



EXHIBIT SPACE APPLICATION AGREEMENT

Greater Kansas City HOME SHOW - Fall Edition
Show Dates: October 31 - November 2, 2008
Show Facility: Bartle Hall Kansas City, Missouri

Exhibitor Information:

Company Name: _____ Company Name for Show Sign and Program Listing: _____
 Contact Person: _____
 Mailing Address: _____ Phone # for Program Guide: (____) _____
 City, State, Zip: _____ Web Site Address: _____
 Phone #: (____) _____ List of All Products/Services Displayed: _____
 Mobile #: (____) _____
 Fax #: (____) _____
 E-mail: _____
 Booth Preferences: (1) _____ (2) _____ (3) _____

Authorized Signature for Exhibiting Company: **X**

Print Name: _____ Date: _____

Credit Card Payment Option: Visa MasterCard American Express
 Card Number: _____ Exp. Date: _____
 Card Authorization Signature: _____ Amount: _____

DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ BOTH THE FRONT AND THE BACK SIDES.

This Agreement is between the Exhibitor and the Home Builders Association of Greater Kansas City ("HBA") regarding the Show to be presented at the Facility during the Show Dates. Exhibitor shall rent from the HBA a booth assigned by the HBA of the same size as the booth preference stated above for display purposes only at the Show; however, the HBA in its sole discretion and at no additional cost to Exhibitor, may substitute different space of equal or larger size.

Exhibitor shall pay the HBA the booth price stated on the official floor plan. One-half must be paid upon execution of this Agreement, with the balance due no later than 30 days prior to the Show. If Exhibitor fails to make payment by the due date, or does not display an exhibit in the appropriate space by the beginning of the Show, then the Exhibitor's space and any rights to display an exhibit shall be forfeited, with all amounts paid by the Exhibitor retained by the HBA as liquidated damages. Exhibitor shall comply with all Rules and Regulations of the Show that are printed on the back of this agreement and incorporated herein by reference, and also with such other rules and regulations that may be adopted from time-to-time by the HBA. If Exhibitor does not comply with any other provisions of the Contract or any other rules and regulations, the HBA may pursue all rights and remedies available under the law. **THE UNDERSIGNED ACKNOWLEDGES HAVING READ THE RULES AND REGULATIONS INCLUDED ON THE BACK HEREOF.**

If the exhibition hall is destroyed or damaged by any cause or if in the HBA's discretion any other circumstances make it difficult, inadvisable or not in the best interest for the Show to be conducted or for Exhibitor to occupy its space, then at the HBA's option, this Contract shall terminate. In such event, Exhibitor waives and releases all claims for damages in any way relating to such termination. Exhibitor shall for all purposes be an independent contractor and solely responsible for all aspects (including security) of its exhibit, and for the performance, actions and appearance of all personnel staffing the exhibit. If in the HBA's opinion any individual associated with Exhibitor is acting or attired in the manner which is offensive, inappropriate or not in the best interest of the Show, the HBA or any other exhibitor, then Exhibitor shall immediately remove that individual from the exhibition hall, and if it fails to do so then the HBA may remove the individual and the Exhibitor shall be liable for and indemnify and defend against all damages relating thereto.

HBA; OFFICERS, DIRECTORS, MEMBERS, AGENTS AND EMPLOYEES OF THE HBA; AND ALL OF THEIR HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS; SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY INJURY, LOSS (INCLUDING THEFT), DAMAGE OR LIABILITY TO EXHIBITOR OR ANY RELATED INDIVIDUAL OR PARTY OR VISITORS TO ITS EXHIBIT, OR ANY PROPERTY OWNED BY ANY OF THEM OR IN THEIR POSSESSION, FROM ANY CAUSE WHATSOEVER, RELATING TO OR OCCURRING AT THE SHOW. **EXHIBITOR SHALL INDEMNIFY AND DEFEND THE HBA AND THE OTHER PARTIES DESCRIBED ABOVE AGAINST ALL CLAIMS, LAWSUITS, EXPENSES AND JUDGMENTS OF ANY KIND WHATSOEVER RELATING TO ANY INJURY, LOSS, DAMAGE OR LIABILITY DESCRIBED ABOVE OR DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATING TO ANY ACTIONS, INACTIONS OR NEGLIGENCE OF THE EXHIBITOR OR ITS RELATED PARTIES OR VISITORS TO ITS EXHIBIT, DIRECTLY OR INDIRECTLY RELATING TO THE SHOW, THIS CONTRACT OR OTHERWISE. EXHIBITOR MUST PROVIDE WORKERS' COMPENSATION, PROPERTY INSURANCE AND GENERAL LIABILITY INSURANCE IN THE MINIMUM AMOUNT OF \$500,000.00, AND ON REQUEST SHALL SHOW PROOF OF THAT INSURANCE TO THE HBA.**

Certain services of the Show are provided by parties other than the HBA. The HBA has no liability whatsoever for those services which must be obtained from authorized sources. Exhibitor shall comply with all government and regulatory body laws, rules and regulations, and all rules of the Facility. Time is of the essence. However, the HBA may, without notice, waive or extend any time limit and any other right it has, and any waiver or failure to enforce any right shall not affect the HBA's right to enforce that right in other instances.

