

Exhibit Space Application & Contract

2023 Portland Spring Home & Garden Show[®]

Portland Expo Center | February 23-26, 2023

INV# _____
Date: _____
Booth # _____
Booth Size _____
C# _____ A# _____

By submitting this **EXHIBIT SPACE APPLICATION & CONTRACT** (this "Contract") to Home Builders Association Metro Portland (hereinafter referred to as "Management"), the undersigned (hereinafter referred to as "Exhibitor") requests the lease of space in the **2023 Portland Spring Home & Garden Show[®]** (hereinafter referred to as the "Show"). Exhibitor understands that acceptance into the Show is at the discretion of Management. **ENCLOSED IS THE REQUIRED DEPOSIT. The balance is due and must be paid in full on or before February 6, 2023.** If the space cost is not paid within 30 days after due date, any unpaid portion of the balance due will be subject to a service charge at a periodic rate of 1½% per month which is an annual % rate of 18%.

Exhibitor agrees to the following and to the terms, conditions, authorizations, and covenants on all attached pages of this Contract, which are incorporated in and form a part of this Contract. Upon acceptance of this Contract by Management, Exhibitor agrees to lease booth space **as assigned by Management** and noted above for the duration of the Show, **February 23-26, 2023.** **By signing this contract I/we agree to read and follow any rules and regulations posted at <https://www.homeshowpdx.com/p/exhibitorinfo>. This page will be updated as guidelines change.**

EXHIBITOR/COMPANY INFORMATION (PLEASE PRINT OR TYPE)

EXHIBITOR/COMPANY NAME	CCB # / WA L&I #	PORTLAND HBA #
PERSON WHO IS TO RECEIVE EXHIBITOR INFORMATION	BUSINESS #	CELL #
ADDRESS	CITY	STATE ZIP
E-MAIL ADDRESS	WEB ADDRESS	

(Please Note ALL Products and Services Here That Will Be Exhibited)

PAYMENT INFORMATION (PLEASE PRINT OR TYPE)

HBA or OAN Member# _____

Booth # _____ Corner Y/N _____ Booth Size: _____ x _____

TOTAL RENTAL FEE (US FUNDS) \$ _____

REQUIRED DEPOSIT - 50% \$ _____

Deposit required when submitting this application and is non-refundable after space has been assigned by management.

Discounts \$ < _____ >

BALANCE DUE \$ _____

Contracts received after 02/06/23, must include payment in full.

EXHIBIT SPACE RENTAL FEES			
Space-Standard	Exhibitor	*HBA Member	Deposit
1 Booth (10x10)	\$1300	*\$1200	50%
Add'l booths	\$1300 x _____	*\$1200 x _____	50%
(*HBA members-5 amps power, parking pass incl)			
~Plant	\$350 per booth (plant,artisan)		
~Nursery	(DUE in FULL)		
~Artisan	(OAN Members - \$50 discount per 10' x 10')		
*Restrictions apply. See terms & conditions below			
<input type="checkbox"/> Request Corner (\$100 per corner) 1 Booth = 10' x 10'			

CHECK PAYMENT

Check payable to: **PORTLAND SPRING HOME & GARDEN SHOW**

There will be a \$50 charge for any check returned.

EXHIBITOR/COMPANY NAME _____

CHECK # _____	DATE _____	AMOUNT _____
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CREDIT CARD PAYMENT

Call 503-479-2660 or complete the form below.

By checking this box you agree to let us charge your card for the deposit due-50%, and again on 02/06/23 on any remaining balance.

Card #	_____	_____	_____	_____
Exp. Date:	/		CCV:	
Billing address if different than above.				
STREET ADDRESS				
CITY			STATE	ZIP
NAME ON CARD				

Return Completed Contract to:
HBA Metro Portland / 2023 Portland Spring Home & Garden Show
 15555 SW Bangy Rd, Suite 301
 Lake Oswego, OR 97035
 Phone: 503-479-2660 Fax: 503-684-0588
 Email: homeandgardenshowsh@hwapdx.org

APPLICATION / CONTRACT

75th Annual



Portland Expo Center – Portland, Oregon

FEBRUARY 23-26, 2023

Application/Contract

The enclosed agreement will serve as both your application and your contract. Fill out the Application/Contract completely, reading all rules and regulations. **SIGN THE CONTRACT, KEEPING A PHOTOCOPY FOR YOUR RECORDS AND MAIL, EMAIL OR FAX IT WITH YOUR NON-REFUNDABLE DEPOSIT TO THE ADDRESS BELOW.** To pay by credit card please provide credit card information on the application or call our office at 503-479.2660.

