



2019 JoCo Home Garden & Recreation Show

April 5, 6 & 7

Josephine County Fairgrounds
Grants Pass

Exhibitor Information

Company Name

Contact Person(s)

Mailing Address

City State Zip Code

Phone Number Cell Phone FAX

E-mail

Website

CCB#

List the products and/or services you wish to exhibit: (Information must be provided —Subject to BASO approval)

Member of the Builders Association Southern Oregon? Yes No

(Membership must be verified with BASO)

Member Pricing

BASO members get benefits, including discounted booth costs at the Home Show! Become a Member today, and get a discount on your first year of Membership, and see our other benefits for your business!

JOIN NOW: \$100 off your 1st year of membership plus Member Pricing for the Home Show

Electricity Needed? Yes No

Limited booths will receive 110v (1 outlet). There will be an additional charge of \$85 for any amount over this. Please specify in wattage if additional power is needed and why

NOTE: Electricity is limited and the Fairgrounds may not be able to provide more than 20 amps. Spas and pools require ground fault interrupter breakers which the Fairgrounds cannot supply.

Applicant must submit deposit of 50% of the total balance due to the Builders Association Southern Oregon with this application, signed lease of space agreement, and certificate of liability insurance no later than five (5) business days of commitment in order to secure your booth selection. The remainder of the fee is due no later than January 5, 2019. If total fee is not paid by that time, the exhibitor may lose their space in the show. If Applicant is applying for lease of space after March 8, 2019, the total fee must be submitted with the application and signed contract with certificate of liability. The fee is non-refundable unless event is canceled for reasons within the control of the Builders Association Southern Oregon.

For Office Use Only
Date Received MZ
Deposit Paid in Full Liability Signed Contract



Builders Association Southern Oregon
1006 East Jackson Street, Medford, Oregon 97504
Phone: (541) 773-2872 Fax: (541) 773-1189
E-mail: jessica@buildso.com | www.buildso.com

Indicate Location Preference

(Every effort will be made to accommodate your requests, but *there is no guarantee* those spaces will be available)

Pavilion _____ Floral Building _____ Commercial _____ Floral Patio _____ Outdoor _____ Bulk Space _____

Exhibitor Space and Rental Fees

(Spaces limited according to availability - Prices subject to change - Booths will be assigned at the time of payment)

BASO Members receive a 20% booth discount!

BUILDINGS

Pavilion Building

Booth 12'x10' \$600

Floral Building

Booth 12'x10' \$600

Commercial Building (No Drapes Provided)

Booth 12'x12' \$550

Double Booth (shaded on map) 12'x24' \$650

Floral Patio*

Booth 12'x10' \$600

Outside**

Space Only 20'x15' \$450

Space Only 10'x15' \$300

FOR RV'S, BOATS, MOTORCYCLES, ATV'S

Reduced Bulk Outdoor Space 25'x50' \$550

Limited Space Available 50'x100' \$650

See map on pg 3

Fork Lift Needed? Yes No \$100

Fork lift must be ordered and paid for ahead of time : \$100

Don't forget to sign the contract on page 6

Subtotal Rental Fee

Booth Space(s) _____

Total Amount Due \$ _____

(Submit not less than 50% of this total as your deposit)

Booth sizes are approximate. Booths are divided by drapes unless otherwise stated. *Floral Patio has electrical access. ** Outside does not have electrical access.

Please make checks payable to BASO and remit to: Builders Association Southern Oregon
1006 E. Jackson St., Medford, OR 97504 | jessica@buildso.com | Fax: 541-773-1189

Payment Information (check one) Cash VISA MasterCard American Express Check # _____

(Please Print Legibly)

Amount \$ _____ Name as it appears on card _____

Billing Address for Credit Card _____

City/State/Zip _____

Authorized Signature _____

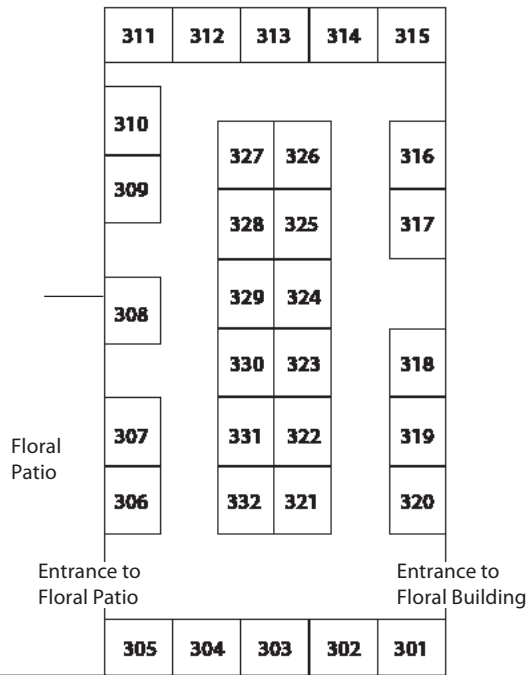
By signing, I authorize you to charge the fee indicated & hold the cc# on file and process balance due on January 5, 2018.

