

2023 Colorado Fall Home Show, September 15-17

Colorado Convention Center

LICENSE TERMS AND CONDITIONS

THIS IS NOT A LEASE. Licensed Exhibitor is granted a revocable license to use the exhibit space strictly in accordance with the following provisions. This license may be terminated without notice for any violation of this agreement. Management will not be liable for any loss resulting from termination. Omissions from the show program are not the responsibility of Show Management. No exclusives on products or services are offered at the show. **THE EXHIBITOR IS REQUIRED TO HAVE THE EXHIBIT SPACE MANNED DURING ALL SHOW HOURS.**

CHANGES: Management reserves the right to change these terms, rules, and regulations. Changes will be in writing and will be binding on all parties.

STANDARD BOOTH EQUIPMENT Standard booth equipment is furnished to all Exhibitors who occupy linear booth configurations. Standard booth equipment consists of 1) Draped back wall-8 feet in height; 2) Draped sidewall-3 feet in height; 3) An Identification sign with the Exhibitor's name. **The booth price does not include** carpet, electricity, internet, tables, or chairs. These will be available for an additional charge or you can bring your own furnishings.

EXHIBIT CONSTRUCTION:

Height limits: All in-line booths, other than Official Sponsors, are limited to a height of 8'3". Perimeter booths are limited to 12' in height. Island booths are limited to 16' in height. Peninsula booths, more than 10' in-depth, are limited to 16' in height.

Sidewalls: All display fixtures over 4' in height and placed within 10 lineal feet of an adjoining exhibit, must be confined to that area of the exhibitor's space which is at least 5' from the aisle.

Back walls: The floor plan indicates where the back walls will be set.

Exposed walls: All exposed panels of constructed exhibits, with particular emphasis on back walls, must be finished with a back wall to present an attractive appearance when viewed from aisles or other adjoining booths. If in Management's sole opinion, any exhibit requires additional hard walls, or other decoration to hide any unfurnished or unsightly exposed surface, the Exhibitor will be charged that cost and will be solely responsible for its payment.

Mobile or trailer exhibits: These types of exhibits are permitted only within the Exhibitor's contracted booth space and where height permits. Exhibitors using mobile or trailer-type exhibits must give advance written notice to Management. Mobile or trailer exhibits cannot be used in parking areas or any other location outside of the contracted booth space during show hours.

The exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force between Colorado Garden Foundation and contractors providing services to the facility and governing companies operating in the facility in which the show is taking place.

ADDITIONAL RULES AND REGULATIONS: The exhibition space is owned by the Colorado Convention Center, which may make and enforce its own rules for exhibitors. Its rules will supersede Management's and will be binding on Exhibitor.

ADVERTISING, PROMOTION, & DISTRIBUTION: Any advertising, promotion, marketing, design, signage, exhibit, display, or item distributed by an Exhibitor that Management, in its sole discretion, determines to be unsuitable for the purposes of this show, will NOT be permitted, will be prohibited, and must be immediately removed by Exhibitor. Printed advertising, promotional items, souvenirs, etc. that are acceptable to Management may be distributed by Exhibitors but must be distributed only from their booth space. Souvenirs shall not be of the noise-making variety. Helium & helium-filled balloons are prohibited. Distribution of adhesive-backed promotional items or stickers is prohibited. Sticker removal will be at Exhibitor's expense.

ARRANGEMENT OF SPACE: The exhibitor shall arrange its displays so as not to obstruct the general view or conceal other exhibits or exit signs. Management will inspect exhibits before and during the show. Management's determination will be binding. For inline booths, no products can be set on tables, risers, or racking that make the product exceed the 8'3" height limit. Exhibitors' products, displays, and literature must remain in the contracted booth space and are not allowed in the aisles. **No canopies or tents are permitted in booth space.**

SIGNS: No special signs, apparatus, etc., (other than Official Sponsor signage) will be permitted to extend more than 8'3" above the floor for inline booths, and no interference with light or space of the other Exhibitors will be allowed. Signs in island booths cannot extend more than 16' above the floor. Signs in peninsula booths, more than 10' in-depth, cannot exceed more than 16' above the floor. Signs in perimeter booths cannot exceed more than 12' above the floor. Illuminated signs must be placed against the back of the booth. No signs or banners are to be placed outside of the exhibit space assigned to each Exhibitor. All signs must be done by a professional sign shop. No signs or advertising are to be affixed to any of the walls, columns, doors, etc. by using staples, tacks, tape adhesive backing or any other method. All tape or other material or lighting fixtures used in exhibit booths are to be removed following the Show and the exhibition area is to be returned to its prior condition.

