than those manufactured or sold by the Exhibitor in the regular course of this business, without the written consent of the Trade Show Committee. If it is necessary to use the equipment of another manufacturer, distributor, or dealer whose equipment shall be displayed separately. In that case, no advertising of that equipment may be in evidence unless authorized by the Trade Show Committee.
- 12. UNOCCUPIED SPACE:** If the Exhibitor fails to occupy space contracted for or fails to comply in any respect with the terms of these rules and regulations, the Trade Show Committee shall have the right to re-rent such space to another applicant. The original Exhibitor is still responsible for paying the sum agreed to in the application and contract for exhibit space.
- 13. FIRE SAFETY:** The Trade Show Committee will not tolerate the use of combustible oils or gases within any exhibit. Additionally, no open flames be permitted without the prior written approval of the Fire Marshall. All electrical equipment used in conjunction with the display's installation, operation, and dismantling must be in good operating condition and able to pass the inspection of the local Fire Marshall. All booths with a closed-top roof of any kind **must** have a fire extinguisher in the booth at all times, per the Fire Marshall. Vendors are solely responsible for providing the extinguisher for their booth. Storage of excess materials in hallways is prohibited.
- 14. SELLING:** Retail selling of products or materials related to the home industry will be permitted. **Exhibitors may accept cash, check, or credit card numbers** or sign contracts or purchase orders at the show.
- 15. SOUND CONTROL:** Loudspeakers, radios, TV sets, or the operation of any machinery or equipment of high volume is not permitted. Public address systems are not allowed.
- 16. DISTRIBUTION OF LITERATURE AND SOUVENIRS:** Printed advertising, souvenirs, etc., may be distributed by exhibitors from their own space only. Any souvenir or advertising that is of an objectionable or undignified character will not be permitted. Souvenirs should not be of a noise-making variety. All such items are subject to the approval of the

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Trade Show Committee.