This agreement is the complete, unambiguous, final, and exclusive statement of the terms of the agreement between the parties; supersedes and replaces all prior and contemporaneous agreements and understandings, whether oral or in writing; and may be modified only in writing and signed by an authorized representative of management.

An exhibitor may return the signed contract by fax, email or mail. When the copy is signed by management the agreement will be complete and binding.

Exhibitor - If you do not return your **SIGNED** contract your company name will not appear in the show's publication.

Booth Allocation

Booth space will only be allocated once your signed Application/Contract and **non-refundable deposit** have been received. Your exhibitor sales representative will confirm with you your booth space allocation.

Payment Schedule

Balance in full is due by **February 6, 2023**. Full payment must accompany any Application/Contract submitted after February 6, 2023. **Show management reserves the right to make any necessary modifications to the floor plan.**

RETURN YOUR APPLICATION / CONTRACT TO:

Home Builders Association of Metro Portland
15555 SW Bangy Road, Suite 301 | Lake Oswego, OR 97035

Phone: 503- 479-2660 | Fax: 503-684-0588

Website: www.homeshowpdx.com

Show email: homeandgardenshows@hbapdx.org

Yvonne Lerch, Strategic Partnerships Manager – yvonne@hbapdx.org

TERMS AND CONDITIONS

- WHEN CONTRACT IS EFFECTIVE** – There is an effective agreement between the parties only when the acknowledgment copy of this Exhibit Space Application & Contract (this "Contract") is signed by Exhibitor, returned to Management with the required deposit, and accepted by Management. Management is under no obligation whatsoever until the acknowledgment copy is signed and returned to Management with the required deposit.
 - MANAGEMENT'S TERMS AND EXHIBITORS' MANUAL GOVERN** – Only the terms and conditions stated on the first page and attached pages of this Contract are binding on Management, and acceptance of this Contract is expressly limited to these terms and conditions, which include the Exhibitor's Manual, as established in writing for all exhibitors by Management, and which is incorporated into and made a part of this Contract. Exhibitor will conclusively be deemed to have accepted all of the foregoing terms and conditions as the final, complete, and exclusive statement of the terms and conditions of the transaction described in this Contract. NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS ARE OR WILL BE ACCEPTED BY MANAGEMENT OR OBLIGATE MANAGEMENT UNLESS SIGNED BY MANAGEMENT'S AUTHORIZED REPRESENTATIVE. ANY AND ALL ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS NOT SO AGREED TO BY MANAGEMENT ARE NOT, AND WILL NOT BE DEEMED TO BE, ACCEPTED.
 - USE OF SPACE; EXHIBIT HOURS** - The contracted space is to be used solely by Exhibitor for the products, services, manufacturers, and brands identified in writing in this Contract. No portion can be sublet or assigned. Exhibitor shall forfeit all rights to the space, all prepaid space costs, and upon demand will pay any balance owing to Management, if Exhibitor fails to occupy or use the space as specified and required herein, or fails to have the exhibit completed and in place by 10:00 a.m. opening day of the Show, or on any other breach of this Contract. If Exhibitor forfeits the space, Management may re-let the space without liability. Management shall determine and publicize the exhibit hours the Show will be open to the public each day.
 - ALL EXHIBITS MUST COMPLY WITH ALL CITY, STATE, AND FEDERAL LAWS, ORDINANCES, REGULATIONS, AND FIRE MARSHAL INSTRUCTIONS. ANY AND ALL CITY, STATE, OR FEDERAL LICENSES, INSPECTIONS, OR PERMITS REQUIRED BY LAW OF ANY EXHIBITOR IN THE INSTALLATION OR OPERATION OF EXHIBITOR'S DISPLAY MUST BE OBTAINED BY EXHIBITOR AT EXHIBITOR'S OWN EXPENSE PRIOR TO THE OPENING OF THE SHOW. EXHIBITOR MUST HAVE IN EXHIBITOR'S POSSESSION AT THE SHOW ANY LICENSES OR PERMITS REQUIRED BY THE CITY OR THE STATE.**
 - EXHIBITOR'S LIABILITY FOR SPACE; NO RUNNING OF ENGINES** - Exhibitor is entirely responsible for the space it occupies and must not injure, mar, or deface the premises. Exhibitor must not drive nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the Building(s). Furthermore, Exhibitor must not affix to the walls or windows of the Building(s) any advertisements, signs, etc., or use adhesive type material on painted surfaces. Automobiles, trucks, and similar conveyances must have drip pan and/or protective material under them to safeguard the floor from oil stains, etc., and all landscaped areas must have a similar barrier under to safeguard the floor. Oil, propane, diesel, or gasoline engines cannot be operated. Exhibitor will reimburse Management and/or the [Portland Exposition Center](#) for any loss or damage occurring to the premises or equipment.
