



EXHIBITOR CONTRACT
PENINSULA HOME & GARDEN EXPO
MAY 13-15, 2022

Date: _____

This AGREEMENT is made by and between the Kitsap Building Association (“KBA”) and: _____

Company Owner Name (“Exhibitor”) _____ Business UBI # _____

Trade Name (The Name You Will Use in the Exhibition): _____

Exhibitor Contact Person (The Person Responsible for Booth Operation): _____

Exhibitor’s Mailing Address: _____ City: _____ State: _____ Zip: _____

Best Phone: _____ Best Cell #: _____ Fax #: _____

Description of Exhibit Display (Products/Services provided): _____

Additional Contact Information (Local or on-site representative – person present on site for set-up, tear-down and/or working the booth, if different from those listed above): Name: _____ Best Phone #: _____

Specific Terms

- 1.1 Exhibition Event: **Peninsula Home & Garden Expo**
- 1.2 Facility: **Kitsap Sun Pavilion, and outdoor surrounding areas at the Kitsap County Fairgrounds, 1200 NW Fairgrounds Road, Bremerton, WA 98311**
- 1.3 Exhibitor Space and/or area designated by KBA and depicted on the Exhibitor Space Site Plan either attached hereto or hereafter provided by KBA.
- 1.4 Exhibitor Space Fee as calculated on the Exhibitor Order Form. Fee may increase or decrease, dependent upon final booth location and payment received date.
- 1.5 Payment Due Date: **Immediately upon submittal of signed contract and insurance certificate for event.**
- 1.6 Contracts and payments received after **May 1, 2022** will be subject to a 10% administrative fee.
- 1.7 Set-up Commencement Date and Time: **Thursday, May 12, 2022- 8:00 AM-8:00 PM**
- 1.8 Exhibition Dates and Hours: **Friday, Saturday & Sunday, May 13-15, 2022. Hours as specified in Exhibitor Bulletin**
- 1.9 Tear Down Date and Time Deadline: **Monday, May 16, 2022 12:00 PM**
- 1.10 General Terms: Exhibitor has read and accepts the General Terms affixed hereto which are incorporated herein.

 Exhibitor Signature

 Randall King, Executive Officer
 Kitsap Building Association

Return to: Kitsap Building Association
 5251 Auto Center Way
 Bremerton, WA 98312
 (360) 479-5778 – Fax (360) 479-0313 Email: KBAOffice@KitsapBuilds.com

General Terms of Exhibitor Contract

2.1 Payment Terms: Failure of Exhibitor to make full payment by the payment due date shall entitle the KBA, at its' own discretion, to cancel this Agreement without notice. The Exhibitor shall remain liable for any unpaid balance. A \$25.00 charge will be assessed for any check returned by the bank and all other fees for a returned check will be charged to the Exhibitor. All out of county Exhibitors must pay for Exhibitor Space with cash, cashier's check, or major credit card.

2.2 Exhibit Set-Up: Exhibitor's Display may be set up on the set-up Commencement Date, but must be fully set up by show opening on the first day of the Exhibition. Exhibitors will be admitted to the Facility one (1) hour prior to the Exhibition Hours on day one and two of the Exhibition.

2.3 Dismantling & Removal: Exhibitor's Display **shall not** be removed until closing on the final date of the Exhibition, and must be fully moved out of the Facility and grounds by the Tear Down Date and Time Deadline.

2.4 Exhibit Space: All interior exhibit Space consists of 10-foot by 10-foot Units unless otherwise noted on the floor plan, as measured from the center of the vertical aluminum supports and aisle posts. Each Unit is furnished with aluminum supports and aisle posts with an 8-foot-high back curtain and a 3-foot-high side curtain from which flame proofed cloth drapes are suspended, except for double end spaces. For every 10 linear feet of back curtain, a 20 amp/110-volt electrical outlet will be provided upon request for use in the Facility. All electrical equipment is provided by Kitsap County and must be left in the booth(s). Any lost equipment is subject to a \$70.00 fee. An 8-foot table and one (1) chair are provided when requested on the Exhibitor order form. Standard booth configuration, as described in the construction specifications and requirement, will be acceptable for display in the Exhibition, with no further acknowledgments. Any Exhibitor's Space which does not conform to the construction specifications and/or the electrical requirements will require review and approval by the KBA Exhibition Committee (the "Committee"). Excess electrical usage may result in KBA turning off electrical devices in Exhibitor Space(s). All Spaces are subject to availability and final assignment by the Committee.

