

APPLICATION / CONTRACT

Shed Builder



c/o Boltres & Company LLC
 P.O. Box 782
 Ada, Michigan 49301
 (616) 575-9998
 marty@shedbuilderexpo.com

Move-In: Sept. 27, 2022

Show Dates: Sept. 28-29, 2022

2022 LOCATION: Greater Richmond Convention Center, 403 N 3rd St, Richmond, VA 23219

BOOTH SPACE: 10' deep x 10' frontage booth @ \$1,850 per booth (Qty) _____ x 1,850 = \$ _____
 10' deep x 20' frontage booth @ \$2,600 per booth (Qty) _____ x 2,600 = \$ _____
 10' deep x 30' frontage booth @ \$3,850 per booth (Qty) _____ x 3,850 = \$ _____

BULK SPACE: Standard: 400 sq. ft. (20' x 20') 4,300 = \$ _____
 PLUS: Additional Sq. Ft. (above 400) _____ x \$4.75/sq. ft. = \$ _____ + \$ _____

Example: 20x30 Bulk Space - \$4,300 + (200 sq. ft x \$4.75 = \$950) = \$5,250 Total Bulk Space = \$ _____

MINIMUM CONTRACT TERMS: 50% deposit required with application. Balance due by June 30, 2022.

PAYMENT METHOD: Exhibitors with outstanding payments past due will forfeit their space reservation and deposits.

- Check enclosed (payable to Boltres & Company, LLC)
- ACH payment (call for account and bank routing number, 616-575-9998)

NOTE: This application becomes a binding contract when signed by both parties.

1st Choice 2nd Choice 3rd Choice

EXHIBIT SPACE REQUESTS (Make selections from floorplan) _____

FOR BOOTH PLACEMENT PURPOSES, WHO ARE YOUR COMPETITORS?

The undersigned Exhibitor agrees that the printed matter on both front and back of this Application / Contract has been read and that the terms and conditions set forth therein are fully understood and shall constitute a binding contract when signed by both parties (faxed/electronic signatures are accepted as originals). Reservation of exhibit space applied for herein is for the 2022 Shed Builder Expo and shall not constitute or be interpreted to represent any precedent whatsoever for exhibit space in subsequent shows. Show Management agrees to make the above described space available to the Exhibitor for the purposes aforesaid, subject to Fire Marshal and Facility Management approval of the floorplan. Acceptance of this application is at the sole discretion of Boltres & Company, LLC.

SHOW MANAGEMENT ACCEPTANCE

EXHIBITOR ACCEPTANCE

 BOLTRES & COMPANY, LLC SIGNATURE DATE

 AUTHORIZED EXHIBITOR SIGNATURE DATE

FOR OFFICE USE ONLY		
DATE REC	AMT REC	BAL DUE
<input type="checkbox"/> Proof of Insurance Rec'd		

COMPANY NAME _____
 CONTACT PERSON _____
 ADDRESS _____
 CITY _____ ST _____ ZIP _____
 PHONE () _____ FAX () _____

* Return top two copies and retain bottom copy for your records. E-MAIL _____

SHED BUILDER EXPO SHOW RULES AND REGULATIONS

The following Rules and Regulations will govern the show and are made a part of this contract for exhibit space between Boltres & Company LLC ("Show Management") and the person, partnership or corporation ("Exhibitor") engaging space.

1. Character of Exhibits. The Exhibitor agrees to display only products or service sold in the regular course of business and as described in this contract. Each exhibit must comply with all applicable laws, codes and ordinances. Exhibits shall be dignified in character and, in the judgement of Show Management, not offensive to the attendees. Show Management reserves the right in its sole discretion to reject and/or remove any exhibit or portion of exhibit not in keeping with this rule or purpose of the show.

2. Subletting of Space. Exhibitors shall not assign, sublet, or apportion any exhibit space to another Exhibitor in whole or in part. Any successor or assignee of Exhibitor shall have no right to exhibit without the express written consent of Show Management.

3. Deposit Money. All deposit money shall be retained by Show Management in the event the Exhibitor fails to complete payment, violates the contract, or withdraws from the show. All uncollectible checks will be subject to a \$25 service charge.

4. Payment for Exhibit Space. If payments are not made on a timely basis, Show Management shall have the right to do one of the following: (a) Terminate the contract; (b) Reduce the size of the exhibit space; or (c) Collect the contracted amount.

