

**Don't Miss Your
Opportunity
to Exhibit!**



February 26, 27 & 28

**Verizon Arena
(formerly Alltel Arena)
North Little Rock**

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RULES & REGULATIONS

I. Character of Exhibit

- A. It is understood and agreed by each exhibitor that the Home Builders Association of Greater Little Rock (HBA-GLR) HOME SHOW is undertaken by the HBA-GLR (hereinafter "Show Management") primarily to provide a forum for building products and services to HBA-GLR members and consumers. To this end, each exhibitor agrees as follows:
1. To exhibit only products manufactured or distributed by the exhibitor in the regular course of its business, comprising materials, equipment, apparatus, systems services, and other component products pertinent to the building industry.
 2. To display such products or services in a manner which is intended to describe and depict the advantages of using such products or services.
 3. **That due to the great number of companies exhibiting similar or related product lines, Show Management cannot guarantee that a company exhibiting similar products (including an exhibitor's competitor) will not be located in a nearby or adjoining booth space.**
 4. That this application becomes a binding contract upon issuance of the confirmation.
- B. Show Management has absolute discretion to exercise the following rights:
1. To prohibit any exhibit or part thereof which, in its sole opinion, violates the agreement described herein or is, in any other way, not suitable to or in keeping with the character and spirit of the HOME SHOW
 2. To close an exhibit which is found to violate this agreement.
 3. To refuse to permit an exhibitor who violates this agreement to participate in one or more future HOME SHOWS by reason thereof.
 4. To change the floor plan (including but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations or provide, in its exclusive judgment, a safer, more satisfactory, attractive and successful HOME SHOW.

II. Exhibit Regulations

NOTE: In order to provide a well-balanced, well-regulated, attractive, and successful HOME SHOW, no exceptions to the following rules will be permitted. Show Management reserves the right to enforce strict compliance with these Rules and Regulations.

- A. The cost of all exhibit space is specified on the application contract as printed. Each exhibitor is required to pay a 50% deposit, submitted along with application/contract to the Home Builders Association of Greater Little Rock.
- B. Exhibit space assignment rules: Past 2009 Home Show Exhibitors have their choice of exhibit space on a first-come, first-serve basis, if payment is received in accordance with the Exhibit Space Application. All other applications with payment are assigned space on first-come, first-served basis.
- C. Show Management reserves the right to refuse space because of unethical or illegal business practices.
- D. Show Management must control all inbound and outbound traffic in loading and unloading areas, in the aisles, or in any other freight traffic patterns. Unloading and loading of displays will be on a first-come, first-serve basis with an assigned date/time and will be under strict supervision of the Show Management. No vehicles (with the exception of forklifts) will be allowed inside Verizon Arena at any time (i.e. set up, show hours, and move out). All unloading or loading will be from loading dock.
- E. Exhibits must be attractive and clean at all times; and must be in place ready to show no later than 8:00 A.M. on Friday, February 26, 2010. Exhibitors not set up by this deadline will relinquish all rights to participate in the HOME SHOW. Payment is non-refundable.
- F. The height of booths, display equipment, and signs shall be restricted to the heights indicated by the initial floor plan unless written approval of an exception is granted by Show Management in advance. All Exhibitors have the right to occupy the full cubic content of the contracted exhibit space specified on the Application/Contract and the Exhibitor Confirmation. All are required to maintain a finished appearance within their booths to a height of eight (8) feet. The maximum booth height is twelve (12) feet, including signs. All signs must be hung within booth space.
- G. Display space is confined to leased area and may NOT extend into aisle area.
- H. Each exhibit booth includes drapery for back and sidewalls and one standard company sign. Additional equipment/supplies shall be arranged by the Exhibitor. Any portion of an exhibitor's side walls or back walls that exceeds three (3) feet high must be finished off facing the neighboring booths. Such areas facing the neighbors may not display any company name, logos, or any other advertising. Show Management will install drapery material, at the exhibitor's expense, in such areas, where, in its sole discretion, is deemed necessary.
- I. Exhibitor shall be responsible for providing booth equipment (table, chairs, carpet, extra lighting etc.). The Decorating Order Forms from the Official Contractor Services Company will be sent prior to the show.
- J. All electrical must meet the electrical code or availability of electricity will be prohibited – Electrical must be UL Listed per NEC or NFPA (Junction Box is required). ALL TEMPORARY WIRING MUST BE ACCESSIBLE AND FREE FROM DEBRIS AND STORAGE MATERIALS. Exhibitor should note that the use of any 2-WIRE, 7 AMP HOUSEHOLD EXTENSION CORDS ARE STRICTLY PROHIBITED in accordance with the NLR Fire Department Rules. Failure to comply with these regulations will result in Show Management discontinuing power to the booth. Electrical order forms denoting type and cost of service required will be sent in the Exhibitor Packets prior to the show. Electricity needs must be given in advance to BYLITES Inc. no later than February 12, 2010. Floor orders are subject to DOUBLE charges.

