



# License Terms & Conditions

Home Improvement & Remodeling Expo March 1-3, 2019

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**1. HBA MEMBERS:** You MUST remain a current member from the date you select and purchase your booth space, until the end of the show. Failure to do so WILL result in your being charged non member pricing, and will be paid for in full prior to the event.

**2. PAYMENT OF SPACE:** Booths, Extra Items, and Sponsorships must be paid in full prior to reserving your space(s). If you need any additional items during set up, you must pay for them prior to the first day of the show. Any fees not paid within the terms set under such financial arrangements shall be subject to payment in full of said fees plus any additional finance charges, late fees, collection fees, attorneys fees, and other applicable charges incurred in connection with the collection of any account deemed delinquent.

**3. FOOD DISTRIBUTION: PROHIBITED During the show!** No food or beverage items are allowed to be sold/distributed inside or outside of Two Rivers Convention Center during all days of the event. If you want to have candy at your booth, it MUST remain in it's package and may only be bite-sized. Concessions will be available for sale by Two Rivers Convention Center during the days the show is open to the public. NO outside food can be brought in during the show!

**4. SELLING OF PRODUCTS** Cash and carry selling is permitted. Orders may be taken for merchandise or service to be delivered at a future date. All sales taxes are the obligation of the booth vendor.

**5. CARE OF BUILDING AND EXHIBITS:** Exhibitor will be responsible for any damage done to the building by them, their agents, or employees. All property destroyed or damaged by Exhibitor must be returned to its original condition by the Exhibitor at the Exhibitor's expense. Walls, woodwork, or dividing partitions, and the floor of the building must not be defaced or altered in any manner whatsoever. Tacking, taping or nailing signs, banners, etc., to any permanent walls, woodwork, curtains, or beyond the limits of any background, is prohibited. No nails or bracing wires used in erecting displays may be attached to the building. Exhibitors will be required to keep their booth displays neat and orderly, with due regard to the safety of the public throughout the show.

**6. HELIUM BALLOONS:** Helium tanks MUST be properly secured. Two Rivers does NOT allow helium filled balloons to be handed out to the public. All balloons must be secured within your booth(s). **Unattended balloons will result in a fine.**

**7. THIS IS NOT A LEASE.** Licensed Exhibitor is granted a revocable license to use the exhibit space strictly in accordance with the following provisions. This license may be terminated without notice for any violations of this agreement. Neither Management nor the HBA will be liable for any loss resulting from termination.

**8. CHANGES:** The HBA reserves the right to change these terms, rules and regulations. Changes will be in writing and will be binding on all parties.

**9. ADDITIONAL RULES AND REGULATIONS:** Exhibition space is owned by Two Rivers, which may make and enforce its own rules for Exhibitor. It's rules will supersede HBA rules and will be binding on Exhibitor.

**10. ARRANGEMENT OF SPACE:** Exhibitor shall arrange its displays so as not to obstruct the general view or conceal other exhibits or exit signs. Expo Management will inspect exhibits before and during the show. Management's determination will be binding. \*See also item #20 Liability.

**11. SIGNS:** No special signs, apparatus, etc, will be permitted to extend more than 15' above the floor, and no interference with light or space of the other Exhibitors will be allowed. No signs or banners are to be placed outside of the exhibit space assigned to each Exhibitor. Signs may not be hung from ceilings or beams unless approved by HBA staff and Two Rivers Staff. Only use S hooks or zip ties to hang signs from pipe and drape. Do NOT pin or tape to the drape!

**12. REFUNDS:** No refunds will be made if space engaged is not used, or is used only part of the time. No refunds will be made for cancellations after January 15. If the HBA is notified in writing on or before January 15, 2016, refunds can be given @ 50% of total exhibit cost.

**13. UNOCCUPIED SPACE:** If the Exhibitor fails to occupy the contracted space, or fails to comply in any other respect with the terms of this agreement, the HBA shall have the right to use such space in any manner without releasing Exhibitor from paying the sum agreed upon in this contract.