5. Installation of Exhibits. The installation of exhibits shall be completed according to the schedule established by Show Management and must be complete and ready by 10:00 am opening day. Moving of exhibits after the opening of the show is not permitted. Exhibits shall be maintained intact and attended during all regular show hours. Exhibits shall be installed, maintained and removed in the safest possible manner.

6. Removal of Exhibits. Exhibits must be removed within 8 hours after the show, or as otherwise directed. Exhibits will not be permitted to leave the facility at any time after installation until the final closing of the show, unless special permission in writing is obtained from Show Management. No goods exhibited shall be removed from the facility until all bills accruing against the same have been fully paid or credit approved by Show Management. In case of attachments or other legal proceedings, Show Management shall have the right to take charge of exhibits. If not timely removed, the Exhibitor shall pay all fines, charges and expenses that are incurred, not less than \$700 per day to Boltres & Company LLC for each day or part thereof the Exhibitor's equipment is not removed by the Exhibitor. Show Management shall have the right to remove the exhibit if Show Management, in its sole discretion, deems that removal be necessary. In such case, no liability for any damage will inure to Show Management; the sole negligence in such case being that of the Exhibitor. The cost of storage shall be the Exhibitor's expense.

7. Sound Control. Loudspeakers, radios, television sets, or the operation of any machinery or equipment which, in the opinion of Show Management, is of sufficient volume as to be annoying to neighboring exhibitors, will not be permitted.

8. Music and Other Media. Exhibitor shall be responsible for all licensing of copyrighted music or other media played, distributed or performed in its exhibit. Exhibitor shall indemnify and hold Show Management harmless for all claims and/or damages arising from its failure to obtain licenses for recorded or live music or other media played or performed in its exhibit space.

9. Signs. Except with the permission of Show Management, all signs shall remain within the Exhibitor's space, and must be designed, constructed and placed so as not to detract from adjacent exhibits.

10. Height of Display. Exhibitors may install, or have installed at their own expense, special signs, display counters, shelving, and similar items, not to exceed 8 feet in height at rear of booth, plus, with Show Management's permission, a maximum of 2 feet for sign. The backside of any display extending above the side or back dividers must be covered to the satisfaction of Show Management. Bulk exhibit space shall have no dividers, except at Show Management's discretion.

11. Fire Hazards. Explosive and inflammable materials which conflict with the Insurance Underwriting or Fire Department must be excluded. The City Fire Department prohibits the use of paper, crepe paper, or corrugated papers, and cardboard that has not been flame proofed for decoration of exhibit booths. All cloth drapes or table covers must be treated for fire resistance. All motorized vehicles must have fuel tanks sealed and batteries disconnected. The Fire Marshal may require fuel tanks to be drained and purged. All exhibits must comply with ordinances and laws of the City and the State in which the Show is held.

12. Fire Marshal/Facilities Management Approval. Space assignment is subject to Fire Marshal and Facility Management approval of the floorplan. If said approval is not obtained, Exhibitor shall only be entitled to the return of a deposit pro rata to the exhibit space, which cannot be used.

13. Service. All services, equipment, electricity, furniture, and furnishings provided to the Exhibitor shall be paid for by the Exhibitor and shall normally be obtained through the independent service contractor designated by Show Management.

14. Motorized Vehicles. Absolutely no motorized or self-propelled vehicles will be permitted in the aisles after one hour before the Show is to be opened to the attendees. Appropriate exceptions will be made for the person with disabilities.

15. Insurance and Liability. Show Management, the Owner of the facility, and their respective employees, officers, owners, directors, managers, agents and representatives (collective, the "Indemnitees") will not be responsible or liable for any injury, loss, liability, cost or damage that may be incurred by the Exhibitor or the Exhibitor's employees, officers, directors, managers, owners, invitees, guests or agents, or their property, regardless of from what cause, prior, during, or subsequent to the period covered by this contract. The Exhibitor, upon signing this contract, expressly: (a) releases and discharges the Indemnitees from any

