



ROC HOME & GARDEN SHOW & SALE

Terms and Conditions

Effective Date: _____

These Roc Home & Garden Show & Sale Terms and Conditions ("Terms and Conditions") and the exhibit registration ("Exhibit Registration") (collectively, this "Agreement") govern participation in the Roc Home & Garden Show (the "Show") organized by Rochester Home Builders Association, Inc. ("Association"). By registering for the Show, paying any fee associated with the Show, or participating in the Show, the undersigned exhibitor ("Exhibitor") agrees to be bound by this Agreement in its entirety.

- I. **Eligible Exhibits.** The Association reserves the right to decline or to prohibit any products, services, giveaways, contest, or portions thereof and to permit only such matter or conduct as shall be approved by the Association, and further reserves the right to reject any applications and/or to limit the space assigned to any one exhibitor, industry category or company. The Association reserves the right to alter/move locations of exhibitors without prior notice. The Association reserves the right to cancel any space agreement before or after assignment and/or acceptance if in its sole discretion such action is deemed in the best interest of the Show. Upon canceling an exhibit space, unless Exhibitor is otherwise in default, the Association shall refund the deposit and/or funds currently held without interest or penalty as and for the complete discharge of any and all liability to the Exhibitor.
- II. **Exhibit Space Rules.** Exhibitor agrees to comply with the following rules with respect to the space reserved by the Exhibitor:
 - a. **Installation and Removal.** Exhibitor is responsible for installation and removal of all displays and materials within two (2) days following conclusion of the Show or as otherwise specified by the Association. Materials not removed by the end of the move-out period may be removed and stored or disposed of at Exhibitor's sole expense. Exhibitor agrees not to dismantle nor remove any part of his exhibit until after the conclusion of the Show. Any early dismantling or removal shall be subject to a fee of \$250.
 - b. **Attendance.** Exhibitor agrees to man assigned space at all times during Show hours and maintain assigned space in good order and surrender such space in the same condition at the commencement of occupancy, ordinary wear excepted.
 - c. **Additional Rules/Prohibited Activities.**
 - i. Exhibitor agrees that all exhibit decorations will be fireproofed.
 - ii. Exhibitor agrees to not use microphones, amplification or noisemakers.
 - iii. Exhibitor agrees to report to the Association registration area prior to any exhibit setup.
 - iv. Exhibitor agrees to pay for any extraordinary trash removal costs resulting from construction and/or removal of his/her display.
 - v. Exhibitors must adhere to New York State sales tax requirements.
- III. **Payment Terms.** Exhibitor agrees to pay all fees, applicable charges, and other amounts due and payable in the Exhibit Registration and these Terms and Conditions. The Association reserves the right to assess a service charge on payments made by credit card. By providing credit card information on the Exhibit Registration or otherwise to the Association, Exhibitor authorizes the Association to charge such card for all deposits, fees, and any other amounts due under this Agreement.
- IV. **Withdrawal by Exhibitor.** Exhibitor may withdraw upon written notice to office@findthehomepros.com prior to January 1st of the year in which the Show is scheduled. In such event, all deposits shall be non-refundable, and the Association shall refund any amounts paid in excess of the deposit. In the event Exhibitor withdraws after January 1, Exhibitor shall remain liable for the full exhibit fee, all amounts paid shall be retained by the Association, and no refunds shall be issued.
- V. **Collection Policy.** Exhibitor agrees to pay any and all costs incurred by the Association to collect all or any portion of unpaid monies due and owing to the Association, including reasonable attorneys' fees. Exhibitor agrees to pay a \$30 insufficient fund/declined credit card fee per occurrence.
- VI. **Show Cancellation.**
 - a. **Force Majeure.** If the Association determines, in its sole discretion, that the Venue (defined below) has become unfit for occupancy, or if the Venue is materially interfered with or failures arise out of causes beyond the Association's control by reason of strike, embargo, injunction, pandemic, act of war, act of God, inclement weather, any other emergency, or any act or event, epidemics, quarantine restrictions, electrical outages, computer or communications failures, acts or omissions of third parties, including lease of space (each, a "Force Majeure Event"), the Show may be cancelled, postponed, or modified by the Association. Upon the cancellation, postponement, or modification of the Show due to a Force Majeure Event, Exhibitor agrees that it shall have no

claim for damages or compensation of any kind, and that its sole and exclusive remedy shall be, at the Association's option, (i) application of fees paid as a credit towards a rescheduled event, or (ii) a refund or credit of amounts paid, less a reasonable allocation of expenses incurred in connection with the Show.

