

The Home Expo Rules

I. Definition

The Home Expo (“Expo”) is the Brown County Home Builders Association's (“BCHBA”) trade show of new home products and services, providing the public with an opportunity to view new trends in home design, building materials, furnishings, and other construction related products. The Expo also provides an opportunity for increased name recognition for its participants plus furnishes the Association with income for its activities and services.

Exhibitors’ contract for exhibit space with BCHBA per the terms of a written Exhibitor’s Contract (hereinafter referred to as "Expo Contract"), which shall incorporate, by reference, these rules and regulations.

II. Eligibility

- A. Members and non-members of BCHBA may apply for exhibit space.
- B. Expo exhibitors are limited to those which provide, as a normal part of their business, products and services related to home building, remodeling, decorating, furnishing, landscaping or that in the opinion of the Committee are related to home building or home remodeling. Applicant exhibitors must specifically define products and services to be exhibited at the Expo in the Exhibitor’s Contract. Products or services of a personal or private nature, i.e., massage equipment, jewelry, etc., are strictly prohibited. The Committee is authorized to determine the eligibility of applicants.
- C. To be eligible for participation, all member exhibitors must be considered in good standing in the BCHBA: (1) when a contract for exhibit space in the Expo is submitted to the BCHBA along with payment in full, and (2) five business days prior to the setup date for the Expo.
- D. Each new exhibiting firm is required to sign the Exhibitor Information Sheet.

III. Exhibit fees

- A. Applicable exhibit fees for BCHBA members and for those who are not BCHBA members will be specified in the Exhibitor’s Contract.
- B. The "member fee" listed in the Exhibitor’s Contract is applicable to exhibitors who are members in good standing of the BCHBA.

IV. Notice of Expo

- A. **Priority notice:** On a date to be determined by the Committee, BCHBA will email a "priority notice" of the upcoming Expo to each of the exhibitors who participated in the previous Expo. The priority notice will include a deadline by which an Exhibitor’s Contract and down payment must be returned to BCHBA in order to be given priority consideration for booth assignment over those who were not participants in the previous Expo. The email/ mailing will include an Exhibitor’s Contract and a copy of the Rules.
- B. **Regular notice:** On a date to be determined by the Committee, not earlier than the date of the priority mailing, notice of an upcoming Expo will be published in the BCHBA newsletter and BCHBA website to: a) all BCHBA members; b) all other companies/persons who have inquired about the upcoming Expo but did not exhibit in the previous Expo.

- C. **Additional notices:** After notification of the priority notice and the regular notice, BCHBA staff will provide Exhibitor's Contracts/rules and regulations to qualified leads from companies/persons who inquire about participation. Notices of the Expo may also be distributed through other media.

V. Exhibitor charges

- A. **Booth fees:** Payment of the booth fee noted on the Exhibitor's Contract includes only the fee to be paid to BCHBA for rental of exhibit space.
- B. **Service order charges:** Exhibitors must make advance requests for service orders (electricity, tables, chairs, etc.) from the Green Bay Exposition Services, Inc. ("Expo Services") through the BCHBA. Separate, additional charges for service orders are set by and handled by the Expo Services. Orders placed onsite will be handled directly by provider.
- C. **Payment for space:** Exhibitors will be allowed to set up for the Expo only if the final Exhibitor's Contract payment, vendor sheet and certificate of insurance have been delivered to BCHBA. If these three items have not been delivered, the exhibitor forfeits the space. This space may be re-rented or used by BCHBA as it sees fit, without refund, unless arrangements for delayed occupancy have been approved by BCHBA. In all cases the exhibitor shall remain liable for any unpaid fees.

VI. Booth assignment

- A. **Booth preference:** The Exhibitor's Contract will include an opportunity for exhibitors to express preference for booth configuration. The Committee will make every effort to honor exhibitors' booth preference but does not guarantee requests. Booth space will be assigned based on the best interest of the show.

