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[www.oahehomebuilders.com](http://www.oahehomebuilders.com)

**2017 Oahe Home Builders Association  
Home & Construction Show  
Exhibitors Policies & Procedures Manual**

**Located at the Expo Center**

**320 S. Casey Tibbs Street      Fort Pierre, SD 57532**

Saturday, April 1, 2017

10am-5pm central time

Sunday, April 2, 2017

12pm-4pm central time

**VENDORS SOCIAL**

Drifters Bar & Grille

Saturday, April 1, 2017 5:15pm



National  
Association  
of Home  
Builders

**Welcome to all Home and Construction Show Exhibitors!**

We look forward to another successful Oahe Home Builder Association Home & Construction Show. Please read through the information, and should you have any questions call one of the following with the OHBA Show Committee:

Gerad Johnson @ A-G-E CORPORATION 223-2732  
Rachel Olson @ Premier Property 280-8893  
Heath Schnee @ Builders FirstSource 280-9688

**What is the OHBA Home Show?**

This annual trade show focuses on the home building industry. This event offers vital information and is an excellent opportunity for businesses to display products and services. Plan now to become a part of the Home Show!

**Home Show Hours:**

Saturday, April 1, 2017: 10am-5pm  
Sunday April 2, 2017: 12pm-4pm

**Vendor Social**

Location: Drifters Bar & Grille  
325 Hustan Ave Fort Pierre, SD 220-5014  
Event Room: Port  
Saturday April 1<sup>st</sup>, 5:15pm

**Vendor Set Up:**

Friday, March 31<sup>st</sup>, 4-7pm

**Vendor Tear Down:**

Sunday April 2, 4:15-6pm

**A fine of \$100 will be charged to vendors who tear down early.**

**Exhibit Space Rental Information:**

Member booth fee: \$400/per booth  
Non-Member booth fee: \$500/ per booth  
Non-Profit Organizations booth fee: \$60 (allowed only one booth)

**Booth fee includes:**

One 10' wide 10' deep space with drapery dividers (8' high back and 3' high sides)  
one table and one chair.

**No REFUNDS OR CANCELLATIONS WILL BE GIVEN AFTER February 24, 2017.**

### **OHBA Vendor Social**

The Show committee invites all vendors and significant others and team members to join for appetizers and drinks at Drifters Bar & Grill located at 325 Hustan in Fort Pierre in the Events room: Port.

### **Insurance Coverage**

Coverage is available from several local companies and may be available through your regular insurance carrier. Please check with your insurance carrier to inquire, or call The Pierre Area Chamber of Commerce at (605) 224-7361 for a list of possible contacts.

**Exhibitors shall provide a proof of insurance certificate naming The Oahe Home Builders Association as the additional insured. Rental Agreement will not be processed without this document.**

### **Exclusivity**

The OHBA doesn't guarantee or imply that any vendor will have exclusivity at the Home Show. The OHBA does accept registration from multiple vendors with similar or identical products. Competing vendors are not permitted to register for booths adjacent to or across from each other. The vendor with the most recent registration submission will be directed to another available location away from other like vendor(s).

### **POLICIES & PROCEDURES**

1. **Payment**- Complete payment must be received along with the signed contract and insurance certificate. Failure to make a payment and provide OHBA with a copy of your liability insurance constitutes breach of contract and will result in termination of the rental agreement.
2. **Cancellation of Agreement**- If this agreement is cancelled by exhibitor or by management for any reason or as result of exhibitor's default or violation of this agreement, monies paid to management by exhibitor will be retained as follows: Cancellations after February 24, 2017 WILL NOT BE REFUNDED.
3. **Sub-Letting Booth Space**- No exhibitor shall assign, sublet or apportion the whole or any part of the space allotted to them, nor exhibits therein any other goods, apparatus, services, than those manufactured or sold by the exhibitor in the regular course of business.
4. **Unoccupied Booth Space/Refunds**: - If exhibitor fails to occupy rented space the first day of the show or fails to comply in any other respect with the terms of this agreement, the Home Show Event Manager shall have the right to use such space. No refunds will be made if space or portion of space is not used.

5. **Rights of Management if Event is not Held**-The Oahe Home Builders Association will not be liable for any damages or expense incurred by exhibitors in the event that that show is delayed, interrupted, or not held as scheduled; and if for any reason beyond the control of the management the show is not held, management may retain all or a portion of the amount paid by exhibitors.
6. **Eventualities**-in case the Expo center shall be partially or totally destroyed by fire, or the elements or by any other cause, or any other circumstances shall make it impossible for the manager to permit the contracted space to be occupied by the exhibitor, then this lease shall termination and the exhibitor shall waive any claims for damage or compensation except the prorated return of the amount paid for the rental space.
7. **Exhibitor Conduct & Character**- Any negative actions, behavior, or conduct that is seen by management or reported by OHBA Home Show Committee member will be grounds for management to ask exhibitor to leave the show. Problems that cannot be resolved at once could be basis for denial to the exhibitor to enter future OHBA shows. The OHBA Home Show Committee members reserve the right to judge the exhibit based on the information provided on the contract with regard to booth and exhibit contents, as to suitability of exhibit. Exact disclosure about your intended exhibit is required at the time the rental space agreement is submitted for consideration. It should be understood that submission of rental agreement does not automatically guarantee space.
8. **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 his display shall be obtained by the exhibitor at his own expense prior to the opening of the show.
9. **Removal of Exhibits**- All property not removed from the Expo Center by 6:00pm on Sunday, April 3, 2016 is subject to rental charges for the Expo Center and the Expo Center and OHBA are not responsible for any items taken or lost after that time.
10. **Compliance**- The exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules herein stated. OHBA reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any exhibitor or his representatives, with or without giving the return to the exhibitor of the amount of rental unearned at the time of ejections. If any exhibit or exhibitor is ejected for violations of these rules or for any other stated reasons, no return of rent shall be made.
11. **Liability/legal/Insurance**- The OHBA, its Board of Directors and staff assume no liability or responsibility for the safekeeping of any personal property nor do they assume any liability for any accident, injury, or property damage occurring within the booth space of any exhibitor or as a result of any activity by any exhibitor.
  - a. Exhibitors shall indemnify and to hold harmless the OHBA, it Board of Directors, the management and the Expo Center from and against any and all claims, damages, losses , and expenses including attorney's fees arising out of or resulting from the activities of the exhibitor, or the officers, contractors, licensees, agents, servants, employees, guests, service groups and visitors of exhibitors.

