



2017 Carbon County Home, Business & Outdoor Expo

"Two Shows - One Location"

Split Rock Resort, Lake Harmony, PA 18624

Sat. March 11, 2017 - Sun. March 12, 2017 HOURS: 10 AM to 5 PM

Exhibitor Agreement - Rules & Regulations

Display Regulations:

1. Exhibitors shall have at least one attendant at their booth at all times while the Carbon County Home Business & Outdoor Expo (herein referred to as "Show") is open to the public.
2. Loud sound displays and/or flashing light displays are not permitted.
3. Where Applicable; rear booth partition drapes are 8' high. Aerial displays must be safely anchored within the exhibit booth. The Show does not permit any part of, or item within the exhibitor's booth to exceed 12' in height, without prior written approval from *Carbon Builders Association* (herein referred to as "Show Management"). Displays over 8' in height must be masked where the display is visible over a neighboring exhibitor's booth. Displays must be confined to actual rented space, with no elements extending into the aisle.
4. Displays cannot block neighboring booths. Display elements over 3' high must be set back 3' from the aisle. Raw plywood, cardboard, or other structural material must be painted or appropriately covered if visible from another booth.
5. Exhibitors shall use care not to deface floors, walls, or columns of Split Rock Resort (herein referred to as "Venue"), including the booth equipment provided and/or rented for the Show. DO NOT hang items from the drapery or drapery frames or from walls. Exhibitors will be liable for such damage resulting from acts of these types.
6. Exhibitors shall use care not to disrupt the flow of traffic in front of booths. Demonstrations that tend to attract large gatherings in the aisles in front of booths are prohibited.
7. Exhibitors shall not sell food or beverages. Exhibitors are responsible for the cleaning and maintenance of their booth, must keep the booth fully assembled, and in presentable condition at all times during the Show.
8. All displays shall conform to the Show & local Fire Marshall's inspection requirements. Display materials shall be nonflammable or flame retardant. The use or dispensing of any alcoholic beverage from any booth is prohibited.
9. Highly flammable or potentially explosive materials, such as *propane and helium*, are prohibited inside the exhibit hall.
10. Exhibitors shall not assign or sublet any part of their assigned space; nor may two or more unrelated companies share a single space or combine their reservations unless prior approval is gotten from the Show.
11. Cash & carry sales may be conducted from an Exhibitor's booth only if *the exhibitor has proper permits and licenses*. The Exhibitor is responsible for reporting and paying all sales taxes (where applicable) and obtaining any licenses that may be necessary to sell products during The Show. Contracts may be signed and deposits accepted.

B. Unethical Practices:

1. Samples, catalogues, pamphlets, publications, and any other promotional material may be distributed by an Exhibitor.
2. No soliciting for business by an Exhibitor or his/her representative(s) is permitted at the booth(s) of other Exhibitors, or in the aisle. Exhibitors must remain within their contracted booth space.
3. Unethical or inappropriate conduct, or infractions of these Guidelines and Regulations by an Exhibitor or by an Exhibitor's representative(s), may result in dismissal from Show. Show management reserves the right to stop or if necessary, remove from the Show an Exhibitor, or their representative(s) performing an act or practice that, in the opinion of Show Management, is objectionable or detracts from the dignity of the show. In such an event, it is specifically understood by the Exhibitor that no refund will be made, and that no demand for redress will be honored from the Exhibitor, the Exhibitor's representative, or any agent for the Exhibitor.

C. Security:

1. Exhibitors are urged to remove valuable property from the premises during non-exhibit hours of the Show. The Show and Venue are not responsible for lost or stolen property. Exhibitors shall use the designated exhibitor parking area/lot during exhibit hours.

