



2020 Home Building & Remodeling Expo
Exhibitor Application and Space/Display Lease Agreement
 for February 20 – 23, 2020 (Move in days, 20 & 21. Show days 22 & 23)

For the purpose of entering into a Space/Display Lease for the event generally referred to as the "Home Builders Association of Lane County's Home Building & Remodeling Expo" scheduled to be held on February 20th through February 23rd, 2020 ("Event") at the Willamalane Center located at 250 S. 32nd Street, Springfield, OR 97478 ("Facility"), the undersigned Applicant hereby submits the following information and requests the Home Builders Association of Lane County, an Oregon non-profit corporation ("HBA"), reserve a space in for Applicant's use in the area of exhibition at the Event on the Terms and Conditions set forth below. Applicant acknowledges this Application is **not** a binding agreement ("Agreement") until signed by an authorized officer of the HBA or as otherwise provided by the Terms and Conditions.

Applicant Name and Contact: Legal Name: Address (line 1): Address (line 2): City, State, Zip: Email: Phone:		Exact Display Name (for Promotional Purposes): Legal Name: Address (line 1): Address (line 2): City, State, Zip: Email: Phone:	
Space Area(s) Requested:			
Space Rent	Total Additional Charges	Non-Refundable Deposit Now Due \$150	Unpaid Balance
Application will exhibit the following (be specific-include additional page if desired):			
Power requirements: 500 Watts of power will be provided to each Exhibitor. For additional electrical use requirements, please indicate below. Charges are listed and will be added to the Contract Total. Quantity may be limited and is not guaranteed.			
\$ _____ multiplied by _____ (Quantity) For 110V (500 Watt Outlet)		\$ _____ multiplied by _____ (Quantity) For 220V (Amp Breaker)	
Other Additional Charges. If helium balloons are permitted by the Facility Owner, the HBA will assess an Additional Charge (not to exceed \$100) for exhibitors who desire to use helium balloons in conjunction with Exhibitor's display for increased clean up expenses.			
The undersigned Applicant hereby agrees to be bound by the Terms and Conditions and pay all Space Rent and Additional Charges for rental and use of the Space (the final amount due may be adjusted as provided by the Terms and Conditions). THIS APPLICATION IS NOT A BINDING AGREEMENT UNTIL ACCEPTED BY THE HBA, SOLELY IN THE MANNER PROVIDED IN THE TERMS AND CONDITIONS. The HBA may reject any and all Applications or condition acceptance of the Application upon agreement to additional terms and conditions as HBA deems appropriate. The Deposit Now Due must be tendered with this Application and will be returned or credited if HBA rejects the Application.			
Payment and Application Delivery Information: Applicant shall tender the fully completed Application and Deposit Now Due to Home Builders Association of Lane County at 1065 River Road, Eugene OR 97404. Applications may be transmitted to admin@hbalanecounty.org , however, the HBA may not consider the Application until the Deposit Now Due is received. Tender of this Application and payment (including submission of credit card information) constitutes Applicant's agreement to pay the sums due under this Agreement, including the Initial Deposit upon receipt, together with the Unpaid Balance by February 1, 2020 as further provided by the Terms and Conditions below.			
Payment Instructions. By Check: Please make check payable to Home Builders Association of Lane County and return it with your application to 1065 River Road, Eugene OR 97404.		By VISA or MC: For your security, please call the HBA office 541-484-5352 with your credit card information or let us know the best time to contact you	
Applicant's Authorized Signature:			
By: (Print signor's name and position):		Application Date:	

TERMS AND CONDITIONS

1. **Event and Defined Terms** –The Event is owned, produced, and managed by the HBA. The capitalized terms defined in the Application have the same meaning in these Terms and Conditions. As used herein, the following terms have the following meanings: “HBA Parties” mean the HBA and its officers, directors, agents, affiliates, subsidiaries, representatives, employees and assigns. “Exhibitor” means the company or person that has applied for exhibit space rental Applicant once the Application is accepted by the HBA as provided herein. “Exhibitor Parties” shall mean the Exhibitor and its officers, directors, shareholders, members, managers, partners, parent company, subsidiary, employees, contractors, agents, representatives and invitees. The term “days” refers to calendar days unless specified otherwise. “Space Rent” means the base rent for the space rented. “Additional Charges” means all charges not included in Space Rent that are or may be imposed under this Agreement. “Facility Owner” is the Willamalane Park and Recreation District.

