

PROSPECTUS
RULES AND REGULATIONS
(ITEMS OF CONTRACT)

1. SHOW MANAGEMENT. The 49th Annual Spring Southern Home & Garden Show is produced and managed by The Home Builders Association of Greenville, producer of the Southern Home & Garden Show since 1962. HBA of Greenville is a non-profit organization representing residential builders, subcontractors, suppliers and other service providers to the home building industry.

Established in 1960, the HBA of Greenville today has a membership of more than 500 builders and associates. The Association is an affiliate of the National Association of Home Builders and the South Carolina Association of Home Builders.

2. SHOW LOCATION. The Southern Home & Garden Show will occupy exhibit Hall 1 of the Carolina First Center (formerly the Palmetto Expo Center) in Greenville, South Carolina. The Carolina First Center is located one block off South Pleasantburg Drive (Bypass 291) between I-385 and US 276.

3. SHOW PERIOD: EXHIBITOR MOVE-IN: Deadline for installation of exhibits is 8:00 pm, Thursday, March 5th. Exhibitors may move-in and set-up their displays during the following schedule:

Tuesday, March 2	9:00 am - 8:00 pm	Drive-In
Wednesday, March 3	9:00 am - 8:00 pm	Drive-In
Thursday, March 4	9:00 am - 8:00 pm	Drive-In
Friday, March 5	11:00 am - 12:00 pm	Hand-Carry Only

Targeted Move-In Schedule may be designated for large products or special equipment required to move-in or set-up a display. If any exhibitor has a product measuring 8' x 5' x 5' or larger, or plans to use any special equipment to move-in or set-up their display, he should contact Management for special instructions and receive a specified date and time to move-in the display.

SHOW DATES & HOURS:

Friday, March 5	12:00 pm - 8:00 pm
Saturday, March 6	10:00 am - 8:00 pm
Sunday, March 7	1:00 pm - 6:00 pm

EXHIBITOR MOVE-OUT: No exhibit shall be disassembled, packed or removed during the continuance of the Show. Exhibits must remain in place until after 6:00 pm, Sunday, March 7, 2010. Any company dismantling their exhibit prior to 6:00 pm, Sunday, March 7, 2010 will forfeit their seniority in future shows. Exhibits may be dismantled and removed as follows:

Sunday, March 7	6:00 pm - 9:00 pm	Monday, March 8	9:00 am - 3:00 pm
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Deadline for removal of all exhibits is 3:00 pm, Monday, March 8. Any exhibit material remaining after this deadline will be packed and shipped at the exhibitor's expense including labor, materials and shipping costs.

4. EXHIBIT SPACE RENTAL RATES & DISCOUNTS. Deposit, in the amount of \$350.00 per booth, is required with the Application For Space. Applications For Space will not be processed and assignments of space will not be made until the required deposit is received. Any space rental discount will be forfeited and the space rental amount will be recalculated at the rate appropriate in the production schedule when deposits and/or second payments are received.

EARLY BIRD DISCOUNT (Applications For Space and Deposits Received Before December 31, 2009.) Rates per 10-Ft. x 10-Ft. booth are as follows:

Greenville HBA Members	\$750.00	Non Members	\$875.00
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STANDARD RATES (Applications and Deposits Received Between January 1, 2010 - February 15, 2010, and Second Payments in Default):

HBA of Greenville Members	\$850.00	Non Members	\$975.00
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ADDITIONAL CHARGES

Corner Booths:	\$100.00 Each HBA of Greenville Members
Corner Booths:	\$125.00 Each Non-Members
Late Fee Assessment:	\$150.00 Per Booth
(Applications For Space and Deposits Received after February 16, 2010, or Exhibitors with Second Payments in Default.)	
Change In Space Assignment:	\$150.00 Each
(Move to different location after space assignment has been made.)	

DISCOUNTS: Multiple Booth Discount: 5% Discount on Total Space Rental Amount.