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- K. The use of loudspeakers, recording equipment, television sets, radios, operating machinery, or any other apparatus, which is of sufficient volume to distract neighboring exhibitors, will not be permitted. Exhibitors using audio systems must keep amplification at a conversational level. The use of speakers will be permitted only if they are within the confines of the contracted exhibit space and facing inward and not toward the aisles. Adequate sound insulation must be built around the speakers to assure non-interference with neighboring exhibitors. The sound from any and all audio presentations, equipment demonstrations, or any other booth activity must not spread beyond the immediate area of the display. Stages, if used in exhibits, must face the inside of the booth in order to prevent the audience from blocking the aisles. All these regulations will be strictly enforced. Failure to comply with these regulations can result in Show Management suspending the use of the Exhibitor's amplification equipment or discontinuing power to all or part of the booth.
- L. Dispensing or serving of beverages or food from the booth must be approved by the Show Management and Verizon Arena "Operator" prior to the commencement of the Show. Popcorn machines or the dispensing of popcorn or peanuts is prohibited on the exhibit floor.
- M. Hanging or attaching signs or any other booth equipment, materials or lighting from any part of Verizon Arena is not allowed.
- N. Smoke and/or fog-producing machines are not allowed.
- O. Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibits.
- P. **Helium Balloons are not permitted at any time.**
- Q. Verizon Arena "Operator" shall be the sole supplier of all food & beverage items for the HOME SHOW. Due to licensing restrictions, no food or beverages of any kind will be permitted to be brought into or removed from the Arena.
- R. Use of water in exhibit is allowed, but must be requested prior to the Show. Any damage resulting from the use of water will be at the Exhibitor's expense.
- S. Absolutely NO SMOKING IS ALLOWED IN Verizon ARENA.
- T. Live animals of any kind (excluding Service Animals) are not allowed on the exhibit floor.

III. Installation and Removal of Exhibits

Complete details regarding the installation and removal of exhibits are included in the Exhibitor Packet. No exhibits may leave the building at any time after installation until the final closing of the Show unless special permission is obtained in writing from the Show Management. No exhibits may be removed from the building until all bills accruing against the exhibitor are fully paid or credit is approved by the creditor. In case of attachments or other legal proceedings affecting the Exhibit, the Exhibit shall forthwith become the property of the Show Management. Exhibitor agrees to indemnify, defend, and hold harmless Show Management, its officers, directors, members, employees, and agents from any and all liability, claims, or expenses of any kind whatsoever by third party, including legal fees and costs, arising out of or in connection with any act or omission by Exhibitor in the installation, use, operation and removal of the exhibits causing any property damage or injury to any party.