2.5 Oversize Displays: The aisles, passageways and overhead spaces remain under the control of KBA, and no signs, decorations, banners, advertising matter or exhibits will be permitted in those areas except by written permission of the Committee.

2.6 Exposed Surfaces: All exposed surfaces of any display that face another Exhibitor's space must be finished in a tasteful manner so as it will not distract from the other Exhibitor's display. It is the responsibility of each Exhibitor to finish their own surfaces. Exhibitor's exposed surfaces will be covered with non-advertising text or graphics.

2.7 Exhibitor Entrance: Exhibitors will be required to wear some form of clothing or identification (lanyard, name badge) with their business logo for entry to the Facility during the Exhibition. In the event Exhibitors employees are not able produce some form of business ID, the Exhibitors may request up to 6 passes for employees to come and go.

2.8 Exhibitor Parking: During the Exhibition Hours, Exhibitors and personnel must park all vehicles in parking areas designated by the Committee for Exhibitor parking. Exhibitors shall not park in the parking lot in front of the Pavilion or in the parking lot south of the Pavilion. Refer to designated areas for Exhibitor vehicles, trucks, trailers and RV parking in Exhibitor Bulletin Packet-Exhibitor Parking Requirements.

2.9 Exhibitor Conduct:

- All Exhibitors and their employees must remain at all times within the confines of their own Spaces during Exhibit Hours. If an Exhibitor needs to leave for any reason (bathroom breaks, going to the Exhibitor Lounge, visiting other booths), they must contact a Committee member for relief ahead of time.
- No Exhibitor will be permitted to erect signs or display products obstructing the view of other Exhibitors.
- All demonstrations and distribution of circulars and promotional material must be confined to the limits of the Exhibitor's booth.
- Exhibits which include the operation of musical equipment or instruments, radios, sound motion picture equipment, public address systems, or any noise making machines must be operated so that the noise resulting therefrom will not annoy or disturb adjacent Exhibitors and their patrons and must be approved by the Committee.
- Exhibitors are required to always have their exhibit Space neat and orderly.
- No Exhibitor shall provide to the public any food or beverages without the written permission of the Committee.
- All personnel shall conduct themselves in a professional manner and shall not be under the influence of alcohol or drugs.
- Excluding certified trained service dogs, no pets shall be permitted within the Facility.

2.10 Booth Occupancy: Exhibitor's Space is to be used solely by Exhibitor and no portion can be sublet or assigned without the prior written permission of the Committee. Exhibitors shall forfeit its right to the Space and all prepaid rentals if they fail to occupy for the entire Exhibition Dates and Hours.

2.11 Material Delivery: No materials or merchandise may be delivered to the Facility until the Set-up Commencement Date. All shipments must be prepaid. The shipping address is Kitsap Sun Pavilion, 1200 NW Fairgrounds Road, Bremerton, Washington 98311.

2.12 Special Requirements for Kitsap Sun Pavilion: Exhibitors must comply with County and KBA requirements to protect the flooring in the Kitsap Sun Pavilion.

2.13 Licenses: Any and all County, State or Federal Licenses, inspections or permits required by law of any Exhibitor in the installation of, or operation of its display, shall be obtained by the Exhibitor at their own expense prior to the opening of the Exhibition.

2.14 Cancellation of Contract: If this agreement is canceled by Exhibitor for any reason, or by KBA because of an Exhibitor's default or violation of this agreement, monies paid to KBA by Exhibitor shall be retained as follows: If cancellation greater than 45 days prior to the Exhibition, KBA shall retain 25% of the total rental cost of the Space(s) and return the balance to the Exhibitor. If cancellation occurs within 45 days of the Exhibition, the entire rental paid to date by Exhibitor shall be retained by KBA. All cancellations must be in writing.

