

Carolina Home & Garden Show

March 10, 11, 12, 2017

Hickory Metro Convention Center
Hickory, North Carolina

Contract for Exhibit Space

Company Name: _____
Booth Name (for booth signage): _____
Contact Name: _____
Address: _____
City/State/Zip: _____
Telephone: _____ Fax: _____
E-Mail Address: _____ Web Address: _____
Authorized Signature: _____

Booth Rental & Exhibitor Information:

Booth includes 8' high draped back wall (where appropriate), 3' high draped side walls, 4 badges per 10' x 10' space, complimentary exhibitor tickets. **Tables, chairs and carpet are not included in booth rental.** Exhibitor can choose to rent furnishings from the official show decorator, or bring their own. Information will be sent upon booth assignment regarding shipping, electrical orders, rental of furnishings, etc.

10' x 10' (100 sq. ft) \$500.00 _____ Corner Booth \$550.00 _____

Number of Booths Required: _____ Note: The purchase of 3 or more booths will receive a 5% discount on total booth fee.

*A 50% Deposit is due with application. Space is assigned only with deposit.

Product/Business Description: Please list products or services to be displayed. _____

Major Competitors: We prefer not to be next to the following companies. _____

Total Amount \$ _____ Minimum 50% Deposit Due \$ _____

Payment Options:

Deposit must accompany registration and may be made by check, MasterCard, VISA, or Discover. No contracts will be received without proper payment. No exceptions. Faxed contracts must be paid by **Mastercard, VISA, or Discover. Balance is due on Wednesday, January 18, 2017. If deposit is paid by credit card, the final balance will also be charged to account number given, on Wednesday, January 18, 2017.** Exhibitor agrees to abide by the Rules & Regulations as set forth on the back of this page.

Type of Payment:

_____ Check _____ MasterCard _____ VISA _____ Discover

Credit Card Number: _____ Expiration Date: ____/____/____ Security Code _____

Credit Card Signature: _____

Amount Enclosed: \$ _____

Make Check Payable to: Hickory Mart Shows
Mail with Contract to: 2220 Highway 70 SE, Suite 253
Hickory, NC 28602
Telephone: 828-322-4924 Fax: 828-322-2772

For Internal Use Only. Do Not Write In This Space.

Deposit:

Check Number _____ MC _____ VISA _____ Discover _____
Date Deposit Processed ____/____/____ Amount of Transaction \$ _____ Approval Number _____
Balance \$ _____

Final Payment:

Check Number _____ MC _____ VISA _____ Discover _____
Date Final Balance Processed ____/____/____ Amount of Transaction \$ _____ Approval Number _____
Balance \$ _____

Hickory Mart Shows Exhibit Space Rental Contract

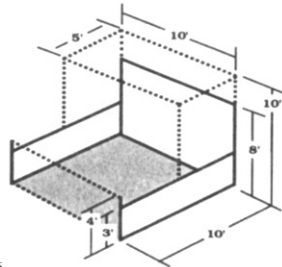
Terms and Conditions

Deposits and Payments: A deposit in the amount of 50% of the charges for all requested booths, exhibit space or other space (collectively referred to herein as the "Exhibit Space") for which application is made must be paid with submission of the application to reserve Exhibit Space. Cancellation of Exhibit Space will result in forfeit of deposit. Payment of balance due is to be paid within three weeks prior to the scheduled opening of the Show. Cancellation of Exhibit Space after that date will result in forfeit of full payment.

Exhibit Space and Exhibits:

General: Booths and exhibits will be arranged so as not to obstruct general viewing of the Exhibit Halls or otherwise obstruct other exhibits. Booths not conforming to standard booth space plans, as shown below, must be approved in writing by Hickory Mart Shows (HMS) prior to the scheduled opening date of the Show.

Standard Booth Exhibits: Standard booths are 10' by 10', have an 8' back wall and 36" side rails (see solid lines on diagram). Exhibit height may not extend more than 2' above the back wall. Booths must be freestanding. Front aisle facing cannot exceed 4' in height. Solid line (—) represents side and back walls which HMS provides. **Side walls may be 10" high and extend up to 5' from back wall.** Broken line (----) represents permitted side wall and back wall extensions



Exhibitor Operations: Exhibitor will keep the Exhibit Space open and staffed at all times during Show hours. HMS reserves the right to restrict noise levels and to impose suitable (in the sole and absolute discretion of HMS) methods of operation and display of materials. If, in the reasonable judgement of HMS, operation of or displays within any Exhibit Space is deemed objectionable or in any way adverse to the professional, orderly and efficient conduct and operation of the Show, the display and materials or persons within the Exhibit Space shall be subject to immediate removal from the Exhibit Hall. This reservation of rights extends, without limiting the foregoing, to persons, things, printed material, or conduct of Exhibitor staff within or outside the Exhibit Space or things or printed materials distributed, viewed from or located outside the Exhibit Space. In the event of removal of any exhibit or materials or Exhibitor staff from the Exhibit Hall, HMS, Hickory Metro Convention Center (HMCC), and the employees of HMS and HMCC shall not be liable for or subject to any claim for damages, including, without limitation, loss of profit, incidental losses or any other damages by reason of such removal. Such removal shall not entitle exhibitor to any refund of deposits, booth space rental, charges for services or other charges or expenses incurred by the Exhibitor in setting up and conducting operations in the Exhibit Space.