IV. Contractor Services

Show Management has agreements with contractors (hereinafter "Official Contractors") to various services to exhibitors. These Official Contractors will provide all Show services other than supervision. Exhibitors will provide only the material and equipment that they own and intend to use in their exhibit space. All other items or Show services may be provided only by the Official Contractor or as set forth in the Exhibitor Packet, which contains forms and instructions for obtaining the necessary services. All services not ordered in advance must be procured through the Exhibitor Service Desk, which will be maintained in the Arena. Exceptions to the foregoing will be granted only in cases where Show Management has received a request in writing from the exhibitor no later than January 15, 2010.

V. Subletting Space

No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall any exhibitor exhibit therein any other goods, apparatus, material or service that is not manufactured or distributed by the exhibitor in the regular course of its business or allow any other person or party to do so. If it is necessary to use the equipment of another manufacturer, that equipment should be displayed separately, and no advertising of that equipment may be displayed.

VI. Selling

Exhibitors may distribute literature and samples from their booths and orders may be taken for displayed merchandise. Related products/services may be sold from booth location.

VII. Fire Regulations

All exhibitors, service contractors and any other parties exhibiting or working in Verizon Arena must comply with all applicable Federal, State and Municipal building and fire codes, and all exhibits are subject to a Fire Department Inspection. Any questions regarding specific situation should be referred to Alltel Arena. This will enable Verizon Arena to solve any problems prior to the opening of the Show. Material not conforming to such regulations will be removed immediately at the exhibitor's expense.

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VIII. Catalogs, Souvenirs, Etc.

Soliciting, polling, interviewing, etc. in any part of Verizon Arena, other than exhibitors' booths, is strictly prohibited, and any person so doing will be required to leave the building. Circulars, catalogs, magazines, folders, and any other matter may be distributed only from within the exhibitor's booth and must be related strictly to the products and/or services on display or directly available from the individual exhibitor. Distribution from booth to booth or in the aisles is forbidden. Strolling entertainment or moving advertisements outside of an exhibitor's assigned space is not permitted.

IX. Care of Building

Verizon Arena Management prohibits any attachments or installation of materials of any kind on the walls, ceiling, columns, floors, or other common areas of Verizon Arena inside or outdoors. Exhibitors may not distribute adhesive-backed decals of any type inside the Arena. Glitter and confetti may not be used or distributed in the Arena. Exhibitors may not mark, damage, or otherwise deface any part of the building or property belonging to Verizon Arena. **ANY SUCH DAMAGE SHALL BE THE SOLE RESPONSIBILITY OF THE EXHIBITOR.** Each exhibitor further agrees to hold Show Management harmless and indemnify Show Management from any claims, losses, or expenses resulting from their breach of this covenant.

X. Payment for Space and Cancellations

The exhibitor specifically recognizes and acknowledges that the Show Management will be harmed if the exhibitor cancels its exhibit space after it has been assigned and confirmed by the Show Management. Any prospective exhibitor leasing space who fails to make the payment required by this agreement or who cancels such space after September 30, 2009, shall forfeit all monies paid and all rights in and to the use of the contracted exhibit space. The exhibitor shall have no right to a listing in the Official Exhibit Guide. Show Management shall have the right to dispose of the released space in such way as it may consider in its interests (including re-sale of such exhibit space without any liability on the part of Show Management).

BALANCES ARE DUE IN FULL BY JANUARY 15, 2010. ANY MONEY SENT TO THE SHOW MANAGEMENT AFTER THIS DATE MUST BE IN THE FORM OF A CASHIERS CHECK, MONEY ORDER, VISA OR MASTERCARD. COMPANY CHECKS WILL NOT BE ACCEPTED AFTER JANUARY 15, 2010.

XI. Refunds

ANY CANCELLATION OF THIS LEASE MUST BE MADE IN WRITING TO SHOW MANAGEMENT. DEPOSITS ARE NON-REFUNDABLE. IF AN EXHIBITOR CANCELS AFTER OCTOBER 31, 2009, THERE WILL BE NO REFUNDS.

