

2027 CNY Home & Garden Show
EXHIBIT SPACE RESERVATION AGREEMENT — TERMS AND CONDITIONS

The following Terms and Conditions apply to the Exhibit Space Reservation Agreement ("Agreement") for the Home & Garden Show ("Show") produced by the Home Builders & Remodelers of Central New York, Inc. ("Association"). These Terms and Conditions constitute the entire agreement between the parties and supersede all prior discussions or representations.

By submitting this registration, the Exhibitor acknowledges that it has read, understands, and agrees to these Terms and Conditions, which are a material part of the Agreement.

1. ELIGIBLE EXHIBITS.

The Association reserves the right, in its sole discretion, to decline, limit, or prohibit any exhibit, product, service, giveaway, contest, or activity, in whole or in part, that it deems not to be in the best interest of the Association or its members.

The Association further reserves the right to reject any application, limit exhibit space, or cancel this Agreement if it determines such action is in the best interest of the Association or its members. In such event, the Association shall refund any payments made by the Exhibitor, without interest or penalty. Upon making such a refund, the Association shall be released from any further liability or obligation to the Exhibitor.

2. LIMITATION OF LIABILITY.

To the fullest extent permitted by law, the Exhibitor hereby waives any and all claims against the Association, its members, officers, directors, employees, Show Sponsors, and the owner/operator of the Show venue (collectively "Indemnitees"), for loss, theft, damage or destruction of property, or for any personal injury to any employees, laborers, agents, or invitees of the Exhibitor that occurred at any time during the move-in, Show days, and/or move-out for the Show, except to the extent caused by the gross negligence or willful misconduct of an Indemnitee.

The Exhibitor agrees to indemnify, defend, and hold harmless the Indemnitees from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fee, arising out of or related to the acts, omissions, or negligence of the Exhibitor or its employees, agents and invitees.

3. GENERAL LIABILITY & AUTO LIABILITY INSURANCE.

(a) Throughout the period that the Exhibitor participates in the move-in, Show days, and move-out stage for the Show, the Exhibitor shall maintain comprehensive general liability insurance with limits of insurance not less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate to protect their interests and the interests of the Association. The Exhibitor shall also maintain motor vehicle liability insurance with limits of at least \$1,000,000 for each accident, which must include coverage for liability arising out of all owned, leased, hired and non-owned motor vehicles for the full duration of the Show. At least ten days prior to the commencement of the Show, the Exhibitor shall provide proof of these insurance coverages by way of written Certificate of Insurance, Binder or other writing subscribed by the insurance company or its agent attesting to such coverage. All insurance coverage shall provide Additional Insured Coverage on a Primary & Non-Contributory Basis to "Home Builders and Remodelers of Central New York, Inc.", as well as the "New York State Department of Agriculture & Markets." A copy of the Endorsement must be provided to the Association prior to the Exhibitor setting up for the Show.

(b) The Exhibitor agrees to waive any right to claims of subrogation and shall cause its insurer(s) to waive the right to make any claims of subrogation. This waiver of subrogation includes claims or right to claims against the Association, and its insurers for recovery of loss or damages to the extent such damages or loss are covered, or should be covered, by the insurance required of the Exhibitor in this Agreement or any other insurance procured by the Exhibitor which is applicable to the Agreement. This waiver of subrogation shall be provided by specific endorsement if the policy itself does not otherwise provide the required language to this effect. The Exhibitor shall notify the Association in writing prior to the commencement of the Show if the waiver of subrogation is provided by specific endorsement and Association has the right to request and receive a copy of said endorsement as evidence of the waiver.

(c) Upon request from the Association, the Exhibitor shall provide the Association with any certificate of insurance, coverage provision, or certified copy of any insurance policy required of the Exhibitor under the terms of this Agreement. Insurance policies required by this Agreement shall contain a provision/endorsement that coverages afforded under these policies will not be cancelled, amended, or allowed to expire until the Show has concluded, the Exhibitor has vacated the Exhibit space, and given notice of same to the Association.

(d) The Exhibitor also agrees to carry Worker's Compensation Insurance, including coverage for statutory NYS Disability and Paid Family Leave, and to provide Association with proof of such coverage by providing a Certificate of Insurance and a waiver of subrogation.

4. PAYMENT.

(a) Registrations submitted before **January 1, 2027**:

- A **50% non-refundable deposit is required** within **10 business days** of submitting your contract to secure your booth space
- Failure to submit the deposit within **10 business days** may result in the cancellation of your registration
- Final payment is due on **December 1, 2026**
- Failure to submit final payment by **December 1, 2026**, may result in the forfeiture of your booth space and any payments made

(b) Registrations submitted between **January 1, 2027, and February 1, 2027**:

- Full payment is required within **10 business days**
- Failure to submit payment within **10 business days** may result in the cancellation of your registration

(c) Registrations submitted after **February 1, 2027**:

- Full payment is required before registration is accepted, unless other arrangements have been agreed upon with the Association

The final amount due is subject to change if the dimensions or items listed in your contract are incorrect or missing. In such case, you will be contacted and provided with an updated agreement

5. CANCELLATION OR WITHDRAWAL.

To the fullest extent permitted by law, all Exhibitor cancellation notices must be submitted in writing to the Association. Upon submission of this Agreement, the Exhibitor acknowledges and agrees that they are responsible for **100% of the total booth space fee** set forth in the Agreement, regardless of participation, and that **no refunds shall be issued**.

