

Exhibitors shall be bound by the Show Regulations set forth herein, as well as any amendments or additional rules and regulations that may be established by the Home Builders Association of Greater Knoxville (HBAGK/Show Management) and the Knoxville Convention Center (KCC).

1. CHARACTER OF EXHIBITS

a. Each exhibitor agrees to display only products or services that are sold by their company in their regular course of business. It is the purpose of The Home Show™ 2019 and understood by the exhibitor, that only products and services that are pertinent or closely related to the field of home building, modernizing, decorating, furnishing, or landscaping shall be displayed, demonstrated and/or explained.

Unsafe or obscene material of any kind is strictly prohibited. Each exhibit will comply with and conform to the laws, ordinances, and regulations of the city of Knoxville, as well as the Fire Marshall's codes. The Home Show™ 2019 officials reserve the right to reject in its sole discretion any exhibit, or part thereof, which is not in keeping with the character and spirit of The Home Show™ 2019.

b. Exposed areas of display backs or sides must be finished or covered at that exhibitors cost. Signage over 8' must have written permission from Show Management. If said signage is objectionable by neighboring exhibitors, signage must be removed. c. Exhibitors are prohibited from affixing any signage on facility's glass, walls, doors, ceilings, superstructure, inside or outside. Rigging is subject to KCC approval and must meet industry standards.

2. INSTALLATION OF EXHIBITS

The installation of exhibits begins at 9 AM, Wednesday, March 20, 2019 and must be completed and ready to show by noon, Friday, March 22, 2019. Noise and moving of exhibits after the show has opened is strictly prohibited. HBAGK Staff and Show Management are prohibited from assisting in installation. Exhibitors must move in using KCC Marshalling Procedures (see handout). Tractor-trailers may move in through the loading dock. Sidewalks, driveways, doors, halls, aisles, etc. shall not be obstructed. Loading and unloading through the building foyer is prohibited by the KCC.

3. SOUND CONTROL, ETC.

a. Loud speakers, radios, television sets, or the operation of any machinery or equipment that is

of sufficient volume to be annoying to neighboring exhibitors will not be permitted. b. Public address systems of any kind are prohibited from use by exhibitors.

4. SELLING OF PRODUCTS IN BOOTH

The Show Management must approve retail selling of products. Show Management reserves the right to stop any inappropriate selling. Show Management requires that items sold exceeding 25 pounds or 3 feet in length or width may not be carried, transported, and/or removed from the exhibit space during Show hours. All sales must be within the exhibitor's own assigned space. **All exhibitors selling must have a State of Tennessee Sales Tax license.** No food or beverages may be sold or distributed unless pre-approved by Show Management.

5. DISTRIBUTION OF LITERATURE AND SOUVENIRS

Exhibitors may distribute printed advertising, souvenirs, etc., only from their own assigned booths – **aisle ways are prohibited.** Any materials considered to be objectionable will not be permitted.

6. CARE OF EXHIBIT SPACE

Show Management will be responsible for cleaning of common areas. Exhibitors are responsible for cleaning of their assigned booth space. **FOR SAFETY REGULATIONS EXHIBITS MUST REMAIN INTACT THROUGH 6:00 P.M. ON MARCH 24, 2019 or until all public visitors to the show have left the building and Show Management authorizes the breakdown of exhibits.** Exhibitors that do not comply with this regulation will lose their right to be in future shows at the sole discretion of Show Management.

7. TRANSFER OR SUBLEASING SPACE

Exhibitor shall neither assign nor sublet all or any part of the space rented without the permission of Show Management, and it shall be under no obligation to grant such permission.

8. UNOCCUPIED SPACE

Any space not occupied by 12:00 p.m., Friday, March 22, 2019, will be forfeited by the exhibitor and may be resold, reassigned or used by Show Management as it sees fit, without refund. **Exhibits must be manned during the entire show.**

9. REMOVAL OF EXHIBITS

It is the responsibility of each exhibitor to remove all merchandise from the exhibit facility by 1:00 p.m., March 25, 2019. KCC Marshalling Procedures will be used. HBAGK Staff and Show Management are prohibited from assisting in removal. If exhibits are not removed by the deadline, the show facility may store or dispose of property at the exhibitors cost and at Show Management's sole discretion.

10. EVENTUALITIES

Show Management reserves the right to terminate the show if use or occupancy of the show premises is, or will be, materially interfered with by reason of fire, casualty, strike, embargo, injunction, act of war, act of God, any other emergency, or any other act or event not the fault of Show Management during any period of time the availability of which is critical to successful production of The Home Show™ 2019.

It is expressly agreed that such a termination shall not constitute a breach of the contract. Should any contingency interrupt or prevent the holding of the show, Show Management will return such portion of the amount paid for space as may be determined to be equitable by Show Management after deduction of such amounts as may be necessary to cover expenses related to termination, including a reserve for claims in connection with the show.