This Agreement is governed by Missouri law, and is deemed entered at the HBA's office in Missouri. If any provision of this Agreement is found to be invalid by a court of proper jurisdiction, the remainder shall remain in full force and effect as if that provision had not been included.

THIS AGREEMENT SHALL NOT BE FINAL UNTIL SIGNED BY BOTH EXHIBITOR AND THE HBA, BUT SHALL THEN CONSTITUTE ABINDING CONTRACT.



Produced by the
**Home Builders Association
of Greater Kansas City**
600 E. 103rd Street
Kansas City, Missouri 64131
(816) 942-8800 FAX (816) 942-8367

FOR HBA USE ONLY:

HBA Member Y N

Accepted By: _____
HBA Show Management

Booth Assignment: _____ Booth Price: _____
Booth Size: _____ Deposit Amount: _____
Date Processed: _____ Balance Due: _____
(See Below)

Submit 50% non-refundable deposit with your application. After October 10, full payment must be submitted in the form of credit card, money order, cash or cashier's check as no checks will be accepted within 20 days of the show. Applications without proper payment will be returned.

SPACE APPLICATION AGREEMENT

This application for exhibit space must be submitted to the Home Builders Association office with a 50% non-refundable deposit. The remaining 50% is due no later than 30 days prior to the show. Assignment of exhibit space and HBA show management signature will constitute acceptance into the show, making this a binding contract.

BOOTH CONSTRUCTION/DISPLAY

Exhibits must be of the highest quality. The HBA may reject any exhibit which, in its opinion, does not meet the required standards.

Exhibits may not display vehicles of any kind, unless the vehicle has already been professionally tagged with the exhibiting company's name and contact information - no exceptions.

IN-LINE EXHIBITS

Attention should be paid to neighboring exhibitors when constructing exhibits. No part of any in-line exhibit (including signs) shall exceed 8 feet in height, unless agreed otherwise by the HBA. Side walls may carry the 8 foot height ONLY 7 feet out from the back of the booth. **Any visible unfinished back of the exhibit must be either finished or covered with drapery material which can be ordered at the exhibitor's expense from the official decorator. Exhibitors are not to display promotional material on the back of booth sidewalls.** Displays should be about 4 inches narrower than the designated space to assure proper fit. Upon acceptance of this application, exhibitors will receive a service kit with detailed requirements.

ISLAND EXHIBITS

An island exhibit is one in which the space is a minimum of 20' x 20' and is surrounded by aisle space on all four sides. Island exhibits have a height restriction of 12' unless pre-approved by the HBA. Island exhibits are strongly encouraged to utilize the visibility available on all four sides of the display.

FLOOR COVERING

The floor in the exhibit space is concrete and **must be carpeted or covered with other appropriate floor covering at the exhibitor's expense.**

SIGNS

All signs must be made professionally. Signs that appear unprofessional will be removed. A standard identification sign 9 inches high and 44 inches long featuring the company name and booth number will be furnished by the HBA.

BOOTH SPACE ASSIGNMENT

The HBA will attempt to assign locations by exhibitor preference and to provide distance from direct competition, but cannot guarantee exclusivity of a product or that similar products will not be exhibited in nearby or adjoining spaces.

Criteria for booth assignment are: 1. Show related products, 2. Past exhibitors, 3. Booth design/size, 4. Payment history.

The HBA may change the floorplan without notice if, in its sole discretion, it deems it advisable to provide a more attractive and successful show.

SUBLETTING SPACE

Without HBA's written consent, no exhibitor shall assign, sublet, trade or apportion any part of its space, nor exhibit any goods, apparatus, services, advertising, signs, etc., other than those manufactured or sold by the exhibitor in the regular course of business.

EXHIBIT SAFETY & ACCESSIBILITY

No combustible oils, gases or materials can be used as a part of the exhibit. No other materials may be used or stored in the exhibition hall which, in the sole opinion of HBA, could be potentially dangerous. Exhibitors must specifically comply with all rules and regulations of the applicable fire department and with all other safety requirements relative to the facility. The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. All exhibit equipment and materials must be reasonably located within the booth and protected by safety guards where necessary. Only fireproof materials should be used in displays, and appropriate fire precautions shall be taken by the exhibitor. **A BURN PERMIT IS REQUIRED if you'll be operating ANY GAS APPLIANCES, CANDLES and/or ANYTHING WITH AN OPEN FLAME - \$70.** Contact the Kansas City, Missouri Fire Marshall at least two weeks prior to show dates - (816)784-9100.

Exhibitors shall be responsible for making exhibits accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold the HBA harmless from any failure in this regard.

