

21st Century Building Expo & Conference Rules and Regulations

In addition to these rules and regulations, all exhibitors are subject to the rules of the Charlotte Convention Center and any other rules and regulations established and noticed to exhibitors.

I. Definition

The 21st Century Building Expo & Conference serves to provide building industry professionals in the southeast a three-day event featuring the highest quality speakers, educational seminars and training sessions while providing exhibitors a venue to display, demonstrate and promote their goods and services to a highly targeted audience of building professionals.

The 21st Century Building Expo & Conference (hereinafter referred to as "21CBEC") is a tradeshow sponsored by the North Carolina Home Builders Association (NCHBA).

Exhibitors contract for space with NCHBA per the terms of a written 21st Century Building Expo & Conference contract (hereinafter referred to as "Expo Contract"), which shall incorporate, by reference, these rules and regulations.

- A. Exhibit Management shall be defined as the NCHBA staff that are therefore responsible for the administration of the 21st Century Building Expo & Conference. They shall have all of the authority set forth in these Rules & Regulations to administer said Rules and Regulations.
- B. Disputes: Exhibitors must submit any and all disputes related to the Expo to the NCHBA. Any disputes not specifically provided herein, must be noticed in writing to the address of the North Carolina Home Builders Association, to the attention of the Director of Conferences and Professional Development. Such disputes shall be resolved by the NCHBA in its sole discretion.
- C. Additional Rules/Penalties: In addition to the rules and penalties listed elsewhere in these policies, the NCHBA may establish additional rules and penalties as shall be deemed necessary in the best interest of the 21CBEC.
- D. Amendments: Any and all matters, or questions, not specifically covered by these Rules and Regulations shall be subject solely to the decision of Exhibit Management. 21st Century Building Expo & Conference reserves the right to make changes, amendments and additions in these Rules and Regulations and in the Exhibitor Service Kit at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes.

II. Eligibility

- A. Prospective exhibitors may apply for exhibit space in the 21CBEC by submitting a completed Expo Contract plus any other required items. Applications will not be processed unless all required items have been submitted.
- B. Expo exhibitors may display within the confines of their leased space only those products or services comprised of materials, equipment, apparatus, systems, or other component products pertinent to the construction and building industry. Exhibitor shall not exhibit or permit to be exhibited in their booths any merchandise not part of their own regular products, nor shall they exhibit any advertising or promotional material directly pertaining to such products. Exhibitors must be manufacturers of the product or services displayed or manufacturer's representatives displaying products of eligible manufacturers.

Exhibitors may not feature names or advertisements of non-exhibiting manufacturers, distributors or agents unless the parent company or a subsidiary is exhibiting.

- C. Expo Management reserves the right to reject, remove or prohibit any exhibit in whole or in part, or any Exhibitor or its representative if in the opinion of Expo Management the exhibit or the activities of the Exhibitor or its representatives violate this agreement or are detrimental to the aims, goals and purposes of the 21CBEC. If any exhibit or any exhibitor is rejected for violation of these rules and regulations or for any other stated reason, no return of rental fees shall be made.
- D. To be eligible for participation, all exhibitors must be free of outstanding debts to the 21st Century Building Expo & Conference and NCHBA: 1) when a contract for exhibit space in the Expo is submitted to the NCHBA; 2) at the time of final payment for booth rental; 3) five business days prior to the set-up for the 21CBEC.

III. Exhibitor Fees

- A. Applicable exhibit fees for HBA members and nonmembers will be specified in the Expo Contract.
- B. Booth fees: Payment of the booth fee noted on the Expo Contract includes only the fee to be paid to NCHBA for rental of exhibit space. The price of the booth includes the space itself, a two-line identification sign, 8' high back wall and 3' high side drapery (except island booths), janitorial services for aisles, and exhibitor personnel name badges.
- C. Service Order Charges: Exhibitors must make requests for and pay for service orders (electricity, tables, chairs, etc.) directly to either the Charlotte Convention Center or the official service company selected by NCHBA, whichever is applicable.
- D. Early-Bird Discounts are available per the dates listed on the Expo Contract.
- A. Exhibition fee payment schedule will be as follows:

For contracts executed at the 2011 21CBEC the following schedule applies:

- Booth cancellations made on or before Oct 31, 2011 will not incur a penalty but must be made in writing and delivered to the NC Home Builders Association. After this date, all executed contracts become legally binding.
- Initial 50% of the total exhibition fee is due on or before December 31, 2011.
- Final 50%, for the cumulative 100% of exhibition fee, is due no later than May 31, 2012. (For contracts that are executed after December 31, 2011 and on or before May 31, 2012)
- Initial 50% of the total exhibition fee is required within fourteen (14) days of the contracts execution.
- Final payment follows the schedule above.

