



Washington County Home Expo
January 24th - 25th, 2025
Washington County Legacy Park
5500 700 S St, Hurricane, UT 84737

Exhibitor Contract:
 Booth Inquiries:
 Corporate:
 Info@nationwideexpos.com
 800-201-HOME
 Booth Number(s): _____

Exhibitor Information

Business Name: _____ Show Contact Name: _____
 Address: _____ Show Contact Phone: _____
 City: _____ Show Contact Email: _____
 State: _____ Zip Code: _____ Product Category: _____

Booth Selection:

10x10 Inline Booth	\$1,100	\$ _____
10x10 Corner Booth	\$1,300	\$ _____
10x20 Inline Booth	\$2,100	\$ _____
10x20 Corner Booth	\$2,300	\$ _____
20x20 Booth	\$4,200	\$ _____

Sponsorship:

Spotlight:	\$3,000	\$ _____
Category:	\$5,000	\$ _____
Presenting (Title):	\$8,000	\$ _____

Total Before Discounts: \$ _____

Early bird discount: 5% \$ _____

(Payment in full required for discount*) Ends August 31, 2024

Electric \$150	
Tables & Chairs \$75	\$ _____
Carpet: \$150	

Grand Total: \$ _____

Payment Terms:

- 50% Deposit due with Contract, with final payment due 60 days prior to the show.
- If Early bird discount is being taken, Full payment is required at time of application.
- No refunds other than set forth in Terms and Conditions (Attached).

Payment Information

Please choose the following:

Credit Card: Check:

Amount Paid with Application: _____

Name on Card: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Card Number: _____

Expiration: _____ CVV: _____

***Checks must be received between 3-days to claim early bird discounts:**

By submitting credit card, I Authorize Nationwide Expos to charge the Credit Card above according to my card holder agreement. Signature denotes that user is an authorized representative of the company. By submitting check I will leave credit card information blank and sign stating check will be sent through mail.

Signature: _____

Date: _____

Please send Payment / Contract by mail to: Nationwide Expos
6401 Congress Ave Suite 270, Boca Raton FL 33487

The individual signing this contract has been authorized to execute this contract on behalf of the above named exhibitor. This contract, show rules, and regulations will constitute the entire agreement between exhibitor and Nationwide Expos.
 By signing here, you agree to terms and conditions on pages 7-9.

Company Name: _____

Signature: _____

Print Name: _____

Date: _____

EXHIBITOR CONTRACT

Booth Inquiries:
Corporate - (800) 201-HOME

Show Rules & Regulations

1. DESCRIPTION OF SERVICES: NWE provides services to Exhibitors by leasing them exhibit space at a trade show designed to provide a showcase for Exhibitor's goods and services within an indoor or outdoor facility accessible to the public for the fee and dates set forth above.

2. DEFINITIONS

In these Show Rules & Regulations the following definitions apply:

- a. "Exhibit Contract" means NWE's form of agreement for the allotment of a Exhibit Space at the Exhibition.
- b. "Exhibit Space" or "Booth" means an exhibit booth of the dimensions and type (inline or corner) specified in the Exhibit Contract.
- c. "Show" or "Exhibition" means a trade show designed to provide a showcase for Exhibitor's goods and services within an indoor or outdoor facility accessible to the public.
- d. "Facility" shall mean the facility in which the Exhibition is located. The location of the Facility will be specified in the Exhibit Contract.
- e. "Exhibitor" means the person, firm or company agreeing to lease an Exhibit Space at the Exhibition under the Exhibit Contract.
- f. "Cancellation Event" shall have the meaning specified in section 3b of these Show Rules & Regulations.
- g. "Management" or "NWE" means Nationwide Expos and any of its authorized representatives.
- h. "Exhibit Space Fee" means the amount shown as the total price payable by Exhibitor in the Exhibit Contract.