- b. **Non-Force Majeure.** Unless otherwise set forth herein, if the Association cancels the Show for reasons other than a Force Majeure Event, the Association shall refund fees paid within sixty (60) days of cancellation. This refund shall constitute Exhibitor's sole and exclusive remedy in such event.
- VII. **Transferability.** Exhibitor shall not assign, sublet or apportion the whole or any part of its allotted space, nor display any goods or services other than those manufactured or sold by the Exhibitor in the regular course of business.
- VIII. **Venue Rules.** Exhibitor shall comply with all rules, regulations, policies, and requirements of the building, convention center, and/or facility at which the Show is held (the "Venue") as well as those of the owner, operator, manager, or controlling entity of the Venue (collectively, the "Venue Operator"), including without limitation all fire, safety, security, insurance, and operational requirements. Exhibitor agrees to abide by any instructions or directives issued by the Venue and the Venue Operator, as well as any service providers and representatives designated by the Venue and the Venue Operator. In the event of any conflict between this Agreement and the rules or requirements of the Venue and/or the Venue Operator, the more restrictive provision shall control. Any failure by Exhibitor to comply with the foregoing may result in removal from the Show without refund and at Exhibitor's sole cost and expense.
- IX. **Food and Beverage Exhibitors.** No Exhibitor shall distribute, sell, or sample any food or beverages without the prior written consent of the Association and the Venue Operator. Exhibitor shall obtain all necessary permits and approvals, comply with all health and safety regulations, and pay any applicable fees required by the Association and the Venue Operator. Exhibitor shall conduct all food and beverage activities in a manner that does not interfere with neighboring exhibitors or the operation of the Show. The Association reserves the right to restrict or prohibit any activity that produces excessive noise, odors, smoke, heat, or crowding. Exhibitor is solely responsible for the proper disposal of all waste, including grease, food waste, and packaging. Exhibitor shall maintain its space in a clean and sanitary condition at all times and shall be responsible for any cleaning costs or damage resulting from its operations. Failure to comply with this provision may result in immediate cessation of such activity and/or removal from the Show without refund.
- X. **Electricity.** Exhibitor shall be entitled to use only the electrical service specifically allotted to and provided within its assigned exhibit space. The use of extension cords, power strips, generators, or any other electrical devices or connections not approved or provided by the Association or the Venue Operator is strictly prohibited. Exhibitor shall comply with all applicable electrical, fire, and safety codes, as well as all Venue requirements. Any unauthorized use or modification of electrical service may result in immediate termination of Exhibitor's participation in the Show and removal from the Venue without refund. Exhibitor shall be responsible for, and shall reimburse the Association and the Venue Operator upon demand for, any and all costs, damages, fines, or expenses incurred by the Association or the Venue Operator arising out of or related to Exhibitor's failure to comply with this provision.
- XI. **Professional Conduct.** Exhibitor and its representatives shall at all times conduct themselves in a professional and respectful manner. Behavior that is abusive, harassing, threatening, discriminatory, or otherwise inappropriate toward attendees, other exhibitors, the Association staff, or the Venue personnel will not be tolerated.
- XII. **Compliance with Law.** Exhibitor shall comply with all applicable federal, state, and local laws, ordinances, and regulations in connection with its participation in the Show, including those governing the sale of goods, product safety, licensing, and employment.
- XIII. **Limitation of Liability.** The Exhibitor agrees to make no claim for any reason whatsoever against the Association and or Show sponsors or hosts including claims for loss, theft, damage or destruction of goods, nor for any injury to himself or employees while Show is in progress, set up or move out. The Association's total aggregate liability to Exhibitor shall not exceed the fees actually paid by Exhibitor to the Association.
- XIV. **General Liability Insurance.** Throughout the period that the Exhibitor shall participate in the Show, the Exhibitor shall maintain comprehensive and liability insurance to protect their interest for the duration of the Show including set-up and take down periods. The policy shall provide coverage of at least \$1,000,000 for separate occurrence and \$2,000,000 in the aggregate and will name the Association and its successors and assigns as additional insured.
- XV. **Indemnification.** Exhibitor shall defend, indemnify, and hold harmless the Association, the Venue, the Venue Operator, and their respective owners, officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Exhibitor's participation in the Show; (b) any negligent or wrongful act or omission of Exhibitor or its representatives; (c) any breach of this Agreement by Exhibitor; or (d) any product or service displayed, demonstrated, or sold by Exhibitor.
- XVI. **Show Prizes.** Exhibitor agrees to submit names, addresses and phone numbers of all booth prize winners by the close of Show and award prizes within one week. All contact, mailing or telephone lists generated as a result of such raffles, drawings, or contests are for the exclusive use of the Exhibitor which conducts same. Exhibitor agrees that such information or lists will not be given, sold, or transferred to any other firm, individual or third party.
- XVII. **Termination/Removal for Cause.** Association may, in its sole discretion, without notice, remove Exhibitor or any of its representatives from the Show, or terminate Exhibitor's participation in the Show either before or during the Show, for violation of this Agreement or any applicable rules. In such event, Exhibitor shall not be entitled to any refund of fees paid.

