



May 22<sup>nd</sup> - 31<sup>st</sup>, 2021

# Parade of Homes Exhibitor Product Tent

## Member Information

Business Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

## Exhibitor Booth

- 10' x 10' Exhibit Booth with 8' Draped Backwall and 3' Side Rails
- One (1) 7" x 44" Booth Identification Sign
- Company Listing in Parade of Homes Magazine
- 110 Electric Outlet
- 75 Word Description of Company Listing & Vector File Color Logo Due April 16, 2021

Product Description: \_\_\_\_\_

Booth Placement Options

- Provide 3 - see Product Tent Legend

- Indicate LEFT or RIGHT

Exhibitor Booth: \$2,500 + \$250 refundable security deposit) = \$2,750

Number of 10 x 10 spaces: \_\_\_\_\_

Total Space Cost \$ \_\_\_\_\_

### Exhibitor Move-In

May 20: 9am - 5pm  
May 21: 8am - 12pm

### Exhibitor Move-Out

June 1  
9 am - 5 pm

**Exhibitor signed contract and payment are due on or before April 16th, 2021**

## Payment Information

Check Enclosed For \$ \_\_\_\_\_

Or  AMEX  Visa  Discover  Mastercard

I authorize GSABA to process payment at the receipt of signed contract on the credit card provided.

Signature \_\_\_\_\_ Date \_\_\_\_\_

CC# \_\_\_\_\_ Expiration \_\_\_\_\_ CVV \_\_\_\_\_

Cardholder Name \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

**All Contracts are Non-Refundable,  
Non-Cancellable and Non-Transferable**

## Binding Contract

Applicant agrees to abide by the terms, conditions and regulations printed on the reverse side of this form.

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Submit Form and Payment

**GSABA  
3625 Paesanos Parkway,  
Suite 100  
San Antonio, TX 78231**

**Questions: Contact Kristi Sutterfield 210-696-3800  
ksutterfield@sabuilders.com**

# CONDITIONS OF CONTRACT

## 1. EXHIBITOR COVENANTS

- A. The Exhibitor agrees to abide by all rules and regulations adopted by the Greater San Antonio Builders Association (GSABA) and sponsors and agrees that GSABA shall have the final decision in adopting any rule or regulation deemed necessary prior to, during, and after the show.
- B. The Exhibitor agrees to observe all union contracts and labor relations agreements in force, agreement between GSABA and the official contractors serving the show facility and companies operating on the property in which the show is taking place and to observe the labor laws of the jurisdiction in which the show is located. The Exhibitor will not do anything directly or indirectly connected with their display which might be a violation of any laws, by-laws, ordinance or regulations of any government or regulatory body.
- C. The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required by any entity, including without limitation, from governmental bodies, trade or business during the show and Exhibitor shall pay all taxes that may be levied against it as a result of the operations of its trade or business in its exhibit space.
- D. The Exhibitor agrees to obey any nonsmoking regulations in effect at the event and agrees to ensure that its officers, agents, employees, and those for whom they are responsible, to obey any such regulations.

## 2. DISPLAY

- A. The Exhibitor agrees to occupy the contracted exhibit space during the full term of the show and to exhibit only the products described in this contract.
- B. GSABA reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of exhibitors and exhibits for the show, (ii) reject or prohibit exhibits or exhibitors which GSABA considers objectionable, and (iii) relocate exhibitors or exhibits when in GSABA's opinion such relocation is necessary to maintain the character and/or good order of the show.
- C. No materials advertising other company products may be passed out from this booth and GSABA has the right to reject or prohibit any exhibit in its sole discretion.

## 3. ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights under this agreement or sublet the space. This contract is non-transferable.

## 4. INSURANCE

- A. The Exhibitor shall obtain and maintain at its own expense during the period commencing before the first move-in date and terminating on the day after the last move-out date, **Commercial General Liability (CGL) occurrence basis insurance coverage, including premises, operations, independent contractors' products, completed operations, personal and advertising injury, contractual liability and explosion, collapse and underground coverage, with minimum limits of not less than \$1,000,000.00 per occurrence and general aggregate/\$1,000,000.00 products/completed operations/\$1,000,000.00 personal and advertising injury).**
- B. **Certificates of insurance or certified copies of policies acceptable to GSABA shall be filed with GSABA by May 1, 2021. All insurance policies shall contain a provision that coverage afforded thereunder shall not be cancelled or not renewed, nor restrictive modifications added, until at least thirty (30) days' prior written notice has been given to GSABA of such cancellation or change. All policies shall further contain a waiver of subrogation in favor of GSABA, and GSABA shall be named as an additional insured on Exhibitor's general liability and automobile liability policies. Additional Insured status shall be provided on a combination of unmodified ISO endorsements CG 20 10 10 01 and CG 20 37 10**
  1. **CONTRACTOR's policies shall be primary. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to GSABA, with GSABA's insurance being excess, secondary and non-contributing. This CGL coverage shall be endorsed to provide such primary and noncontributory liability. Exhibitor shall not violate, or knowingly permit to be violated, any condition of the insurance policies required by this Agreement.**

