



# EXHIBIT SPACE APPLICATION & CONTRACT 2023 ANNUAL LEARNING EXCHANGE AND LBM EXPO

February 15 -16, 2023

Hickory Metro Convention Center, Hickory, North Carolina

## EXHIBITOR INFORMATION

Company Name (*exactly as it should appear on all promotional info*): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contacts	Name	Email	Phone
Booth set up			
At-show contact			
Billing			

Products/services to be exhibited:

## BOOTH REQUEST & FEES

Item	QTY	Cost
10 x 10 Booth ( <i>table, 2 chairs &amp; trash can</i> ) <ul style="list-style-type: none"> <li>• \$1000 BMSA Members</li> <li>• \$1750 Non-members</li> <li>• 10% Discount for 2 or more</li> </ul>		
Electricity: <input type="checkbox"/> Yes <input type="checkbox"/> No # of Drops: (\$50 each)		
<b>BMSA Members Only! Secure your Summer Conference Booth or Tabletop Now to Receive the <span style="background-color: yellow;">Lowest Early Bird Rates all year!</span></b> July 27 – 30, 2023 Chattanooga, TN <ul style="list-style-type: none"> <li><input type="checkbox"/> \$600 Booth</li> <li><input type="checkbox"/> \$500 Tabletop</li> </ul>		
<b>TOTAL:</b>		

Payment Information	
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Bill Me	
Credit Card Number _____	
Print Name as it Appears on Credit Card _____	
Billing Address of Credit Card _____	
Exp. Date _____	Security Code _____

LBM Expo Preferred Exhibit Location:

\_\_\_\_\_ 1<sup>st</sup>      \_\_\_\_\_ 2<sup>nd</sup>      \_\_\_\_\_ 3<sup>rd</sup>      \_\_\_\_\_ 4<sup>th</sup>

Exhibit space will be assigned giving preference to those who exhibit consistently at the show. Beyond that, space will be assigned based on availability, amount of space needed, suitability of display to area requested and location of competitors.

Payment terms:

- Deposit of 50% must accompany application
- Balance is due by **Dec 1<sup>st</sup>**
- Booth space that is not paid IN FULL by **Jan 10<sup>th</sup>** may be given to another exhibitor and any deposit will be forfeited.

Cancellations/Refunds:

- No refunds due to weather related cancellation
- Refund of 50% after November 15<sup>th</sup>
- No refunds after November 30<sup>th</sup>

I understand this application becomes a binding contract when accepted by BMSA. I understand that no final booth assignment will be made without the above deposit or payment in full. I agree to abide by the Rules & Regulations attached to this contract and published in the Exhibitor Kit. I also agree not to sublet my space or share it with non-exhibiting suppliers.

Signature \_\_\_\_\_

Date \_\_\_\_\_

# RULES AND REGULATIONS

## SPONSORSHIP AND MANAGEMENT

At BMSA's 2023 Learning Exchange & LBM Expo, exhibit space is under the control of the Building Material Suppliers Association, Inc. Each exhibitor is required to sign the application and contract for booth space. By doing so, he subscribes to this *Rules and Regulations* as a part of that application and contract.

## WHAT MAY BE EXHIBITED

The Learning Exchange & LBM Expo is designed for the education and benefit of the members of BMSA, and all exhibits must lend themselves to the purpose of the show. BMSA reserves the right to decline exhibit space to any applicant that does not meet the purposes and design of the Expo.

## CANCELLATION, WITHDRAWAL OR DEFAULT

An exhibitor may cancel or withdraw his application for exhibit space subject to the following conditions and restrictions:

- The exhibitor shall give BMSA notice in writing to cancel or withdraw the application.
- In the event said notice is received before November 15<sup>th</sup>, a full refund will be given.
- If notice is received between November 15<sup>th</sup> and 30<sup>th</sup>, the exhibitor shall receive a refund of 50%.
- No refund will be issued after November 30<sup>th</sup> for booth space cancellation.

