



# 2024 Home and Garden Show

## Contract for Home Show Booth Reservation

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email address \_\_\_\_\_

Website \_\_\_\_\_

As discussed with \_\_\_\_\_

the following space has been requested: \_\_\_\_\_

2nd choice: \_\_\_\_\_ 3rd choice: \_\_\_\_\_

We understand if requested space is not available we will be notified by the show manager and every effort will be made to obtain satisfactory space.

### Specific Instructions:

### Important Dates

Home Show event: Friday, March 1st, 3:00 - 8:00 pm • Saturday, March 2nd, 9:00 am - 5:00 pm.

Setup Thursday, February 29th, 12:00 - 6:00 pm and Friday, March 1st, 7:30 am - 1:00pm.

All doors, except the assigned doors, will be locked. Everyone must use the assigned doors only.

Exhibits may not be broken down or removed before 5:00 pm Saturday, March 4th. All exhibits must be removed no later than Noon Monday, March 6th.

I, the duly authorized representative of the above named company, on behalf of said company, subscribe and agree to all the terms, conditions, authorizations and covenants contained in the Home Show Application and Contract and the Rules and Regulations. By submitting this Contract for the Home Show Booth Reservation, we agree to pay Southern Missouri Builders Association for booth reservation in accordance with the terms and conditions outlined herein, and this constitutes a valid and binding contract between SMBA and us. I have read and understand the terms and condition listed on the reverse side of this agreement.

Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

### Return Contract to:

Southern Missouri Builders Assoc.  
PO Box 290 • West Plains, MO 65775

tel: (417) 256-2422

email: smhba1@centurylink.net

For Office Use Only

### Booth Reservation Rates

- One 12'x10' booth w/table & two chairs for both days..... **\$400**..... \$ \_\_\_\_\_
- 2nd 12'x10' booth for both days..... **\$300**..... \$ \_\_\_\_\_
- Addl 12'x10' booth for both days..... **\$250**..... \$ \_\_\_\_\_
- Electricity hookup for both days..... **\$30**..... \$ \_\_\_\_\_

### Hospitality Suite Sponsorship

- Copper..... **\$100**..... \$ \_\_\_\_\_
- Silver..... **\$200**..... \$ \_\_\_\_\_
- Gold..... **\$300**..... \$ \_\_\_\_\_
- Platinum..... **\$450**..... \$ \_\_\_\_\_

SUBTOTAL..... \$ \_\_\_\_\_

Less deposits received.....-\$ \_\_\_\_\_

Late reservations (after Jan. 15)  
add..... **\$50**..... +\$ \_\_\_\_\_

### Special Discounts

- Home Show committee members receive \$100 off..... \$ \_\_\_\_\_

**TOTAL DUE** (net 30)..... \$ \_\_\_\_\_

# TERMS AND CONDITIONS FOR PUBLICATION ADVERTISING AND HOME SHOW PARTICIPATION

**Home Show Booth/Space Assignments** - Space is leased on a first come, first serve basis with space allocation being decided by SMBA with vendor input requests or mutual consent. Every effort will be made to honor vendors' wishes. Executive Director reserves the right to reassign space allocation for the benefit and betterment of the exposition. Exhibitor agrees to hold harmless the SMBA home show chairman, sponsoring organization and exhibit supplier from any liability, which may result from booth assignment or any cause.

**Booth and Equipment** - The booth space will include uniform pipe and drape back wall and booth dividers. All other furnishings, equipment, facilities will be provided by the Exhibitor at Exhibitor's expense and responsibility. Each vendor is responsible for the safe set-up of the booth and ensuring any booth display items or hardware does not extend beyond the rented booth space. Each booth is 10 ft deep by 12 foot wide (10'x12'). No exhibited items or booth display hardware may rise higher than 4 feet (4') or block the view of an adjoining booth. The Home Show Chairman shall make any determination of violation and require the exhibitor to move to an alternate booth location or eject the Exhibitor from the show. If a suitable alternate location can not be agreed upon then no refund of booth space rental will be given. Storing of inventory outside of the booth will not be allowed. All empty crates and boxes may be stored under tables within your booth. Fire rules prohibit storage of boxes, crates, or product outside the defined booth area.