VII. Waiting list

After all exhibit space has been assigned, BCHBA shall maintain a waiting list of eligible, qualified applicant exhibitors. As necessary, BCHBA will attempt to contact the persons on the waiting list in the order in which their requests were received by BCHBA to offer exhibit space which opens due to cancellation, nonpayment, or failure to occupy space. If such cancellation occurs 30 days or more before the opening date of the Expo, authorized BCHBA staff will contact persons on the waiting list in the order in which they appear and as products allow. If they are unable to reach them by phone after three attempts, staff will contact the next person on the list. After such contact, the applicant shall have 48 hours to accept the space or be removed from the waiting list. If such cancellation occurs less than 30 days before the opening date of the Expo, authorized BCHBA staff will contact persons on the waiting list in the order in which they appear and as products allow. If they are unable to reach them by phone after three attempts, staff will contact the next person on the list. Applicants must agree to accept the space during the phone contact or be removed from the waiting list.

VIII. Exhibitor Requirements

The Expo Chairperson/Vice Chair or Executive Officer will issue a **verbal** warning to any exhibitor (including contract contact person and booth worker if during show hours) in violation of Exhibitor Requirements A through H, listed below, of the Brown County Home Builders Association Home Expo Rules. Should the exhibitor take no corrective action regarding the warning, the consequence shall be suspension from participation in the next Expo. A written notification will be mailed within 60 days of the show. In addition, the exhibitor shall be eligible for re-application after suspension only after the priority notice deadline.

- A. **Building rules and municipal ordinances:** Exhibitors agree to obey all the rules of the Center which are in effect at the time of the Expo and to abide by all municipal and county rules and regulations to which the Expo is subject. Special attention is called to the rule that booths located by the wall must have a one-foot space between the wall and booth curtain. Displays cannot be pushed against the walls, nor can boxes or other materials be stored in the space.

- B. **Sales restrictions:** Exhibitors will be allowed to exchange merchandise and take payments on product (i.e. blue prints, silk arrangements, wall lettering) but must keep all large items at their booth until consumer is ready to leave. Contact the Expo Coordinator for any questionable items.
- C. **Sharing of exhibit space:** No exhibitor shall sublease or share exhibit space with others without prior written permission from BCHBA. All exhibitors must comply with the terms of the Exhibitor's Contract and the BCHBA Home Expo Rules.
- D. **Staffing the exhibit:** By signing an Exhibitor's Contract, exhibitors agree to staff exhibits during all hours that the Expo is open. Any exhibitor that does not comply with this request shall be suspended from participation in the following Expo and shall be eligible for re-application after suspension only after the priority notice deadline.
- E. **Booth display requirements:**
1. Alcoholic beverage consumption is prohibited in booths by exhibitor staff.
 2. Displays must remain within the confines of the booth;
 3. Exhibitors may distribute literature regarding their products only from inside their booth;
 4. BCHBA reserves the right to control the usage and volume of any sound device or instrument;
 5. Exhibitors, their employees, subleases, agents, or assigns will not engage in any conduct, physical or otherwise, that might damage or be detrimental in any way to the Expo or the BCHBA;
 6. All exhibitors may decorate booths as desired except that BCHBA reserves the right to have changed or removed any installation deemed to be detrimental to the best interest of the Expo or the BCHBA (fireproof materials should be used when applicable). Changes requested may include but are not limited to requiring additional screening/curtaining to be added at the exhibitors' expense. Exhibitors shall make every effort to decorate booths in a tasteful and aesthetically pleasing manner as determined by the Committee.
 7. **Any signage exceeding 8' in height may only face the interior of your booth. Name may not be displayed on the back side (unless signage is hanging within your block of booths).**
- F. **Giveaway items:** The Committee must approve all giveaway items. No item may be given away that competes with the sale on any item in the concession area. This includes, but is not limited to popcorn, beverages, nachos, sandwiches, veggie trays, etc.
- G. **Booth Set-up/Takedown:** All booth displays must be set up by noon on opening day and remain completely set up until closing time on the last day. All booth displays must be removed by noon on Monday following the show.
- H. **Insurance:** Not less than thirty days prior to the first day of the Expo, each exhibitor shall obtain and furnish to the BCHBA a Certificate of Insurance indicating that bodily injury liability coverage with minimum limits of \$500,000 and \$500,000 property damage or a combined single limit of \$1,000,000 is in force. Each exhibitor must add BCHBA as an "additional insured" to his/her policy. If BCHBA does not receive the appropriate Certificate of Insurance, the exhibitor forfeits the space. This space may be resold or reassigned or used by BCHBA as it sees fit, without refund, unless arrangements for delayed occupancy have been approved by BCHBA.