Multiple Year Discount: 1% Discount Per Consecutive Year on Total Space Rental Amount. Not to exceed 10% total discount.

Exhibitor Referral Discount: \$50.00 discount on total space rental amount for each new exhibitor recruited for 2010. New exhibitors must be submitted on the *New Exhibitor Referral Form* and may not have exhibited in a previous show to qualify. Discounts will be applied to the total space rental amount, upon receipt of the total space rental payment by the new exhibitor. Discounts in excess of total space rental amount or any balances due will be mailed in the form of a check.

Bulk Rate: Special space rental rate available to exhibitors occupying over 8,000 net square feet of exhibit space. Contact Management for details.

5. AMENDMENTS. Show Management has full power to interpret and amend the Rules & Regulations. If Show Management determines that, in the best interest of the Show, new rules are needed, it shall reserve the right to change or amend these rules.

6. ASSIGNMENT OF SPACE. Any exhibit area in the Southern Home & Garden Show is considered desirable for good traffic flow. The minimum area to be leased by any exhibitor is 100 square feet.

Exhibit space is assigned on a first-come, first-served basis. Exhibitors in the 2009 Southern Home & Garden Show will receive the opportunity to lease exhibit space in the 2010 Show prior to other prospective exhibitors. There are no exclusions.

Show Management will make every effort to accommodate requests from previous exhibitors for the amount and location of exhibit space in the 2009

Show, provided they submit the Application & Contract For Space and required deposit before the **Seniority Deadline, November 26, 2009.** No exhibitor, however, is guaranteed any exhibit area because of having occupied the specific area in previous shows.

Show Management reserves the right to amend the floor plan if, in the judgement of Management, it is in the best interest of the Show and the overall needs of exhibitors. Management may relocate any exhibit at any time with the understanding that if the exhibitor does not agree with the relocation, the security deposit or full payment for space will be refunded.

7. BADGES. Set-Up Badges: During the move-in and move-out periods, all individuals and vehicles on the exhibit floor must be identified. A package containing ten (10) Set-Up Badges to be worn by all personnel during move-in and move-out and four (4) vehicle window signs will be sent in February to each exhibitor holding an executed contract for space.

Exhibitor Badges: A limited number of Exhibitor Badges will be provided to each contracted exhibitor for their booth personnel. The number of badges entitled to each exhibitor is based on the number of 10 x 10 booths leased as follows:

1 Booth	6 Badges	4 Booths	24 Badges
2 Booths	12 Badges	5+ Booths	30 Badges
3 Booths	18 Badges		

If the number of badges required for your booth personnel exceeds the number entitled to your firm, additional badges may be purchased at the rate of \$4.00 each.

Exhibitor Badges will be available at the Exhibitor Registration Counter located in the Hall 1 Lobby and will be available for pick-up during Move-In on Thursday, March 4th and Show days and hours. Badges will be issued with the company name only, as it appears on the Application For Space. All booth personnel will be required to sign for and personalize a badge to gain access to the exhibit floor. Badges are non-transferable.

8. BALLOONS. The distribution of helium balloons in the Show is expressly prohibited. Balloons may be distributed if they are tied to a dowel and are inflated without helium.

9. BOOTH DESCRIPTIONS AND EQUIPMENT. The standard booth is 10-feet wide and 10-feet deep. Each standard in-line booth includes one 8-foot high back drape, two 3-foot high draped side divider rails, and one 7" x 44" identification sign. No other booth furnishings are provided. Island and Peninsula booths will not receive the standard pipe and drape, nor the identification sign provided to in-line booths.

All exposed parts of display partitions must be finished or covered so they do not present an unsightly appearance to adjoining booths or aisles.

Exhibit booths must be staffed by qualified representatives throughout the Show hours.

