

EXHIBITORS CONTRACT
THE HOMEBUILDERS ASSOCIATION OF THE QUAD CITIES, INC.
SPRING HOME SHOW EXPO 2010

Whereas, there is scheduled to be held at the QCCA Expo Center, Rock Island, Illinois, the Homebuilders Association of the Quad Cities Inc. Spring Home Show Expo 2010 operated, regulated and governed by the Home Builders Association of the Quad Cities Inc., (hereinafter referred to as QCHBA), and ;

Whereas, _____ (name of exhibitor / hereinafter referred to as Exhibitor) desires to participate as an exhibitor, subject to the terms and conditions hereof, and;

Whereas, the QCHBA is desirous of allowing Exhibitor to participate subject to Exhibitor's compliance with the terms and conditions hereof, the parties hereto agree as follows:

1. CONTRACTS FOR SPACE: All persons, firms, companies or associations must enter into this contract with the QCHBA, and each exhibitor must furnish the appropriate signature so as to make the contract binding upon the exhibitor. The QCHBA reserves the right to cancel this contract at any time and make a full refund of fees paid, and Exhibitor shall have no recourse of any kind against the QCHBA.

2. RENTAL: The price to members in good standing with the QCHBA shall be \$520.00 for the first booth and \$420.00 for additional booths if available. Non-member booth rentals shall be \$820.00 for the first booth and \$720.00 for additional booths if available.

3. BOOTH SPECIFICATIONS:

a. Each booth shall be approximately 10 ft. deep and approximately 10 ft. across (frontage). Booth space backdrop height is approximately 8 ft.

b. All decorations and displays must be in good taste, determined at the sole discretion of the QCHBA. No decorations, lighting, signs or displays may extend beyond the rented exhibited space or into the aisles without prior written approval of the QCHBA. **No exhibitors will be permitted to so arrange the exhibit as to form a wall, thereby closing off the view of adjacent exhibitors or to obstruct a general open view along the aisles without permission of the QCHBA.** Exposed areas of rear exhibit walls must be finished or covered at that exhibitor's cost, to the satisfaction of the designated representative of the QCHBA.

c. No exhibitor may show goods in operation if unduly noisy or objectionable to surrounding exhibitors, nor may exhibitors display special apparatus that is mechanically operated or illuminated without prior written approval of the QCHBA.

d. The QCCA Expo Center will provide overhead illumination. No additional lights may be installed by the exhibitor without the permission of the QCHBA. Electric current is limited to 110 volt and is a separate charge. Electrical power requirements must be indicated on this contract or late fees will be assessed. Exhibitors are responsible for furnishing approved drop cords within the booth. Exhibitors are responsible for making drop cords safe and non-hazardous. All electrical installations must be in conformance with any applicable fire codes and the requirements of the QCCA Expo Center management. Service connection to natural or propane gas, water or waste is not available. No gasoline or other fuel, compressed gas or compressed air will be permitted. If water is required, prior approval must be obtained from the QCHBA and/or the QCCA Expo Center management.

e. Stapling or pinning objects to the drapes is prohibited. No signs or other items are to extend over the tops of the booths and the side height shall not exceed 4 ft. without prior approval of the QCHBA.

f. Cutting or sawing on floors, driving nails / tacks into the floors, walls or booth equipment, or use of masking tape is strictly prohibited. Any damage caused to the building or booth equipment by the installation or showing of displays or equipment or the installation or removal of the exhibit will be charged to and paid for by the exhibitor. Anyone putting nails, screws, or staples in pillars or walls will be fined a minimum of \$150.00. **NO EXCEPTIONS!**

4. INSTALLATION AND REMOVAL OF EXHIBITS:

a. All exhibits must be in place and in order and all rubbish removed prior to 3:30PM on February 13, 2010. After 3:30PM on February 13, no exhibit or display may be brought in or installed without approval of the QCHBA.

b. No exhibit shall be removed, taken down or disturbed until Sunday, February 14, 2010 at 5:00PM. Removal shall commence immediately after that time and date. Failure of any exhibitor to remove the exhibit and all trash or rubbish associated therewith by 3:00PM on February 15, 2010 will result in the QCHBA causing the space to be vacated and cleaned at Exhibitor's expense, based upon the reasonable cost thereof, but at a minimum cost of \$100.00, and Exhibitor agrees to make immediate payment therefore.