2.15 Rights of KBA in Event Exhibition is Not Held: KBA shall not be liable for any damages or expense incurred by Exhibitor in the event the Exhibition is delayed, interrupted, or cancelled; if for any reason beyond the reasonable control of KBA the Exhibition is cancelled or delayed, KBA will retain 20% of the funds paid by Exhibitor as is necessary to defray the expenses already incurred by the KBA.

2.16 Security for Rental. Failure of an Exhibitor to pay rental as specified herein shall entitle KBA to take possession of all merchandise, materials and exhibits displayed by Exhibitor and retain the same as security for such unpaid rental. KBA shall have the right to dispose of same without notice to Exhibitor in such manner as it deems appropriate whether by sale or otherwise. Any sale proceeds shall be retained by KBA in payment of expenses incurred in disposing of any property and in payment of unpaid rental.

2.17 Care, Use, and Maintenance of Space: Exhibitor agrees to use the space within the Facility for the sole and exclusive purpose of participating in the Exhibition by displaying the Exhibit(s) described above within the confines of Exhibitor's Space during the Exhibition Dates and Times.

2.18 Indemnification: The Exhibitor shall save, defend, indemnify and hold KBA, the Committee, Kitsap County and their respective Directors, Officers, Members, Commissioners, Employees, Agents and Volunteers (the "Indemnified Parties") harmless for and from all claims, demands, causes of action, liability and damages, including attorneys fees (collectively "Claims") arising from or related to (i) any act or neglect of Exhibitor and/or its agents, officers, and personnel; (ii) Exhibitor's display, sale, or disposition of any goods, merchandise, products or services including specifically claims arising from or relating to any defects or claimed defects associated therewith; and (iii) claims asserted by Exhibitor's own employees or personnel. Exhibitor specifically waives and with respect to the Indemnified Parties only, any immunity under the Worker's Compensation Act, Title 51 RCW.

2.19 Insurance: Exhibitor shall provide and maintain liability insurance naming "KBA, its Officers, Directors, Agents, Volunteers and Employees" and "Kitsap County, its Officers, Directors, Agents, and Employees" as additional insured providing coverage against any Claims against the Indemnified Parties, the limits of liability of which shall be in amount of not less than \$1,000,000.00 combined single limit for bodily injury and property damage per occurrence and \$2,000,000.00 general aggregate.

2.20 Limitation of Liability: The KBA, Indemnified Parties shall have no liability to Exhibitor or Exhibitor's employees or customers from any cause whatsoever. Exhibitor assumes all risk of loss for damage to or loss of Exhibitor's personal property from theft, vandalism, and all other casualties and/or perils.

2.21 KBA's Reserved Rights: KBA reserves the right to remove any personnel who fail to comply with any of the terms set forth in this Agreement. In the event:

- An Exhibitor's display is not "show ready" or manned by the Date and Time of the first day of the Exhibition
- The Exhibitor Display is not dismantled and removed from the Facility and grounds by the Termination Date and Time
- The Exhibitor's booth is not staffed during all Exhibition Hours
- Exhibitor otherwise fails to comply with the terms of this Agreement

KBA reserves the right to retain all fees paid by Exhibitor, remove Exhibitor's Display and all personal property of Exhibitor and its personnel on or about the Facility, re-let the Space to another Exhibitor (without any duty to do so), and assess Exhibitor with a fee of \$500.00, together with any actual costs, fees or damages incurred by KBA, all without prejudicing KBA's right to pursue any remedies available under the laws of the State of Washington.

2.22 Disputes: In the event any dispute arises between the parties, venue and jurisdiction shall lie exclusively in the State courts for Kitsap County and, if demanded by KBA, all such disputes shall be resolved by means of Binding Arbitration pursuant to Chapter 7.04 RCW. In the event any action is instituted, including an arbitration proceeding or appeal, the substantially prevailing party shall be awarded its costs and attorney fees.

2.23 Complete Agreement: This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.



Exhibitor Order Form

Use this form to request your booth, equipment for your booth, and other promotional materials.



Business Name: _____ **Exhibitor Space Number(s) Requested:** _____

See floor plan to determine booth numbers. This is **not** a guarantee or reservation.