D. Liability:

1. Exhibitors are liable for any damage to the Venue's floors, carpet, walls, doors, or columns; to standard booth equipment rented or provided; and to the property of other Exhibitors that they may damage.
2. Exhibitors are responsible for their own insurance to cover all contingencies including, but not limited to, fire, theft, property damage, public and private liabilities, and worker's compensation.
3. The Show, Show Management and Venue will not be responsible and does not guarantee against loss, damage, or injury that may occur to the Exhibitor; the Exhibitor's employees, representatives or agents; or any property related thereto; from-any cause whatsoever prior, during, or subsequent to the Show. The Exhibitor expressly releases the Show, Show

Management and Venue, and agrees to indemnify the same against all claims for such loss, damage, or injury. If any action by the Exhibitor before, during, or after the Show causes legal action against the Show, Show Management or Venue, the Exhibitor will be solely responsible for all resulting legal costs.

E. Insurance:

1. A **Certificate of Insurance** naming the, *Carbon Builders Association, dba/ Carbon County Home, Business & Outdoor Expo, & Split Rock Resort* as an additional insured is required of all exhibitors no later than March 1, 2017.

F. Set Up/Tear Down:

1. **Exhibit times are Saturday, March 11, 2017 from 10:00 a.m. to 5:00 p.m. and Sunday, March 12, 2017 from 10:00 a.m. to 5:00 p.m.**
2. **Installation and Booth Set up will be Friday, March 10, 2017 from 12:00 p.m. to 8:00 p.m.** If Exhibitor fails to occupy space assigned for the Show by 8:00 p.m. on **Friday, March 2017;** or fails to comply in any other respect with the terms set forth for the Show; the Show reserves the right to use such space in any manner whatsoever; without releasing the Exhibitor from the financial obligation agreed upon when the Exhibitor's reservation was accepted, from infraction of these Guidelines and Regulations, or from any other financial obligations incurred through the Exhibitor's anticipated occupancy in the Show.
3. **Dismantle and Tear Down** begins at 5:00 p.m. on **Sunday, March 12, 2017;** and must be completed prior to 9:00 p.m. Exhibitors shall keep their displays and products fully assembled until the end of the show. **Do Not Pack Up Early!** Exhibitors who pack up early will be charged a \$100 fee.
4. If an Exhibitor fails to remove any item from the exhibit hall by (9 p.m) on, Sunday, March 12, 2017, the Show in its sole discretion will remove the item. The Show, Show Management or the Venue is not responsible for any loss or damage that may occur to any item during this process. **It is the Exhibitors responsibility to reimburse Show Management a removal fee of \$250 plus any cost associated with the removal and/or storage of the item, prior to Show Management releasing the item to the Exhibitor.**

G. VEHICLES and Large Equipment

To protect the carpet of the Split Rock Resort all vehicles, heavy equipment and forklifts must be pre-approved before the event. Vehicles and large equipment cannot be placed in Hall A without supervision of Show and Split Rock Resort Staff member. Proof of insurance to cover damages must be provided by the exhibitor. All displays must adhere to all local and state laws. All large displays exceeding standard door widths must be brought in through the loading dock entrance.

H. Indemnification

Exhibitor shall on a current basis indemnify, defend, and hold Show and Venue, harmless from any and all claim demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees or expenses which result from or arise out of or in connection with (a) Exhibitor participation or presence at the event (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract.

I. OTHER:

1. All matters and questions not covered by these regulations are subject to the decision of the Show and Show Management. Show Management may amend these rules and regulations at any time and all amendments that may be made shall be equally binding upon publication on all parties affected by them as the original regulations.
2. The decision of Show Management is final in any disagreement between Exhibitors.
3. Show Management reserves the right to modify the floor plan at any time and alter locations of exhibitors or booths or show activities, without notice, to present a more successful show if deemed in the best interest of the show.
4. In the event that the Show shall be partly or totally destroyed by fire, terrorism, or the elements, or by any other cause, or in case any other circumstances shall make it impractical for the Show Management to permit the contracted space to be occupied by an Exhibitor, then this agreement shall terminate, and the Exhibitor shall waive any claim for damages or compensation except the prorated return of the amount for space rental.

Carbon Builders Association
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