3. TERMS OF PAYMENT, REFUND, AND CANCELLATION FOR SERVICES:

- a. **PAYMENT:** The Exhibitor shall pay 50% of the Exhibit Space Fee at the time of execution of the Exhibit Contract. Final Payment shall be due 60 days before opening day of the Show.
- b. **CANCELLATION AND REFUND:** If this agreement is cancelled (i) by Exhibitor for any reason, or (ii) by Management because of Exhibitor's default or violation of this agreement (each a "Cancellation Event"), monies paid to Management by Exhibitor shall be retained as follows:
 - i. If a Cancellation Event occurs 30 days or more before the start of the Show, Management shall retain or collect 50% of the total amount paid or owed to date and refund any remaining balance to Exhibitor.
 - ii. If a Cancellation Event occurs within 30 days of the Show, the full amount paid or owed to date by Exhibitor shall be retained by Management.
 - iii. 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 additional expenses caused by Exhibitor's withdrawal including releasing the space. The amount of such direct and indirect costs is difficult to ascertain at the time of Contract due to the many variables associated with attending to a Cancellation Event. All cancellations must be in writing.
 - iv. Except in jurisdictions where such provisions are restricted, if a Cancellation Event or an event set forth in Section 6.l. occurs, in no event will NWE be liable to Exhibitor for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost revenue or travel costs, even if NWE has been advised of such damages.
- c. **COLLECTION:** Exhibitor shall be responsible for all collection costs incurred by Management in recouping fees owed to NWE. If Exhibitors file a dispute over fees with their credit card merchant, such Exhibitors will be charged a "chargeback" fee of \$500.00. Further, Exhibitor agrees to pay for all costs of collection including attorneys' fees associated with any collection efforts. If a chargeback is initiated after a show is attended, exhibitor agrees that NWE can pursue the individual on the contract personally for chargeback fraud.
- d. **CREDIT CARDS:** In exchange for providing services described above in the section entitled "Description of Services," if Exhibitor remits payment using a credit card, by its signature and initials herein, Exhibitor authorizes the credit card merchant to bill Exhibitor's card in the total amount due per this agreement.
- e. **REASSIGNMENT:** It is expressly agreed by the Exhibitor that in the event Exhibitor fails to pay the Exhibit Space lease fee at the times specified herein, or fails to comply with any other provisions in this Agreement, Show Management shall have the right to reassign the Exhibit Space location shown on the Agreement for Exhibit Space or to take possession of said Exhibit Space and lease the same, or any part thereof, to any other Exhibitor upon such Terms and Conditions as it may deem appropriate. In such an event, such reassignment will be deemed a "cancellation" as set forth above in Section 3b.

4. EXHIBITS:

- a. **HOURS:** Management shall determine and be responsible for the hours during which the Show shall be held. Exhibitors will be admitted to the Facility at least one hour prior to Show opening times and will be required to leave within the guidelines provided by the Facility. Exhibitors may also obtain access to the Facility for setup the day immediately preceding commencement of the Show. Load in and Load out information will be sent to the contact person at least 14 days before the Show is to commence. Exhibitors must staff their booth(s) during show hours; if they leave the Booth unattended, or if Exhibitor leaves the event early, NWE may charge the credit card of the Exhibitor an additional \$500.00.
- b. **REMOVAL:** No exhibit or parts of an exhibit may be removed from the Facility until the advertised closing time of the Show, without prior written approval of the Management.
- c. **SHIPPING:** Prior to shipment of any equipment to the event, Exhibitors shall call Management to coordinate shipping times and arrival dates. Management is not liable for loss or damage to any equipment shipped.
- d. **DISPLAYS:** No signs, partitions, apparatus, shelving, etc. may extend more than 8 feet above the floor along the rear of an exhibit. Exhibitors are prohibited from erecting signs or displaying products obstructing the view or disadvantageously affecting the display of other Exhibitors. The cloth booth will be erected by Show Decorator and all orders for rugs, furniture, etc., should be directed to Show Decorator. Any special carpentry, wiring, electrical or other work, gas, steam, water, or drainage connection shall be installed at

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Exhibitor's effort and expense, in accordance with the Facility's rules and regulations and at Management's direction.

