



April 4 - April 7, 2024
 RI CONVENTION CENTER • PROVIDENCE, RI



Company Name/Exhibitor _____
 Name in Show Program/ID Sign (if different than co. name) _____
 Address _____
 City _____ State _____ ZIP _____
 Contact _____ Title _____
 Phone _____ Cell _____
 Email: _____ Website _____
 RI Contractors' Registration or License #: _____

Products or services to be exhibited: (only those products or services listed below may be exhibited and must have Show Management approval)

This is a contract between RI Builders Association (RIBA), hereinafter referred to as "Show Management" and: _____ (the above exhibitor) for exhibit space in the 2024 RI Home Show.

RIBA members receive an additional 5% discount on their booth rental fee. Please check here if you are a RIBA Member

BOOTH SIZE	BOOTH PRICING
Up to 199 sq.ft.	\$17.50 per sq. ft.
200-899 sq. ft.	\$17.00 per sq. ft.
Over 900 sq. ft.	\$15.75 per sq. ft.
Corner Charges	\$125.00 per corner
Direct Sell Rate	\$21.75 per sq. ft.

PAYMENT SCHEDULE	
30% Deposit Due with Signed Contract	\$ _____
30% Deposit Due Nov. 8, 2023	\$ _____
Balance Due Jan. 30, 2024	\$ _____

EXHIBIT SPACE REQUEST

Booth spaces are *not guaranteed* and are assigned at the sole discretion of Show Management. Exhibit space is subject to cancellation by Show Management unless payments are received by the deadlines listed above.

BOOTH PREFERENCE # OPTIONS 1. _____ 2. _____
 \$ _____ PER/SQ. FT. X _____ TOTAL SQ. FT. = \$ _____
 _____ CORNERS @ \$125.00 Each = \$ _____
 BOOTH RENTAL TOTAL = \$ _____

Please sign and return **BOTH SIDES** of completed application with deposit by mail, fax, or email to:

Rhode Island Builders Association
 450 Veterans Memorial Parkway #301,
 East Providence, RI 02914
 P: 401.438.7400, F: 401.438.7446
 Email: RIHomeshow@ribuilders.org

PAYMENT

Company check preferred. US banks only. Please find my check attached
 (payable to Rhode Island Builders Association) \$ _____

OR Charge to my: Visa MC Amex Disc \$ _____

Credit Card # _____ Expiration Date _____ Security Code _____

By signing below, I authorize Show management to process all payments on the above credit card. All payments will be charged based on the payment schedule above.

Card Holders Name _____ Signature _____

BY SIGNING THIS APPLICATION & CONTRACT, Exhibitor agrees to pay the above total sum for exhibit space. Exhibitor agrees to abide by all Rules & Regulations governing the Show, attached hereto & those found in the Exhibitor Manual to be provided, all of which are a part of this contract. A written acceptance of this application by Show Management constitutes a contract.

Name (Please print) _____ Title _____
 Authorized signature on behalf of exhibiting co. _____ Date _____

For Show Management Use Only

Accepted By: _____ Title: _____ Date Received: _____ Deposit Received: _____
 Check # _____ Balance Due: _____ Space Assigned: _____ Corners: _____ Space Size: _____
 Notes: _____

