

## TERMS AND CONDITIONS

1. **CANCELLATION AND REFUND POLICY:** No refund of space rental fees will be given to the Vendor unless the AHBA is able to re-rent the space by December 31. After December 31, no refunds will be given. All cancellations must be in writing to the AHBA. If Vendor is unable to occupy their space, has provided written notice to the AHBA, and if the space is re-rented, then a refund may be given, less a \$50 handling fee, on the following basis: by December 31, 2018—full refund (less the handling fee); after December 31, 2018 no refund will be given. In the event Vendor fails to occupy the booth space contracted before 8:00a.m. on the first day of the Show, Show Management shall have the right to utilize such space in any manner it chooses. This will in no way release Vendor from its obligations nor shall Vendor be entitled to a refund. Space may be re-sold with no refund.
2. **USE OF SPACE:** The Vendor is entirely responsible for the space leased and shall not injure, mar, or deface the premises, and the Vendor shall not drive, nor permit to be driven, any nails, hooks, tacks, or screws in any part of the building. Furthermore, Vendor shall not affix to the walls or windows of building any advertisement, signs, etc. or use Scotch tape, masking tape, or any other adhesive type materials on painted surfaces. The Vendor agrees to reimburse the facility and/or decorator for any loss or damage to the premises or equipment occurring in the space leased to the Vendor.

The aisles, passageways, and overhead spaces remain strictly under the control of the Management, and no signs, decorations, banners, advertising matter, or special exhibits shall be permitted in them except by special written permission of the Management. All booths and their personnel must remain within the confines of their own spaces, and no Vendor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury, or disadvantageously affect the display of other Vendors. No interference with the light or space of another Vendor will be permitted. This includes erecting signage so that it can be read only while facing the booth it advertises. The space contracted is to be used solely for Vendor whose name appears on the contract, and it is agreed that Vendor will not sublet or assign any portion of the same without the written consent of the Management. This includes sharing a booth with another company at no charge.

**Promotion of or promotional material of goods not installed or sold by Vendor is not allowed in booth area.** All demonstrations or promotional activities must be confined within the limits of the purchased space. Noise resulting from there must not interfere with other Vendors. The operation of stereos, radios, televisions, musical instruments, or other equipment must not distract other vendors or be objectionable to them.

There will be no yard sticks, balloons or popcorn allowed as giveaways. Balloons as decoration are allowed with approval of Venue Management.

### 3. RULES FOR EXHIBITS:

A. All booths and decorations **MUST** concur with the facility, city ordinances, and local building and fire codes. Any violations may result in the removal of any materials found to be in violation. Materials for booth decorations and construction must be fire retardant.

B. **RIGHTS OF MANAGEMENT:** The Management reserves the right to refuse any application, restrict or remove booths, without refund, that may have been falsely entered, or may be deemed by the Management unsuitable or objectionable on the entire premises. This restriction applies to noise, P.A. systems, persons, animals, conduct, printed matter, or anything of a character that might be objectionable to the Show or the Management.

In event the exhibition is not held, Management shall not be liable for any damages or expense incurred by Vendors in the event the Show is delayed, interrupted, or not held as scheduled; and if for any reason beyond the control of the Management the Show is not held, Management may retain so much of the amount paid by Vendors as is necessary to defray expenses already incurred by the Management.

**Management has full and final decision-making authority on the placement of any booth in the Show.**

C. **TERMS AND CONDITIONS:** This contract contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

D. **ATTORNEY'S FEES:** In the event suit or action is brought by any party under this agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to a reasonable attorney's fee to be fixed by the trial and appellate courts.

4. **SECURITY:** We wish to provide the tightest security possible for the protection of Vendor's properties. However, neither the AHBA, the facility management, nor our insurance company are financially liable for loss or "mysterious disappearance" of any kind. We recommend all Vendors contact their insurance company to confirm proper coverage of exhibit materials. Please read carefully the coverage provided by decorators and shipping companies to determine if additional coverage is necessary. Any additional security must be arranged by the Vendor at his or her own expense, directly from the facility.
5. **LIABILITY:** Neither the 2018 AHBA Anchorage Home Show, the George Sullivan Sports Arena, the electrical distribution contractor, the Anchorage Home Builders Association, nor their representatives, nor any member of the above named will be responsible for any injury, loss, or damage that may occur to the Vendor or the Vendor's employees or property from any cause whatsoever. The Vendor, on signing the contract, expressly releases the aforementioned from any and all claims for such loss, damage, or injury. The facility will be locked during the time that booths are not being shown, and security guards will be on duty in the arena and outside the exhibit tent.
6. **INDEMNITY AGREEMENT:** The Vendor agrees to fully indemnify, defend and hold harmless the AHBA and its officers, agents and members from any and all claims or lawsuits arising out of any action or inaction by Vendor that forms any claimed basis for such claim or lawsuit, regardless of whether such claimed basis has merit. Vendor shall be solely responsible for claims or suits brought against Vendor, and Vendor shall not seek to assign or apportion fault to the AHBA, or any of its officers, agents or members in the event of a claim or lawsuit brought against Vendor. Each person whose signature appears on the application represents and affirms that he or she has the legal authority to execute this Indemnity Agreement.

Vendor shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third-parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. Vendor specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. Vendor agrees to indemnify, defend, protect and hold harmless AHBA of and from all and all manner of Losses arising in any way from the use by Vendor of proprietary intellectual property of third parties under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display, or performance by Vendor, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, and all other publication, display or performance means whatsoever.