Credit Card # _____ xp. Date _____ Security Code: _____

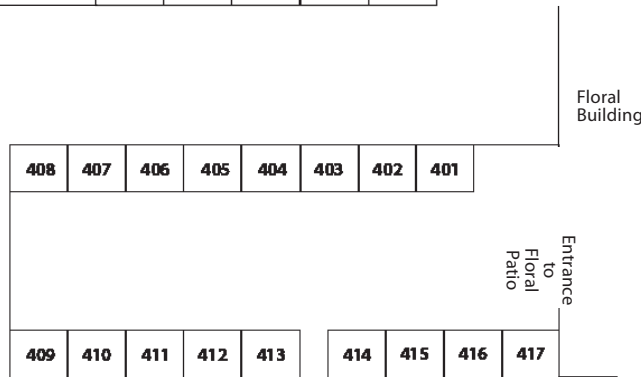
Call for credit card number. Phone Number. _____

Floral Building

Pavilion Building

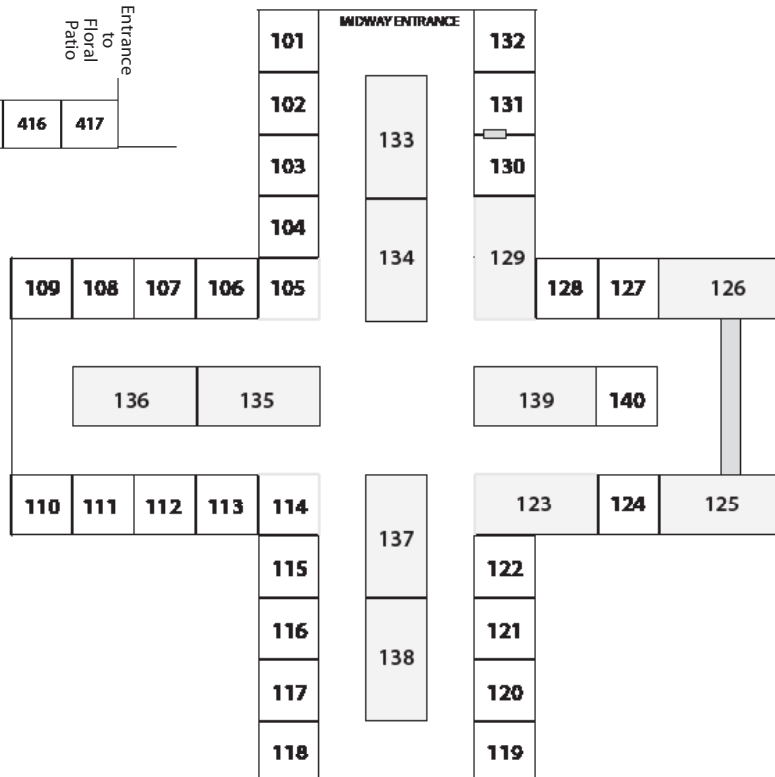


Outdoor Space is limited.
Not shown to scale.



Fair Office

Fairground Main Entrance



Attendee Parking Only



Defined Terms – The term “Event” means the Builders Association Southern Oregon (BASO) JoCo Home & Recreation Show to be held April 5 through April 7, 2019 at the Jackson County Expo. The Event is owned, produced, and managed by Builders Association Southern Oregon. As used hereinafter, the term “BASO” means, collectively, the Builders Association Southern Oregon, and each of [its/their respectively] officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term “Exhibitor” means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by BASO in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. The term “days” refers to calendar days unless specified otherwise.

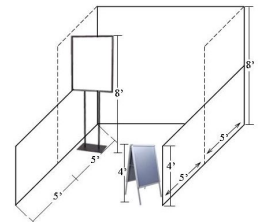
1. Event Hours & Location: Event Hours are Friday April 5 from 10am to 5pm; Saturday April 6 from 10am to 5pm; Sunday April 7 from 10am-4pm. The Event is located at the Josephine County Fairgrounds: 1451 Fairgrounds Rd, Grants Pass, OR 97527.