- b. Exhibitors shall present proof of liability insurance in the amount of \$1,000,000 as will protect him/her from claims which may arise out of or result from the activities of the exhibitors. Neither the management nor the Expo Center shall be responsible for the loss or damage occurring to the exhibit or sustained by the exhibit from any cause.
- c. If a civic action arises between the parties out of this agreement or to enforce any of its provisions, the losing party shall pay the attorney fees for the prevailing party as trail court may adjudge reasonable and if an appeal is taken from any judgement of the trail court, the losing party shall pay the amount the Appellate court shall adjudge reasonable as the prevailing party's attorney's fees on appeal.

**12. Restrictions on Alterations to Facility-**

- a. Holes may not be drilled, cored, or punched in the building.
- b. No adhesive backed decals or similar items, may be affixed in any way to the walls, windows, columns, ceilings or furniture on Expo Center property. Decorations, signs, banners, etc. May not be taped, nailed, tacked, stapled or otherwise fastened to ceilings, walls, doors, painted surfaces, furniture or columns. Exhibitors may not apply paint, lacquer, adhesive or any other coating to the bidding floors, walls or to standard booth equipment. No paint, take or tape residue shall remain on show floor after move out is completed.
- c. Exhibitors are liable for any damage caused to the building, floors, walls, or to standard booth equipment or to other exhibitor's property.
- d. **NO PAINTING WILL BE ALLOWED IN/ON THE EXPO CENTER PREMISES.**

**13. Other Restrictions-**

- a. The management reserves the right to restrict or remove exhibits, without refund, that have been falsely entered or deemed by the management unsuitable or objectionable. This restriction applies to, but is not limited to noise, PA systems, person, animals, birds, conduct, printed matter, or anything of a character that might objectionable to the show or the management.
- b. Helium or other lighter than air balloons are not permitted in the Expo Center.
- c. Parking in the loading area is permitted for loading and unloading only. Violators will be towed at their expense.
- d. No animals are permitted into the building without prior approval of management (this is not intended to exclude animals for purposes of providing aid to handicapped persons).
- e. Combustion engines shall not be operated on the exhibit floor as part of an exhibit. Protective floor covering shall be placed under vehicle bumper to bumper and inside the wheel to inside of wheel to protect against vehicle fluid leaks. Battery cables must be disconnected, gas caps securely taped, and less than ¼ tank of gasoline is required. Propane tanks shall not exceed 2lb. cylinder (MPG 5lb capacity) and require Fire Marshall approval. No open flame is permitted in the Expo Center. No charcoal fire shall be permitted. Small combustion engines (lawn mowers) will not be permitted to contain any gas in the fuel tanks. Spot check for complicate to the above state regulations will be done by the Fire Marshall during the show set up and throughout the

show. This section is subject to amendment of local fire codes at the direction of the Fort Pierre Fire Department and Fire Marshal. It is the EXHIBITORS responsibility to obey all fire code regulations. Fire code regulations may be viewed at [http://dps.sd.gov/emergency\\_services/state\\_fire\\_marshall/fire\\_laws.aspx](http://dps.sd.gov/emergency_services/state_fire_marshall/fire_laws.aspx)

- f. All planting and fountains shall have water-proof plastic material underneath for floor protection.
  - g. No raffle tickets, lottery tickets, or other promotions will be allowed inside, outside, or on the Expo property.
  - h. Exhibitors shall confine the display and its contents (i.e. brochures, souvenirs, samples) to the booth space assigned and not project in any way into the aisle space or surrounding booth space. Exhibitors MAY NOT conduct business outside of their booth space or drop solution items on the ground anywhere in the Expo Center. No individual PA systems, flashing lights, or sirens are permitted and music or sound must not be audible more than 8' from the perimeter of the booth. Any noise that is bothersome to neighboring exhibitors will not be permitted. In the demonstration of food preparation, exhibitors must take precaution to insure that cooking exhaust, odors, or smoke be handled so as not to contribute to air pollution. Violations after a first warning by management will result in termination of exhibitor's booth. .
  - i. No alcoholic beverages will be permitted in the Expo Center for any purpose
  - j. Absolutely NO PLASTIC table coverings are permitted in this show. Please make sure your cloth table coverings are presentable in appearance.
  - k. Exhibitors are responsible for trucking, storage, handling, set-up and removal of exhibit materials. Do not ship directly to the Expo Center. They cannot accept advance freight shipment for exhibitors.
- 14. Complete Agreement-** This agreement contains all the terms and conditions agreed on by 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.
- 15. Onsite Parking Lot & Fairgrounds Parking Lot-** Exhibitors or employees of exhibitors shall not park in parking lot. The parking lot is reserved for parking of show visitors and guests.