10. CHILDREN. Although not encouraged, should an exhibitor find it necessary to bring children to the Show, all children must remain in the booth space of the exhibitor unless accompanied by an adult. All children will be required to either wear a badge from the contracted exhibitor's allotment or purchase an admission ticket to gain access to the exhibit floor.

11. CLEANING. Exhibitors are expected to keep their exhibit space clean and attractive during show hours. Management will clean aisles and public areas only. Exhibitors are responsible for cleaning their individual exhibit areas, prior to the Show opening and daily during the Show.

12. COMPLIMENTARY & BULK TICKETS. Exhibitors will receive ten (10) Complimentary Tickets for each 10 x 10 booth leased. Complimentary tickets will be mailed in February to exhibitors who have paid their space rental in full. Additional bulk tickets are available in books of ten (10) for the rate of \$40.00 each and may be obtained by completing the Bulk Ticket Order Form contained in the Service Kit mailed to exhibitors in February.

13. DAMAGE TO THE BUILDING. Exhibitors shall not attach any material to walls, drapes, ceilings, doors, columns, floors or railings with nails, tacks, screws, or any other material except approved brands of double-face cloth tape.

All plants, water fountains, etc. should have waterproof plastic material(s) underneath. No paint, tape or tape residue should remain on the floor after move-out is completed. Proper precautions should be taken to prevent damage (either structural or aesthetic) occurring to floor surfaces. Exhibitors are responsible for returning the exhibit floor to its original condition.

14. DEFAULTS. (a) Any exhibit space assigned to an Exhibitor for which rent has not been paid in full by January 22, 2010 may be reclaimed by Management without notice, and may be reassigned to a different firm or utilized at the discretion of Management for any purpose. Rent paid for such space will be forfeited by the Exhibitor without recourse or refund.

(b) Exhibit space leased to an Exhibitor but not fully prepared for exhibit at 8:00 p.m., Thursday, March 4, 2010, shall be considered forfeited and subject to use by Management for any purpose whatsoever, and rent paid for such space will be forfeited by the Exhibitor without recourse or refund.

15. DEMONSTRATIONS AND AISLE RESTRICTIONS. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby booths is prohibited. The aisles are the property of Show Management. Each exhibitor has the responsibility to assure that any demonstrations or samplings conducted by booth personnel do not interfere with aisle traffic. Demonstrations, sampling areas and distribution of promotional material must be done from within the exhibitor's leased space and all tables must be placed a minimum of two-feet (2') from the aisle. Should spectators or samplers

interfere with the normal traffic flow or overflow into neighboring exhibits, Management will request that the presentations or sampling be eliminated.

No exhibit or demonstration shall be permitted, nor anything be distributed if it is considered a source of danger or annoyance. Management reserves the right to prohibit, modify, and regulate any display not in keeping with the policies of the Show, or objectionable from its point of view.

16. EVENTUALITIES. Should the exhibition hall be destroyed by fire, the elements, or any other cause, or if any circumstances make it impossible for Management to permit the contracted space to be occupied by the exhibitor, the exhibitor shall waive the right to any claim for damages or compensation except the prorated return of the amount paid for space rental.

17. FIRE REGULATIONS. To conform with fire regulations, all materials in the exhibit hall must be nonflammable. All cloth decorations must be able to withstand a flame test as prescribed by the Fire Marshal. Copy of the Fire Marshal's Regulations for Exhibitions and Special Events for the City of Greenville will be included in the Exhibitor's Service Kit.

18. FOOD DELIVERIES & DISTRIBUTION. No food or beverage is permitted to be brought into the Carolina First Center. Please do not order food to be delivered during move-in, move-out or Show hours. All food deliveries will be turned away at the door by security personnel. Carolina First Center Concessions are available on-site providing food and beverage services.

Exhibitors may not distribute sample food or beverage products unless the food or beverage is the principal product of the exhibiting company. All distribution and sales of food and beverage items must be approved by Show Management and the Management of the Carolina First Center in writing. A Food Sampling Form will be provided in the Exhibitor's Service Kit. Distribution of popcorn is discouraged and will only be permitted under strict guidelines established by Show Management.