5. HOURS OF EXPO:

Friday	February 12, 2010	10:00AM to 8:00PM
Saturday	February 13, 2010	10:00AM to 8:00PM
Sunday	February 14, 2010	10:00AM to 5:00PM

6. MANNING OF BOOTHS AND EXHIBITS / EXHIBITOR BADGE POLICY:

a. It is the exhibitor's responsibility to have exhibits manned during the hours of the Show. All covering of exhibits and displays must be removed by the time the Show opens each day and an attendant must be provided and on duty at each booth during every hour the Show is open to the general public.

b. Each 10 ft. x 10 ft. space comes with four (4) exhibitor badges. Each additional 10 ft. x 10 ft. space rented shall come with two (2) additional badges. If any further badges are needed, they will be sold for \$4.00 each. Lost or stolen badges will not be replaced at no charge. The ticket office will not hold badges for people coming in. It is up to the individual exhibitors to ensure that exhibitor badges are delivered to the people that require them. No exceptions to this policy will be tolerated. Exhibitor badges are for the sole use of personnel working the booth. Admission for family, friends and guests can be purchased in advance by contacting the QCHBA office.

7. CONTRACT / PAYMENT DEADLINES:

Current QCHBA members and approved 2009 Exhibitors will be mailed contracts soliciting offers by the exhibitor to participate in the 2010 show. Signed contracts are to be returned prior to July 1, 2009. No exhibitor will be allowed to expand their booth without consent of the QCHBA.

a. After July 1, 2009, non-members of the QCHBA will be given an opportunity to offer to contract for booths as long as the signed contract is submitted on or before February 13, 2010. (Subject to space availability).

b. Each exhibitor must pay a non-refundable deposit of \$125.00 per booth upon submission of this contract. The balance of the booth fee, and the electrical connection fees or other fees which may be due and owing under this contract, are due on or before November 1, 2009.

Under no circumstances will any exhibitor be allowed to load-in unless all balances are paid in full, including any past due obligations to the QCHBA or QCCA.

c. The certificate of insurance hereinafter referred to must be provided prior to November 1, 2009. No exhibitor will be allowed to load-in if their waiver has not been properly submitted.

8. CERTIFICATE OF INSURANCE: All exhibitors shall provide a certificate of insurance providing full coverage for all of their activities associated with the Spring Home Show Expo. Each certificate shall show the QCHBA, and their agents and assignees as additional insureds during the run of the Show including load in and load out.

9. INDEMNITY: The exhibitor agrees to indemnify and hold harmless the QCHBA, their officers, committee members, agents and assignees against all liability and claims for personal injury, death or property damage to any person, including, but not limited to, employees of the exhibitor or of any indemnitee, and the general public, including any and all claims and liability for loss of the use of property, including all expenses and attorney fees related thereto, arising or alleged to have arisen out of or which are in any way related to this contract or to the exhibitor's actions or activities and/or the activities of the exhibitor's agents and/or employees on or around the premises or which are in any way connected with the exhibitor's activities at the Spring Home Show Expo including any claims which are the result of, or claimed to be the result of, liability due in whole or in part to the negligence of any indemnitee. Exhibitor also agrees to indemnify and hold harmless the QCHBA, their agents and assignees from all expenses, including attorney fees, caused by or related to any breach by the Exhibitor of this contract.

10. SUBLETTING OF SPACE PROHIBITED: No exhibitor shall assign, sublet or apportion the whole or any part of the exhibit space allotted.

11. ADVERTISING MATERIAL AND SOUVENIRS: No advertising, printed material or souvenirs which are, in the opinion of the QCHBA, objectionable or otherwise inappropriate shall be distributed or displayed. Exhibitors have the right to distribute advertising material and souvenirs from their booth provided that in the discretion of the QCHBA such materials are in compliance with this paragraph. Attendants or representatives must be confined to leased space and may not walk halls or exhibit area handing out items or placing signs in locations other than the rented space. At no time will balloons inflated with compressed gas or air be handed out. No exhibitor shall represent, advertise, distribute literature or offer for sale the product of any other firm, corporation or individual, unless by written consent of the QCHBA. The QCHBA, has in its discretion, the power to remove signs or other advertising material not in conformance herewith. Specifically, signs, booth complements or advertisements by non-member contractors, persons or businesses are subject to removal at the discretion of the QCHBA.

12. PICTURES, RECORDINGS, RADIO AND TELEVISION: No pictures or recordings may be taken of the Spring Home Show Expo for the purpose of advertising or otherwise, without the prior written approval of the QCHBA. No live radio or television broadcasting from QCCA Expo Center is allowed without the prior written approval of the QCHBA.