2. Set Up Time: Exhibitor shall set up on Friday April 4th from 9am to 7pm. The Event is open to Exhibitors at 8:00am on Exhibit days, and opens to the public on Friday at 10am. **All Exhibitors must be set up by 7pm on Thursday April 4th.** Failure to have Exhibits set up by this time may cause Exhibitor’s space to be taken by another Exhibitor, and all rental fees forfeited.

3. Take down: Exhibitors are not permitted to dismantle or remove booths prior to 4pm on Sunday, April 7th. Exhibitors may tear down Sunday, April 7th from 4:00pm - 7:00pm and on Monday, April 8th from 9:00am - 12pm.

4. Supplies: Exhibitors must bring their own tables, chairs, electrical cords and table coverings.

5. Display: No tent frames are allowed inside any buildings without approval from BASO. On draped exhibits side displays are not to exceed four (4) feet in height from the aisle continuing back five (5) feet then display height can extend up, but not to exceed, eight (8) feet in the rear five (5) feet of the booth(s). Banners and signs are permitted in booths not to exceed booth backdrop height. No sound device will be allowed without prior approval from BASO. Exhibitor is responsible and liable to pay for any damage to poles, drapes, floors or walls. Exhibitors using sod, bales of hay, shavings and anything of this nature will be required to put down a plastic barrier. **Blue tape (or other non-stick tape) only is to be used on floors or walls!** No vehicles are allowed to load or unload in any buildings. Exhibitors need to use their own hand trucks, extension cords, ladders, tools etc. as they will not be provided.



6. Contract Acceptance - This agreement shall become binding and effective only when it has been signed by the Exhibitor, and accepted as valid by an authorized representative of BASO. Evidence of acceptance will be a formal confirmation of assigned space and the receipt of final payment of all fees outlined in the Application for Lease of Display Space.

7. Qualifications of Exhibitor – BASO, 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 home owners, landscape, or garden construction industries. 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. BASO reserves the right to restrict or remove any exhibit, which BASO, in its sole discretion, believes is objectionable or inappropriate. Exhibitor agrees to pay non-member pricing for exhibit space if not a member of the Builders Association Southern Oregon.

8. Assignment of Space – Exhibit space shall be assigned by BASO 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. BASO reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if BASO in its sole discretion determines that to do so is in the best interest of the Event.

9. 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 BASO. 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. Except with BASO’s written agreement, exhibitor may not assign any rights or delegate any duties under this agreement.

10. Cancellation by Exhibitor – If Exhibitor desires to cancel this agreement; Exhibitor may only do so by giving notice thereof in writing sent to BASO with evidence of receipt. In such case, Exhibitor will continue to be liable for 50% of the total exhibit fee unless BASO receives the written notice of cancellation no later than 60 days prior to the opening date of the Event. Exhibitors canceling within 60 days of the opening date of the Event are 100% liable for the total exhibit fee. 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. This amount is considered to be liquidated and agreed upon damages, for the injuries BASO will suffer as a result of Exhibitor’s cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause BASO to sustain damages. In this situation, BASO’s damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this as a valid pre-estimate of these damages. The date of cancellation shall be the date BASO receives written notice. BASO 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.

11. Payment of Deposit - Exhibitor agrees to submit a deposit with this application and agreement. The amount of the deposit shall be no less than the membership or non-member fee and 50% of the rental fee due on the Application for Lease of Display Space. If application is made for lease of display space after March 8th, payment in full must be made with application.

12. Cancellation by BASO - Exhibitor agrees to pay the balance of the fee by no later than January 5, 2019. If Exhibitor fails to make a

payment required by this agreement in a timely manner, BASO may terminate this agreement, and the Exhibitors participation in the Event, without further notice and without obligation to refund monies previously paid. BASO 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 BASO. BASO 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. BASO may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on BASO'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 BASO removes or restricts an exhibit that BASO considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

13. Cancellation of Event – If BASO cancels the Event due to circumstances beyond the control of BASO (such as, but not limited to, acts of God, acts of war, governmental emergency, labor strike, or unavailability of the Exhibit Facility), BASO shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of BASO to Exhibitor. BASO reserves the right to cancel, re-name, or re-locate the Event or change the dates on which it is held. If BASO changes the name of the Event, re-locates the Event to another event facility within the same city, 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 BASO shall assign to Exhibitor, in lieu of original space, such other space as BASO deems appropriate and Exhibitor agrees to use such space as under the terms of this contract. If BASO elects to cancel the Event other than for a reason previously described in this paragraph, BASO shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of BASO to Exhibitor.