SELLING OF PRODUCTS & DISTRIBUTION OF FOOD: Cash & carry selling is permitted. Sales of food for immediate consumption or distribution of free samples is NOT permitted, except by written license from the Colorado Convention Center & Centerplate Catering. Food samples are limited to two (2) ounce portions. Samples of non-alcoholic beverages are limited to a four (4) ounce portion. The sampling of alcoholic beverages is prohibited. Orders may be taken for merchandise or service to be delivered at a future date. A written description must be submitted in advance to Centerplate Catering that details the product and portion size to be sampled. Centerplate Catering will provide approval of sampling arrangements to the sampling company/organization in writing only. All sales taxes are the obligation of the Exhibitor.

SOUND CONTROL: Loudspeakers, radios, television sets, or the operation of any machinery or equipment, which is of sufficient volume to be annoying to neighboring Exhibitors, will NOT be permitted. Rule of thumb: sound & noise should not exceed 85 decibels. Public address systems used to attract the attention of people passing in front of your booth will NOT be permitted unless approved in advance by Management. In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Other artificial means to attract attention such as flags, flashing lights, or music are not permitted. Show management may, in its sole and absolute discretion, withdraw its consent at any time, if the sound is in violation of this rule, in which event the Exhibitor shall terminate such activity forthwith. If applicable, all live musical performances and all uses of recorded music (such as records, tapes, compact disks, or video tapes with either features or background music) must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI), SESAC and any other agency responsible for licensing the music so performed. Exhibitors must obtain licenses and pay appropriate fees to ASCAP and BMI before broadcasting music in conjunction with this event. The producer is not responsible for any licensing fees for music played in the exhibitor's booth.

FIRE AND SAFETY PRECAUTIONS: All materials in the exhibit areas must be non-flammable and conform to Denver Fire Department regulations. No combustible decorations such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior, and wrapping papers are to be removed from the floor and must be stored under the tables or behind the displays. All cloth fabrics must stand the flameproof test as described by the Denver Fire Department Regulations. Materials not conforming to such regulations will be removed immediately at the Exhibitor's expense. **USE OF PROPANE OR BUTANE WILL BE PERMITTED AS A FUEL OR HEAT SOURCE ONLY AFTER OBTAINING A PROPER FIRE PERMIT.**

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SECURITY: Colorado Convention Center will provide off-hours security. Neither Management nor its agents will be responsible for any personal injury to the Exhibitor or its agents, employees, or guests, or for the safety of the exhibits against theft, or for damage by fire, accidents, or other causes. The Exhibitor assumes all risk and is urged to take all such steps, measures, and precautions as necessary to protect itself, its agents, representatives, employees, and guests, as well as exhibits, displays, and property, against all possible injury, damage, loss, and destruction at the show and during move in and out.

SUBLETTING SPACE: The exhibitor space allotted to Exhibitor may be used only by the Exhibitor. The right to use such exhibitor space or any portion thereof may not be assigned, subcontracted, or otherwise transferred.

CARE OF THE BUILDING AND EXHIBITS: Exhibitors will be responsible for any damage done to the building by them, their agents, or employees. All property destroyed or damaged by Exhibitor must be returned to its original condition by the Exhibitor at the Exhibitor's expense. Walls, woodwork, or dividing partitions and the floor of the building must not be defaced or altered in any manner whatsoever. No nails or bracing wires used in erecting displays may be attached to the building. Exhibitors will be required to keep their booth displays neat and orderly, with due regard to the safety of the public throughout the Show.

