



Read this contract in full. Exhibitor signature is required for contract to be valid.

Exhibitor space will not be reserved until all materials are received and all requirements are met.

The 2019 Home Design & Garden Show Contract (“Contract”) is entered into between The Forx Builders Association (“Forx Builders” or “FBA”) and Exhibitor. This Contract is for booth space in the Grand Forks Home Design & Garden Show, March 22-24, 2019 (“Home Design & Garden Show” or “Show”). The FBA agrees to give Exhibitor use of booth space for the purposes as set forth in this Contract and Exhibitor agrees to the terms as stated in the Contract. This Contract includes all of the terms in the Contract and as contained on any attachments that may be made a part of this Contract.

EXHIBITOR INFORMATION

EXHIBITOR (Entity or Company entering into this Contract) _____

CONTACT (First and last name) _____

EMAIL _____ PHONE _____

MAILING ADDRESS _____

CITY/STATE/ZIP _____

Please refer to page 4 of the Contract for booth numbers, sizes and rates. Choose three spots in case the first choice is unavailable.

FIRST CHOICE _____ SECOND CHOICE _____ THIRD CHOICE _____

Please provide a brief description of the products and/or services you will be displaying:

Exhibitor is interested in presenting a workshop

Forx Builders Association

2019 Home Design & Garden Show Terms & Conditions

The purpose of the Forx Builders Association Home Design & Garden Show is to educate and make the public aware of products and services related to the housing industry and lifestyles in general. Exhibitor agrees to install an attractive and educational display of its products or services. Because the prestige of the Show depends on the quality and responsibility of the Exhibitors, a review is made of all Exhibitors.

Exhibit hours

Exhibitors must remain open and staffed at all times during all official exhibition hours. Any Exhibitor setting up or tearing down during exhibition hours will be penalized \$100 as liquidated damages for breach of this provision.

Arrangement of display

The exhibit will be built within the designated areas covered by contracts for space. The Forx Builders reserves the right to rearrange the floor plan, to make adjustments of space allotments and relocate any exhibit as it deems necessary for the best interest of the Show. Exhibitor agrees to arrange a display so as not to obstruct view or mar general harmony of the expositions. All back walls and perimeter walls must be constructed or draped to a height of eight (8) feet. Maximum height including signage is ten (10) feet. Exhibitor agrees to confine all activity concerning its display within the limits of its exhibition space; **WORKING THE AISLES IS NOT PERMITTED.**

Care of building and exhibits

The Exhibitor will be required to replace, repair or otherwise assume the expense for any defacement or injury of premises caused by its exhibit or its representative. The driving of nails, screws, or use of any method of attaching materials to walls, floors, or railings is prohibited. Heavy materials or equipment shall not be dragged, skidded or rolled over the floors, but will be carried or moved on wheels of such size and type as will not cause scratches or mars not removable by ordinary routine methods of cleaning. Materials and equipment that might cause a stain, mark or discoloration of the floors or walls shall be protected against such damage by water-tight pans, shields, baffles, or suitable devices. Only mat tape will be allowed on the floor. Exhibitors may not allow any article to be brought into or any act to be done upon the premises that will deface any part of the building or permit anything to be done by its employees or its agents by which the premises may be in any manner injured, marred or defaced. Violations of the regulations will give the Forx Builders the right to terminate the Exhibitor's Contract, and the Exhibitor will forfeit to the Forx Builders all monies which may have been paid for rental and must reimburse the Forx Builders for the cost of repairing such damage to the building.

Flammable materials

Highly flammable or explosive materials are not permitted either for

decoration, display or use within the building to conform to regulations of the Grand Forks Fire Department. The use of paper or fabric display materials is not permitted unless considered flame-proof by the Forx Builders or fire officials. Open flames are not permitted within the building except by the consent of the Forx Builders. All vehicles or items with gas tanks must have them taped shut. If your exhibit contains any petroleum based products, the gas tanks must be less than 1/3 full of fuel, the gas tanks must be taped shut and the battery terminals must be disconnected.

Sound control

All TV, stereo, musical instruments, and other machines producing sound or vibration must be kept to a volume or level not to disturb neighboring exhibits. No microphones or sound amplifying equipment are permitted to demonstrate products unless approved by show manager.

Subletting booth space

No Exhibitor shall assign, sublet or apportion the whole or any part of its allotted space, nor display any goods other than those manufactured or sold by them in the regular course of business.

Health and Safety

Management reserves the right to adopt and promulgate such further rules and regulation as shall be reasonably necessary for the convenience and safety of all Exhibitors, and any and all such regulations or rules shall be as much a part hereof as though fully incorporated herein, and the Exhibitor agrees to conform and abide by them. Exhibitor shall take every precaution in an around exhibit area to protect the health and safety of the general public. Liquor or intoxicating beverages are not permitted except by consent of the Forx Builders.