Event management will determine final booth location.

All requests **must** accompany FULL payment within **3 days** of request for official contract acceptance by the KBA.

Act early to reserve your exhibitor space!

Vendors will be placed in the order in which their **completed** document package is received.

Exhibitor Contract
 Certificate of Insurance
 Exhibitor Order Form
 FULL Payment

Please Select Size of Booth:			
Size	<input type="checkbox"/> 10x10 <input type="checkbox"/> 10x15 <input type="checkbox"/> 10x20 <input type="checkbox"/> 10x25 <input type="checkbox"/> 10x30		
Price	<input type="checkbox"/> \$1025 <input type="checkbox"/> \$1612 <input type="checkbox"/> \$2050 <input type="checkbox"/> \$2687 <input type="checkbox"/> \$3075		
Location: Main Aisle <i>please add \$400</i>		_____ x \$400=	
Location: Corner <i>please add \$150 per corner</i>		_____ x \$150=	
Direct Sales: Do you sell products directly to customers that they can take home same day?		+ \$150=	
Outside Booths- \$67 per linear foot, minimum 10 foot– no discounts on outdoor spaces.		_____ x \$67=	
Total Fee for Exhibitors Space(s)		LINE 6	
KBA Member 20% discount (Sponsors not eligible. Must retain membership thru Dec. 31 2022)		-20% of line 6	-\$
Non KBA Member 10% returning discount (attended 2019/registered 2020 Spring or 2019 Fall)		-10% of line 6	-\$
Adjusted total with discount (no stacked discounts allowed)		LINE 9	
All documents and payments received after May 1 will be charged a 10% administrative fee.		+10% of line 9	
Additional Marketing and Sponsorships			
<i>The items below will only be provided if requested by the Exhibitor</i>			
Would you like to co-sponsor Lego Brand Building Challenge-? Sunday, 10 am -3 pm			
<input type="checkbox"/> Yes, I will volunteer during the entirety of the Event and provide banner or logo for marketing. Cost \$200		+\$200=	
<input type="checkbox"/> I will provide a banner and logo only. Cost \$500		+\$500=	
Would you like to co-sponsor Construction In Motion? Saturday, 10 am -4 pm			
<input type="checkbox"/> Yes, I will volunteer during the entirety of the Event and provide banner or logo for marketing \$200		+\$200=	
<input type="checkbox"/> I will provide an outdoor banner and logo only \$500		+\$500=	
<input type="checkbox"/> Check here if you would like to be added to the Scavenger Hunt Board. Limited to first 22 to sign up. Please email your vectored logo to KBAMembers@KitsapBuilds.com		+250=	
<input type="checkbox"/> Logo Light on upper wall of Pavilion \$200 <input type="checkbox"/> 52 in Floor Decal (includes installation) \$400			
<input type="checkbox"/> Logo on Garbage Can(s) \$25 each <input type="checkbox"/> Fee for parking box truck with logo in parking lot \$25			
<input type="checkbox"/> Check here if you would like 1 -8' table (FREE) <input type="checkbox"/> Additional 8' Tables at \$12 each		_____ x \$12=	
<input type="checkbox"/> Check here if you would like 1 chair (FREE) <input type="checkbox"/> Additional Chairs at \$5 each		_____ x \$4=	
<input type="checkbox"/> Check here if you would like 110VOLT/20 AMP Electricity (FREE)		FREE	
<input type="checkbox"/> 220 VOLT Spider Box \$100 each		+\$100=	
<input type="checkbox"/> Check here if you would like us to send you a digital copy of our event poster. You may pick up additional posters at our office after April 7 (while supplies last)		FREE	
Please return with payment to:		TOTAL DUE	
Kitsap Building Association, 5251 Auto Center Way, Bremerton, WA 98312			
Please call (360)479-5778 or FAX (360)479-0313 or Email: KBAMembers@KitsapBuilds.com			

MAP- Kitsap Pavilion May 13-15, 2022

Please use this floor plan to let us know what area you would like to be in. This is **not** a guarantee or reservation. Event management will determine final booth location.



