



**NEW EXHIBITOR CONTRACT**

**Show Dates: Saturday & Sunday, March 20 & 21, 2010**

This reservation form is for **NEW** exhibitors to the 2010 Home Show, held at the E-ventplex at the Great Frederick Fairgrounds, March 20 & 21, 2010. By completing and signing this form, it becomes a legal contract between the Frederick County Builders Association (hereinafter referred to as "FCBA") and the undersigned representative below (hereafter referred to as "Exhibitor") upon acceptance by FCBA and is based upon the terms set forth below and on the enclosed copy of the "Rules and Regulations", which must be strictly adhered to by the Exhibitor, their employees and representatives. Please read it carefully!

- To reserve a booth in the 2010 show, FCBA must receive your completed reservation form and \$400/booth deposit, which includes a \$50 non-refundable application fee, by Monday, December 21, 2009.
- Reservations received after Monday, December 21, 2009 will require a completed reservation form and **FULL** payment for booth space and application fee.
- All outstanding balances are due by January 29, 2010 or FCBA reserves the right to release reserved spaces to other exhibitors.
- Request for refunds must be submitted in writing to: Frederick County Builders Association, 186 Thomas Johnson Drive, Suite 204, Frederick, MD 21702, Attn: Donna and received by Monday, December 21, 2009. After Monday, December 21, 2009, refund requests will not be accepted and all prior payments to FCBA will be forfeited.
- **A 10% late fee will be assessed for outstanding balances received on or after Monday, February 1, 2010.**
- **Only FCBA members in good standing are eligible for exhibit space in Building 9.**

**NO RESERVATIONS WILL BE ACCEPTED WITHOUT THIS SIGNED FORM AND DEPOSIT.**

We understand that this contract will not be binding or in effect until deposit payment is received by FCBA. All Rules and Regulations of the show are a part of this contract; and we agree to comply with them, taking the space given for display purposes under the terms and conditions set forth in the supplied Rules and Regulations.

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Business \_\_\_\_\_ Builder Registration #: \_\_\_\_\_ MHIC #: \_\_\_\_\_ Other: \_\_\_\_\_

Booth size:  8'x10'  10'x10'  Outside Space

Method of Payment:  Check Amount: \$ \_\_\_\_\_ (Enclosed/Mailing)  Visa  MasterCard Amount to be applied: \$ \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ \*3 Digit Security Code: \_\_\_\_\_  
(\*Number found on back of credit card.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return completed, signed form with payment to:**

The Frederick County Builders Association • 186 Thomas Johnson Dr, Ste 204• Frederick, MD 21702  
 Phone 301-663-3599 x 101 • Fax 301-663-1966 Attn: Donna

	Booth Size	FCBA Mbrs.	Non-Mbrs.
<b>Building 9</b>	8x10	\$675	N/A
	10X10	\$725	N/A
<b>Building 12</b>	8x10	\$550	\$800
	10x10	\$600	\$850
<b>Building 13</b>	8x10	\$525	\$775
	10x10	\$575	\$825
<b>Building 14</b>	8x10	\$500	\$750
<b>Building 14A</b>	8x10	\$500	\$750
	10x10	\$550	\$800
<b>Outside Space</b>		\$475	\$725
<b>FCBA Mbrs. Only: 2 Booths – No Discount</b> <b>3 Booths – 10% Discount</b> <b>4 Or More Booths – 15% Discount</b>			

## **Rules and Regulations**

**Please read carefully. These rules are part of your contract.**

1. All Exhibitors must provide FCBA with an insurance certificate naming FCBA, Frederick Co. Agricultural Society, Inc. and the Great Frederick Fair, Inc. as certificate holder.
2. Exhibitors must hold all necessary licenses and/or registrations as may be required by local, state and/or Federal government agencies to conduct or perform his/her business or trade.
3. No booth space may be assigned, sublet, or shared with another firm, either partially or in its entirety, without written consent of FCBA. No Exhibitor shall exhibit in his/her space any other goods, apparatus, service, advertising signs, or distribute brochures, business cards, etc., other than those sold, manufactured or issued by him/her in his/her regular course of business without written consent from the show management. Violation of this rule shall be cause for eviction without refund.
4. Only products or services pertinent to or closely related to the theme of the show will be permitted.
5. Due to the number of companies exhibiting similar or related product lines, FCBA cannot guarantee that a company exhibiting the same or similar products will not be located in an adjoining or nearby booth space.
6. FCBA reserves the right to change the floor plan without notice if, at its sole discretion, it deems necessary to do so to provide a more satisfactory, attractive and successful show.
7. FCBA reserves the right to prohibit any exhibit that violates the spirit or letter of these stipulations and the character of the Home Show.
8. EXHIBITORS MUST ABIDE BY ALL FIRE REGULATIONS AND/OR DECISIONS OF REPRESENTATIVES OF THE LOCAL FIRE DEPARTMENT. ALL MATERIALS AND DECORATIONS USED IN BOOTHS MUST MEET FREDERICK COUNTY FIRE DEPARTMENT STANDARDS FOR INFLAMMABILITY. NO EXHIBIT IS ALLOWED TO EXTEND BEYOND THE PRESCRIBED DIMENSIONS AND FLOOR SPACE OF YOUR ASSIGNED BOOTH(S), NOR SHALL IT IN ANY WAY INTERFERE WITH DESIGNATED FIRE OR EMERGENCY EGRESS. ABSOLUTELY, NO OPEN FLAMES ARE PERMITTED INSIDE ANY OF THE EXHIBIT BUILDINGS.