The Certificate of Insurance must also indicate that BCHBA will receive written notice of cancellation of the policy. IF BCHBA receives notice of cancellation, BCHBA will notify the exhibitor that he/she is required to replace that coverage before opening day of the Expo. If the exhibitor does not replace the insurance before opening day of the Expo, the exhibitor forfeits the space. This space may be re-rented or used by BCHBA as it sees fit, without refund, unless arrangements for delayed occupancy have been approved by BCHBA.

The BCHBA will not be liable for any loss or damage to the property of the exhibitor, or to its employees, agents, assigns or guests, due to theft, vandalism, fire, smoke, water from any source, electric current or failure of same, accident of any kind or from any other cause whatsoever, and will not be liable for injuries to the exhibitor, his/her employees, agents, assigns guests or Expo attendees, for damages or injuries arising from or in any way connected with the use or occupancy of space in the Expo. The exhibitor agrees to indemnify and hold harmless the BCHBA, its employees, agents, or assigns, against any and all claims of any person whatsoever, arising out of acts or omissions of the exhibitor, his employees, agents, assigns or guests.

IX. Cancellations/Failure to occupy space

- A. **Exhibitor cancellations:** A refund for exhibitors who request cancellation may be issued until the date listed on the Exhibitor's Contract as per the Contract for Exhibit Space.
- B. **Failure to occupy space:** Any space not occupied or any booth not completely set up by noon on the day the Expo opens will be forfeited by the Exhibitor, and this space may be re-rented or used by BCHBA as it sees fit, without refund, unless arrangements for delayed occupancy have been approved by BCHBA. In addition to forfeiture of entry fee and space, the exhibitor shall be eligible for re-application for the next Expo only after the priority notice deadline.
- C. **Expo cancellation:** BCHBA is not liable for Expo cancellation due to weather or other events of nature, acts of God, strikes, acts of war, terrorism or civil disobedience, or other causes beyond its control. Thereby, if for any reason the show closes, no refund will be given. The BCHBA also reserves the right to cancel The Home Expo should market conditions arise other than those stated above that would be in the best interest of the event, the BCHBA and its members. Such cancellation shall create no liability by BCHBA and only under these circumstances would a full refund of monies paid to BCHBA be refunded.

In addition, the BCHBA reserves the right to modify show hours in the event the Green Bay Packers play in the NFC Championship game. Suggestions on implementing modified hours will be accepted in writing with the return of your contract.

X. Special Events Committee

- A. **Definition:** The Chair and Vice Chair of the Expo shall have authority set forth in these Rules and Regulations to act on behalf of the Committee. The Committee, in conjunction with BCHBA staff, is responsible for the administration of the Expo and shall have all of the authority set forth in these Rules and Regulations to administer these Rules and Regulations. Per the bylaws of BCHBA, the Committee makes recommendations to the BCHBA Board of Directors, which holds final authority for all items related to the Expo and the Committee.

XI. Miscellaneous

- A. **Additional rules/penalties:** In addition to the rules and penalties listed elsewhere in these policies, the Committee and BCHBA may establish additional rules and penalties as shall be deemed necessary for the Expo. Penalties established may carry suspension from participation in future Expos. The maximum suspension penalty shall be suspension from the Expo for a maximum of the next two Expos, with eligibility for reallocation after suspension only after the priority notice deadline. Notice of all penalties imposed by the Committee will be mailed to the party assessed within ten days of decision.