- \$5k Sponsorship Contract
- \$3K Sponsorship Contract

Premium Locations:

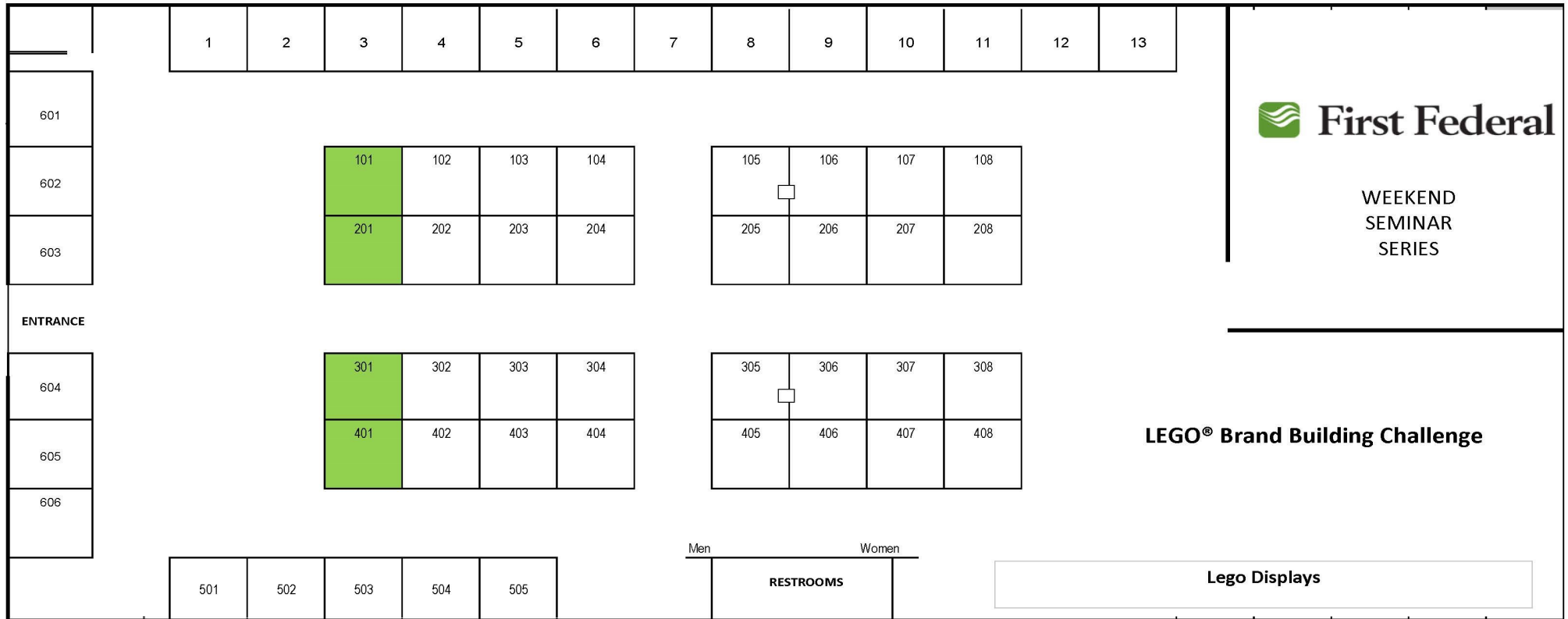
Add \$400 per space Brownsville Way 402-411/ 501-511 (Members Only)
 Add \$150 per corner/ Cross section- includes spaces 1, 5,9, 904,908

Available Discounts

KBA Members 20%
 Returning Fall 2019/ Spring 2020 Non Members 10%
 (No stacked discounts)

MAP- Presidents Hall May 13-15, 2022

Please use this floor plan to let us know what area you would like to be in. This is **not** a guarantee or reservation.



■ \$3k Sponsorship Contract

Premium Locations:

Add \$400 per space Center Aisle 201-208

Add \$150 per corner/ Cross section- includes spaces 1,7,13,501, 603, 604

Available Discounts

KBA Members 20%

Returning Fall 2019/ Spring 2020 Non Members 10%
(No stacked discounts)