In the event the Exhibitor cancels, withdraws, or otherwise fails to participate in the Show for any reason, including failure to occupy their exhibit space, the Exhibitor shall remain fully liable for all amounts due under the Agreement.

The Association reserves the right to re-sell any cancelled or unoccupied exhibit space and may, at its sole discretion, issue a refund of payments made, less a 15% administrative fee and any additional costs or expenses incurred to include reasonable attorney's fees.

6. TERMINATION OF SHOW.

If the Association determines, in its sole discretion, the premises where the Show is to be held have become unfit for occupancy, or if the premises are materially interfered with by reason of strike, embargo, injunction, act of war, act of God, global pandemic, any other health emergency or event, this Agreement may be terminated by the Association. In addition, the Association reserves the right to terminate or cancel the Show at any time prior to 30 days before the opening date, for any reason deemed necessary by the Association. In any of these events, notice shall be provided to the Exhibitor within five (5) business days after the decision to terminate has been made via mail, email, facsimile, or any other reliable method of communication. Upon any such termination or cancellation of the show, the Association shall refund any deposits or payments made by the Exhibitor, less a reasonable, documented deduction for overhead expenses incurred by Association, and such refund shall be deemed a full and complete release of the Association for any fees paid as well as for any damages or liabilities incurred or suffered by the Exhibitor as a result of such termination or cancellation.

7. OTHER CONDITIONS.

(a) The Exhibitor agrees to adhere to Show guidelines in accordance with the Show's Exhibitor Manual. The Show's Exhibitor Manual will be posted on the Association website at HBRCNY.com or available upon request from the Association office. The Exhibitor shall not assign, sublet, or apportion, their registered exhibit space for the Show, as a whole, or in part, nor display any goods or services other than those manufactured or sold by the Exhibitor in the regular course of business.

(b) The Exhibitor agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, licensing, and copyrights governing the Show, the Show venue, and the parties hereto.

(c) The Exhibitor agrees to report to the Association's on-site show office prior to any exhibit set-up.

(d) The Exhibitor agrees to all exhibit booth space height restrictions outlined in the 2027 Exhibitor Manual.

(e) The Exhibitor agrees that all exhibit decorations will be fireproof.

(f) The Exhibitor agrees to not use microphones, amplification, or noisemakers without the Association's prior approval.

(g) The Exhibitor agrees that all contact, mailing, or telephone lists generated by any raffles, drawings, or contests are for the exclusive use to the Exhibitor, which conducts the same. The Exhibitor agrees that such information or lists will not be given, sold, or transferred to any other firm, individual or third party. The Exhibitor further agrees to comply with all applicable data privacy laws.

(h) **The Exhibitor agrees not to dismantle nor remove any part of their exhibit until after the closing time of the Show and the Exhibitor acknowledges that by doing so, an additional \$250 fee may be assessed.** The Exhibitor agrees to always maintain personnel in their assigned space during Show hours and maintain that space in good order and surrender such space in the same condition as it was at the commencement of occupancy, ordinary wear expected.

(i) The Exhibitor agrees to pay for any extraordinary trash removal costs resulting from construction and/or removal of their display.

(j) The Exhibitor agrees that no vehicles, large equipment, or free-standing signage are to be displayed on the Show floor without prior approval from the Association.

(k) The Exhibitor agrees that the failure or refusal to comply with these Terms and Conditions and other reasonable instructions from the Association regarding the Exhibitor's conduct during the Show may result in forfeiture of monies paid or due, loss of rights to space, and application of trespass.

(l) The Exhibitor understands they shall remain fully liable for any additional costs and expenses incurred by the Association resulting from the Exhibitor's failure to dismantle and remove their property from the exhibit space by **12:00 noon on Monday, March 22, 2027.**

(m) The Exhibitor agrees not to share any membership, verification, and or discount codes provided to them by the Association without the Association's consent. The exhibitor understands that the use of any membership, verification, and / or discount code not issued to them by the Association is prohibited and will result in an automatic cost adjustment or may lead to the termination of their agreement.

(n) ONLY active members of the Home Builders & Remodelers of CNY are eligible for Membership Pricing. Memberships that expire prior to the 2027 Home & Garden Show will cause an automatic cost adjustment to any 2027 show registrations.

(o) ONLY the Exhibitors returning from the 2026 Home & Garden Show are eligible for the Returning Exhibitor Loyalty Pricing.

(p) The Association reserves the right to relocate the Exhibitor to another booth location, comparable in size to their original registration to facilitate the show's needs to include emergency facility maintenance issues, competitor business conflicts, or any reason necessary to ensure the overall success and balance of the Home & Garden Show.