



# HOME<sup>a</sup>RAMA Culpepper Landing

**Show Dates:**  
10/25-27/19  
11/01-03/19  
11/08-10/19  
Fridays-Sundays  
Noon-7pm Fridays  
Saturdays/Sundays  
Noon-6pm  
Sunday 11/10 Noon-5pm

## EXHIBIT SPACE APPLICATION AND AGREEMENT

This is a contract between Tidewater Builders Association and: \_\_\_\_\_  
(Responsible for Payment) for exhibit space at 2019 Homearama Single-Site. (Legal Business Name)

Name of Exhibiting Firm: \_\_\_\_\_  TBA Member  TBA Non-Member

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ **Emergency Phone (after 5 PM):** \_\_\_\_\_ Fax: \_\_\_\_\_

Name and contact info of individual to receive show correspondence: Name: \_\_\_\_\_

Email address (required): \_\_\_\_\_ Phone: \_\_\_\_\_

Product or nature of exhibit to be displayed (required): \_\_\_\_\_

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

Exhibit space requested, as listed on official Homearama Exhibit Space Flyer: 1st Choice \_\_\_\_\_ 2nd Choice \_\_\_\_\_ 3rd Choice \_\_\_\_\_

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

Additional information/special services required: \_\_\_\_\_

**Plan Book Marketing-**  Check here if you are interested in receiving information regarding ad space. *As an exhibitor you can get a 15% discount (excludes centerfold) No other discounts apply.*

I agree to the conditions, rules and policies as set forth in the Show Rules of Participation and the Exhibitor Guidelines. I agree to pay \$ \_\_\_\_\_, the total rental amount for space(s) requested.

5% Member Discount Applied to Exhibit Space

**I understand that a 50% deposit must accompany this agreement. I understand that space rental fees must be paid in full, thirty (30) working days prior to the opening of the show, by Wednesday, September 25, 2019. If a balance remains at the beginning of the show and credit card information has been provided, the balance will be automatically charged to the credit card by TBA staff. If payment is not received, booth and deposit will be forfeited and I will be liable for the full rental fee.**

**Page 2 of this contract contains rules and regulations, which are part of this contract.**

**I understand all cancellation requests must be received in writing by 5 pm Monday, August 26, 2019. Exhibitors who cancel after this date will be responsible for the full cost of their booth space.** I acknowledge that I have read, understand and will abide by the Show Rules of Participation that are part of this agreement. I also understand that if any legal steps are taken to retrieve this indebtedness, all costs will be at the exhibitor's expense, including reasonable attorney's fees. Due to circumstances beyond TBA's control dates may change.

I also understand that jurisdiction for this contract is Chesapeake, Virginia.

Authorized by \_\_\_\_\_ Date \_\_\_\_\_

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

Checks should be made out to Tidewater Builders Association: 2117 Smith Avenue, Chesapeake, VA 23320  
**Fax: 757-420-5539 Email: tnobles@tbaonline.org**

PAYMENT METHOD	
_____ Check _____ MC _____ Visa _____ AMX	Amount charged \$ _____
Exp. Date _____	CRV Code _____
Name on card _____	
Credit Card Billing Address _____	
Account # _____	
Signature _____	

For TBA Use Only	
Sales Rep _____	Total Space Cost \$ _____
Date _____	Deposit/Other \$ _____
Space Reserved _____	Balance Due \$ _____

## Rules of Participation for 2019 Homearama at Culpepper Landing

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. If demonstrations are planned, exhibit space must be able to contain a reasonably sized audience and TBA needs to approve. Send details with application.
3. The winners of all contests and drawings conducted during the show must be drawn before the show ends, and the name and contact information of the winner given to Show Management within five (5) days of show closing.
4. All exposed parts of a display must be finished or covered so it does not present an unsightly appearance when viewed from the side or back of the display.
5. **ELIGIBLE EXHIBITS:** Exhibitor may only display products or services sold by him in his regular course of business & is noted on the application. TBA reserves the right to determine the display eligibility of any company or product.
6. **BOOTH EQUIPMENT:** TBA agrees to furnish exhibit space as per the space agreement. All materials and decorations used in booths must meet city fire department standards for inflammability. Helium-filled balloons are allowed for decorative purposes only and are prohibited as a giveaway item. **No exhibit will be permitted to protrude outside of the booth.** Exhibitors personally owned vehicles must be parked in the Exhibitor Parking Area. If a vehicle is used in an exhibit, Exhibitor must contact Show Management for specific rules governing vehicles. Displays cannot touch top or sides of tent.
7. **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.
8. **PAYMENTS AND REFUNDS:** **No exhibitor will be permitted to set up until all outstanding indebtedness is paid. No refunds will be made if an Exhibitor cancels after 5 pm Monday, August 26, 2019. All contract cancellation requests must be in writing.** No refund on exhibit 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, all deposits and fees will be returned to Exhibitor, but TBA will not be liable for damages or extra expenses attendant to cancellation. Accounts not paid by open date of show may be subject to 2% interest per month.
9. **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, **the exhibit 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. For any exhibit materials left in the Idea Marketplace Tent, Exhibitors will be charged a \$300 clean-up fee.
10. **STAFFING:** Exhibitor staff will be admitted one hour before show opens (except for preview party events) and will not be allowed to remain in the Idea Marketplace Tent more than 30 minutes after show closes. Cash and carry sales from exhibit spaces are permitted, but Exhibitor must file appropriate sales tax reports. 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 a description of the prize and when the drawing will be held to Show Management three (3) weeks prior to show opening. Show management has the right to verify all prizes and prize winners. All promotions and souvenirs must adhere to generally accepted standards of good taste. **All promotional and sales activity must be confined to the contracted exhibit 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.
11. **SPECIAL SERVICES:** Water and electrical are limited. Since it is an outside temporary show, amperage is not guaranteed. Please contact your TBA rep for details. TBA will not sign for any dryage. **See Exhibitor Guidelines for complete details.**
12. **SECURITY:** 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.
13. **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.
14. **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 and tent sizes for whatever reason it deems necessary. All disputes, arising from any cause whatsoever, among Exhibitors shall be adjusted by TBA whose decision shall be final. TBA cannot legally force visitors to exit through the Exhibit tent. **In the event of severe weather, it is the Exhibitor's responsibility to take all the necessary precautions to secure their exhibit and display items. Tidewater Builders Association will not be held liable for loss or damage due to severe weather.**
15. **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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**You must sign and return pages 1 and 2 to TBA**

Fax to 757-420-5539

Email: [tnobles@tbaonline.org](mailto:tnobles@tbaonline.org)

7/17/2019

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