Contracts executed after May 31, 2012 require 100% of the total exhibition fee within fourteen (14) days of receipt.

- B. Payment for Space/Forfeiture: Exhibitors will be allowed to set up for the Expo ONLY if the final Expo Contract payment and other required items noticed to exhibitors, including but not limited to a certificate of insurance, have been delivered to NCHBA. If these items have not been delivered, the exhibitor forfeits the space. This space may be re-rented or used by NCHBA as it sees fit, without refund, unless arrangements for delayed

occupancy have been approved by Expo Management. In all cases the exhibitor shall remain liable for any unpaid fees.

- G. Downsizing policy: All downsizing requests shall become effective when approved by Expo Management. A fee of 50% of the difference between the cost of the original total exhibition fee and the downsized exhibition fee shall be charged on any Expo Management approved downsizing on or before May 31, 2012. The fee increases to 100% of the difference between the original total exhibition fee and the cost of the downsized exhibition fee after May 31, 2012. In the event that an Exhibitor downsizes (once or multiple times) an existing 21CBEC exhibit space, and then cancels the decreased exhibit space, the cancellation fee, as required by this contract, shall be calculated using the original exhibition fee. All downsizing fees are payable immediately upon downsizing. The above downsizing fee shall apply regardless of the execution date of the contract.

IV. Notice of Expo and Booth Assignments

- A. Priority Notice: On a date to be determined by Expo Management, NCHBA will mail a notice of the upcoming Expo to each of the exhibitors who participated in the previous Expo. The notice will include a deadline by which an Expo Contract and other required items must be returned to NCHBA in order to be given priority consideration for booth assignment over those who were not participants in the previous Expo. The mailing will include an Expo Contract, a copy of the 21st Century Building Expo & Conference Rules & Regulations, and other materials deemed necessary by Expo Management.
- B. Regular Notice: On a date to be determined by Expo Management, not earlier than the date of the priority mailing, notice of an upcoming Expo will be noticed to all other companies/persons who have inquired about the upcoming Expo but did not exhibit previously.
- C. Additional Notices: Other notices may be given as deemed necessary by Expo Management.
- D. Space Assignments: Assignments will be made at the end of the first day of the 2011 21st Century Building Expo & Conference on a priority point basis by the Expo Management and is determined by exhibitor loyalty, space size and NCHBA sponsorship contributions. All exhibiting companies must select booth space according to the priority list and parent or sister companies will not be allowed to reserve space for the other. Due to the number of companies exhibiting similar or related product lines or services, Expo Management cannot guarantee that a company exhibiting similar products or a company's competitor will not be located in a nearby or adjoining booth space; however, every effort will be made to give all exhibitors satisfactory assignment. Beginning on the second day of the Expo, booth selection will be made on a first come, first serve basis for all current Exhibitors. Non-exhibitors will be able to select booth space after October 31. Expo Management reserves the right to change the floor plan, without notice, if in its absolute discretion it deems it necessary to do so to provide a more satisfactory, attractive and successful conference and exposition.
- E. Attendance: NCHBA will make every reasonable attempt, through advertising and promotion, to attract qualified attendees but does not guarantee any particular level of attendance. NCHBA shall have sole control over admission policies at all times.
- F. Booth Preference: The Expo Contract will include an opportunity for each exhibitor to express its preference for booth configuration and may specify the maximum number of

booths available per exhibitor. Expo Management will make every effort to honor exhibitors' booth preference but does not guarantee that requests will be able to be accommodated.

- G. **Waiting List:** After all exhibit space has been assigned, Expo Management shall maintain a waiting list of eligible applicant exhibitors. As necessary, Expo Management will attempt to contact the persons on the waiting list in the order in which their requests were received by NCHBA to offer exhibit space which opens due to cancellation, nonpayment, or failure to occupy space. Expo Management will contact persons on the waiting list in the order in which they were received. If they are unable to reach them after three attempts, staff will contact the next person on the list. Applicants must agree to accept the space during phone contact or be removed from the waiting list.

