



# 2012 Home and Garden Show

## Contract for Magazine Advertising and Home Show Booth Reservation

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email address \_\_\_\_\_

Website \_\_\_\_\_

As discussed with \_\_\_\_\_

the following space has been requested: \_\_\_\_\_

2nd choice: \_\_\_\_\_ 3rd choice: \_\_\_\_\_

We understand if requested space is not available we will be notified by the show manager and every effort will be made to obtain satisfactory space.

*Specific Instructions:*

### Important Dates

Home Show event: Saturday, March 3rd 9:00 am to 5:00 pm • Sunday, March 4th 11:00 am to 4:00 pm

**Setup Friday, March 2, 8:00 am – 7:00 pm. NO SETUP PERMITTED ON SATURDAY.**

All doors, except the front and back door, will be locked. Everyone must use the assigned doors only.

Exhibits may not be broken down or removed before 4:00 pm Sunday, March 4th. All exhibits must be removed no later than Noon Monday, March 5th.

Space reservation deadline: January 13, 2012 • Any booth reservation and/or invoice paid after January 13, 2012 will be charged a \$50 late registration/payment fee.

Publication advertisement and booth cancellation deadline January 13, 2012 • Art closing deadline January 27, 2012

I, the duly authorized representative of the above named company, on behalf of said company, subscribe and agree to all the terms, conditions, authorizations and covenants contained in the Home Show Application and Contract and the Rules and Regulations. By submitting this Contract for Publication Advertising and Home Show Booth Reservation, we agree to pay Southern Missouri Home Builders Association for said publication advertising and booth reservation in accordance with the terms and conditions outlined herein, and this constitutes a valid and binding contract between SMHBA and us. **I have read and understand the terms and conditions listed on the reverse side of this agreement.**

Signature: **X** \_\_\_\_\_ Date: \_\_\_\_\_

### Publication Advertising Rates

Business Card .....**\$110** ....\$ \_\_\_\_\_

Double Business Card ...**\$220** ....\$ \_\_\_\_\_

### Booth Reservation Rates

One 12'x10' booth  
w/table & two chairs  
for both days: .....**\$400** .....\$ \_\_\_\_\_

2nd 12'x10' booth  
for both days: .....**\$300** .....\$ \_\_\_\_\_

3rd 12'x10' booth  
for both days: .....**\$250** .....\$ \_\_\_\_\_

4th 12'x10' booth  
for both days: .....**\$250** .....\$ \_\_\_\_\_

5th 12'x10' booth  
for both days: .....**\$250** .....\$ \_\_\_\_\_

6th 12'x10' booth  
for both days: .....**\$250** .....\$ \_\_\_\_\_

Electricity hookup  
for both days: .....**\$30** .....\$ \_\_\_\_\_

### Hospitality Suite Sponsorship

Bronze .....**\$50** .....\$ \_\_\_\_\_

Silver .....**\$100** .....\$ \_\_\_\_\_

Gold .....**\$200** .....\$ \_\_\_\_\_

Platinum .....**\$300** .....\$ \_\_\_\_\_

Less any Deposits received  
or discounts applied: .....\$ \_\_\_\_\_

### Special Discounts and Memberships

HBA members receive \$50 off booth rental

**To become an HBA member** please contact membership coordinator Amanda Niemojka at (417) 256-2422 or email: smhba1@centurylink.net

**Return Contract to:**  
Southern Missouri Home Builders Assoc.  
PO Box 290 • West Plains, MO 65775  
tel. (417) 256-2422 • fax (417) 256-1594  
email: smhba1@centurylink.net

**Send Ad Artwork to:**  
ColorTech Printing, Inc.  
PO Box 827 • West Plains, MO 65775  
tel. (417) 256-8974 • fax (417) 256-4545  
email: vicki@icontx.com