Any exhibitor failing to occupy the space assigned by 11:00 am on February 15, 2023, if he has not canceled his application, is obligated to pay the full cost of said space. In any of these events, BMSA shall have the right to use the space.

## BUILDING OCCUPANCY

In case the premises of the Hickory Metro Convention Center shall be destroyed or damaged, or if BMSA's annual show fails to take place as scheduled, or is interrupted and/or discontinued, or access to the premises is prevented, or by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by government agency, or for any other reason, this contract may be terminated by BMSA. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the full liability of BMSA shall be to refund to each exhibitor the space payment less his pro-rata share of all costs and expenses incurred and committed by the Association.

## EXHIBIT HOURS

Each exhibitor is required to keep at least one attendant in his booth during all hours which the exhibits are to be open, subject to the removal of his exhibit from the space at his expense. The official opening will be at Noon Wednesday, February 15, 2023. The official hours of the open space will be Noon – 5 pm, Wednesday, February 15, 2023, and 9 am – Noon, Thursday, February 16, 2023.

## INSTALLATION

The exhibit space will be available for installation of exhibits from 9 am - 5 pm Tuesday, February 14, 2023, and 8 am – 11 am, Wednesday, February 15, 2023.

## DISMANTLING

Dismantling may start at Noon on Thursday, February 16, 2023, and continue until 4 pm. Dismantling early is strictly prohibited. The penalty, should violation occur, is \$250.00 and may include loss of 2024 booth rental privileges. Respect your neighbor, he may be making an important sale or have a late visitor to his booth.

## ARRANGEMENTS OF EXHIBITS

All exhibitors shall arrange their displays so they utilize only the booth area for which they contracted and in such manner as to recognize the rights of other exhibitors, and to conform to the overall pattern developed for the exhibit area.

## SERVICE ORGANIZATIONS

Where union or other personnel are required by the Hickory Metro Convention Center or by contractor involved, the exhibitor shall have the responsibility to comply with such requirements. In no event shall BMSA be responsible for the conduct of contractors or their employees or of exhibitors and BMSA assumes no responsibility for failure to perform by contractors or contractors' charges or for any matter relating to contractors or the convention center.

## SAFETY, FIRE AND HEALTH

The exhibitor must comply with safety, fire and health ordinances regarding installation and operation of exhibit materials. All display exhibit materials and equipment must be reasonably located and protected by safety guards and fire proofing to prevent fire hazards and accidents. Materials used for displays must be flame retardant. Emergency and fire-fighting equipment must not be blocked.

## CARE OF BUILDING

No exhibitor may allow an article to be brought into, nor permit any act to be done in the Hickory Metro Convention Center which will increase the premiums or void policies of insurance held by BMSA. No exhibitor may permit any act by its employees by which the premises may be marred or defaced, nor any other act which constitutes improper conduct. Exhibitors must surrender the space occupied by them in the same condition as at the commencement of the operation. Any damage done to the premises by the exhibitor shall be made good to BMSA or to the Hickory Metro Convention Center, as their interest may appear.

## INSURANCE

BMSA will not be liable for damage or loss to exhibitors' property through theft, fire, accidents, or any other cause. Each exhibitor should insure his own exhibit and display materials. BMSA will not assume liability for any injury that may occur to visitors to the exhibitor's space or the exhibitors or their agents or employees.

## EXPO REGISTRATION

The convention is not open to the general public. Admission to any of the expo functions and activities, including but not limited to the exhibit area, is limited to those individuals who have properly registered and who are identified with a name badge.

## LIABILITY

In the event that BMSA shall be held liable for any event which might result from a particular exhibitor's action or failure to act in any manner whatsoever, such exhibitor shall reimburse BMSA and hold it harmless from liability resulting there from.

## GENERAL

All matters or questions not covered by this document are subject to the decision of BMSA.