

**Show Dates:**  
**March 23 & 24 2019**  
**Sat. 10 am to 6 pm**  
**Sun. 10 am to 5 pm**



**EXHIBIT SPACE APPLICATION AND AGREEMENT**

This is a contract between Tidewater Builders Association and: \_\_\_\_\_  
 for exhibit space in the 2019 Mid-Atlantic Home & Outdoor Living Show.

Name of Exhibiting Firm (Responsible for Payment) \_\_\_\_\_  TBA Member  TBA Nonmember

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

Phone \_\_\_\_\_ Emergency phone (after 5 p.m.) (required) \_\_\_\_\_

Name of company/Trading Business as (if applicable) \_\_\_\_\_

Name of individual to receive show correspondence and address, if different from above \_\_\_\_\_

Point of contact's email address for show information and updates (required) \_\_\_\_\_

Product or nature of exhibit to be displayed (must be completed) \_\_\_\_\_

Number of staff persons who will need entry to the show \_\_\_\_\_

Booth space requested as numbered on official floor plan. 1st Choice \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_

*TBA reserves the right to alter or relocate booth positions for reasons deemed necessary.*

I agree to the conditions, rules and policies as set forth in the Show Rules of Participation and exhibitor guidelines. I agree to pay \$ \_\_\_\_\_, the total rental amount for booth(s) requested. *If a credit card is on file TBA has the right to process respective payment(s) pursuant to the terms of the Exhibit Space application and agreement.*

Additional information \_\_\_\_\_

- Payments—
- I understand a 50% deposit must accompany this agreement.
  - I understand **Balance** must be paid in full by February 12, 2019.
  - I understand cancellations will not be accepted after January 8, 2019 and all cancellations must be submitted in writing.

Authorized by (print name & title) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Accepted by (TBA) \_\_\_\_\_ Date \_\_\_\_\_

**Show Guide Marketing-**  check here if you are interested in receiving information regarding ad space.

Show is managed by Tidewater Builders Association; Checks should be made out to Tidewater Builders Association and returned with this agreement to: Tidewater Builders Association, 2117 Smith Avenue, Chesapeake, VA 23320. **Fax: 757-420-5539 Email: [tnobles@tbaonline.org](mailto:tnobles@tbaonline.org)**. While we try to limit how many locations sell the same product- exclusivity is not promised.

| PAYMENT METHOD                 |                |
|--------------------------------|----------------|
| _____ Check                    | _____ MC       |
| _____ VISA                     | _____ AMX      |
| Exp. Date: _____               | CRV Code _____ |
| Name on Card: _____            |                |
| Account #: _____               |                |
| Amount to be charged: \$ _____ |                |
| SIGNATURE: _____               |                |

| FOR TBA USE ONLY           |
|----------------------------|
| Sales Representative _____ |
| Total Space Cost \$ _____  |
| Date _____                 |
| Deposit/Other \$ _____     |
| Space # Reserved _____     |
| Balance Due \$ _____       |