SOUND CONTROL/MUSIC LICENSING

The sound from any audio presentations must not spread beyond the immediate area of the display, and if it does Show Management may suspend the use of the exhibitor's amplification system. Licensed music in any form is prohibited without payment of appropriate licensing fees by the exhibitor and the exhibitor shall indemnify and defend the HBA from any liability for any licensing fees owed as a result of the exhibitors music.

INSTALLATION AND REMOVAL OF EXHIBITS

Exhibits must be completely assembled during and ready by the times designated by the HBA. Exhibits must be removed when instructed by the HBA, and may not leave the building at any time after installation until final closing of the Show unless the HBA

Approves in writing. Furthermore, no goods shall be removed from the building until all amounts owed by the exhibitor are fully paid. Each exhibitor hereby grants to the HBA a security interest under the Uniform Commercial Code as adopted in the state in which the Show is held in all property of the exhibitor at the Show as security for payment of all amounts which shall be owed by exhibitor to the HBA. In case of attachments or other legal proceedings, the HBA may take charge of exhibits.

DISTRIBUTION OF LITERATURE, SOUVENIRS, ETC.

Any souvenir, advertising, etc. that the HBA considers objectionable, undignified or inappropriate will not be permitted. Souvenirs should not be of the noise-making variety. **Helium balloons are not permitted in Bartle Hall.**

FOOD AND BEVERAGE SAMPLING

All exhibitors planning on selling and/or sampling food/beverage at the show must obtain a temporary health permit (\$150) from the Kansas City, Missouri Health Department - Food Protection Division at (816) 513-6315. Also, food sales require a contract with Aramark Food Services - (816-221-2737).

ANIMALS

Exhibitors with any animals in their booth must notify show management to be covered under a permit from the Kansas City Animal Control, (816) 513-8900.

CONTESTS AND DRAWINGS

All drawings or other contests shall comply with applicable laws, and are subject to the approval of the HBA which may establish additional rules with respect to drawings and contests.

RECEIPT OF FREIGHT

Merchandise **should not be shipped directly to the facility**, as it will be refused. Shipping arrangements can be made through official decorator. No freight will be accepted on a collect basis, and should be prepaid and plainly marked.

EXHIBIT ACTIVITIES / SALES

Exhibitors are encouraged to have activities in their booths, such as contests, handouts, prizes, drawings, demonstrations, etc. Canvassing is limited to the exhibitor's space. **No selling and/or promotional materials will be permitted outside booth space**. Exhibitors shall make sure that there is adequate room within the space for all visitors to the exhibit, and no exhibit may be presented in the aisles or which could adversely affect the Show or any other exhibitor. All exhibitors who plan to display a vehicle in their booths MUST contact Show Management immediately. Due to show sponsorships, the HBA will be limited to what vehicles will be allowed on the show floor. Exhibitors must collect and pay any appropriate taxes on products sold and shall hold the HBA harmless from any liability therefor. Sales are permitted, and orders may be taken.

BOOTH STAFFING

Booths must be staffed during all Show hours. Exhibitor badges must be worn at all times, and exhibitors must display their badges for admission. Exhibitors should arrive 15 to 30 minutes prior to the opening of the Show.

SHOW DECORATOR

The official show decorator will maintain a service desk at the Show (8:00 a.m. to 4:00 p.m. during move-in and the Show). An exhibitor kit will be issued by the show decorator to all exhibitors covering the official electrician services of the hall, labor, decorating, sign making, furniture rental, water, drains, drayage, cartage, uncrating, erecting, dismantling and re-crating of heavy machinery. Exhibitors will be billed directly by the show decorator for these and any additional services and must make timely payment, and shall hold the HBA harmless against all liability therefore. **Exhibitors WILL NOT be allowed to use their own bobcat and/or forklift inside Bartle Hall.** All bobcat and forklift usage must be scheduled and paid for through the show decorator.

SHOW MANAGEMENT

The HBA shall designate the Show Manager and other members of Show Management. Actions by Show Management shall be considered taken on behalf of the HBA, and those individuals shall have no personal liability for those actions. Show officials shall staff an information booth at the Show to help exhibitors and the public. Normal working hours for Show staff is 8:00 a.m. through 7:00 p.m.

SECURITY

Although overnight security is provided for normal protection, the HBA does not assume responsibility for lost, stolen or damaged items. **Valuables should not be left in the booths unguarded at any time.** Exhibitors are encouraged to lock small valuables in the provided security room or remove them from the hall overnight.

INSURANCE

Exhibitors must provide their own workers' compensation and property insurance and ALSO general liability insurance in the minimum amount of \$500,000.00, and on request shall show proof of that insurance to the HBA.

AMENDMENTS

The HBA shall have full power to interpret and amend these Rules from time to time. Wherever these rules do not cover a situation, the HBA may make rulings it considers to be in the best interest of the Show, and the exhibitor agrees to abide by the rulings.