Installation, Operation and Dismantling of Exhibits: Detailed information, rules and regulations relating to the installation, operation and dismantling of exhibits within the Exhibit Hall will be sent to Exhibitors in advance of the scheduled opening date of the Show. Such information, rules and regulations are incorporated herein by this reference and will be binding upon Exhibitor. Exhibitor agrees to abide by such rules and regulations, as reasonably supplemented and amended from time to time prior to the opening to the Show.

Failure to Occupy Exhibit Space: Should Exhibitor fail to occupy and display in the Exhibit Space, whether sold or complimentary, by 5 p.m. on the day prior to the scheduled opening of the show in accordance with the terms and conditions of this contract and the rules and regulations for installation, operation and dismantling of exhibits, or should Exhibitor fail to pay when due all fees, charges and expenses for the Exhibit Space, HMS shall have the right to rent the Exhibit Space to another exhibitor or use the Exhibit Space in any manner deemed appropriate by HMS. Rental of the Exhibit Space to another exhibitor or use of the Exhibit Space by HMS shall not relieve Exhibitor from its obligation to pay rental, charges and expenses related to the Exhibit Space in accordance with this contract.

Fire, Safety and Health Regulations: Exhibitor agrees to comply with all municipal, county and state laws, ordinances and regulations, the regulations and rules of HMCC authority, and the rules and regulations of HMS relating to fire, safety, health and general operations of exhibitors within the Exhibit Halls.

Food and Catering Regulations: Due to on-site contract concessions, any food or beverages - sold, sampled, or complimentary - must be pre-approved in writing by HMS and HMCC management.

Alcoholic Beverage Regulations: Due to North Carolina ABC (Alcoholic Beverage Control) laws, absolutely no unauthorized alcoholic beverages will be allowed on HMCC property. Failure to abide will result in Exhibitor's expulsion from the show and loss of paid fees related to the Exhibit Space in accordance with this contract. If HMCC's ABC permit is suspended or revoked in whole or in part, or HMCC is fined or otherwise sanctioned by the ABC Commission, because of an act of Exhibitor, Exhibitor shall indemnify HMCC for ALL loss of revenue, claims, losses, damages, expenses, including reasonable attorneys' fees, incurred by HMCC due to such suspension, revocation, fine or sanction (except to the extent caused by the sole negligence or willful misconduct of HMCC or HMS).

Subletting of Space: Exhibitor may not assign, sublease, license or otherwise transfer the whole or any part of the Exhibit Space to any third party; nor may Exhibitor permit or have in the Exhibit space representatives, equipment or materials from persons, businesses or entities other than Exhibitors.

Service Contractors: In the event HMS has designated any independent contractor to perform services for exhibitors within the Exhibit Halls, such contractor shall be exclusively authorized to perform such services on behalf of exhibitors, and Exhibitor may not contract for such services other than the contractor designated by HMS.

Security, Safety, and Liability Exclusion: HMS will take reasonable precautions to safeguard Exhibitor's property located within the Exhibit Hall. Notwithstanding such action, HMS does not assume and will not be liable for injury, loss or damage to Exhibitor, Exhibitor's employees and representatives, Exhibitor's property or the property of Exhibitor's employees from fire, theft, accident or any other cause. Exhibitor agrees to hold HMS, HMCC authority and their respective employees, agents and representatives free and harmless from all claims, demands, damages and liability of any kind and character whatsoever asserted by any person or persons on account of any loss or damage to property or injury or death of any persons occurring upon or about the Exhibit Space, within the Exhibit Halls and contiguous property belonging to and a part of the Exhibit Halls, which claim, demand, or liability arises out of the construction, assembly of Exhibits and displays or the use of the Exhibit Space by the Exhibitor.

Insurance: Exhibitor will carry and maintain during the period of the Show, inclusive of move-in and move-out days, and at the Exhibitor's sole cost and expense, personal injury and property damage insurance coverage under a policy of general liability insurance with limits of at least \$1,000,000.00 combined single limit for personal injury and property damage. Exhibitor warrants that by signing this contract that Exhibitor has complied with these insurance requirements, and Exhibitor will, upon request by HMS, provide a certificate evidencing such insurance coverage.

Utilities: HMS will use reasonable care to have all power and other utilities installed and maintained for the benefit and use of Exhibitor and the Exhibit Halls generally during the period of the Show; provided, however, HMS shall not be liable for any damage or injury resulting from the failure of such utilities for reasons beyond the reasonable control of HMS.

Inability to Perform: In the event the Show cannot be held or Exhibitor is not permitted to occupy Exhibit Space due to circumstances beyond the reasonable control of HMS, including, but not by way of limitation, strikes, civil unrest and/or acts of God, Exhibitor shall be entitled to a refund of exhibit charges, less a proportionate share of the expenses of producing the Show, and HMS shall have no further obligation or liability to Exhibitor. In the event Exhibitor has not at the time of such occurrences paid the Exhibit Charges, Exhibitor shall not be entitled to any refund, but shall continue to be liable for a proportionate share of expenses of producing the Show.

Rights of Offset - Enforcement: In the event Exhibitor is indebted to HMS, whether or not such indebtedness arises from this or any other agreement, HMS shall have the right, in its discretion, to apply to such other indebtedness any refund or deposits or Exhibit Charges properly due Exhibitor. In the event legal action is filed by HMS to enforce the terms and provisions of the agreement, the prevailing party on such action shall be entitled to reimbursement of court costs and reasonable legal fees. This agreement shall be governed by and construed under the laws of the State of North Carolina.