## 5. INDEMNITY

- A. The Exhibitor accepts all risks associated with the use of the exhibit space and environment. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against GSABA, the show sponsors or the facility in which the show is held for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, employees, agents or their property.
- B. **The Exhibitor agrees to indemnify, defend and hold harmless GSABA, the show sponsors and the property owner, their respective officers, agents and employees, against all claims, costs and charges of every kind arising in whole or in part from Exhibitor's occupancy of the exhibit space, including without**

**limitation claims for personal injuries, death, property damages or any other damage sustained by Exhibitor's officers, agents, employees or those for who in law they are responsible, GSABA, or any member of the public visiting the show.**

- C. **It is the intent of the parties hereto to not violate the provisions of chapter 151 of the Texas Insurance Code and it is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this paragraph 5, such legal limitations are made a part of the indemnification obligations and shall operate to amend or reform the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.**

## 6. EXHIBITOR'S PROPERTY

Exhibitor is solely responsible for Exhibitor's property at the show and assumes all risks of theft or damage to same. GSABA assumes no responsibility for loss or damage thereto.

## 7. BUILDING

The Exhibitor is liable for any damage it causes to the facility or to any property of GSABA, its agents or any other exhibitor. The Exhibitor may not apply paint, lacquer, adhesive or other coating to the facility or to the property of GSABA, its agents or any other exhibitor.

## 8. CANCELLATION AND TERMINATION

- A. This contract is non-cancellable and non-transferable. All deposits and payments are non-refundable. If notice of cancellation is given the Exhibitor is liable for full payment of his space rental under this contract.
- B. In the event the Exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this contract, GSABA reserves the right to cancel this contract without notice and all rights of the Exhibitor hereunder shall cease and terminate. Any payment made by the Exhibitor on account hereof will be retained by GSABA as liquidated damages for breach of this contract and GSABA may relet the exhibit space to other exhibitors. Failure to appear at the event does not release Exhibitor from responsibility for payment of the full cost of the space rented.

## 9. REMOVAL OF EXHIBITS

The Exhibitor agrees no display will be dismantled or goods removed during the entire run of the show, but will remain intact until the end of the final closing hour of the last day of the show. The Exhibitor also agrees to remove its display and equipment from the show site by the final move-out time limit or in the event of failure to do so, the Exhibitor agrees to pay the cost of any moving and storage of Exhibitor's display. GSABA has no responsibility to removal of the display and such display will be deemed abandoned 24 hours after the final move-out time limit.

## 10. CANCELLATION OR CURTAILMENT OF SHOW

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of GSABA and sponsors, or if for any reason GSABA is unable to permit the Exhibitor to occupy the facility of the space, or if the show is cancelled or curtailed, GSABA and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the Exhibitor may suffer. The reasons listed include, but are not limited to such reasons as: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike lockout or boycott.

## 11. NSF CHECKS

In the event that the exhibitor's check is returned by a bank due to insufficient funds, a \$35.00 administration fee will be charged to the Exhibitor.

## 12. IMPORTANT INFORMATION

- Neither on-site security nor GSABA will be responsible for stolen items.
- GSABA does not guarantee traffic count and is NOT responsible for weather conditions.
- Two electrical outlets will be provided to Exhibitor's booth @ 110 watts at no additional charge. If Exhibitor needs more, please make arrangements ahead of time. There will be an additional charge for additional electricity.
- Ceiling fans in the tent are provided. Exhibitor is encouraged to bring a fan for its booth.
- No food is permitted to be prepared or served to consumers.
- NO BAGS of any type will be allowed as handouts!

Exhibitor Move-In  
May 20, 9 am - 5 pm  
May 21, 8 am - 12 pm

Exhibitor Move-Out  
June 1, 9 am - 5 pm

Applicant agrees to abide by the terms, conditions and regulations printed on this page.

Signature

Date