- XVIII. Association Rights.** In addition to any of the rights otherwise set forth in this Agreement, Association reserves the right, in its sole discretion without any liability to the Association to:
- a. Determine the eligibility of Exhibitors and exhibits for the Show.
 - b. Reject or remove exhibits, Exhibitors, Exhibitor personnel or promotional activities that the Association considers objectionable, inappropriate, disruptive, or dangerous.
 - c. Change or modify the layout of the Show and/or relocate exhibits or Exhibitors to comparable space.
 - d. Change the date, location and duration of the Show.

XIX. General Provisions.

- a. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. The parties hereto agree that the exclusive venue and place of trial for the resolution of any disputes arising in connection with the interpretation or enforcement of this Agreement shall be either the United States District Court for the Western District of New York, Rochester, New York or the Monroe County Supreme Court, Rochester, New York.
- b. Assignment. Exhibitor may not assign or transfer its interest or obligations in this Agreement without the prior written consent of the Association.
- c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.
- d. Entire Agreement. This Agreement contains the entire understanding between or among the parties hereto and supersedes any prior understandings, memoranda or other written or oral agreements between or among any of them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among any of the parties relating to the subject matter of this Agreement which are not fully expressed herein or therein.
- e. Partial Invalidity. If any provision of this Agreement shall be held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. In the event that any provision under this Agreement is found to be unreasonable or otherwise invalid in any jurisdiction, in whole or in part, the parties hereto acknowledge and agree that such provision shall remain and be valid in all other jurisdictions.
- f. Headings. The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- g. Non-Waiver. No failure of the Association to exercise any power given to it in this Agreement, or to insist upon strict compliance with respect to any obligation or condition of this Agreement, and no custom or practice at variance with the terms of this Agreement shall constitute a waiver of its right to demand strict compliance with the terms of this Agreement or any other agreement then in force between the Association and Exhibitor.
- h. Independent Counsel. This Agreement has been prepared by counsel for the Association in the interests of the Association and the Exhibitor acknowledges that this Agreement was neither drafted on the Exhibitor's behalf nor in the Exhibitor's interest and the Exhibitor further acknowledges and waives any conflict of interest on the part of said counsel. The Exhibitor hereto further acknowledges and represents that it has read and understands the terms and conditions hereof and that it has been advised to consult with an attorney of its choosing, other than counsel for the Association, prior to entering into this Agreement and that it has so consulted with its attorney or after a sufficient opportunity to do so, it has knowingly and voluntarily elected to waive its right to consult an attorney. Accordingly, the terms and conditions hereof shall be construed without reference to any presumption or rule of construction which takes into account the source or drafter of the language at issue, or which construes such language against the drafter or the party represented by such drafter.
- i. Enforcement Expenses. In the event the Association incurs legal expenses to enforce, defend or interpret any provision of this Agreement, the Association will be entitled to recover from Exhibitor such legal expenses, including reasonable attorneys' fees, costs of investigation, expert fees, costs and necessary disbursements, in addition to any other relief to which such the Association may be entitled.
- j. TRIAL BY JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE ASSOCIATION AND THE EXHIBITOR HEREBY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY DISPUTE BETWEEN THE ASSOCIATION AND THE EXHIBITOR RELATED TO THIS AGREEMENT.
- k. Authority. The Exhibitor represents and warrants to the Association that the individual executing this Agreement has been duly authorized and directed to do so by all appropriate consents and approvals of the Exhibitor.

By signing below, or by completing and submitting the online registration form, Exhibitor acknowledges that it has read, understands, and agrees to be bound by this Agreement. Submission of the online registration form shall constitute acceptance of this Agreement and shall have the same force and effect as an executed signature.

Exhibitor Name (Individual or Entity): _____

By (Signature): _____

Print Name: _____

Title (if signing on behalf of an entity): _____

Date: _____

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