V. Exhibitor Requirements

- A. **Building rules and municipal ordinances:** Exhibitors agree to obey all the rules of the Charlotte Convention Center which are in effect at the time of the Expo, and to abide by all city, county, state and federal laws, rules, regulations and ordinances to which the Expo is subject. Exhibitors with vehicles in their booth must abide by the Charlotte Convention Center rule #7.29 which states they must conform to all fire rules and regulations. Special attention is called to the Charlotte Convention Center General Rule 7.26 #3 which states "Under no circumstances are helium balloons or adhesive backed decals to be given away or permitted to be used in the Convention Center." Any costs incurred by the Charlotte Convention Center or NCHBA because of the use or removal of these items will be the responsibility of the Exhibitor. A copy of the Charlotte Convention Center Rules and Regulations are available upon request.

The Expo Management will issue a verbal warning to any exhibitor in violation of building rules and governmental ordinances. After a second warning, should the exhibitor take no corrective action, the exhibitor will be expelled from the Expo in progress, without refund. Exhibitors expelled from the Expo shall have their exhibits screened from display, with the cost of screening charged to the exhibitor. Expelled exhibits shall not be removed during Expo hours.

- B. **Sharing of Exhibit Space:** No exhibitor shall sublease or share exhibit space with others without written permission from NCHBA. All exhibitors must comply with the terms of the Expo Contract, the 21st Century Building Expo & Conference Rules and Regulations, and all other applicable rules and regulations. Failure to comply will result in the same action as outlined in V. (A.) above.
- C. **Literature Distribution:** Canvassing any part of the Charlotte Convention Center outside of an exhibitor's contracted exhibit space or at any of the hotels in the 21CBEC Housing Block is strictly prohibited. Any person doing so will be required to leave the building and his/her material removed from the premises. Circulars, catalogues, magazines, folders, and signs may be displayed only in the contracted exhibit space.
- D. **Staffing Exhibit:** By signing an Expo Contract, exhibitors agree to staff exhibits during all hours the Expo is open. Any exhibitor that does not comply with this request shall be suspended from participation in the following Expo and shall be eligible for re-application after suspension only after the priority notice deadline. Unstaffed booths will be screened from display with the cost of such screening to be borne by the exhibitor. Exhibitor appointed contractors (an agent of the Exhibitor) will be bound by the Rules and Regulations as stated herein and in the Exhibitor Kit, and exhibitors shall be responsible for the conduct of contractors they appoint.
- E. **Booth Display Requirements:**

- 1) Displays must remain within the confines of the booth;
- 2) Exhibitors may distribute literature regarding their products only from inside their booth;
- 3) Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Exhibitor's booth shall be suspended for any periods specified by Expo Management;
- 4) Expo Management reserves the right to control the usage and volume of any sound device or instrument;
- 5) Exhibitors, their employees and/or agents, will not engage in any conduct, physical or otherwise, that might damage or be detrimental in any way to the Expo or to the NCHBA;
- 6) Signs may not be hand lettered or drawn. Exhibitors agree to immediately remove any sign which Expo Management considers inappropriate; if the exhibitor fails to do so, Expo Management may remove or have the sign removed, and the exhibitor agrees to pay all expenses in connection with the removal;
- 7) All exhibitors may decorate booths as desired except that Expo Management reserves the right to require alterations or removal of any installation deemed to be detrimental to the best interest of the Expo or the NCHBA. Required alterations may include but are not limited to additional screening/curtaining to be added at the exhibitors' expense. Exhibitors shall decorate booths in a tasteful and aesthetically pleasing manner as determined by the Expo Management.
- 8) Exhibitors may not serve food nor distribute novelties to Expo attendees unless approved in advance by both 21st Century Building Expo & Conference and the management of the Charlotte Convention Center and its food service vendor; failure to comply may result in expulsion from Expo as outlined in V. (A.) above.