GENERAL RULES AND REGULATIONS

- 1. Contract.** The Rhode Island Home Show (hereinafter referred to as the "Show"), is held by the Rhode Island Builders Association. The Rhode Island Builders Association and its authorized representatives and assignees are hereinafter referred to as **"Show Management"**. **"Exhibitor"** herein means the person or entity that applied for exhibit space in the Show and his, her or its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. Show Management has the exclusive and unconditional right to accept or reject any Application submitted for exhibit space. The parties agree that the within contract is not a lease and does not create a tenancy hereunder.
- 2. Conditions of Acceptance.** It is agreed that the Conditions, Rules and Regulations, printed herein and in the Exhibitor Manual, provided prior to the Show, are made a part hereof as though fully incorporated herein, and that the said Exhibitor agrees to be bound by each and every one thereof.
- 3. Space and Assignment.** The Show shall be held at the Rhode Island Convention Center (hereinafter referred to as the "Convention Center"). SHOW MANAGEMENT RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS & TO CHANGE ASSIGNMENTS AT ANY TIME. Show Management will make reasonable efforts to separate booth space occupied by Exhibitors of like product or services, but no assurance or guarantee can be given as to such separation. In addition, Show Management has the exclusive and unconditional right to close the exhibit of any person or entity whose products, displays or conduct are not, in the opinion of Show Management, compatible with the general character, policies and/or objectives of the Show. Exhibit space is subject to cancellation by Show Management unless payments are received by the deadlines listed in this contract. Exhibit space payments shall be in U.S. dollars, through a U.S. bank.
- 4. Use of Space.** No Exhibitor shall assign or share the space allocated to it with another firm, person or entity. Exhibitors are not permitted to feature names or advertisements of non-exhibiting firms, distributors or agents in Exhibitor's display, except parent or subsidiary companies. Exhibitor must display only goods manufactured or marketed by it in the regular course of its business, including those listed in this contract and approved by Show Management.
- 5. Installation and Removal.** Show Management reserves the right to fix the time for installation of each exhibit prior to the Show opening and for removal after the conclusion of the Show. Installation of exhibits must be fully completed prior to Show opening. Any space not visibly claimed and occupied by Show opening may be reassigned by Show Management without refund to original Exhibitor. Exhibits must remain intact for the entire Show and are not to be dismantled prior to the Show closing. Exhibits must be removed no later than 11:00 a.m., Monday, April 3, 2024. After this time, Show Management is hereby authorized to remove and discard, at Exhibitor's sole expense, any material occupying exhibit space and Show Management shall not be liable to Exhibitor for any loss or damage as a result of said removal.
- 6. Operation of Exhibits.** Show Management has the right, without exceptions or qualifications, to enter the exhibit space occupied by Exhibitor and to inspect any material distributed or made available in the exhibit space. Show Management reserves the right to restrict the operation of, or remove completely, any exhibit, exhibit personnel or promotional activities, which in its opinion, detracts from the general character of the Show as a whole. Exhibitors may not use live or recorded music unless prior written consent of Show Management has been obtained. Such Exhibitors will be responsible for all applicable licenses, fees and costs of such music. Exhibits must cease operation, demonstration or distribution of samples of any kind whenever such action blocks the Show aisles or in any way handicaps nearby Exhibitors. All promotional activities as defined by Show Management must be confined to the limits of the Exhibitor's assigned space. No advertising material on any medium or promotion of any kind is permitted outside the confines of the Exhibitor's assigned space. Any advertising, promotion or other scheme that might be construed as a lottery is prohibited. It may be necessary for the conduct of other exhibits or Show operations to access utility connections in Exhibitor's booth. Exhibitor expressly agrees to permit such access, which may include placing of piping, cable, conduit, ramping, etc. within the Exhibitor's booth. Exhibitor must have a booth representative present in the exhibit booth, and exhibit must be fully operational, at all times the Show is open. Exhibitor shall construct and operate its exhibit at the Show in compliance with all applicable requirements of the Americans with Disabilities Act, its regulations and guidelines (collectively the ADA). Exhibitor grants its full permission to Show Management for Show Management's use, reproduction and display of Exhibitor's name and trade name(s), and the name(s) of Exhibitor's products and services, in any directory or other listing of Show exhibitors in any and all media. Show Management will not be liable for any errors or omission of Exhibitor from any directory or other listing. Exhibitor grants permission to Show Management to photograph or video record Exhibitor's exhibit space and workers, before and during the Show, and to use the same for the Show's promotional or archival purposes.
- 7. Exhibits and Public Policy.** Each Exhibitor is charged with the responsibility for knowledge of, and shall comply in all respects with, all applicable federal, state and local laws, ordinances and regulations while participating in the Show. Exhibitor's compliance with such laws is mandatory and the sole responsibility of the Exhibitor. All Exhibits must conform to the rules and regulations of the Fire Department having local jurisdiction. In the event of conflict between these rules and regulations, those set forth in the Exhibitor Manual, and the requirements of authorized agencies or the Convention Center, the requirements of the authorized agencies and Convention Center will control this contract.