Distribution of literature, souvenirs and food

Printed advertising, souvenirs, etc., may be distributed by Exhibitors from their own space only. **WORKING THE AISLES IS NOT PERMITTED.** All exhibits must conform strictly to the terms covered in this contract. The Forx Builders reserves the right to reject or prohibit any exhibit, part of any exhibit or proposed exhibit including person, things, conduct printed matter, catalogs or souvenirs which, in its opinion are not suitable to and in keeping with the character of the Show. All food and beverages must be approved by the Alerts Center's Director of Food and Beverage

Indemnification

All goods, wares and merchandise of any kind placed in the exposition are understood to be at the owner's risk and by acceptance of this contract, the Exhibitor releases and shall hold the sponsors and Forx Builders Association, the Alerus Center and the City of Grand Forks

harmless of, and from, any liability for damage, injury or loss to any person or goods from any cause whatsoever. The Forx Builders will not in any way be liable for any injury that may occur to an Exhibitor, its employees or its agents, nor for the safety of any exhibit against accident or any other destructive causes. The Exhibitor shall indemnify and hold harmless the Forx Builders Association, the Alerus Center and the City of Grand Forks from and against any and all claims, liabilities, losses, costs, damages, expenses, including reasonable attorneys' fees, obligations or charges of any kind whatsoever made against or suffered by the Forx Builders in any way connected with or relating to the Exhibitor's participation in the Show. The Forx Builders shall not be responsible for loss or damage of any Exhibitor's merchandise, display material or personal property. THIS CONTRACT DOES NOT CREATE A BAILMENT RELATIONSHIP. Exhibitors are cautioned to use care in safeguarding exhibit materials and property during the installation period, during the Show and when the Show is being dismantled. Exhibitors shall not engage in any conduct or display any items, which have a tendency to belittle or discriminate against individuals because of their race, creed, color, national origin, sex, age or disability. Forx Builders management at its sole discretion may require any such conduct to cease immediately and the removal of any such items. The Forx Builders disclaims any responsibility for violations of this policy.

Insurance

The Exhibitor, at the Exhibitor's expense, shall obtain and maintain in effect a commercial general liability insurance policy, written on an occurrence basis, that provides coverage against claims for personal injury, death or property damage occurring on the premises of the Show, including without limitation the building and parking lots. Such policy shall afford protection with a limit of not less than One Million Dollars (\$1,000,000) combined single limit with respect to bodily injury, personal injury, or damage to property in any one occurrence. The Exhibitors shall add the Forx Builders Association as an additional insured on such policy and shall deliver to the Forx Builders an original or duplicate original policy or certificate of insurance evidencing said coverage. Failure by the Exhibitor to comply with the provision of this section shall result in the termination of the Contract upon written notification to the Exhibitor by the Forx Builders and, should such termination occur, the Exhibitor shall not be entitled to refund of any part of the rental fee.

Booth Rent

If The Exhibitor fails to make all payments for space or other charges, or make satisfactory arrangements for payment, the Forx Builders may seize property of Exhibitor and hold until all unpaid charges are fully satisfied together with accrued storage charges, moving cost, attorney's fees, collection fees and court costs, if any. The Forx Builders reserves the right, should any space be forfeited, because of nonpayment of rental when due or other violations, to

rent such space to any other applicant, but the clause 1) shall not be construed as creating as affirmative duty to mitigate or, 2) affect the obligation of the original Exhibitor to pay the full amount of rental agreed upon in case the space shall or shall not be relet.

Breach and cancellation

Except as otherwise provided in this paragraph, it is understood and agreed that if Forx Builders Association fails to open the show on the date and at the place as herein provided, or to furnish the space to the Exhibitor as herein described, or comparable space, it will refund to the Exhibitor all payments paid hereunder, which sum shall be in full satisfaction of all loss or damage suffered by the Exhibitor from such cause. If, however, the Forx Builders is unable to open the Show as herein provided, or is compelled to postpone or relocate said Show on account of strikes, fires, casualties, acts of God or other causes beyond Forx Builders Association's control, then it shall not be obligated to refund to the Exhibitor any payments paid hereunder nor shall Forx Builders be liable to the Exhibitor for any loss of any kind arising out of the cancellation, relocation or rescheduling of the Show. In fairness to the Exhibitors and public alike, the Forx Builders reserves the right to refuse any exhibit, or any Exhibitor, or employee, which or who in the opinion of the Forx Builders is not in the best interest in the Show, and may at any time without assigned causes, and without notice, cancel the Contract and remove the Exhibitor, his agents and property from the building. In the event of such cancellation, the Exhibitor hereby waives any claim for damages or for the recovery of any rental monies. Cancellation of exhibit area must be made in writing . Absolutely no refunds will be made.

Abiding by Laws, rules and Ordinances

Any Exhibitor violating any of the above rules and regulations shall upon oral notification by the Forx Builders, forthwith comply with such rules and regulations. The Forx Builders reserves the right, upon refusal of Exhibitor to comply herewith, to cancel Exhibitor's lease and to remove, at Exhibitor's expense, its exhibit and to retain all monies previously paid for rent as liquidated damages for Exhibitor's breach.