XII. Liability

Neither the Home Builders Association of Greater Little Rock, the City of North Little Rock, the Multi-Purpose Civic Center Facility Board for Pulaski County, Arkansas ("Operator"), nor any member of the HOME SHOW Committee, nor their directors, officers, employees, or agents of any of them, shall have any liability for any personal injury to the exhibitor or its officers, guests, agents, or employees, or to any other person in attendance at the Show; or for any damage to or loss of any property of the exhibitor or any of its officers, agents or employees, or of any person in attendance at the Show; whether such injury, damage or loss occurs prior to, during, or after the Show, unless such injury, damage, or loss is the direct result of the gross negligence or willful act of one or more of such parties. The exhibitor, on signing the contract, expressly releases such parties from, and agrees to indemnify, defend, and hold them harmless against any and all claims for such injury, damage, or loss.

XIII. Insurance

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable). All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. Proof of Insurance shall be furnished sixty (60) days prior to the Show. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Show Management, shall be furnished to Show Management sixty (60) days before the first day of the Show. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days notice to Show Management.

XIV. Eventualities

In the event that an event, including but not limited to, acts of God, acts, regulations, or orders of governmental authorities; fire, flood, or explosion; war, disaster, civil disorder (including labor disputes or demonstrations of any kind), acts of terrorism or other violence, curtailment of transportation facilities, or other emergency, makes it illegal or otherwise impractical for Show Management or Verizon Arena "Operator" to provide the facilities or services contracted herein, this Agreement shall terminate without further obligation on the part of any party hereto. In the event of postponement or disruption of the Show for any cause, Show Management shall have no obligation to make a refund to the exhibitor of any deposit or payments received and neither will the Show Management be responsible for any claims whatsoever by the Exhibitor arising out of the postponement or cancellation of the Show. The exhibitor hereby waives any and all claims against Show Management for damages or compensation due to cancellation or postponement of the Show pursuant to this paragraph.

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XV. Attendance

Admission to the Show is open to the public. The Association makes reasonable attempts to attract qualified attendees to its Show but does not guarantee specific volumes or levels of attendees.

XVI. Amendments

Show Management, through its Standing Committee on Home Shows and the Home Builders Association Staff, shall have full power in the interpretation and enforcement of all Rules contained herein, and the power to make, from time to time, such reasonable amendments thereto and such further Rules and Regulations as it shall consider necessary for the proper conduct of the Show, provided same do not materially alter or diminish the contractual rights of Exhibitor.

XVII. Americans with Disabilities Act Requirements

Exhibitor agrees to comply with applicable requirements of the American with Disabilities Act and its regulations and guidelines (collectively, the "ADA") and agrees to indemnify, defend, and hold harmless Show Management, its officers, directors, members, employees and agents from and against all claims that may be brought against exhibitor on the basis of exhibitor's noncompliance with ADA requirements. All Exhibitor personnel who may need special assistance or auxiliary aids pursuant to the ADA should contact Show Management as soon as possible.

XVIII. Right of Entry and Inspection

Show Management or its designee shall retain the right and unfettered discretion at any time to enter the leased area occupied by exhibitors and to inspect any material distributed or made available in the leased area.

XIX. Governing Law and Forum

This Agreement shall be governed by, construed and enforced according to the laws of the State of Arkansas. The parties hereby agree to submit themselves to the personal jurisdiction of the courts of Pulaski County, Arkansas, as the exclusive venue for any disputes related to this Agreement.

Notwithstanding anything to the contrary herein, Exhibitor agrees that this Agreement is subject to the terms of a Lease Agreement between HBA-GLR and the Multi-Purpose Civic Center Facility Board for Pulaski County, Arkansas ("Operator"), under which HBA-GLR has leased the premises of which the Show Space herein let is a part. Exhibitor agrees to be bound by all terms and conditions thereof as to the use and enjoyment of the premises.

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