F. Home Site Requirements:

- 1) Home sites consist of the actual space the home occupies and does not include decks, porches or landscaping. These items may be added at no additional charge as long as space permits however, exhibitors must have written approval from Expo Management in order to extend beyond the contracted home site space. Expo Management encourages all home sites to provide, at the minimum, landscaping in front of the home. Access to the home must be provided by the exhibitor and such access must provide a hand rail on one side. All homes will be left on their carriers for the duration of the 21CBEC and must be skirted in a manner which gives the home a look of permanence and is appealing to the eye.
- 2) Homes sought to be exhibited must be built in compliance with the same North Carolina state building codes that apply to site built homes. Evidence of such compliance shall be furnished upon request of Expo Management.
- 3) Home sites must comply with all pertinent requirements listed in section V. (E) booth display requirements above.
- 4) It is the exhibitor's responsibility to confirm that all home components will fit within all space allocations of the Charlotte Convention Center regarding, e.g. ceiling height, loading dock doors, etc. The exhibitor will be held responsible for any damages that may occur to the Charlotte Convention Center and its gas or water lines during set up or tear down.
- 5) No gas generators are permitted. Electric generators may be utilized upon the specific prior approval of the Charlotte Convention Center.
- 6) A complete Schedule of Operations for home site delivery and tear down will be provided by Expo Management to the home exhibitors at least two (2) months prior to the date of the Expo. The Schedule of Operations will act as a part of the Rules and Regulations for contractual obligations for exhibit space.

G. Booth Installation and Setup: Expo management and the official service contractor will control all inbound traffic in the loading and unloading areas, in the aisles, or any other

freight patterns. Displays are subject to inspection and approval for safety by the City of Charlotte's Fire Department's Building Inspections Department. Setup must be complete, with all crates removed, by 6:00 p.m. on Wednesday, September 27, 2012. Display space not claimed and occupied by 12:00 p.m. on Wednesday, September 27, 2012 without Expo Management's prior notification may be canceled or reassigned without refund. Expo Management reserves the right at exhibitor's expense to: 1) Assign labor to set up a display that is not in the process of being erected by noon on said Wednesday, prior to show opening; 2) Order the removal of all display materials and crates not in the process of being erected by noon on said Wednesday, prior to show opening. (In case of emergency, in which you cannot arrive in time to set your booth, you must notify Expo Management of late arrival and if possible, arrangements will be made to keep your space in the 21CBEC.)

- H. Dismantling: Exhibits must not be disturbed, dismantled, or removed before the close of the Expo on Friday. All exhibits must be dismantled and removed from the Convention Center by 11:00 p.m. on Friday, September 28, 2012. Exhibitor agrees in the event said exhibit is not packed and removed, Expo Management may arrange for the removal and packing of said booth and exhibitor shall reimburse Expo Management and be responsible for all cost incurred by Expo Management for dismantling and removal of exhibit. Exhibitor truck/vehicle must check in before 9:00 p.m. It is highly recommended that items of value be removed from your booth if you will be returning later to pack your booth. 21CBEC will not be held liable for lost or stolen items.
- I. **Fines: Any exhibitor who dismantles and/or attempts to remove exhibit materials before the close of the 21CBEC floor on Friday, September 28, 2012 will be fined \$100 by Expo Management and/or denied participation in succeeding 21CBEC shows.**
- J. **Insurance Responsibility and Liability:**
 - 1) Insurance: Exhibitor shall, at its own expense, secure and maintain through the term of the Expo Contract, including move-in and move-out days, the following insurance: a) Workers' Compensation Insurance; b) Employers' Liability Insurance with limits not less than \$1,000,000 each accident; c) Commercial General Liability Insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for personal injury, contractual, and operation of mobile equipment. The coverage must include coverage for products/completed operations and liquor liability where applicable; d) Automotive Liability Insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000, including coverage for owned and hired vehicles, including loading and unloading operations. Each exhibitor shall also name The North Carolina Home Builders Association, Inc., its officers, members and employees as an additional insured with respect to the Commercial General Liability Insurance placed for the Expo. ***Such written proof of insurance must be provided to NCHBA on or before the final payment deadline as stated in Expo Contract. Insurance may not be canceled prior to the conclusion of the Expo and exhibitor further agrees to immediately notify NCHBA should any coverage listed above be non-renewed, or canceled by any insurance carrier providing coverage.***
 - 2) Liability: Exhibitor assumes entire responsibility and liability for losses, damages and claims arising out of injury to persons or damage to exhibitor's display, equipment, or other property brought upon the premises of the Charlotte Convention Center and agrees to indemnify, defend and hold harmless the North Carolina Home Builders Association, the Charlotte Convention Center and their owners, agents and employees against all claims or expense for such losses, including reasonable attorney's fees, arising out of the use of the Charlotte Convention Center premises,

excluding any liability caused by the negligence of the NCHBA or the Center or its owners, agents, and employees. The exhibitor understands that neither the NCHBA nor the Center maintains insurance covering the exhibitor's property or lost revenue, and it is the sole responsibility of the exhibitor to obtain such insurance.