### TOTAL DUE

\$

Invoice terms: Net 30 days

# TERMS AND CONDITIONS FOR PUBLICATION ADVERTISING AND HOME SHOW PARTICIPATION

**Publication Advertising** – The Southern Missouri Home Builders Association (SMHBA) print advertisement is published for and on behalf of the association's membership and to advance the home building profession. SMHBA therefore reserves the right to reject, omit or cancel advertising that it feels is not in the best interest of the membership or the profession. Orders received after space reservation deadline of **January 13, 2012** will not be published for that issue. Verbal or electronic mail orders, without contracts, are not acceptable. Artwork must arrive by the art closing date **January 27, 2012**. Proofs will be available for advertiser to review prior to print run. SMHBA or ColorTech Printing, Inc. is NOT responsible for misspellings or other errors in advertisements. Artwork will be printed as proof indicates if artwork revisions are not received by the art closing date. Artwork should be high resolution (300 dpi) PDF, TIFF or JPEG file formats. SMHBA cannot guarantee accurate color reproduction if a SWOP standard proof is not supplied. SMHBA, or ColorTech Printing, Inc., reserves the right to determine ad placement, although every effort will be made to fulfill placement requests. No conditions, printed or otherwise, appearing on the space order, billing instructions, or copy instructions that conflict with the publisher's stated policy will be binding on SMHBA or ColorTech Printing, Inc. Advertisers and agencies assume liability for content of advertisements and assume responsibility for any claims therefore made against the SMHBA or ColorTech Printing, Inc. Artwork will be destroyed 12 months after the advertiser's last insertion of a specific ad.

**Payment, Billing and Cancellations** – Rates quoted are per insertion. Rates are net. Failure to submit advertisement copy, artwork or payment by **January 13, 2012** will result in cancellation of advertising space in publication. Advertisers who cancel in writing by this date will receive a refund of the advertising fee, less a \$100 processing fee. **No refunds will be issued after January 13, 2012.** An invoice will be sent for advertisement and booth reservation. Payment must be received 30 days after the invoice date. **Any booth reservation and/or invoice paid after January 13, 2012 will be charged a \$50 late registration/payment fee.** No cancellations or changes in publication insertion orders will be accepted after the space reservation closing date of **January 13, 2012**. Cancellations must be received in writing prior to the space closing date. Any advertiser canceling advertisements after the closing date must pay the full space and/or advertising charge. In the event of booth cancellation by the Exhibitor at any time, the Home Show chairman shall have the right to lease the space to anyone else without obligation to return the monies already paid and the right to retain such amount as liquidated damages. Any balance due for the rental booth space is to be paid no later than **January 13, 2012. No exhibitor can set up without full payment of booth(s) leased.**

SMHBA or ColorTech Printing, Inc. is not liable for delays in delivery and/or non-delivery of print advertisement publication in the event of an act of God, action by any governmental or quasi-governmental agency, fire, flood, insurrection, riot, explosion, embargo, legal or illegal strikes, labor or material shortage, transportation interruption of any kind, work slowdown, or any circumstances beyond the control of the SMHBA or ColorTech Printing, Inc. affecting production or delivery in any manner.

**Home Show Booth/Space Assignments** – Space is leased on a first come, first serve basis with space allocation being decided by SMHBA with vendor input requests or mutual consent. Every effort will be made to honor vendors' wishes; however you may be reassigned if previous competitor booths are deemed too close. Southern Missouri Home Builders Association (SMHBA) and Executive Director reserve the right to reassign space allocation for the benefit and betterment of the exposition. Exhibitor agrees to hold harmless the SMHBA home show chairman, sponsoring organization and exhibit supplier from any liability, which may result from booth assignment or any cause.

**Booths and Equipment** – The booth space will include uniform pipe and drape back wall and booth dividers. All other furnishing, equipment, facilities will be provided by the Exhibitor at Exhibitor's expense and responsibility. Each vendor is responsible for the safe set-up of the booth and ensuring any booth display items or hardware does not extend beyond the rented booth space. Each booth is 10 foot deep by 12 foot wide (10'x12'). No exhibited items or booth display hardware may rise higher than 4 feet (4') or block the view of an adjoining booth. The Home Show Chairman shall make any determination of violation and require the exhibitor to move to an alternate booth location or eject the Exhibitor from the show. If a suitable alternate location can not be agreed upon then no refund of booth space rental will be given. Storing of inventory outside of the booth will not be allowed. All empty crates and boxes may be stored under tables within your booth. Fire rules prohibit storage of boxes, crates, or product outside the defined booth area.