Waiver

Failure of the Forx Builders to act on any breach of this Contract shall not constitute waiver of such breach.

Governing Law

This Contract was made and entered into in the State of North Dakota and laws of North Dakota shall govern its enforcement and performance.

BOOTH RATES

Booth rates are subject to change.

BOOTH SIZE	NO. OF BOOTHES	MEMBER*	BADGES	NON-MEMBER	BADGES
10' x 10'	1	\$400	4	\$560	2
10' x 20'	2	\$750	6	\$1050	4
10' x 30'	3	\$1100	6	\$1540	4
10' x 40'	4	\$1450	8	\$2030	6
20' x 20'	4	\$1450	8	\$2030	6
10' x 50'	5	\$1800	10	\$2520	8
20' x 30'	6	\$2100	12	\$2730	8
20' x 40'	8	\$2600	14	\$3380	10
20' x 60'	12	\$3500	18	\$4550	12
20' x 80'	16	\$3900	20	\$4875	14
Table Tops	N/A	\$250	2	\$300	2
Non Profits	1	\$150	2	\$150	2

Corner Booth	Add \$35 each	N/A	Add \$45 each	N/A
Additional name badges ordered prior to 3/21/19:		\$10		
Additional name badges ordered after 3/21/19:		\$12		

TERMS OF PAYMENT

Payment is required with Contract. If registered prior to February 1, 2019, 50 percent of the Contract Price must be paid with the Contract. The remaining balance is due by March 1, 2019. If registered after February 1, 2019, 100 percent of the Contract Price must be paid in full with the Contract. If payment is not received with the Contract, or paid in full by March 1, 2019, the space may be forfeited. Exhibitors with a balance due will not be allowed to set up at the show until paid in full. No refunds will be made for booth rentals cancelled after February 1, 2019. A \$100 late fee will be applied to contracts received after March 1, 2019. Companies involved in cooperative booth designs must be contracted separately. Each Exhibitor will be responsible for any unpaid balance. Each company must have a minimum of one booth space.

MOVE-IN

All exhibitors require a move-in time. You will not be allowed to set up outside of your assigned time. The Alerus Center restricts the frequency and duration that doors may be open. If you wish to reserve a specific move-in time, contact Stacy at the Forx Builders Association; 701-746-4536 or info@forxblders.com. Move-in times will be assigned on or before March 15, 2019. Permission must be given to exhibitors planning to set up Friday morning. Booths must be set up before 2PM on Friday.

*MEMBER PRICING:

To qualify for member pricing, Exhibitor must be a dues paying member of the FBA in good standing for 90 days prior to the Show.

NAME BADGES

Name badges will be available for pick-up at the Alerus Center during move-in starting March 20, 2019. Name badges above the allotment can be purchased in advance or at the name badge table. **Name badges will not be distributed to Exhibitors who are not paid in full.**

PAYMENT

If Exhibitor is sending a check, make it payable to the Forx Builders Association. Contract and payment can be sent to:
 Forx Builders Association
 519 Demers Ave
 Grand Forks, ND 58201 or
 info@forxbuilders.com.
 Payment is due with Contract.

TOTAL DUE FOR REQUESTED BOOTH(S): \$ _____

LATE FEE \$100 if received after 3/1/2019 \$ _____

TOTAL DUE Contract Price \$ _____

DEPOSIT AMOUNT If prior to 2/1/2019 \$ _____
 50% of the Contract Price is due upon signing the Contract if prior to Feb 1, 2019

Exhibitor space will not be reserved without proof of general liability insurance.

BALANCE Due 3/1/2019 \$ _____
 Due by March 1, 2019, or due with the Contract after Feb 1, 2019

SIGN HERE

Exhibitor acknowledges having read the Contract, including the Standard Terms & Conditions.

EXHIBITOR	FORX BUILDERS ASSOCIATION
Exhibitor Company _____	Signature _____
Name (Printed) _____	Date Accepted _____
Title _____	
Signature _____	
Date _____	

Credit Card Number: _____ Expiration Date: ____ / ____

CVV: _____

Authorized Signature: _____

By signing above, I authorize Forx Builders Association to charge my credit card the amount indicated above.

Information will NOT be kept on file. Payment information must be provided again for balance payment.

IMPORTANT DATES & TIMES:

- OCT 1 Registration opens to Exhibitors
- FEB 1 Contracts submitted after this date will require 100 percent payment
- MAR 1 Balance due in full; Late fee applies to contracts received after this date
- MAR 20 Assigned Set Up (8:30am—5pm)
- MAR 21 Assigned Set Up (8am—7pm)
- MAR 22 Assigned Set Up by Special Request Only (8am-2pm); Show Hours 4pm—8pm
- MAR 23 Show Hours 10am—6pm
- Mar 24 Show Hours 11am—4pm