

CONTRACT TERMS AND CONDITIONS

This agreement by and between the Eastern Panhandle Home Builders Association, Inc. ("EPHBA") and the Exhibiting Company (as identified on the application form).

Witnessed for and in consideration of the rental sum identified on the application and the agreements and covenants contained herein, EPHBA hereby grants to Exhibitor the right to exhibit at the 2019 Home Show for the period of time indicated in the exhibitor's application form for installation, display and removal of exhibition materials, and for no other purpose. This agreement is made and entered into upon the following special terms and conditions which are mutually agreed to by the parties.

1. Exhibitor agrees to pay the specified rental in accordance with the payment schedule as shown in the exhibitor's application package. Early bird prices are available for exhibitors who pay in full by December 31, 2018. Any unpaid invoices as of 1/1/2019 will be adjusted to regular pricing.
2. Exhibitor acknowledges that applications are processed as they are received and that exhibition space is limited. Requests for desired booth locations will be accommodated, if available, in the order that applications (including full payment) are received.
3. Cancellation/Refunds: Cancellations must be made by March 2, 2019 in order to receive a refund, less a \$25 administrative fee (*Note, Credit card convenience fees are not refundable*).
4. If circumstances deem it advisable or necessary, EPHBA reserves the right to alter the official floor plan and to make changes in exhibit space assignments when necessary for the proper conduct of the Show. Exhibiting Company agrees not to hold EPHBA liable for these changes.
5. Set-up hours are **Thursday, March 21 from 11-7 and Friday, March 22 from 9-5**. EXHIBITORS WHO DAMAGE EVENT FACILITY ARE RESPONSIBLE FOR REPAIRS. Maximum Door opening: 5'6"W x 6'7"H), 10" height limit on booth exhibits.
6. Exhibit materials may be removed following closing on the last day of the Show or from 9 am to 2 pm on Monday, March 25. **Packing is not permitted until the close of the show. There will be a \$100 fee charged to any exhibitors who remove materials from their space before the close of the show on Sunday.**
7. Except for tabletop exhibits, exhibitors should have an attendant in charge of their display during the scheduled hours of the Show on Saturday and Sunday—unless prior approval is given by EPHBA.
8. EPHBA reserves the right to make changes in the Show hours and dates with no liability to the Exhibitor in the event of inclement weather, acts of God or other events beyond the reasonable control of EPHBA, threaten the safety and/or proper conduct of the Show. EPHBA is not liable for any show cancellation, disruption or show postponement caused by inclement weather, acts of God or other events beyond the reasonable control of EPHBA and exhibitor releases EPHBA from any liability related thereto.
9. Exhibitor agrees to release EPHBA, its board of directors, officers, agents, employees or other representatives from any liability for damage or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. Exhibitor further agrees to indemnify, defend and protect EPHBA, its board of directors, officers, agents, employees or other representatives, and hold and save them harmless from any and all claims, demands, suits, liability, damages, attorneys fees and expenses of whatever kind which might result from or arise out of any action or failure to act of the Exhibitor or any of its officers, agents, employees or other representatives. Neither EPHBA nor Berkeley Plaza LLC assumes any responsibility for damage to the personal property of the exhibiting company as identified on the application form.
10. EPHBA reserves the right to restrict or refuse or expel at any time exhibits which in its judgment may detract from the general character of the Show. This reservation includes persons, things or printed matter which may be objectionable or detrimental to the Show as a whole. Audio-visual aid sound volumes must not disturb neighboring exhibits.
11. Only one company per exhibit space. Subletting of exhibit space is not permitted.
12. Exhibitor acknowledges that EPHBA and its agents do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor.
13. Exhibitor agrees to honor and abide by all rules and regulations of the building in which the Show is held.
14. No soliciting donations.