 - DELIVERY; MERCHANDISE REMOVAL** – All shipments of Exhibitor's exhibits and merchandise must be PREPAID. No exhibits, part of an exhibit, or merchandise may be removed from the Building(s) until 6:00 p.m. of the Show's closing day without a Removal Contract signed by Management.
 - AISLES AND DISPLAYS** - The aisles, passageways, and overhead spaces remain under the control of Management, and no signs, decorations, banners, advertising matter, or exhibits will be permitted in those areas except by written permission of Management. All exhibits and personnel must remain within the confines of their own spaces, and Exhibitor will not erect signs or display products obstructing the view, occasion injury, or adversely affect the display of any other exhibitors. No signs, partitions, apparatus, shelving, etc., may extend more than ten feet above the floor along the rear of an exhibit without prior approval of Management. No inflated balloons may be handed out or sold.
 - INSTALLATIONS** - Any special carpentry, wiring, electrical, or other work, steam, water, or drainage connections shall be installed at Exhibitor's expense, and in accordance with the direction and requirements of the [Portland Exposition Center](#) or Management.
 - *ELECTRICITY** - 120 and 208 volts, 60 cps., single or 3-phase, is available in the building. Each booth may be furnished with one fused 5-amp receptacle outlet of up to 500 watts capacity, Exhibitor must contact Show Electrical Contractor directly to order, pay and activate any and all power needs. All electrical connections must be equipped with an Equipment Ground Conductor. For any and all electrical requirements, please contact the Show Electrical Contractor.
 - ALCOHOLIC BEVERAGES** - Exhibitors and their employees, agents, and guests must not consume any alcoholic beverages except in designated areas. Management, in its discretion, may remove Exhibitor and the exhibit from the Show without refund for violation of this restriction.
 - REASSIGNMENT OF SPACE; NO RESERVATION OR GUARANTEE** - Management has the right and privilege of moving Exhibitor to another location in order to conform to all City, State, and Federal laws and regulations and the general display requirements and guidelines of Management. This Contract does **not** reserve for, or guarantee to, Exhibitor any space, a specific area or space priority, right of first refusal, or any other manner of participation in any future show.
 - RIGHT TO REQUIRE REMOVAL** – On breach of this Contract by Exhibitor, Management reserves the right to require removal of all items of merchandise or service not described on the first page of this Contract, and to restrict or remove exhibits that have been falsely entered, violate this Contract, or are deemed by Management, in its sole discretion, as unsuitable or objectionable. Exhibits deemed unsuitable or objectionable must be removed if the conditions are not immediately corrected after one oral or written warning. Unsuitable and objectionable exhibits include, but are not limited to, unspecified uses, noise, public address systems, obstructed sightlines, persons, animals, birds, things, conduct, printed matter, odors, food, or anything deemed objectionable by Management, the [Portland Exposition Center](#), or the general public. The exhibits removed under this paragraph shall not receive a refund.
 - CANCELLATION OF CONTRACT ON BREACH OR BY EXHIBITOR** - If Exhibitor defaults or violates this Contract or any other agreement with Management, Management may cancel this Contract and other agreements with Exhibitor including any for future shows, and may refuse to enter into any agreement with Exhibitor for future shows. If Management cancels this Contract for breach by Exhibitor, or Exhibitor cancels this Contract for any reason, monies paid to Management by Exhibitor shall be retained as follows: if cancellation occurs 60 days or more before the start of the Show, Management shall retain the required deposit as noted on the first page of this Contract and return the balance to Exhibitor; if cancellation occurs within 60 days of the Show, the entire amount paid to date by Exhibitor shall be retained by Management. The retained monies shall be liquidated damages for the direct and indirect costs incurred by Management for organizing, setting up, and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal including resale of the space. **ANY CANCELLATION BY EXHIBITOR MUST BE IN WRITING.**
 - LIABILITY OF MANAGEMENT ON OTHER CANCELLATION** – Except as provided in paragraph 13 above, if the Show is cancelled, delayed, interrupted, or not held as scheduled for any reason, other than an act of God, Exhibitor's damages shall be limited to only a refund of the cost of the reserved space paid to Management, and Management shall not be liable for any other damages or expenses, whether direct, indirect, or consequential. Management shall not be liable for any refund, damages, or expenses if caused by an act of God or force majeure.
