



## 21<sup>st</sup> Century Building Expo & Conference Rules and Regulations

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

### I. Definition

The 21<sup>st</sup> 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 21<sup>st</sup> 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 21<sup>st</sup> 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 who are therefore responsible for the administration of the 21<sup>st</sup> 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 Special Events. 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. 21<sup>st</sup> 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 applying online through the booth reservation system. Applications or requests will not be confirmed until the deposit has been received.
- 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.



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Exhibitors may not feature names or advertisements of non-exhibiting manufacturers, distributors or agents unless the parent company or a subsidiary is exhibiting. This requirement may be waived at Expo management discretion if exhibitor submits, in writing, a request for permission to include other products not ordinarily a part of their regular product or service. This request must include information on the product/service to be displayed.

- 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 21<sup>st</sup> Century Building Expo & Conference and NCHBA: 1) when a request 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, carpet sized accordingly for the booth rented, 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 Concord 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.
- E. Exhibition fee payment schedule will be as follows:
  - All contracts must submit a deposit of 50% per 10x10 booth within 14 days of contract submission. Booths will be placed on hold until deposit is received. Deposits not received within 14 days will have booth hold vacated and new reservation will be at prevailing rate. Final payment is due NO LATER than August 1, 2024.
  - Contracts executed after August 1, 2024 require 100% of the total exhibition fee within fourteen (14) days of receipt.
- F. **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



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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 June 1, 2024. The fee increases to 100% of the difference between the original total exhibition fee and the cost of the downsized exhibition fee after June 1, 2024. 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:** Expo Management will accept written contracts for the next Expo during the current Expo. Contracts received during that time will be given priority consideration for booth assignment over those who did not complete contracts at that time or who were not participants in the previous Expo. Thereafter all booth request contracts will be accepted on a first come, first serve basis.
- B. **Regular Notice:** On a date to be determined by Expo Management, notice of the upcoming Expo will be sent 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:** 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. 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. Show management makes every effort to avoid having competing exhibitors placed in close proximity to other like company.
- 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



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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 Concord 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 Concord Convention Center rule #7.29 which states they must conform to all fire rules and regulations which include maximum limits on gasoline in tanks and disconnection of battery terminals. A copy of the Concord 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 21<sup>st</sup> 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 Concord Convention Center and/or the Embassy Suites Concord 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 (or by registering online), 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;



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- 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 21<sup>st</sup> Century Building Expo & Conference and the management of the Concord Convention Center and its food service vendor; failure to comply may result in expulsion from Expo as outlined in V. (A.) above.
- F. **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 Concord's Fire Department's Building Inspections Department. Setup must be complete, with all crates removed, by 4:00 p.m. on Tuesday, October 8, 2024. Display space not claimed and occupied by 12:00 p.m. on Tuesday, October 3, 2024 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 Tuesday, 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 Tuesday, 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.)
- G. **Dismantling:** Exhibits must not be disturbed, dismantled, or removed before the close of the Expo on Thursday. All exhibits must be dismantled and removed from the Convention Center by 6:00 p.m. on Thursday, October 10, 2024. 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 costs incurred by Expo Management for dismantling and removal of exhibit. Exhibitor truck/vehicle must check in before 6:00 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.
- H. **Fines: Any exhibitor who dismantles and/or attempts to remove exhibit materials before the close of the 21CBEC floor on Thursday, October 10, 2024 will be fined \$100 by Expo Management and/or denied participation in succeeding 21CBEC shows.**



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I. **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. The certificate holder will be North Carolina Home Builders Association PO Box 99090 Raleigh, NC 27624. ***Such written proof of insurance must be provided to NCHBA or be available upon request by show management. 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 Concord Convention Center and agrees to indemnify, defend and hold harmless the North Carolina Home Builders Association, the Concord 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 Concord 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 June 1, 2023, Exhibitor agrees to pay a cancellation fee of 50% of the total exhibition fee. If written notice of cancellation is received after June 1, 2024, 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.



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- B. **Failure to occupy space:** See V. (G.) above.
- C. **Event Cancellation:** Neither the North Carolina Home Builders Association (doing business in this context as the 21<sup>st</sup> Century Building Expo & Conference or 21CBEC) nor the Exhibitor shall be liable for any failure or delay in performing any obligation which is due, without limitation, to acts of God, accident, riots, terrorist acts or threats, epidemic, pandemic, quarantine, strikes, lockouts, civil disturbances or any other activity or factor beyond its control which make it inadvisable, commercially impractical, illegal or impossible to hold the 21CBEC. If the 21CBEC is canceled through no fault of the Exhibitor, the Exhibitor shall be entitled to a refund of any fees paid in connection with exhibiting at the event providing the Exhibitor makes a written request for refund within 30 days following the cancellation. In lieu of a refund, an Exhibitor may request that any fees paid for the canceled event be applied to the next 21CBEC to be scheduled. No other alleged damages may be recovered.

## 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. Wristbands may be issued for move-in day and must be worn at all times while moving in. Instructions for registering booth personnel online will be sent to all exhibiting companies 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 hotel (Embassy Suites Concord) should be made directly with the hotel. This hotel has 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.



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- 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 2019 update, incorporated as part of 21<sup>st</sup> Century Building Expo & Conference Rules and Regulations.)*

**VII. Confirmation:**

The exhibit space rental agreement becomes effective upon emailing 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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