



SPOKANE HOME BUILDERS ASSOCIATION PRESENTS  
THE 46<sup>TH</sup> ANNUAL

MARCH 10 • 11 • 12, 2023  
EXHIBITOR APPLICATION AND AGREEMENT

(NON TRANSFERABLE CONTRACT FOR EXHIBIT SPACE)

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

List all products and services to be exhibited. Itemize and be specific. This information used for show layout and advertising purposes. Only products or services listed can be exhibited. Approval needed for changes/additions.

**MOVE IN**

Wednesday, March 8.....6:00 a.m. to 8:00 p.m.  
Thursday, March 9.....6:00 a.m. to 8:00 p.m.

**MOVE OUT** (NO TEAR DOWN BEFORE 5:00 P.M. SUNDAY)

Sunday, March 12.....5:00 p.m. to 10:00 p.m.  
Monday, March 13.....6:00 a.m. to 12:00noon

**SHOW HOURS**

Friday, March 10.....12:00 Noon to 8:00 p.m.  
Saturday, March 11.....10:00 a.m. to 7:00 p.m.  
Sunday, March 12.....10:00 a.m. to 5:00 p.m.

**PAYMENT SCHEDULE:**

Booth Space Fee.....\$ \_\_\_\_\_

50% Space Deposit (Due Now).....\$ \_\_\_\_\_

Balance Due On or Before Feb 1.....\$ \_\_\_\_\_

Payment plans available. Ask.

Make Checks payable to: Spokane Home and Garden Show

Credit Card Payment MC/VISA # \_\_\_\_\_

Card Holder Signature \_\_\_\_\_ Exp. Date \_\_\_\_\_ Code \_\_\_\_\_

Please sign and return top copy of this Agreement. Include payment for 50% of the booth fee. Space assignment will be based on your choice of exhibit space, postmark of application and availability. Management reserves the right to make adjustments it deems necessary to improve the character or layout of the show, and, to limit the number of like type products and services. This application/agreement is a contract agreement between NW Premier Promotions, Inc. and the company and/or person signing this agreement. Undersigned agrees to the rules and regulations on the reverse side hereof.

BOOTH RATE	SHBA MEMBER	NON-MEMBER
Single Booth .....	\$670.00 .....	\$ 745.00
Double Booth.....	\$1235.00 .....	\$1375.00
Triple Booth .....	\$1850.00 .....	\$2055.00
Quad Booth .....	\$2335.00 .....	\$2595.00
6-Pk Booth.....	\$3310.00 .....	\$3675.00
Other Sizes Available .....	Negotiable / Ask	

**SPOKANE HOME BUILDERS ASSOCIATION MEMBER  
BOOTH LOCATION PREFERENCE**

- (1) Same as last year Yes  No  # \_\_\_\_\_
- (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_
- (6) I will accept any available Space  \_\_\_\_\_ **Corner**  (If available)

Shaded areas on floor plan are special Move-In and Move-Out... Please inquire.

**CANCELLATIONS:** All cancellations must be in writing. There will be a 50% service charge against the space fee for cancellations occurring on or before Feb. 1, 2023. Cancellations occurring after Feb. 1, 2023 will receive NO REFUND!

**EXHIBITOR SIGNS HERE**

Company: \_\_\_\_\_  
by: \_\_\_\_\_  
its Authorized Representative

OFFICE USE ONLY		
Date _____	Dep _____	Bal _____
Date _____	In Full _____	Bal _____
Check # _____	/ _____	
Confirm _____	Kit/Tkt _____	

# SPOKANE HOME & GARDEN SHOW APPLICATION AND AGREEMENT

**PAYMENT TERMS:** 50% due w/application. Balance due on or before Feb. 1st, 2023. If Exhibitor fails to make payment due when due, this Agreement may be cancelled by management without notice. No exhibit will be permitted until space fee is paid in full.

**CANCELLATIONS:** All cancellations must be in writing. There will be a 50% service charge against the space fee for cancellations occurring on or before Feb. 1, 2023. Cancellations occurring after Feb. 1, 2023 will receive NO REFUND!

**INDEMNIFICATION AND HOLD HARMLESS:** 1. The Exhibitor hereby agrees to indemnify and hold NW Premier Promotions, Inc., d/b/a Spokane Home & Garden Show ("Management") harmless from all claims, demands, causes of action, damages, expenses, losses and attorney fees arising from Exhibitor's occupation and/or use of the leased exhibit area, and the common areas incidental thereto, such as entry ways, aisles, rest areas, etc.; 2. This agreement to indemnify and hold harmless Management, expressly includes all claims made by Exhibitor's invites, visitors, customers, licensees, agents, employees, independent contractors, and subcontractors; 3. All agreements between the Exhibitor, and its agents, independent contractors, or subcontractors must be approved in advance by Management. Management will not unreasonably withhold consent. 4. Exhibitor shall maintain, at its own expense, liability insurance, naming the Management as co-insured, providing coverage from claims and losses described in Statement #1 above. Exhibitor agrees to provide a copy of the original policy to Management upon request.