2. **Contract Acceptance** - This Agreement shall become binding and effective only when the Application of Exhibitor has been accepted by the HBA. Acceptance of the Application is limited to the HBA’s authorized signature on this agreement or the HBA’s formal confirmation of assigned space and the receipt of all Space Rent and Additional Charges outlined in the Space Application. Any amendment to this Agreement must be in writing and signed by an authorized representative of HBA.

3. **Qualifications of Exhibitor** – HBA, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who supply products and services to the home building and remodeling industries, although the HBA reserves the right to include other complimentary exhibitors and vendors that, in HBA’s sole discretion, are deemed to contribute to the success of the Event. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. HBA reserves the right to restrict or remove any exhibit, which HBA, in its sole discretion, believes is objectionable or inappropriate. The HBA does not offer exclusives on any product or service at any event it produces. The HBA may, at its discretion, limit the number of exhibitors in any class of product or service.

4. **Assignment of Space** – Exhibit space shall be assigned to Exhibitor by HBA, in its sole discretion, for the Event and event dates only. Any such assignment does not imply that similar space will be assigned for future Events. HBA reserves the right to change the floor plan or to move Exhibitor to another booth location prior to or during the Event if HBA in its sole discretion determines that to do so is in the best interest of the Event.

5. **Deposit & Payment** - All Rent, Additional Charges and any other sums under this Agreement, shall be due as follows:

Initial Deposit of \$150 per exhibit due with this application
All Space Rent Balances and Additional Charges due by February 1, 2020

All Rent and Additional Charges (Unpaid Balance) is due February 1, 2020. Any Additional Charges incurred or other sums arising under this Agreement after the date of Exhibitor’s Application shall be due on February 1, 2020, or if incurred on or after that date, upon invoice by the HBA. Any outstanding balance that is past due for more than thirty (30) days shall be subject to a finance charge of 1.5% per month. The Rent or Additional Charges may be adjusted if Space rented by Exhibitor changes. Except as provided to the contrary in this Agreement all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment.

6. **HBA Exhibitor Packet** - HBA will send an Exhibitor Information Packet to the designated Exhibitor representative at least two weeks prior to the first Day of the Event. The packet will include information integral to participation at the Event, including but not limited to additional exhibitor rules and regulations, exhibitor display rules, and move-in move-out schedules. It is the Exhibitor’s responsibility to provide an accurate mailing address/email address to which the exhibitor packet is mailed.

7. **Use of Space** - The space contracted for is to be used solely for the Exhibitor whose name appears on the Agreement and it is agreed the Exhibitor will not sublet nor assign any portion of same without the written consent of HBA. Exhibitor agrees to exhibit only products or services, which it manufactures, represents, or distributes. All exhibits shall display products or services in a tasteful manner.

8. **Exhibit Space Occupancy** - Hours and dates for installing, occupying and dismantling exhibits shall be those specified by HBA in the Exhibitor Packet. If Exhibitor fails to install its display in its assigned space by end of the exhibitor move-in time or leaves its space unattended during the Exhibit hours, the HBA shall have the right to take possession of the space and no refund will be due to the Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not commence dismantling any display until Event is officially closed by HBA. For exhibits not removed by the end of the move-out time, the HBA may remove and place same in a warehouse, subject to the Exhibitor’s disposition, and/or ship to Exhibitor via common carrier, with all costs as Additional Charges to follow at no liability to HBA. All exhibits must remain intact until the Event is officially closed.