e. **AISLES:** 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 the Management. All Exhibitors and personnel must remain within the confines of their own Booths.

f. **EXHIBIT SPACE:** The Exhibit Space contracted for is to be used solely by the Exhibitor whose name appears on the Contract and no portion can be sublet or assigned without receiving prior written permission from Management, which can be withheld at Management's discretion. The Exhibitor shall forfeit its right to the Exhibit Space, all prepaid Exhibit Space Fees and, upon demand, pay any balance owing to the Management for failure to occupy or use the Space or to have the exhibit completed and in-place one hour prior to the commencement of the Show. The Exhibit Contract constitutes a license to exhibit and not a tenancy. Management reserves the right at any time to make such alterations to the floor plan of the Exhibition and the Exhibitor's Booth location as may be necessary and in the best interests of the Show. If, as a result, the size or type (inline or corner) of space allotted is reduced, a proportionate refund of the Exhibit Space Fee equal to the difference in fees between such space types and/or sizes shall be made to the Exhibitor.

g. **DAMAGE:** The Exhibitor shall not drive, nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the Facility. Furthermore, Exhibitor shall not affix to the walls or windows of the Facility any advertisements, signs, etc., or use tape or any other adhesive type material on painted surfaces. Exhibitor agrees to reimburse Management and/or the Facility for any loss or damage occurring to the premises or equipment.

h. **ALCOHOLIC BEVERAGES:** Exhibitors and their employees, agents and guests shall not consume any alcoholic beverages except in designated areas. Violation shall be grounds for removing Exhibitor and exhibit from the Show without refund.

i. **RESTRICTIONS:** The Management reserves the right to restrict or remove exhibits, without refund, that have been falsely entered, or are deemed by the Management to be unsuitable or objectionable. This restriction applies to, but is not limited to, noise, P.A. systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to the Show or the Management. Only products listed on Exhibitor's application may be brought, sold, or advertised at the Show. Exhibitors or their representatives who violate this restriction may be immediately dismissed from the exhibit area without refund or other appeal and/or be banned from future Shows. Exhibitors must keep noise at an appropriate level that will not affect other Exhibitors or members of the public.

j. **ENGINES:** Oil or gasoline engines may be operated only with the consent of the Management and must conform to City Ordinances, Regulations and Fire Marshall Instructions.

k. **EXHIBITOR MOVEMENT:** Exhibitors shall remain within the immediate surrounding area of their exhibits and contain their promotional activity to within a reasonable distance of their exhibits. What constitutes a reasonable distance shall be up to the discretion of Management. If Management determines that an Exhibitor is venturing an unreasonable distance away from its exhibit, Management reserves the right to relocate or dismiss Exhibitor without refund. Exhibitors may not harass or aggressively pursue potential customers in a way that would cause a customer to not want to attend another Show.

l. **EXHIBITOR MOVE-OUT:** Exhibitors must move out within the designated move-out times. If exhibitor leaves their exhibit after the allotted move-out times, exhibitor will be charged a minimum of \$500. NWE reserves the right to charge additional fees based on additional charges from the Facility. Any additional administrative cost will also be charged.

COMPLIANCE:

a. **EXHIBITS:** Exhibits shall comply with all applicable laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this Show. Neither NWE nor the Facility are responsible for Exhibitors' compliance or noncompliance with such laws.

b. **STORAGE:** Exhibitor must comply with Fire Marshall Regulations, which prohibit the storage of boxes, crates, packing material, etc., and not more than a one-day supply of literature at its display. Exhibitor must arrange for storage of empty crates, etc. at its own expense.