13. PRIZES: All prizes are to be given/awarded at 5:00PM on Sunday, February 14, 2010. Prizes are discouraged by the QCHBA. However, if prizes are used, each entry blank must have printed on the form "MAY BE USED FOR SOLICITATION PURPOSES". Drawing deposit containers are not to be opened until the drawing. Names of prize winners and the name of the item awarded are to be delivered to the QCHBA prior to 4:30PM on Sunday, February 14, 2010.

14. SALES: Sales from booths by exhibitors are not permitted and will not be allowed.

15. ADDITIONAL PROVISIONS: This contract is specifically subject to any contractual agreements entered into with The QCCA Expo Center and may be subject to change. The QCHBA shall have the full power with respect to interpretation and enforcement of all of the terms and conditions of this contract and shall have the power to make such amendments thereto as shall be deemed necessary for the proper conduct of the exhibition.

16. CONTRACT FULLY INTEGRATED / ENTIRE AGREEMENT /

MODIFICATION: This contract contains the entire agreement of the parties hereto, and there are no representations, warranties, inducements, promises, agreements, arrangements or undertakings, either oral or written, between the parties other than set forth herein. No agreements or modifications of any kind shall be binding on either party unless and until the agreement or modification has been made in writing and duly signed and executed by both parties.

17. MAILING ADDRESS / NOTICES: The official mailing address of the QCHBA where this contract should be submitted and to where all notices should be forwarded is:

Jared Kerkhoff, Show Director
QCHBA
3528 Jersey Ridge Road
Davenport, IA 52807
Tel: 563-441-5692 / Fax: 563-441-5694 / Email: showdirector@qchba.com

18. FORUM SELECTION / CHOICE OF LAW: This agreement shall be governed by the laws of the State of Iowa, with the exception of the laws of the State of Iowa which pertain to conflicts of law. The parties hereto agree that the proper venue and jurisdiction for any legal action shall be the Iowa District Court for Scott County, Iowa.

19. OFFER / ACCEPTANCE: Upon signing this document and submitting the same to the QCHBA, the exhibitor is making an offer to enter into this contract. This contract shall not be deemed to be accepted until such time as it has been approved and signed and accepted by the QCHBA.

20. PARKING: Exhibitors are not allowed to park cars or trucks in the QCCA parking lots at anytime during the show. All exhibitors must park their vehicles in the city-parking ramp at 17th St. and 3rd Avenue Friday thru Sunday. Exceptions will be made to those having the appropriate handicapped tags. Bus service is provided for exhibitors beginning one hour before the show and ending at one hour after the show each day. Exhibitors may also park in the Mid American Energy parking lot on 5th Avenue on Saturday and Sunday of the show. No bus service is provided from that lot. Under no circumstances will RV's or 5th wheels be allowed to park in any QCCA parking lot or the Mid American parking lot at any time. No trailers of any kind will be allowed to park in any QCCA parking lot or the Mid American parking lot at any time. If you have a trailer, please contact show officials for where to park. The QCCA will not assume any liability for any damage to property or person for any vehicle or trailer parked on any QCCA parking lot, the Mid American parking lot or any other location designated by the QCCA. Exhibitors parking in the QCCA parking lot will be issued fines in the amount of \$200.00 per day. Failure to pay fines in a timely manner could result in that exhibitor losing rights to their display space in future shows.

Pursuant to the terms and conditions of this contract, I hereby subscribe for

_____ booth(s) at the 2010 Spring Home Show Expo at a rental cost of \$_____ dollars. (Any checks returned to the QCHBA for whatever reason will be subject to a \$35 processing fee.

_____ Yes, I do need 110 volt electrical energy and agree to pay the fee of \$65.00 per 110 electrical connection. (\$115 for 220 service)

_____ No, I do not need electrical hook up

The above space(s) is leased for the sole purpose of exhibiting the following articles:

FOR COMMITTEE USE ONLY:

EXHIBITOR TO FILL OUT THIS PORTION:

RENTAL FEE: _____

(Name of Exhibitor / Please Print)

ELECTRICAL FEE: _____

(Signed by)

(Title)

DEPOSIT: _____

(Mailing Address)

BALANCE DUE: \$ _____

(City)

(State & Zip

Code)

SPACE (s): _____

(Area Code)

(Phone No.)

INSURANCE CERTIFICATE: _____

The above space allotted on this agreement and approved and accepted by the QCHBA this

_____ day of _____, _____.

(QCHBA Designated Representative)