 - SECURITY FOR SPACE PAYMENTS** – Exhibitor's failure to pay as agreed shall entitle Management to take possession of and Exhibitor hereby grants Management a security interest in and lien on all merchandise, materials, and the exhibit displayed by Exhibitor and to retain the same as security for such unpaid amount. Management shall have the right to dispose of same without notice to Exhibitor in such manner as it deems appropriate in accordance with applicable law whether by sale or otherwise. Any sale proceeds shall be retained by Management in payment of expenses incurred in disposing of such property and in payment of unpaid amounts, any excess shall be distributed to Exhibitor.
 - WARRANTY OF NON-INFRINGEMENT** - Exhibitor warrants that no part of its exhibit or show activities will infringe the rights of any third person for patent or copyright. Exhibitor will defend Management against any claim of infringement and will pay resulting costs, damages, and attorney fees finally awarded.
 - INDEMNIFICATION** - Exhibitor shall protect, defend, indemnify, and hold harmless Management, the [Portland Exposition Center](#) and MERC, their officers, agents, and employees from and against any and all claims, damages, liabilities, losses, and expenses including attorney's fees ("Claims") arising out of or resulting from the exhibit and the activities of Exhibitor and the officers, contractors, licensees, agents, employees, guests, invitees, or visitors of Exhibitor, including but not limited to Claims arising out of or resulting from performance of live or recorded music or other copyrighted works with the exhibit and arising out of or resulting from disputes between exhibitors regarding violations of unfair trade practice laws or patent or copyright laws.
 - INSURANCE** - Exhibitor must secure and maintain liability insurance, naming Management, the [Portland Exposition Center](#), and MERC, their officers, agents, and employees as additional insurers, as will protect them from all Claims that may arise out of or result from the activities of Exhibitor. A certificate of insurance must be furnished to Management before Exhibitor occupies its space. Neither Management nor the [Portland Exposition Center](#) shall be responsible for loss or damage occurring to the exhibit or sustained by Exhibitor from any cause. Such additional insurance, if desired, must be obtained by Exhibitor.
 - EXHIBITOR'S CONSENT** – Exhibitor hereby consents to Management's royalty-free use of visual and audio reproduction of Exhibitor and its employees and exhibit(s) including without limitation recordings, photographs, video tapes, films, and other images or likenesses for the purpose of Management's advertisement and promotion of this and future shows. Exhibitor also agrees to allow Management to send faxes and e-mails pertaining to the Show.
 - DISPUTES BETWEEN EXHIBITORS** – Management shall have no responsibility for settling any dispute between exhibitors, and Exhibitor expressly releases Management from any liability for any disputes between exhibitors, including, but not limited to, an exhibitor's violations of unfair trade practice, patent, copyright, or trademark laws.
 - GOVERNING LAW; JURISDICTION AND VENUE** – This Contract has been made entirely within Oregon. This Contract, and all claims relating to or arising out of this Contract, or the breach thereof, whether sounding in contract, tort, or otherwise, will be governed by and construed in accordance with the applicable law of Oregon without regard to choice-of-law rules. If any action is commenced by any party to enforce this Contract, or to assert any claim relating to or arising out of this Contract, or the breach thereof, whether sounding in contract, tort, or otherwise, or otherwise with respect to the subject matter of this Contract, jurisdiction and venue will be in the federal or state courts sitting in Portland, Oregon.
- * **PRICING RESTRICTIONS:**
HBA members --\$100 off (\$1300 Standard booth) – Contact exhibit sales manager for details. Offer valid for HBA of Metro Portland member exhibitors at the 2023 Spring Home & Garden Show. *(HBA members also receive up to 500 watts of power included in their booth space)
OAN members -- \$50 off (\$350 Plant/Nursery Booths) - Contact exhibit sales manager for details. Offer valid for OAN exhibitors at the Spring Home & Garden Show. Plant/Nursery booths are limited to plant sales, nurseries, garden clubs, etc type businesses only.
- CONTRACT PREPARED BY Home Builders Association of Metro Portland**
COPYRIGHT 2020 Portland Spring Home Show registered trademark of the HBA Metro Portland OR-PHS-2018