and all claims, losses, damages, liabilities, costs, suits, proceedings, actions or injuries (collectively, "Claims"), and (b) agrees to indemnify and hold harmless the Indemnitees for all Claims, that in any way relate to the Exhibitor or the Exhibitor's employees, officers, directors, managers, owners, invitees, guests or agents, or their property. Liability insurance shall be procured by the Exhibitor of the type and in amounts satisfactory to Show Management. The policies for such insurance will name Show Management and the Owner of the facility as additional named insureds. Prior to the show, proof of insurance will be forwarded to Boltres & Company LLC. If, for any reason, Exhibitor's insurance policy is cancelled, Exhibitor must immediately notify Boltres & Company LLC. Exhibits and exhibit equipment brought into the show facilities, maintained, and removed from the show facilities are at the Exhibitor's risk. The Exhibitor's Public Liability, General Liability and Workers Compensation Policies shall cover the attendees, employees, invitees and agents attending the exhibit. If existing policies do not have the coverage, the Exhibitor shall secure such coverage. Insurance policies must be with insurers and in amounts acceptable to Show Management. Exhibitors will provide Show Management with copies of all relevant insurance policies promptly upon request by Show Management.

16. Cleaning of Exhibit Facility. To maintain maximum floor cleanliness, Exhibitors are requested to sweep the floor of their booths at the close of each day. Debris from the booths should be swept into the aisle where it will be gathered by the show's janitorial service.

17. Food and Refreshments. All concessions are licensed by the owner of the facility; therefore, no food or refreshments can be dispensed without the written consent of the owner or his agent and Show Management.

18. Eventualities/Destruction of Premises. Show Management may, in its sole discretion, change the show to a different venue, and this Agreement shall remain in effect but with the new venue substituted for the prior venue. If Show Management changes the venue for the show, the Exhibitor shall waive all claims for damages or compensation that arise as a result of, or are a consequence of, such change of venue, shall not be entitled to a return of any amounts it has paid pursuant to this Agreement, and shall be obligated to pay to Show Management any other amounts required by this Agreement. Show Management may terminate this Agreement, if any of the following occurs:

- a. the facility or the space to be rented by the Exhibitor is destroyed or damaged by fire, the elements, war, government action or any other cause beyond the immediate control of Show Management, so that the profitable conduct of the show by Show Management, the use of the facility, or the use of the space to be rented by the Exhibitor, is made impossible, impractical or unlikely;
- b. the facility, or the space to be rented by the Exhibitor, becomes unavailable to Show Management for the show, or is only made available upon terms to which Show Management has not agreed; or
- c. there occurs any other event that is beyond the control of Show Management and that makes the profitable conduct of the show, the use of the facility for the show, or the use of the space to be rented by the Exhibitor, impossible, impractical or unlikely.

If Show Management terminates this Agreement, in accordance with this Section 18, the Exhibitor shall be entitled to receive a return of all rental amounts paid pursuant to this Agreement (but not other costs incurred by Exhibitor) and shall waive all other claims for damages or compensation that arise as a result of, or are a consequence of, such termination. However, any such rental refund shall be reduced by the pro rata portion of the amounts expended by Show Management prior to termination to produce the show.

19. Distribution of Literature and Souvenirs. Printed advertising, souvenirs, etc., may be distributed by the Exhibitor from its space only. Any souvenir or advertising that is of an objectionable or undignified character and all helium-filled (lighter than air) balloons, will not be permitted. Souvenirs should not be of the noise-making or sticker variety. The exhibitor must confine all sales activities to the limits of its own booth.

20. Rules of the Exhibit Facility. Rules published by the owner or operator of the building or facility in which the show is located are incorporated herein by reference and made a part hereof. Such rules will be distributed upon request.

21. Use of Exhibitor's Name. The Exhibitor authorizes Boltres & Company LLC, its agents, and employees, to use the Exhibitor's name to promote the show and to solicit other exhibitors for this and future shows.

22. Amendments. Show Management shall have the sole power to interpret any aspect of this Agreement where discretion is involved. If this Agreement is ambiguous or needs clarification for Exhibitor's use of the booth or the facilities, Show Management reserves the right to make such clarifications as shall be in the best interest of the show, and the Exhibitor agrees to accept and abide by such clarification.

23. Assignment of Exhibit Space. Assignment of Exhibit space is within the sole discretion of Show Management. Show Management will endeavor to assign space in the order requested or assign equivalent available space. Floorplan and space assignments are subject to change by Show Management without notice to Exhibitor.

24. Termination. Show Management reserves the right to terminate Exhibitor's rights under this Agreement in the event of a violation of this Agreement by the Exhibitor. Show Management shall give Exhibitor a prior written warning before any such termination unless the show will be immediately impacted, in which case Show Management may terminate this Agreement immediately. Upon any termination Show Management shall have the right to retain all amounts paid by Exhibitor under this Agreement in addition to any other remedies for damages it might have.