9. **Boundaries of Exhibition** – Exhibitor’s distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. The aisles, passageways and overhead spaces remain strictly under the control of HBA and Facility Owner, and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of HBA. Uniformed attendants, models and other employees must remain within the booths occupied by Exhibitor. Any and all advertising distribution must be made from Exhibitor’s booth space. Strolling entertainment or moving advertisements outside of an Exhibitor’s exhibit space is prohibited. Audio or visual displays shall not unreasonably interfere with other Exhibits.

10. Observance of Laws, Rules and Regulations – Exhibitor and Exhibitor Parties shall abide by and observe all federal, state, and local laws, codes, ordinances, rules and regulations of the Facility (including any concerning labor work standards), and such other rules set out or incorporated by reference in the HBA Exhibitor Packet. Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act. Exhibitor shall comply with the directions, if any, of the Facility Owner that pertain to the use of the Facility. Exhibitor shall not permit any hazardous materials (including without limitation petroleum oil and derivative products) to be spilled, leaked or otherwise released at the Facility. HBA may adopt additional rules upon reasonable notice to the Exhibitor.

11. Taxes and Licenses – Exhibitor is solely responsible for obtaining any licenses, permits or approvals required by law. Exhibitor is solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the written permission of HBA.

12. Copyrighted Materials – Exhibitor shall not play or allow playing, performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees, etc.

13. Care of the Exhibit Facility - Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor, Exhibitor Parties or other persons for whom Exhibitor is responsible.

14. General Conduct at Facility – HBA has sole control over attendance policies. Exhibitor shall insure that all Exhibitor Parties and their invitees conduct themselves at all times in accordance with normal standards of decorum and good taste. Any use reasonably offensive to users of the Facility or that would tend to create a nuisance or damage the reputation of the HBA or Facility Owner is prohibited. HBA or Facility Owner reserves the right to exclude any Exhibitor Parties or refuse to consider Exhibitor for participation in future Events for any reason.

15. Authority of HBA or Facility Owner – Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Agreement shall be subject to determination by the HBA or Facility Owner in its sole discretion. Exhibitor agrees and consents to the unfettered right of both the HBA and Facility Owner to enter the Exhibit space. Exhibitor and Exhibitor Parties shall comply with the directions of the HBA and Facility Owner.

16. Cancellation by Exhibitor – If Exhibitor desires to cancel this agreement; Exhibitor may only do so by giving notice thereof in writing sent to HBA with evidence of receipt. In such case, Exhibitor will be liable for 50% of the total Space Rent and Additional Charges unless HBA receives the written notice of cancellation no later than 30 days prior to the opening date of the Event. Exhibitors canceling within 30 days of the opening date of the Event are 100% liable for the total Space Rent and Additional Charges. Because these dates are related to the Event date and not to the date of this Agreement, these dates shall apply regardless of the date on which this Agreement is executed. The amount of the Space Rent and Additional Charges is to be the liquidated and agreed upon damages for the injuries HBA will suffer as a result of Exhibitor's cancellation and not a penalty in light of the uncertainty of the damages the HBA will suffer due to the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it. HBA reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the original space and purchase of a new booth space. An Exhibitor may be required to move to a new location if it requests downsizing of space.

17. Cancellation by HBA - If Exhibitor fails to make a payment required by this Agreement in a timely manner, HBA may terminate this Agreement and Exhibitor's permission to participate in the Event, without further notice and without obligation to refund monies previously paid. HBA reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payments due to HBA. HBA is expressly authorized to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability herein. HBA may also terminate this Agreement effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on HBA's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If HBA removes or restricts an exhibit that HBA considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

18. Cancellation of Event – If HBA cancels the Event due to circumstances beyond the control of HBA (such as, but not limited to, acts of God, acts of war, governmental emergency, labor strike, or unavailability of the Exhibit Facility), HBA shall at its discretion, either (a). refund to each Exhibitor its exhibit space Rent and Additional Charges previously paid or (b). reschedule, relocate or rename the Event so long as a substantially similar event is produced within thirty (30) days (earlier or later) of the original scheduled dates and is not more than twenty-five miles of the original Event location, in full satisfaction of all liabilities of HBA to Exhibitor. If HBA changes the name of the Event, re-locates the Event to another event facility, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but HBA shall assign to Exhibitor, in lieu of original space, such other space as HBA deems appropriate and Exhibitor agrees to use such space as under the terms of this Agreement. If HBA elects to cancel the Event other than for a reason previously described in this paragraph, HBA shall refund to each Exhibitor its entire exhibit space Rent and Additional Charges previously paid, in full satisfaction of all liabilities of HBA to Exhibitor.