### **Exhibit Equipment**

1. Booth space rental includes pipe and drape dividers and one exhibit location sign (7"x44") attached to the top of the back draped wall with the company name of the Exhibitor. Any additional furnishings such as tables and chairs, carpeting, lighting are the responsibility of the Exhibitor and may be rented through Penn State Exhibitions.
2. All exposed parts of a display must be finished or covered so they do not present an unsightly appearance when viewed from adjoining booths or aisles.
3. Exhibitors that require electricity must supply their own 50-foot, 15-amp professional grade extension cord, and are responsible for connecting it to the nearest power source. **An extension ladder will be necessary if your booth space is in a center aisle booth.** FCBA does NOT provide extension cords, ladders or assistance with installing such electrical cords.
4. The use of loudspeakers, radios, televisions, or other audio equipment, or the use of operating machinery that is of sufficient volume to annoy neighboring exhibitors will NOT be permitted. Sound from any and all audio presentations must NOT be broadcast beyond the immediate area of display.
5. Product demonstrations shall not in any way obstruct the aisles or interfere in the orderly transaction of business in neighboring exhibits.
6. Exhibitors shall distribute printed matter or other appropriate material **ONLY** within the limits of their space. No aisle space or other public areas maybe used by exhibitors.
7. Dispensing or serving of food or beverages from the booth must be approved by FCBA in advance of the Home Show. It is the responsibility of the Exhibitor to obtain the required health permit, if applicable, from the Frederick County Health Department.
8. No cash and carry sales other than contracted food concessions shall be permitted, with the exception of cookie sales by the Girl Scouts.
9. Exhibits must be open and staffed **AT ALL TIMES** during Show hours. Exhibitors are responsible for keeping their area clean and neat at all times.
10. Nothing shall be nailed, stapled, or otherwise attached to walls, floors, or other parts of the exhibit buildings or to drapes furnished by FCBA. If damage should occur, Exhibitor will be invoiced for all expenses involved in the repair or replacement of damaged property.
11. Security will be provided by FCBA during no-show hours from 7:00 p.m. Friday until 7:00 a.m. Monday. Exhibitors are discouraged from leaving anything of value unattended in their booth at any time. All furnishings provided and installed by the Exhibitor should be marked clearly with the name of the Exhibitor to prevent theft and loss.

### **Move-In**

Construction and installation of exhibits are allowed during the following hours: 8:00 a.m. – 7:00 p.m., Thursday, March 18 and Friday, March 19. Landscape and other exhibits, which require major construction and heavy equipment that might disrupt the installation of adjoining exhibits, are encouraged to begin construction and installation of their displays on Tuesday, March 16, at 8:00 a.m. ALL exhibits must be entirely completed and the exhibit area made clean and tidy prior to the 9:00 a.m. opening of the Home Show on Saturday, March 20.

### **Move-Out**

**Exhibitors shall NOT be permitted to break down their display prior to the official closing of the Show at 4:00 p.m. on Sunday, March 21.**

All exhibitor displays and materials, including landscape products such as soil, mulch and gravel, MUST be completely removed no later than 12:00 noon, Monday, March 22. Exhibitor will be responsible to surrender his/her booth space in the same condition as it was when first occupied. If you erect a tent on the Fairgrounds, you must fill all holes in the blacktop resulting from installation of the tent prior to leaving after teardown. Exhibitor will be subject to charges incurred by FCBA to restore the premises to its original condition.

### **Parking**

No parking is permitted in posted or marked fire lanes. Exhibitors may temporarily park to unload during move-in, but no vehicle shall remain in the area after it has been unloaded. On Show Days: Positively **NO** parking will be permitted on Show days in the exhibit area in front of Buildings 13, 14 and 14A or adjacent to any exhibits in this general area; handicapped parking spaces will be reserved strictly for handicapped drivers; Exhibitors will be encouraged to park on the back side of Buildings 13, 14 and 14A.

### **Liability**

1. Neither FCBA, the owner of the facility, members of the Home Show Committee, nor its officers, directors, employees, or any of their agents shall have any liability for any personal injury to the Exhibitor or its officers, guest, agents, or employees or to any other person in attendance at the Home Show; or for any damage or loss to any property of the Exhibitor or any of its officers, agents or employees or of any person in attendance at the Home Show; whether such injury, damage or loss occurs prior to, during, or after the Home Show, unless such injury, damage or loss is the direct result of the gross negligence or willful act of one or more of such parties. It is the Exhibitor's responsibility to take all necessary precautions to secure their exhibit and display items.
2. The Exhibitor, on signing the Contract, expressly releases such parties from and agrees to indemnify them against any and all claims for such injury, damage or loss and hereby waives same.
3. Signing this agreement gives FCBA permission to publish your company name as a participant.
4. If your assigned exhibit space becomes unavailable due to Fairground construction, weather, or other unforeseen circumstances, and it impacts your reservation, FCBA agrees to renegotiate your booth location, if possible, or refund payments made in full. FCBA will not be held liable for loss or damage due to weather.