# Show Rules of Participation for the 2019 Mid-Atlantic Home & Outdoor Living Show

## Please read carefully. These rules are part of your agreement.

1. All exhibitors must provide show management with an insurance certificate prior to erecting a display.
2. Exhibitor Badges- Exhibitor badges will be in your packet. No Exhibitor will be permitted entry without an exhibitor badge.
3. Exhibitors must obtain written approval from show management to use microphones.
4. Exhibit space must be able to contain a reasonably sized audience if demonstrations are planned. Aisles cannot be blocked.
5. All exposed parts of a display must be finished or covered so it does not present an unsightly appearance when viewed from adjoining booths or aisles.
6. Prizes/Drawings/GiveAways The winners of all contests and drawings conducted during the show must be drawn before the show ends and the name & contact info of the winner given to show management that day. Exhibitor is encouraged to conduct drawings and give souvenirs, etc., but no Exhibitor may advertise or distribute tickets for prizes and giveaways which are contingent upon a purchase, nor conduct any other promotions with obligations imposed. In order to conduct giveaways and drawings during show, Exhibitors must submit to Show Management two (2) weeks prior to show opening a description of the prize and when the drawing will be held.
7. ELIGIBLE EXHIBITS. Exhibitor may only display products or services sold by him in his regular course of business & are listed on your space agreement. Only products or services pertinent to or closely related to the theme of the show will be permitted. Tidewater Builders Association (from here and throughout known as TBA) reserves the right to determine the display eligibility of any company or product.
8. BOOTH EQUIPMENT. TBA agrees to furnish exhibit space as per the Exhibit Space Application and Agreement, and exhibit sign bearing the name of the Exhibitor and Exhibitor badges. All materials and decorations used in booths must meet city fire department standards for inflammability. HELIUM-FILLED BALLOONS ARE NOT ALLOWED. No exhibit will be permitted to protrude into adjoining booths, electrical and drain aisles, or traffic aisles. Booths: Sides can exceed 3' in height only half the distance from the back of booth (excludes outdoor living & specialty areas as designated by show management).
9. FOOD/BEVERAGE EXHIBITORS. Exhibitors selling food/beverage items and/or offering sampling must be pre-approved by the Virginia Beach Convention Center (VBCC). The VBCC Food Sampling Form can be downloaded by visiting [www.visitvirginiabeach.com](http://www.visitvirginiabeach.com) – click on the Event Planner tab - Forms, Advisories and Contractors. A pre-approval from VBCC is required before submitting the Exhibitor Space Application and Agreement form. Food vendors also need a temporary event permit from the Virginia Beach Dept. of Health. Visit [www.healthyvb.com](http://www.healthyvb.com) – on the left margin, click on the link titled Special Events/Temporary Permits. You must register with the VDH 10 days prior to the event dates.
10. SUBLETTING. *No booth space may be assigned, sublet, or shared with another firm, either partially or in its entirety, without the written consent of TBA.* No Exhibitor shall exhibit in his space any other goods, apparatus, service, advertising signs, etc., other than those sold or manufactured by him in his regular course of business without written consent from show management. Violation of this rule shall be cause for eviction without refund.
11. PAYMENTS AND REFUNDS. No exhibitor will be permitted to set up until all outstanding indebtedness is paid. No deposit refund will be made if an Exhibitor cancels after Jan 8, 2019 and Exhibiting Company will be responsible for the entire booth rental fee. Contract cancellation requests must be submitted in writing. No refund on booth space will be made to any Exhibitor who is asked to leave the show because of illegal operations, violation of show rules or City Ordinances, nor shall TBA be liable for any expenditures attendant to such termination. In the event of cancellation of the show by 1/8/19, all deposits and fees will be returned to Exhibitor, but TBA will not be liable for damages or extra expenses attendant to cancellation. If a credit card is on file TBA has the right to process respective payment(s) pursuant to the terms of the Exhibit Space application and agreement.
12. SPACE AGREEMENT. All exhibits must be in order with all packing cartons and trash disposed of prior to the show opening. Exhibitor will be responsible to surrender, at the close of the show, his space in the same condition it was when occupied. In the event of damage, Exhibitor will be subject to damage claims as are necessary to restore space to its original condition.
13. OPEN HOURS AND STAFFING. Booths should be staffed during all open hours of the show. Hours for the 2019 show will be 10 AM - 6 PM on Saturday, 10 AM - 5PM on Sunday. Booth staff will be admitted one hour before show opens and will not be allowed to remain in the show more than 30 minutes after show closes. Cash and carry sales from booths are permitted, but Exhibitor must file appropriate sales tax reports. All promotions and souvenirs must adhere to generally accepted standards of good taste. All promotional and sales activity must be confined to the contracted booth space. All sound-making equipment or promotions shall be maintained at a level acceptable to show management. Exhibitor agrees to conduct business in a professional and ethical manner and will adhere to accepted standards of good salesmanship. Appropriate dress is required for sales personnel. All signs must be professionally produced—absolutely no hand written signs may be displayed.
14. SPECIAL SERVICES. Electricity, water, and other utilities if available, may be secured through the facility. The facility retains the right to install electrical service panels in necessary locations. Every attempt will be made to locate camlocks outside booth space. Forklift, cleaning, drayage, show rentals and other services available through show decorator. TBA will not handle exhibitor shipments to the facility. Arrangements should be made through the Show Decorator.
15. VEHICLES. No vehicles will be permitted inside the show area without prior approval from show management. If a vehicle is used in an exhibit, Exhibitor must contact show management for specific rules governing vehicles.
16. SECURITY. TBA will make every attempt to protect Exhibitor displays, but TBA will not be responsible for, nor will it guarantee the Exhibitor against loss of any kind. Exhibitor agrees to indemnify and hold harmless TBA and its co-sponsors, the facility, the developer and the city, from and against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cause of actions of any and every kind and nature arising or growing out of, or in any way connected with Exhibitor's activities on the property of event. Property and Liability Insurance for each exhibit is to be carried by the Exhibitor at his own expense; proof of such insurance is required by TBA.
17. CUTTING OF MATERIALS. No cutting, to include but not limited to pavers and wood, is allowed in the halls or on the loading dock. Contact your TBA Sales Rep for approved area.
18. MATERIALS SUBJECT TO LICENSE OR RESTRICTION: Exhibitor shall bear sole responsibility and liability for any and all licenses and/or fees which arise under United States Copyright Law. Within the exhibitor's leased space and within such space as the exhibitor may use for the presentation of any lecture, demonstration and/or performance, this responsibility and liability shall apply to all performances, both live and recorded, of music or other materials subject to restriction and/or license.

19. SPECIAL RULES. Exhibitor agrees to abide by all Federal, State, City, and Show regulations now in existence or that may hereafter be made. Signing this agreement gives TBA permission to publish your company name as a participant. TBA reserves the right to discontinue any exhibit in violation of show rules and to terminate this agreement, with or without cause, at any time during the term hereof without liability of any kind. No verbal agreements will be recognized by TBA. TBA reserves the right to alter or relocate booth positions for reasons deemed necessary. All disputes, arising from any cause whatsoever, among Exhibitors shall be resolved by TBA whose decision shall be final.

20. APPLICABLE LAW; FORUM; LEGAL FEES. This agreement will be governed by Virginia law. Jurisdiction and venue of all disputes is permitted in the Circuit Court and General District Court, Chesapeake, Virginia. Exhibitor will pay to TBA on demand all legal fees and costs incurred by TBA in any proceedings to enforce this Agreement.

2019 MAHOL Show

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**Authorized Signature**

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**Date**

Sign and return both the Exhibit Space Application/Agreement, and the Show Rules of Participation to TBA. Fax to 420-5539 or email [tnobles@tbaonline.org](mailto:tnobles@tbaonline.org)

11/13/2018