Show Management reserves the right to change show location, show dates, or postpone the show. No refunds will be made. Show Management shall assign to the exhibitor, in lieu of the original space, such other space as Show Management deems appropriate and the exhibitor agrees to use such space under the same Show Regulations. The Show and Show Management shall not be financially liable or otherwise obligated in the event the show is canceled, postponed, or relocated, except as provided herein. Show Management reserves the right to cancel the Contract without further obligation at any time prior to Show opening by rescinding all future obligations under the contract. Show Management may cancel the contract for cause if (a) exhibitor has failed to pay the total space rental by the due date; (b) exhibitor fails to perform any material term or condition of the contract; or (c) exhibitor refuses to abide by all rules and regulations established by Show Management for the Show.

11. LIABILITY

Show Management will provide security throughout the official period of installation, showing and dismantling, and exercise reasonable care for the protection of the exhibitor's materials and displays. However, HBAGK, Show Management, HBAGK Officers or Staff thereof will not be liable for the safety of the person or property of the exhibitor, his agents, or employees, from criminal act, damage by fire, accident, acts of God or any other cause. HBAGK, its representatives, employees, or agents will be defended, held harmless and indemnified by exhibitor for any claims for injury, damage, destruction or loss caused by the exhibitor, or to the persons or property of others than the exhibitor, and further will be defended, held harmless and indemnified by exhibitor for any claims for injury to any of the exhibitor's representatives, agents, or employees. Exhibitors accept full and sole responsibility for any injury, damage, or accident to property or person, resulting from the transportation, unloading, moving, assembly, exhibition, disassembly or reloading of their exhibit material. Exhibitor accepts the assigned space "AS IS;" HBAGK makes no warranties of any kind. HBAGK is not liable or responsible for losses or damages caused by the physical facilities. Under no circumstances shall HBAGK be liable to exhibitor for incidental or consequential damages or for any amount in excess of the amounts paid to HBAGK.

12. BOOTH ASSIGNMENTS

The Home Show™ 2019 Show Management reserves the right to change or alter space assignments, floor plans, and Show conditions without notice and at their sole discretion for the best interest of the Show. No refunds will be made. Exhibitor agrees to use the new space under the same show regulations.

13. AMENDMENTS

The HBAGK, through its Show Management, shall have the sole authority to interpret and enforce all rules and regulations contained herein; to make amendments thereto and to make such further rules and regulations as shall be necessary for the orderly conduct of the show.



14. PARKING

Abundant parking is available in close proximity to the KCC. Poplar Street lot is across the street and has over 130 dedicated spaces for use. Locust Street Garage is one block away and is connected by a covered pedestrian sky bridge over Henley Street. There are additional pay lots in walking distance, as well as free parking sites. Handicap parking spaces at KCC are reserved for approved vehicles. The church lot beside Poplar Street lot is off limits.

15. ADVANCE TICKETS

Each paid booth will receive 5 complimentary show tickets. Exhibitors may purchase advance tickets at \$5 each.

16. USE OF IMAGES

Radio or television broadcasts and/or visual or audio recording must be pre-approved through Show Management. Show Management reserves the right to use photographs and video taken of exhibits, exhibitors or presentations. These photographs will be used to promote HBAGK and The Home Show™.

17. PUBLIC PRESENTATIONS/DEMONSTRATIONS

Due to fire code regulations, aisles must be passable during public show hours. Exhibitors must purchase and have sufficient exhibit space to accommodate presentations.

18. CANCELLATION BY EXHIBITOR: No refunds will be made for cancellations unless same exhibit space is resold at least 30 days prior to event.

19. PAYMENT FOR EXHIBIT SPACE AND/OR SERVICES

- a. Show Management may prohibit participation in The Home Show™ if the exhibitor has failed to pay any and all monies owed to the HBAGK.
- b. Exhibitors who register during the final two week period prior to the start of the Home Show™ must pay by cash, certified bank check, or valid credit card. Personal or business checks will not be accepted during this time.
- c. Early Bird and Member rates require an active HBAGK membership at least 60 days past the show dates.

20. PROOF OF INSURANCE. Each exhibitor must provide in advance of the show proof of liability insurance (with minimum acceptable limits as determined by Show Management

based on the size and nature of the exhibit) and worker's compensation insurance. Show Management requires the naming of HBAGK as an additional insured with minimum coverage of \$1M per claim, \$2M per aggregate.

21. MISCELLANEOUS. Show Management reserves the right to refuse admission and/or to eject anyone from the premises without recourse to HBAGK. Alcoholic beverages shall not be brought onto the premises at any time. Exhibitors agree to immediately notify Show Management of any dangerous, unsafe or illegal condition or activity. Discrimination against any person on the basis of age, sex, disability, color, race, creed, religion or national origin is strictly prohibited.

EXHIBITORS MUST SIGN BELOW AS ACKNOWLEDGEMENT AND AGREEMENT TO THE FOREGOING TERMS AND CONDITIONS. THIS FORM MUST BE SIGNED AND RETURNED TO THE HBAGK OFFICE TO PARTICIPATE IN THE HOME SHOW™ 2019.

Company: _____

Signature: _____

Date: _____

Return form to:
HBAGK Home Show™
221 Clark St. NW
Knoxville, TN 37921
Phone: 865-546-4665 Fax: 865-546-0031
www.hbaknoxville.com
staff@hbaknoxville.com