14. Exhibit Space Occupancy - Hours and dates for installing, occupying and dismantling exhibits shall be those specified by BASO 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, BASO 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 dismantle the display until Event is officially closed by BASO.

15. Listings & Promotional Materials – By Exhibiting at the Event, Exhibitor grants to BASO a 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 BASO promotional materials. BASO 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 BASO promotional purpose.

16. 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.

17. Taxes and Licenses – Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be 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 express permission of BASO.

18. Copyrighted Materials – Exhibitors 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.

19. Observance of Laws – Exhibitor shall abide by and observe all federal, state, and local laws, codes, ordinances, rules and regulations of the Exhibit Facility (including any labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

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 insurance listed below. 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 Exhibitors obligations under this paragraph. A) Workers' Compensation insurance: B) Comprehensive General Liability 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); C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired vehicles, including loading and unloading operators. If requested a Certificate of Insurance satisfactory to BASO, shall be furnished to BASO sixty (60) days before the first Day of the Event. Certificates of Insurance shall provide that they may not be canceled without 30 days prior advance written notice to BASO. *[Show Section 20 to your insurance company if they need clarification]*

21. BASO Exhibitor Packet - BASO will make available an Exhibitor Information Packet to the designated Exhibitor representative when full payment has been received from the Exhibitor. 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 to which the exhibitor packet is mailed.

22. Incorporation of Rule & Regulations - 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 BASO in its sole discretion. BASO may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to the Exhibitor. Any such rules and regulations are an integral part of this agreement and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by BASO as soon as these additional rules or regulations are communicated to the Exhibitor.

23. Installation & Dismantling – Exhibitors have move-in and move-out times as indicated in the Exhibitor Packet. Failure to remove an exhibit in the allowed time will afford BASO the right to remove and place same in a warehouse, and/or ship to Exhibitor via common carrier with all charges to follow at no liability to BASO. All exhibits must remain intact until the Event is officially closed.

24. Exhibit Guidelines – Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Each Exhibitor agrees to exhibit only products that it manufactures, represents or distributes and to display them in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under the control of BASO and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of BASO. Uniformed attendants, models and other employees

must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitors booth space. Strolling entertainment or moving advertisements outside of an Exhibitors exhibit space is prohibited.

25. General Terms and Conditions – BASO has sole control over attendance policies. Except as provided to the contrary in this contract all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, BASO in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of BASO.

26. 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 negligence, intentional act, 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 BASO 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 BASO. Neither BASO 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.

27. Indemnification - Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to BASO), and hold BASO 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 in connection with (a) Exhibitors 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 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, (f) harm or injury (including death) to Exhibitor, and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

28. Parking During the Event - Exhibitor agrees to park behind the Grandstands during show hours. Any Exhibitors parking in attendee parking lot during Home & Recreation Show hours will be subject to a fine and/or be towed at the owner's expense. There is limited parking for attendees and we require that you follow parking policy. Failure to follow parking policy may result in towing and vehicle impoundment.

29. Limitation of Liability - Under no circumstances shall BASO, or the Event Facility, be liable for any lost 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 BASO's maximum liability under any circumstance exceed the amount actually paid to BASO by the exhibitor for exhibit space rental pursuant to this agreement. BASO makes no representations or warranties, express or implied, regarding number of persons who will attend the Event or regarding any other matters.

30. Violation of Rules & Regulations - Violation of these rules and regulations, as well as those published in the Exhibitor Packet, will afford Show Management the right to execute one or more of the following remedies: 1) the Exhibitor may be prohibited from exhibiting at the current year's Exhibition and will forfeit all booth payments 2) the Exhibitor may be prohibited from exhibiting at the following year's event. Provided however, that the imposition of one or more of these remedies by Show Management shall not in any way limit available remedies provided in other provisions of the contract or by law.

31. Governing Law - This contract is governed by the laws of the State of Oregon as applied to contracts 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 contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies at 1451 Fairgrounds Rd, Grants Pass, OR 97527.

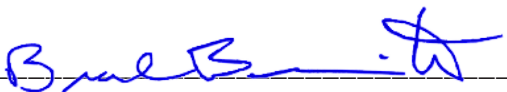
The parties have read and executed this Rental Agreement on the date signed below.

Builders Association Southern Oregon, Inc.

Exhibitor Company Name: _____

By: _____

Authorized Signature

By:  _____

Brad Bennington, EO BASO

JoCo Home & Recreation Show Representative

Printed Name: _____

Date: _____

***** THIS CONCLUDES THE ENTIRE RENTAL AGREEMENT *****