MISCELLANEOUS TERMS AND CONDITIONS:

a. **RIGHTS OF MANAGEMENT IN EVENT EXHIBITION IS NOT HELD:** If the Exhibition is abandoned, cancelled, delayed, interrupted or suspended in whole or in part by reason of war, fire, national emergency, labor dispute, strike, lockout, civil disturbance, inevitable accident, the non-availability of the Facility, quarantine restriction resulting from a health pandemic or epidemic, or any other cause not within the control of Management, NWE shall be under no obligation to repay the whole or part of the Exhibit Space Fee, and shall be subject to no liability to the Exhibitor in respect of any such abandonment, cancellation, delay, interruption, or suspension. In such event, Management reserves the right to change the Facility location and to substitute the new Facility for the Facility named in the Exhibit Contract.

b. **INDEMNIFICATION:** Exhibitor shall indemnify and hold harmless Management, NWE, and the Facility from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the activities of the Exhibitor, or the officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors of Exhibitor. Further, Exhibitors are entirely responsible for the leased space and shall not injure, mar or deface the premises. All property of an Exhibitor is understood to remain under its custody and control in transit to and from the Show, and while it is within the confines of the Show's physical structure, neither NWE, its management, nor its employees are responsible for safety of Exhibitor's property from theft, damage by fire, accident, vandalism, or other causes, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Exhibitor. The Facility will be locked, but NWE will not be liable for any missing inventory or items of Exhibitor.

c. **INSURANCE:** Exhibitor shall purchase and maintain such insurance, naming NWE as additional insured, as will protect him from claims which may arise out of or result from the activities of the Exhibitor. Neither the Management nor the Facility shall be responsible for loss or damages occurring to the exhibit or sustained by the Exhibitor from any cause.

d. **ATTORNEY'S FEES:** If a civil action arises between parties stemming from this agreement or to enforce any of its provisions, the exhibitor shall pay the actual attorney's fees and costs for NWE. If an appeal is taken from any Judgment of the trial court, the losing party shall pay the amount the appellate court shall adjudge reasonable as the prevailing party's attorney's fees and costs on appeal.

e. **LICENSES:** Any and all City, County, State or Federal licenses, inspections or permits required by law of any Exhibitor in the installation or operation of its display shall be obtained by the Exhibitor at its own expense prior to the opening of the Show.

f. **ASSIGNMENT:** Management may unilaterally sell, assign, or transfer any or all of its rights, benefits, privileges, obligations, or duties

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under this agreement. Exhibitor may not assign any rights, benefits, privileges, obligations, or duties under this agreement without the prior, written consent of NWE.

g.BINDING CONTRACT: This is an enforceable contract, and all amounts signed for hereof are due. Exhibitor cannot occupy Exhibitor Space without paying the full amount due. NWE does not accept checks received 14 days or fewer from the opening day of the Show.

h.SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

i.NON-DISPARAGEMENT: Exhibitors shall not disparage Management, Nationwide Expos, or its employees. For purposes of this Section, "disparage" shall mean the making of any negative statement, whether written or oral. Exhibitors agree and acknowledge that this non-disparagement provision is a material term of this agreement. In the event that an Exhibitor breaches this section of this agreement, NWE will be entitled to liquidated damages in the amount of \$5,000 as recompense for damage to NWE's reputation, standing, and loss of business.

j.FORCE MAJEURE: In addition to the events described in paragraph 6a., NWE is not responsible for any events preventing a Show to take place, including but not limited to fire, weather, ice, flood, earthquake, any natural or human acts, health pandemic or epidemic, or any other Acts of God.

k.NOTICE: All notices, and communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is given, first class United States mail, certified, return receipt requested, postage prepaid, and properly addressed.

l.COMPLETE AGREEMENT: This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements or promises, oral or otherwise, regarding the subject matter of the Exhibit Contract, shall be deemed to exist or to bind any of the parties. The Exhibitor agrees that it has reviewed these Show Rules & Regulations and understands that to the extent any prior agreement or promise is inconsistent with these Show Rules & Regulations, such prior inconsistent agreements or promises shall not be binding on any of the parties.

m.GOVERNING LAW; VENUE: This agreement is made under, and is to be construed in accordance with, the laws of the State of Colorado. Venue for any dispute concerning terms of, or performance under, this agreement shall lie in the District Court in and for Denver County, Colorado.