- 8. Liability and Insurance.** The Exhibitor is responsible for the custody and control of its property while in transit to and from the exhibit hall and while it is in the exhibit hall. Neither Show Management, its service contractors and the Convention Center, nor any officers, staff members or directors of any of the same, are responsible for the safeguarding of Exhibitor's property from theft or from damage by fire, accident, vandalism or other causes; and Exhibitor expressly waives and releases any claims or demands it may have against any of them by reason of any damage to, or loss of, any property of the Exhibitor, except to the extent such damage, loss or costs incidental thereto are caused by or result from the gross negligence or intentional acts or omissions of the Show Management, its service contractors, the Convention Center, its officers, staff members, directors, or volunteers. The Exhibitor agrees to defend and hold harmless Show Management, its service contractors, the Convention Center, and the officers, staff members and directors of all of the same from any and all liabilities, claims, loss, cost or expense, including court costs and attorney's fees, arising by reason of any damage or injury, including death, which may arise from the operation of or in connection with its exhibit, except to the extent such damage, loss or costs incidental thereto are caused by or result from the gross negligence or intentional acts or omissions of the Show Management, its service contractors, the Convention Center, its officers, staff members, directors, or volunteers. Exhibitor shall obtain and maintain during the period of the Show, one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate general liability insurance. Show Management shall have the right to require proof of insurance. The Exhibitor agrees to defend and hold harmless Show Management from all liabilities, claims or expense for any trademark, copyright or patent infringement arising out of the operation or promotion of its exhibit, except to the extent such damage, loss or costs incidental thereto are caused by or result from the gross negligence or intentional acts or omissions of the Show Management, its service contractors, the Convention Center, its officers, staff members, directors, or volunteers. The Exhibitor, and its agents and/or contractors, shall not injure or deface any property of the Convention Center, the booths or the equipment of service contractors or other Exhibitors. When such damage occurs, the Exhibitor is liable to the owner of the property so damaged. It is recommended, but not required, that Exhibitor also obtain complete broad form insurance coverage, including extraterritorial coverage, at its own expense, covering its liability for property loss or damage.
- 9. Union Jurisdiction.** Exhibitor is required to comply with all contracts in effect between service contractors, the Convention Center, Show Management and the labor organizations involved. Any Exhibitor requiring the use of labor services in assembling and dismantling of its exhibit will not be permitted to use employees of firms other than its own or of the Official Contractor.
- 10. Events of Default and Remedies.** Any Failure of an Exhibitor to make any payment when due hereunder and any failure to comply with any other provision hereof is an Event of Default. Upon the occurrence of an Event of Default, Show Management shall have the right to reassign the Exhibitor's booth, including the right to take possession of such space and to reallocate it to another Exhibitor. Inasmuch as damages upon the occurrence of an Event of Default are extremely difficult or impracticable to calculate, the parties agree that Show Management shall be entitled to retain as liquidated damages, and not an unlawful penalty, all sums paid by Exhibitor to Show Management. Such liquidated damages shall be in lieu of any other remedy available to Show Management; provided however, that the foregoing liquidated damages provision shall be inapplicable to any Event of Default occurring under Paragraph 8 above. Show Management may resort to any remedy available to it at law or in equity with respect to any Event of Default occurring under Paragraph 8 above.
- 11. Force Majeure and Cancellation of Show.** If an act or acts of God; acts of terrorism or other violence; governmental actions, regulations or orders; fire, explosion, earthquake, flood, disaster, war, civil disorder (in-cluding riots, lockouts, boycotts, labor strikes, marches and demonstrations of any kind); curtailment of transportation modes or outlets; epidemic, pandemic or other health crisis; or other emergency, makes it impossible, illegal or inadvisable for the Show Management or the Convention Center to provide the facilities or services contracted herein, then this Contract will terminate without further obligation on the part of the Exhibitor, Show Management or Convention Center. In addition, Exhibitor expressly waives any claim against Show Management and/or Convention Center for refunds, loss of business, loss of profits, consequential or special damages, or compensation of any kind due to the cancellation or postponement, in whole or in part, of the Show pursuant to the previous sentence. If the Show, however, is not held for any reason or cause not described in the first sentence of this paragraph, this contract shall be deemed terminated and Show Management shall refund to the Exhibitor all charges for space paid by Exhibitor to Show Management, less Show management's actual incurred expenses. If the Show commences, however, but for a reason or reasons not described in the first sentence of this paragraph is closed prior to the scheduled closing date or does not run for all days originally scheduled, this contract shall not be terminated and Exhibitor may receive a partial refund from Show Management for those days the Show did not run, less Show Management's actual incurred expenses for said Show. (The partial refund is calculated by first determining the prorated daily cost to Exhibitor for Exhibitor's assigned space based on the number of days originally scheduled for the Show; and then multiplying the prorated daily cost by the number of days the Show was not held.)
- 12. Other Regulations.** Any and all matters not specifically covered by the preceding Rules and Regulations or covered in materials supplied to Exhibitor in the Exhibitor Manual, or otherwise, shall be subject to the sole discretion of Show Management. Show Management shall have full power to augment, interpret, amend and enforce these Rules and Regulations, and to make additional Rules and Regulations, provided any augmentations or amendments, when made, are provided in writing to Exhibitor before the start of the Show. Each Exhibitor, for itself, its employees and its representatives, agrees to abide by the foregoing Rules and Regulations and any amendments or additions thereto.