- 14. SUB-LETTING SPACE:** No exhibitor shall assign, sublet, trade or apportion the whole or any part of the space allotted to that Exhibitor, nor exhibit therein any goods, apparatus, services, advertising signs, etc., other than those manufactured or sold by the exhibitor in the regular course of business, without the prior written consent of the HBA.
- 15. LITERATURE, SOUVENIRS, DRAWINGS AND CONTESTS:** Printed advertising, souvenirs, etc., may be distributed by exhibitors from the booth space only. Any souvenir that is of an objectionable character in the opinion of Expo Management will not be permitted. All such souvenirs are subject to the approval of Show Management. Vendors are not allowed to distribute promotional materials or products outside their booth space or around public areas in Convention Hall.
- 16. SOUND CONTROL:** Loudspeakers, radios, television sets, or the operation of any machinery or equipment which is of sufficient volume to be annoying to neighboring Exhibitors will not be permitted. Public address systems used to attract the attention of people passing in front of your booth will not be permitted .
- 17. FIRE AND SAFETY PRECAUTIONS:** All materials in the exhibit areas must be non-flammable and conform to Grand Junction Fire Department regulations. No combustible decorations should be used at any time. All packing containers, excelsior and wrapping papers are to be removed from the floor and must not be stored under the tables and behind the displays. **ABSOLUTELY NO USE OF PROPANE OR BUTANE WILL BE PERMITTED AS FUEL OR HEAT SOURCE** unless prior approved. All 10 foot fire aisles shall be kept completely clear. No displays will be permitted to extend into these aisles.
- 18. SECURITY:** The exhibit hall provides security during set up/tear down. The HBA will provide security for the vendors with outside booths after public hours, from Thursday thru Saturday evening. Neither the HBA, nor its agents will be responsible for any personal injury to the Exhibitor or its agents, employees or guests, or for the safety of the exhibits against theft, or for damage by fire, accidents or other causes. The Exhibitor assumes all risk and is urged to take all such steps, measures, and precautions as necessary to protect itself, its agents, representatives, employees and guests, as well as exhibits, displays and property, against all possible injury, damage, loss and destruction at the show and during set up and tear down.
- 19. RELOCATION OF EXHIBITS:** Management reserves the right to alter the location of the Exhibitors or booths as shown on the official floor plan, if deemed in the best interest of the exposition. Management shall have further right to prohibit, restrict, bar, prevent, and remove any exhibit or proposed exhibit, or any part or portion thereof, which in the judgment of Management is unsuitable or inappropriate for the exhibition or purposes of exhibition; and such right shall extend, but shall not be limited to all equipment, materials, displays, installation, and other items or things constituting part of or used in connection with any such exhibit.
- 20. LIABILITY:** The Expo Management and the HBA cannot guarantee Exhibitors against loss or damage of any kind. Space is leased with the understanding that the Exhibitors will hold the HBA from any or all liabilities from any cause. The HBA and Expo Management shall not be responsible for any loss, damage, or injury that may occur to the Exhibitors, their employees or property from any cause whatsoever prior, during or subsequent to the period covered by the exhibit contract and the Exhibitor, on signing the contract, expressly releases the Expo Management, HBA and Two Rivers and agrees to indemnify same against any and all claims for such loss, damage or injury. The HBA tries to prevent competing companies from being close in proximity. There is no way to eliminate this completely/guarantee it won't happen. Vendors are unable to collect damages/loss of sales from the HBA/Two Rivers Convention Center, etc.
- 21. INTERPRETATION AND ENFORCEMENT:** All interpretations and enforcement of or under this agreement shall be made by Expo Management or the HBA, and shall be final and binding. Expo Management and the HBA shall not be liable to Exhibitor or any other party for any loss claimed or resulting from any such interpretation or enforcement.
- 22. CANVASSING BY NON-EXHIBITORS IS PROHIBITED:** The show is limited to registered attendees for the Expo, as well as registered representatives of the business firms, manufacturers, professional organizations, and dealers who have contracted and paid for space assignments. **If you notice this taking place, inform HBA staff/Two Rivers staff/Security and we will ask the individual to leave the premises. If they do not leave, the police will be called to escort them off the property.**
- 23. VIOLATIONS:** Violation of any term, rule or regulations, or refusal to comply with any interpretation or endorsement by Expo Management or the HBA shall entitle Expo Management to revoke this exhibition license and cause the removal of this exhibit from the center without refund. If a dispute arises, Exhibitor shall be liable for all costs of enforcing this agreement, including all attorney fees incurred by Expo Management or the HBA whether or not suit is brought.
- 24. EVENTUALITIES:** In case the show is canceled, does not open in a timely manner, must prematurely close, or booth space should become unavailable due to fire, weather, structural concerns or any other cause, then this lease shall be modified or terminated and the Exhibitor hereby waives any claim for damages or compensation except for the pro-rata return of the amount of the booth rental fee.

**By purchasing space in the 2019 Home Improvement & Remodeling Expo,**  
**you agree to these terms & Conditions.**