VI. Cancellations/Failure to Occupy Space:

- A. Exhibitor Cancellations: All exhibitor participation cancellations must be received by the 21CBEC Expo Management, in writing via certified mail (return receipt requested). The date of cancellation shall be the date that Expo Management received the written cancellation. If the Expo Management does not receive any notice of cancellation, in writing, via certified mail, (return receipt requested), the exhibitor will be liable for 100% of the exhibitor cancellation fee. Both the Exhibitor and the Expo Management acknowledge that in the event of cancellation, Expo Management will sustain substantial monetary losses that cannot be precisely determined. Due to the difficulty of determining and detailing said losses, the Exhibitor agrees to pay the following as liquidated damages (and not as a penalty) if Exhibitor cancels its participation. If written notice of participation cancellation is received by Expo Management by May 31, 2012, Exhibitor agrees to pay a cancellation fee of 50% of the total exhibition fee. If written notice of cancellation is received after May 31, 2012, Exhibitor will be liable for 100% of the total exhibition fee. All cancellation fees are payable immediately upon cancellation. The above cancellation fees shall apply regardless of the execution date of this contract.
- B. Failure to occupy space: See V. (G.) above.
- C. Show Cancellation: The North Carolina Home Builders Association is not liable for Expo cancellation due to weather, acts of God, strikes, acts of war, civil disobedience, or other causes beyond its control.

VII Miscellaneous

- A. Badges: Official 21CBEC badges should be worn at all times on conference premises; admittance to the exhibit area and the seminar rooms will require a badge at all times during the conference. Forms will be sent to all exhibiting companies for request of name badges prior to Expo. Badge trading is not permitted.
- B. Security: NCHBA will provide 24-hour security service in the exhibit area to help avoid damage or loss by fire, theft or other means. NCHBA does not guarantee, insure or indemnify exhibitors, their agents, employees, officers, guests or invitee or others against any loss to person or property by the acts, conduct or negligence of this security service or for any other reason whatsoever. The exhibitors are encouraged to insure their equipment and other material used in the exhibit.
- C. Noise, Lights, Electronic Displays: Public address, sound producing, or amplifying devices that project sound beyond an exhibitor's booth are expressly prohibited. Flashing or neon lights, lighted signs or electronic display devices must be constructed or controlled in a manner that will not interfere with or constitute a nuisance to other exhibitors.
- D. Music Licensing: The U. S. Copyright law requires permission from owner or its licensing agent for public performance of recorded or live music.

- E. Hotel Rooms & Hospitality Suites: Requests for hotel rooms and hospitality suites at the official 21CBEC hotels should be made directly with the hotels. These hotels have agreed to provide protected room blocks at reduced convention rates for 21CBEC attendees. Exhibitor agrees any hospitality suite shall not be open, nor social functions scheduled, during regularly scheduled hours of 21CBEC programs or exhibit hours.
- F. Heavy Construction Material, i.e. Concrete, Heavy Equipment, etc.: There will be a special time and material rate structure for this type of product in lieu of the standard per pound. Trash or debris left behind at the end of the event will be removed by the service company and any cost for removal will be the responsibility of the exhibitor.
- G. Booth Equipment and Height Requirements: While standard booth height is considered to be 8 feet, no booth may exceed 12 feet without permission from the Expo Management. Exhibits may occupy cubic content of exhibit space; peninsula booths (end cap booths) must comply with back and side wall height regulations only where they adjoin other booths; island booths may be open on all sides, however, all exposed sides must be finished. If material is not finished, it must be draped at exhibitor's expense. *(See IAEM Guidelines for Display Rules and Regulations 2009 update, incorporated as part of 21st Century Building Expo & Conference Rules and Regulations.)*

VII. Confirmation:

The exhibit space rental agreement becomes effective upon mailing of a formal Notice of Assignment of Space. The Exhibitor agrees that upon acceptance of the contract by Expo Management, with or without appropriate payment of the exhibition fee, this contract will become a legally binding contract; enforceable against the Exhibitor in accordance with its terms. An Exhibitor Kit will be furnished to each Exhibitor in sufficient time for advance planning. Each kit will contain information on drayage, services for delivery and storage of show materials, booth construction and labor, rental furniture, as well as the availability of additional exhibitor needs such as electrical, plumbing and telephones. Exhibitors may use their own labor or independent contractor in the setup and tear down of exhibits; however, proof of insurance for independent contractor must be supplied to the 21CBEC.

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