19. Listings & Promotional Materials – By submitting its Application, upon acceptance by the HBA, Exhibitor grants to HBA an irrevocable, fully-paid, perpetual nonexclusive license to use, display, and reproduce the name, trade names and product names of the Exhibitor in any directory (print, electronic, or other media) listing the exhibiting companies at the Event and to use such names in HBA promotional materials. HBA may also take photographs of Exhibitor's booth space, exhibit, and personnel during, before or after the

open hours of the Event and use such photographs for any HBA promotional purpose. This provision will survive the cancellation of this Agreement.

20. Insurance - Exhibitor shall, at its own expense, secure and maintain through the term of this agreement, including move-in and move-out days, the following insurance: A) Workers' Compensation insurance; B) Comprehensive General Liability ("CGL") insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products, or liquor liability (if applicable); and C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage's for owned, non-owned, and hired vehicles, including loading and unloading operators. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. The HBA Parties shall be additional-named insureds on Exhibitor's CGL and Auto policies. If requested, a Certificate of Insurance satisfactory to HBA, shall be furnished to HBA thirty (30) days before the first Day of the Event. Certificates of Insurance shall provide that they may not be cancelled without 30 days prior advance written notice to HBA.

21. Assumption of Risks; Releases - Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation to all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of the Exhibitor, whether caused by any negligent or intentional act or omission, 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), including any subrogation claims by its insurer. Neither HBA nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to the Exhibitor, regardless of whether the property is signed for by HBA. Neither HBA nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, theft, damages and liabilities described in this paragraph.

22. Indemnification - Exhibitor shall, to the fullest extent permitted by law, indemnify, defend (with legal counsel satisfactory to HBA), and hold the HBA Parties and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or related to (a) Exhibitor Parties' participation or presence at the Event, (b) any breach by Exhibitor or any agreements, covenants, promises or other obligations under this Agreement, (c) any matter or persons for which Exhibitor is otherwise responsible under the terms of this Agreement, (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right, (e) any libel, slander, defamation or similar claims resulting from the actions of the Exhibitor Parties, (f) harm or injury (including death) to Exhibitor Parties, and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by any negligent or intentional act or omission, accident, act of God, theft, mysterious disappearance or otherwise.

23. Limitation of Liability - Under no circumstances shall any HBA Parties, or the Event Facility, be liable for any lost employee time, revenue, profits or any incidental, special, indirect, punitive or consequential damages whatsoever, for any acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall HBA's maximum liability under any circumstance exceed the amount actually paid to HBA by the exhibitor for exhibit space rental pursuant to this Agreement. HBA makes no representations or warranties, express or implied, regarding number of persons who will attend the Event or regarding any other matters. This provision will survive the cancellation of this Agreement.

24. Enforcement - Without limiting any claims, rights or remedies, the HBA reserves the right and unfettered discretion to remove or exclude Exhibitor or any Exhibitor Parties who breaches the peace or otherwise violates this Agreement or any law, code, rule or regulation incorporated by reference.

25. Governing Law - This Agreement is governed by the laws of the State of Oregon as applied to agreements entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Oregon shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this Agreement or the breach of any provision of this Agreement. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Lane County, Oregon. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

By its signature below, the HBA accepts Exhibitor's Application and hereby assigns space(s) _____, subject to the Terms and Conditions above.

Home Builders Association of Lane County, an Oregon non-profit corporation ("HBA")

Signature: _____

By: Ed McMahon, Executive Vice President, Home Builders Association of Lane County

Date: _____