**Use of Booths** – All demonstrations and exhibits must be contained within the contracted booth spaces unless involved in a total convention program or demonstration, which has been cleared by home show chairman and is conducted in an authorized

area. No exhibitor shall assign, sub-let or share the whole or any part of the booth space allotted without the express written permission of the SMHBA home show chairman. If a vendor utilizes a vacant space or encroaches upon any used space, they will be billed for the additional space used. All aisle solicitation is absolutely forbidden. Booth attendants must confine their activities within the Exhibitor's booth. Distribution of printed matter shall be restricted to the Exhibitor's booth and must be distributed in a manner that will not interfere with other Exhibitors.

**Installation and Removal of Exhibits** – Each Exhibitor installs and removes his exhibit at his own expense. All exhibits must be completely set up and show ready by **7:00 p.m., Friday, March 2.** Exhibits may not be broken down or removed before **4:00 pm Sunday, March 4.**

**Return of Booth Space** – The exhibitor will vacate the booth space not later than **NOON, March 5** to the West Plains Civic Center in the same condition as when first occupied, normal wear and tear accepted. The exhibitor shall reimburse SMHBA for any stains, etchings, acid or other burns, adhesive residue or other damage or debris caused or left by the exhibitor or its representatives.

**Liabilities** – The Exhibitor is liable for any damage to West Plains Civic Center property or exhibits. The Exhibitor agrees to make no claims for any reason whatsoever, including negligence and/or omissions, against SMHBA, the West Plains Civic Center, and their representatives or agents for: loss, theft, damage, or destruction of goods; injury to himself by virtue of failure to provide space or removal of exhibit, any action of any nature of the above organization or its agents, failure to hold exhibition as scheduled, or for any cause that may render exhibit area unusable. Acceptance of an Exhibit/Exhibitor by SMHBA in no way endorses the Exhibit/Exhibitor's techniques, materials or conclusions. In view of the foregoing, it is suggested that the exhibitor obtain appropriate insurance for loss or damage to exhibit material.

**Cancelled Convention or Exhibit** – SMHBA, its agents, or employees will not be liable if the Home Show is not held as scheduled due to fire, act of God, weather, terrorism, public enemy, labor strike, epidemic, or any law or regulation of Public Authority, which makes it impossible or impractical to hold the Exhibition. If the exhibits are called off on or before **February 1, 2012** then payments for booth space will be returned, except for any actual expense incurred in the connection with the exhibits. If cancelled after **February 1, 2012** no refunds will be made, but rather a credit will be issued to vendor which can be applied to future scheduled SMHBA conventions.

**Licenses and Permits** – The exhibitor, at its own expense, will obtain all licenses, permits and approvals required and pay all taxes, including, but not limited to sales tax, which accrue to it during the Home Show.

**Exhibitor Badges** – Home show passes will be given so vendors can bring as many of their employees or agents as deemed necessary. Vendor badges allow full access to the Home Show; however, in no case can a vendor hire or otherwise give a Home Show badge or pass to a any person that would otherwise need to pay admission fee to attend. If an abuse is identified then Vendor will be notified and held responsible for payment of that person's admission fee.

**Admissions** – The Home Show Chairman will have sole authority over all admissions. All persons visiting the exhibit area will be admitted according to the rules and regulations of the exhibits as issued or amended by the authorized representative of SMHBA.

**Solicitation** – Solicitation or advertising not approved by SMHBA, by an exhibitor or any representative's of an exhibitor's organization on the West Plains Civic Center premises outside the exhibitor's booth or display area is prohibited.

**Disputes and Resolution** – The decision or opinion of SMHBA in the interpretation of this contract shall be final and binding on the Exhibitor. Parties are prohibited from initiating legal action against the other for the purpose of enforcement of this contract. Resolution steps shall be as follows: 1) Both parties shall employ their best effort to resolve any dispute. 2) If dispute cannot be resolved, mediation or standard alternative dispute resolution according to the prevailing laws of the State of Missouri shall be employed. 3) If all other efforts fail, both parties agree to submit to binding arbitration with the costs equally split by both parties.

**Severability** – The enforceability, validity, or legality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal. By signing the Home Show contract, the exhibitor hereby accepts publication advertisement and booth space reservation and participation policies for the SMHBA's 2012 Home Show and agrees to be bound and abide by all of the terms and conditions therein. This agreement shall be governed by the laws of the state of Missouri.