EARLY REMOVAL AND LATE REMOVAL OF EXHIBITS: Exhibitor understands that early removal of exhibits or displays is strictly forbidden and subject to a fine equivalent to Exhibitor's total show rental. At the close of the Show, if Exhibitor owes Management any sums arising hereunder, or if Exhibitor fails to remove an exhibit, equipment, or paraphernalia at the time determined by Management, Management is hereby given permission by Exhibitor to take immediate possession of Exhibitor's exhibit, equipment or paraphernalia. The same may be removed, sold at public or private sale with or without notice to Exhibitor and without relief from valuation or appraisal laws, in order to defray any sums due to Management or to pay removal costs.

RELOCATION OF EXHIBITS: Management reserves the right to alter or relocate the location of the Exhibitors or booths as shown on the official floor plan if deemed the alterations are necessary to maintain the character and/or good order of the show. Management shall have further right to prohibit, bar, prevent, and remove any exhibit or proposed exhibit, or any part or portion thereof, which in the judgment of Management is unsuitable or inappropriate for the exhibition or purposes of the exhibition; and such right shall extend, but shall not be limited to all equipment, materials, displays, installations, and other items or things constituting part of or used in connection with any such exhibit.

LIABILITY: Exhibitor shall at all times (move-in, show days, move-out) protect, indemnify, save, and hold harmless Management, against and from any and all loss, cost, damage, liability, or expense arising from, or out of, or by reason of any accident, or another occurrence to anyone, including Exhibitor, its agents, employees, and business invitees, which arises from or out of, or by reason of, Exhibitor's acts or omissions, or occupancy and use of the exhibition area or hall or a part thereof. It is understood that all Exhibitor's property shall remain under the Exhibitor's custody at all times. At no time will Management be responsible for Exhibitor's property. Exhibitor shall, at its expense and as a material part of this Agreement, obtain insurance to cover its exhibit material against damage and loss, and public liability insurance against injury to the person and property of others. This insurance shall name Management as an additional insured. Copies of such insurance shall be provided to Management upon request.

CANVASSING: Management will not permit exhibitors to canvas, solicit, hold conferences, or distribute literature or other promotional devices outside of their booth space. Attendee data collected at the event by exhibitors cannot be resold to third parties.

EVENTUALITIES: In the event the exhibition hall or any part of the exhibit areas thereof are unavailable whether for the entire Show or a portion of the Show as a result of fire, flood, tempest, or any other such cause or as a result of governmental intervention, damage, acts of war, strike, lockout, labor dispute, riot, or any other cause or reason over which Management has no control or should Management decide that because of any such cause it is necessary to cancel, postpone or re-site the exhibit or the Show, or reduce the installation time, the exhibit hours, or move-out time, Management shall not be liable to Exhibitor with respect to any damage, expense or loss, direct or indirect, arising as a result therefrom.

INTERPRETATION AND ENFORCEMENT: All interpretations and enforcement of or under this agreement shall be made by Management and shall be final and binding. Management shall not be liable to Exhibitor or any other party for any loss claimed or resulting from any such interpretation or enforcement.

VIOLATIONS: Violation of any provision of this agreement, or any applicable term, rule, regulation, code, ordinance, or law, or any failure or refusal to comply with any request or interpretation by Management, shall entitle Management to revoke this exhibition license and cause the removal of Exhibitor and its exhibit from the Complex without refund. If any dispute arises in connection with this agreement, Exhibitor shall be liable for all costs of enforcing this agreement, including all attorney fees incurred by Management whether or not the suit is brought.

PHOTOS AND VIDEOS: Show Management reserves the right to use pictures and videos taken during the show of display areas, special features, exhibitor personnel, and attendees.

SHOW PROGRAM: No additions, changes or deletions will be reflected in the Program once it has been turned to the printer for publication (approx. 45 days prior to show opening). Show Management reserves the right to edit, delete or combine Directory Listings as deemed necessary and assumes no responsibility for errors or omissions. Booths not paid in full by August 7, 2023, will not be listed in the show program.