

2010 HOME & GARDEN SHOW

February 26<sup>th</sup>, 27<sup>th</sup>, & 28<sup>th</sup>

HOW MANY BOOTHS: \_\_\_\_\_ TOTAL COST OF SPACE(S) \$ \_\_\_\_\_

TYPE OF PRODUCT AMOUNT PAID WITH  
TO BE DISPLAYED: \_\_\_\_\_ THIS AGREEMENT \$ \_\_\_\_\_

\_\_\_\_\_ BALANCE DUE ON OR  
BEFORE 2/12/2010 \$ \_\_\_\_\_

Electric Yes \_\_\_\_\_ No \_\_\_\_\_  
Note: \$25 extra fee MUST BE PAID IN FULL PRIOR TO SET UP!  
CHECKS PAYABLE TO ERIE COUNTY  
HOMEBUILDERS ASSN.

RENTAL PER BOOTH \$400 IF MEMBER OF ECHB  
RENTAL PER BOOTH \$700 IF NON-MEMBER

PLEASE READ CAREFULLY

1. In consideration of Applicant's payment and agreement to abide by rules and regulations governing the Home Show the Erie County Homebuilders Association (hereinafter referred to as "Association") agrees to furnish Applicant, as an exhibitor, 10' x 10' booth(s) with draped backwall and 36" high booth dividers. Also, one (1) 110 volt 500 watt electrical outlet per booth will be provided, if requested. This may restrict location of booth due to outlet locations.

2. No backwall construction INCLUDING SIGNS may be higher than \_\_\_\_\_ Sidewall construction over 38" must be set back four feet from the aisle. Materials for decorations, etc., shall be approved flameproof type. Floors must not be painted or anything cemented, nailed or taped to the floor.

3. Applicant shall not assign or sublet any part of their space therein contracted without written consent of Erie County Homebuilders Assn. Insurance desired by the applicant must be placed at his own expense. The Association will not be responsible nor will they guarantee the Applicant against a loss of any kind. Booths must be fireproofed at Applicant's expense.

4. The Applicant may distribute literature, etc., from his booth. However, no applicant, or persons hired by applicant will be permitted to perform any of these acts outside the confines of his booth. Unnecessary noises, loud attention-getters or loud radio, TV, organ music, or other types of noisy demonstrations are forbidden.  
\*\*\*\*Table and chairs are not furnished - tables must be skirted.\*\*\*\*

\*\*\*\*NO ALCOHOLIC BEVERAGES SHALL BE PERMITTED OR CONSUMED IN BOOTHS!\*\*\*\*  
NOTE: Direct selling is permitted.

5. The applicant will have Thursday, February 25<sup>th</sup>, 2010, after 12:00 NOON to install exhibits. The official opening will be Friday, February 26<sup>th</sup>, 2010 at 3:00 P.M. SHOW HOURS ARE 3:00 PM - 9:00 PM FRIDAY & 10:00AM - 8:00 PM SATURDAY and 11:00 AM - 4:00 PM SUNDAY.

6. Applicant may remove displays Sunday, February 28<sup>th</sup>, 2010, but not before 4:00 P M.  
or between 10:00 AM - 12:00 Noon on Monday, March 1<sup>st</sup>,

7. If your application is accepted by the Association, and a contract entered into, the deposit is not refundable, except that in the event of an emergency it becomes necessary to postpone or cancel the show, all moneys will be repaid to the exhibitor for space and exhibitor shall and does hereby waive any claim for damages.

8. The applicant agrees to assume responsibility for the following:  
a.) Cost of erection and removal of all display material for his booth.  
b.) Keeping booth neat, orderly and swept daily.  
c.) Making arrangements for removal of all cartons, crates, etc., after display is erected and removal of all debris from space at close of show.

9. The participant agrees to indemnify and hold harmless the Erie County Homebuilders Association and the owners of the Lyman Harbour from any claim for damages or loss or of any claim, cause of action, or cost whatsoever, in connection with the Erie County Home Show

10. Applicant understands that this is an application and not a binding contract until the acceptance provision at the end of the application is executed by the Association. Applicant further understands that acceptance of this application is at the sole, total, and unrestricted discretion of the Association for any reason whatsoever. Applicant waives any claim, or any nature whatsoever, arising because of the Association's refusal to accept the application.

a.) This application will become a binding contract on both parties when the acceptance provisions at the end of this application is executed by the Association.

b.) Applicant further understands that the Association has a contract with Lyman Harbor which places upon them the burden of complying with said contract, enforcing all the rules of the Home Show and enforcing all applicable laws, ordinances, fire and safety regulations, health rules and directions of all properly constituted public officials. The Association, in order to carry on its obligations in this regard, reserves the absolute right, in its sole discretion to change booth locations, to require the change or alteration of any individual booth, or to expel an Applicant from the show. Applicant waives any claim, or any nature whatsoever, arising because of the Association's enforcement of its rights and obligations and obligations pursuant to this paragraph.

c.) This agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by both parties.

It is not possible to determine the exact location of booths for the 2010 show. I will make every effort to grant your requests, again whenever possible.

CONTRACTS MUST BE RETURNED WITH DEPOSIT OF \$100.00 PER BOOTH BY JANUARY 15TH 2010. IT WILL BE ASSUMED THAT YOU ARE NOT PARTICIPATING IN THE 2010 SHOW IF THE CONTRACT AND DEPOSIT ARE NOT RECEIVED BY JANUARY 15<sup>TH</sup>, 2010. SHOULD YOU DECIDE AT A LATER DATE TO PARTICIPATE, PLEASE SEND THE CONTRACT AND FULL PAYMENT IN BEFORE FEBRUARY 12<sup>TH</sup> AS FULL PAYMENT IS DUE FEBRUARY 12<sup>TH</sup>, 2010.

THE HOME SHOW CHAIRMAN/COMMITTEE REQUIRES A DRESS CODE OF NEAT BUSINESS ATTIRE TO CONTINUE OUR STANDARD OF A PROFESSIONAL SHOW.

**ALL EXHIBITORS/EMPLOYEES MUST PARK ACROSS THE STREET IN THE OVER FLOW PARKING LOT.**

QUESTIONS? PLEASE CALL Deanna L. Allensworth at 429-625-7661; 419-357-0015 or commapple1@aol.com.

**\*\*\*PLEASE RETURN IMMEDIATELY\*\*\***

FIRM \_\_\_\_\_  
SIGNED BY \_\_\_\_\_  
PRINT CONTACT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE: DAY: \_\_\_\_\_  
EVENING: \_\_\_\_\_  
CELL: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_  
ZIP \_\_\_\_\_

**NOTE: AN APPLICATION FORM FOR MEMBERSHIP IS INCLUDED FOR NON-MEMBER CONSIDERATION TO JOIN THE ASSOCIATION.**

**THE ANNUAL DUES ARE \$100.00  
(INITIATION FEE OF \$50.00 IS WAIVED FOR NEW MEMBERS ALSO PARTICIPATING IN SHOW).**

**IF YOU WISH TO JOIN TO OBTAIN THE \$400.00 BOOTH RATE, THE ENCLOSED APPLICATION AND A SEPARATE CHECK FOR \$100.00 MUST BE RETURNED WITH CONTRACT.**

**\*\*\*Printing compliments of Lawyers Title Insurance Corporation\*\*\***