**CARE OF BUILDING:** Exhibitor must exercise reasonable care of its space, so that no damage of any kind is done to the floors, walls, adjacent areas, etc, including outside areas. Damage and/or clean up costs may be assessed.

**EXHIBIT CONTENT – Use and Rules:** All exhibitory, displays and demonstrations must be show oriented. The Management reserves all rights to make decisions relative to show content and reserves the right to reject and remove which it deems detrimental to the Show.

**LICENSES:** Exhibitor is solely responsible for obtaining any and all City, County, State or Federal permits and or licences needed, before Show opening.

**MUSIC AND COPYRIGHTED MATERIALS:** Exhibitor will hold Management harmless and shall defend suits or claims for infringement of copyrights and patent rights for all licensing and enforcing of fees for their use of recorded or live music played or performed in their space. Exhibitor is prohibited from playing copyrighted music, and/or using copyrighted materials of any nature in their booth without proper licensing.

**MICROPHONES:** No microphones, or loudspeakers permitted without prior Management approval.

**SIGHT LINE:** Each exhibiting company shall expect a reasonable line of sight. This means side displays must not exceed 4' in height. Exhibit can extend forward from back wall 5', at 8' high; then must drop down to 4' to aisle. Other height restrictions may apply. Ask.

**INSURANCE:** Insurance must be obtained by Exhibitor at their own cost and expense. The Management assumes no risk, and by the acceptance of this Agreement, the Exhibitor expressly releases Management of and from all liability for any damage, injury or loss to any person or goods which may arise from their use or occupation of said space.

**LIABILITY:** Neither the Show Management, the City of Spokane, The PFD, the official show decorator, or their representatives or any member of the above named will be responsible for any injury, loss or damage that may occur to the Exhibitor or Exhibitor's employees or property from any cause whatsoever. The Exhibitor, on signing this Agreement, expressly releases the aforementioned from any and all claims for such loss, damage or injury. Exhibit halls will be locked during the time that exhibits are not being shown. Security guards will be on duty during non-show hours.

**FORFEITURE UPON DEFAULT:** In the case of failure of Exhibitor to make any of the payments, or any part thereof, or to perform or observe all the conditions, covenants, and restrictions herein set forth, this Agreement shall, at the options of the Management, be extinguished, and Exhibitor shall forfeit all payments made on this agreement, and such payments shall, with or without notice or demand of any kind, be retained by Management as partial satisfaction of all damages sustained.

**COLLECTIONS:** Should suit be commenced or an attorney employed to enforce the terms of this agreement, Exhibitor agrees to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit, and Exhibitor agrees to pay Management's cost.

**IN THE EVENT SHOW IS NOT HELD:** If for any reason, the Show is not held as scheduled or is, interrupted or delayed, Management will not be liable for any damage, expense, or inconvenience of Exhibitor. Management shall be entitled to all fees collected to cover costs already incurred by Management in the event of cancellation, interruption or delay.

**AMENDMENTS:** These rules, regulations and conditions have been drawn for the purpose of providing a well balanced, well regulated, attractive and successful Show. Management shall have full power to interpret the rules and regulations or make such and any and all amendments of the forgoing rules, regulations and conditions which shall bind the Exhibitors. NO EXCLUSIVE OR VERBAL CONTRACTS will be recognized without written approval of Management. Any matters not set forth here are subject to the decision of Management, which shall be final.

**BOOTH OCCUPANCY:** Booth space can be occupied by one company only. Exhibitor cannot share, sublet, or assign space without Management approval. In the event Exhibitor fails to occupy said space 6 hours prior to show open, the Management can occupy space in any manner best suited to the Show; without refund and without any way releasing the Exhibitor from any liability.

## MISCELLANEOUS:

**Exhibitor hereby agrees as follows:**

- (A) To abide by and conform to all rules and regulations prescribed or adopted by Management which apply to the use or occupancy of the exhibit area covered by this Agreement, or which pertain to the operation or administration of the Show.
- (B) To comply with all laws, ordinances or regulations imposed by the management of the facility or the municipal authorities of the City of Spokane or the State of Washington applicable to the use of the building or ground areas of the facility and as imposed on the Management. A copy of such laws, ordinances or regulations can be obtained from the Management on request.
- (C) To clean up Exhibitor's space at completion of the exhibit, returning said space to original condition. In the event of failure to so clean, to the satisfaction of Management, Management may perform said cleaning and charge a reasonable fee, which fee Exhibitor agrees to pay to Management on demand.
- (D) All exhibitory must be confined within the area of the agreed square footage of space.
- (E) All exhibitory must be fireproofed and electrical wiring installed in a safe manner, including ground wire. Combustible materials or explosives are not permitted in the building, unless written permission has been granted by Management.
- (F) No promotional material, petitions, or other materials can be distributed by Exhibitor beyond the area in which he is exhibiting without the written permission of Management.
- (G) No exhibits higher than 8 feet, or any sidewalls higher than 3 feet without management approval.
- (H) Signs/banners are allowed within your exhibit space only.
- (I) **Balloons: Management approval only. Removal fee is required.**
- (J) Normal building security is provided but management will not be liable for loss.
- (K) All exhibits must be in place by 11:00 a.m. on Friday/Show open.