17. **DRAWINGS FOR FREE PRIZES:** Exhibitors may offer giveaways for promotional prizes in their booths. If you are running a contest in your exhibit, please make a note of the following rules:
 - 1) Each Exhibitor must provide their registration slips,
 - 2) You must have rules posted in the area where registration takes place
 - 3) Prizes offered **must** be given as stated in the contest offer
18. **HELIUM BALLOONS:** Per Expo Center rules and regulations, no helium balloons are allowed.
19. **EXHIBITORS LOUNGE:** Available for use by Exhibitors only and located at the East end of the Lower Lobby of the Expo Center. The HBA Show will provide snack items, coffee, and water. Deli-type items will be available for lunch each Show day. Exhibitors may also purchase meals from the concession area provided by the Expo Center.
20. **FOOD AND DRINK: No tolerance policy:** the Expo Center concession stand retains the right to sell and service all food and drink products. The **ONLY** food items that exhibitors may give away to the public are small candies, i.e., hard-wrapped candies and/or mini-size candy bars (per Expo Center rules and regulations). **Popping and/or Distributing Popcorn at your booth is strictly prohibited.** If the problem is not immediately corrected, the booth is subject to removal by the Show Committee at Exhibitor's expense.
21. **CARE OF EXHIBIT SPACE:** Each Exhibitor must keep their own space cleaned and their exhibit maintained in good order, while the Show is open to the public. Expo Center personnel shall be responsible for maintaining the aisles and public areas.
22. **VENDOR BEHAVIOR:** We ask all vendors to respect the time and priorities of their fellow vendors. Networking between vendors is allowed and encouraged; however, it should not inhibit the ability of any vendor to meet, and conduct business with, potential clients.
23. **EVENTUALITIES:** In case the exhibit hall should be destroyed by fire or the elements, or by another cause, or in case other circumstances shall make it impossible for the Show Committee to permit the contracted space to be occupied by the Exhibitor, the application and contract for exhibit space shall terminate, and the Exhibitor shall waive any claim for damages or compensation.
24. **LIABILITY:** Neither the HBA, the employees thereof, their agents or representatives; nor Springfield Expo Center, the employees thereof, their agents or representatives; nor any member of the Trade Show Committee shall be responsible for any injury, loss, or damage that may occur to the Exhibitor, or the Exhibitor's employees or property from any cause whatsoever prior, during or subsequent to the period covered by the application and contract for exhibit space; and the Exhibitor on signing the contract releases the foregoing named Association, Corporations, individuals, their agents and employees from all claims for such loss, damage, or injury.
25. **SECURITY:** The Expo Center contains a sophisticated electronic security system activated each evening after vacating the exhibit hall. Entry to the exhibit area prior to public hours shall be permitted only by a display of the Exhibitor's badge supplied to those involved with the set-up and takedown of exhibits.
26. **SET-UP OF EXHIBITS:** Hours for set up will vary depending on booth location. Set up to be scheduled with HBA staff for March 21-23.
27. **SHOW TIMES:** The Show will be open to the public 12 am-6 pm on Friday, 10 am-7 pm Saturday, and 11 am-4 pm on Sunday. VIP Event will take place Thursday evening, January 27 5:30 -7:30pm.
28. **REMOVAL OF EXHIBIT:** All exhibits must remain set up until 4 pm on Sunday. Tear-down will not begin until after 4 pm (no exceptions). If a vendor chooses to start dismantling their booth prior to 4 pm on Sunday, the Exhibitor is assessed a penalty fee of \$500. The Exhibitor must pay in full before participating in any future HBA of Greater Springfield Trade Shows. Exhibits may be removed 4 pm-7 pm on Sunday, and 7 am - 4 pm on Monday. All exhibits must be out of the exhibit hall by 4 pm on Monday following the Show. must be out of the exhibit hall by 4pm on Monday following the show.
29. **LOT ACCESS FOR TEAR DOWN:** Vendors will NOT be allowed in the EXPO loading dock area - including the lot - until their booth is torn down and ready to be loaded.
30. **BOOTH ASSIGNMENTS:** The HBA reserves the right to change or alter space assignments, floor plans and show conditions without notice and at their sole discretion for the Show's best interests.
31. **COMPLIANCE WITH LAWS:** Exhibitors shall comply with all local, city, state and federal safety, fire and health laws, ordinances and regulations, including the Policies, Rules and Regulations of the Convention Center regarding the installation, dismantling and operation of the exhibit.
32. **COPYRIGHTED WORKS:** Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc., which may be required to broadcast, perform, or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend and hold harmless the HBA and its directors, officers, employees, and agents from and against all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.
33. **AMERICANS WITH DISABILITIES ACT:** Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, regulations, and guidelines (collectively "ADA"). Exhibitor shall indemnify, defend and hold harmless the HBA and its directors, officers, employees, and agents from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision or noncompliance with any provision of the ADA.
34. **LEGAL ACTION:** Any legal action by an exhibitor against the HBA related to these rules must be brought in the Circuit Court of Greene County, Missouri. The Exhibitor's sole remedy is limited to exhibition fees paid by the Exhibitor. Indirect or consequential damages may not be sought. Should any litigation arise out of this Show, the Exhibitor shall pay all costs and reasonable attorney's fees incurred by the HBA and/or the co-sponsoring agencies if they are the prevailing party.
35. **INSURANCE AND HOLD HARMLESS AGREEMENTS:** Each Exhibitor must have Public Liability Insurance to protect against possible claims arising out of the operation of this exhibit. Fire, theft, liability, and extended coverage insurance are not provided by the HBA or Convention Center. Exhibitor may obtain such coverage at its own expense. Small and valuable exhibit materials should be packed each night and placed in a secure location. Exhibitor remains responsible for all property brought into the Show and shall bear the sole risk of loss for that property. Exhibitor shall indemnify and hold harmless the HBA and its directors, agents, and employees from any damages caused by theft or other perils normally covered by extended coverage, liability, theft, or fire policies, as well as for all claims, losses, liability, or damages for injury, death, or property damage that may arise from activities of the Exhibitor, its employees, agents, invitees, and licensees.

Exhibitor hereby represents and warrants to the HBA that the exhibitor has taken all steps reasonably necessary to ensure the sound engineering and structural integrity in its exhibit design and the proper construction and safety of the exhibit itself, as erected.
36. **AMENDMENTS:** The Trade Show Committee has full power to interpret or amend these rules. Whatever these rules do not cover, the Trade Show Committee reserves the right to make rules to cover in the Show's best interest, and the Exhibitor agrees to accept and abide by such rulings.
37. **PENALTIES:** The penalty for violation of any rule CAN result in immediate booth closure and suspension of the Exhibitor's right to be in the next year's Show.