**Use of Booths** - All demonstrations and exhibits must be contained within the contracted booth spaces unless involved in a total convention program or demonstration, which has been cleared by home show chairman and is conducted in an authorized area. No exhibitor shall assign, sub-let or share the whole or any part of the booth space allotted without the express written permission of the SMBA home show chairman. If a vendor utilizes a vacant space or encroaches upon any used space, they will be billed for the additional space used. All aisle solicitation is absolutely forbidden. Booth attendants must confine their activities within the Exhibitor's booth. Distribution of printed matter shall be restricted to the Exhibitor's booth and must be distributed in a manner that will not interfere with other Exhibitors.

**Installation and Removal of Exhibits** - Each Exhibitor installs and removes his exhibit at his own expense. All exhibits must be completely set up and show ready by **1:00 pm Friday, March 1st**. Exhibits may not be broken down or removed before **5:00 pm Saturday March 2nd**.

**Return of Booth Space** - The Exhibitor will vacate the booth space not later than **NOON, Monday, March 4th** to the West Plains Civic Center in the same condition as when first occupied, normal wear and tear accepted. The Exhibitor shall reimburse SMBA for any stains, etchings, acid or other burns, adhesive residue or other damage or debris caused or left by the exhibitor or its representatives.

**Liabilities** - The Exhibitor is liable for any damage to West Plains Civic Center property or exhibits. The Exhibitor agrees to make no claims for any reason whatsoever, including negligence and/or omissions, against SMBA, the West Plains Civic Center, and their representatives or agents for: loss, theft, damage, or destruction of goods; injury to himself by virtue of failure to provide space or removal of exhibition as scheduled, or for any cause that may render exhibit area unusable. Acceptance of an Exhibit/Exhibitor by SMBA in no way endorses the Exhibit/Exhibitor's techniques, materials or conclusions. In view of the foregoing, it is suggested that the exhibitor obtains appropriate insurance for loss or damage to exhibit material.

**Cancellations** - In the event of booth cancellation by the Exhibitor at any time, the Home Show chairman shall have the right to lease the space to anyone else without obligation to return the monies already paid. Any balance due for the rental booth space is to be paid no later than **February 19, 2024**. **No refunds will be issued after February 20, 2023**. An invoice will be sent for booth reservation. Payment must be received 30 days after the invoice date. Any booth reservation and/or invoice paid after **February 19, 2024** will be charged a \$50 late registration/payment fee. Cancellations must be received in writing prior to the space closing date.

**Cancelled Convention or Exhibit** - SMBA, its agents, or employees will not be liable if the Home Show is not held as scheduled due to fire, act of God, weather, terrorism, public enemy, labor strike, epidemic, or any law or regulation of Public Authority, which makes it impossible or impractical to hold the Exhibition.

**Licenses and Permits** - The exhibitor, at its own expense, will obtain all licenses, permits and approvals required and pay all taxes, including, but not limited to sales tax, which accrue to it during the Home Show. The Home Show Committee will make available Department of Revenue information to any exhibitor.

**Exhibitor Badges** - Two home show passes will be given for each booth so vendors can bring as many of their employees or agents as deemed necessary. Vendor badges allow full access to the Home Show; however, in no case can a vendor hire or otherwise give a Home Show badge or pass to an any person that would otherwise need to pay admission fee to attend. If an abuse is identified then Vendor will be notified and held responsible for payment of that person's admission fee.

**Admissions** - The Home Show Chairman will have sole authority over all admissions. All persons visiting the exhibit area will be admitted according to the rules and regulations of the exhibits as issued or amended by the authorized representative of SMBA. Solicitation - Solicitation or advertising not approved by SMBA, by an exhibitor or any representatives of an exhibitor's organization on the West Plains Civic Center premises outside the exhibitor's booth or display area is prohibited.

**Dispute and Resolution** - The decision or opinion of SMBA in the interpretation of this contract shall be final and binding on the Exhibitor. Parties are prohibited from initiating legal action against the other for the purpose of enforcement of this contract. Resolution steps shall be as follows: 1) Both parties shall employ their best effort to resolve any dispute. 2) If dispute cannot be resolved, mediation or standard alternative dispute resolution according to the prevailing laws of the State of Missouri shall be employed. 3) If all other efforts fail, both parties agree to submit to binding arbitration with the costs equally split by both parties.

**Severability** - The enforceability, validity, or legality or any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal. By signing the Home Show contract, the exhibitor hereby accepts booth space reservation and participation policies for the SMBA's 2024 Home Show and agrees to be bound and abide by all of the terms and conditions therein. This agreement shall be governed by the laws of the state of Missouri.