19. HEIGHT RESTRICTIONS. The following height restrictions will be strictly enforced:

In-Line Booths & Corner Booths: Display material within the first 5-Ft. from the aisle cannot be greater than 4-Ft. in height, and in the remaining exhibit space no higher than 8-Ft. in height, including signs. This restriction applies to products and exhibits. No pop-up tents will be permitted in in-line booths as they exceed 8-Ft. in height.

Peninsula Booths: Display material within the first 5-Ft. from the two main aisles may not exceed 4-Ft. in height. In the remaining 10-Ft., display material may not exceed 8-Ft. in height, including signs. Exception to this restriction for signs is possible for companies occupying four (4) or more booths in a peninsula location and sign finished on all sides may be placed above 8-Ft. in the center of the booth (10-Ft. from the side divider and cross aisle) and below 15-Ft. in height.

Perimeter Booths: Display material within the first 2-Ft. from the aisle may not be greater than 8-Ft., and in the remaining exhibit space no higher than 15-Ft. Banners or other signage may be suspended from the ceiling in the back one-half of the booth.

Island Booths: Display material is restricted to 15-Ft. in height. Banners or other signage may be suspended from the ceiling in the center of the exhibit space and must be finished on all sides as not to be unsightly from any angle.

Signs may be suspended from the ceiling in Perimeter and Island Booths as specified above. The hanging of signs must be done by the Official Contractor and the exhibitor is responsible for all expenses.

Note: If your product(s) or display material exceeds 8-Ft. in height, you must be assigned to an island or perimeter booth. If space in either of these two areas is not available, your exhibit material must be adjusted to 8-Ft. in height and placed in the back one-half of the in-line booth(s).

20. INDEMNIFICATION. The Exhibitor agrees to indemnify HBA of Greenville, and its officers, directors, and employees and hold them and each of them harmless from and against any and all claims arising out of the acts of the Exhibitor, its agents, representatives and employees, and all contractors, erectors, delivery persons, suppliers and persons furnishing services, delivery, work or materials at the instance of the Exhibitor.

21. INSURANCE. Management carries no insurance on Exhibitor's property, and will not be liable for loss or damage by any cause.

22. LIABILITY. Neither the HBA, the employees of the HBA, the City of Greenville, the owners of the Carolina First Center, their representatives, nor the management and staff of the Southern Home & Garden Show will be responsible for any injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees or property from any cause whatsoever, before, during, or after the period of this contract. On signing of the Application For Space, the exhibitor releases the foregoing parties from all such claims for loss.

23. MANAGEMENT CONTROL. Show Management reserves the right to determine the eligibility of any company or product for inclusion in this Show. Management reserves the right to prohibit the entrance of and to remove from Carolina First Center premises, any person or thing, whose presence is detrimental to the interest of the Show. Upon the refusal of an exhibitor to comply with any of the Rules and Regulations, Management reserves the right to cancel the exhibitor's lease and remove the exhibit at the exhibitor's expense. Management will retain all monies previously paid for leasing exhibit space as liquidated damages, and reserves the right to prohibit participation in future shows.

24. MANAGEMENT OFFICE. The HBA of Greenville will maintain an office in Hall 1 during the entire show period.

25. MUSIC. The playing of music (live, recorded, radio, or otherwise) is prohibited on the exhibit floor, due to the current licensing requirements of the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), and the Society of Stage, Authors and Composers (SESAC). Exhibitors must present a current copy of their music license in order to play music from their booths.

26. NOISE LEVEL. Sound effects or speakers used to convey a message must be kept in the range of normal conversation, and in no way be permitted to annoy adjoining

exhibitors or attract persons walking the aisles.

Exhibitors must police their own booths to be sure the noise levels from demonstrations or sound systems is kept to a minimum and does not interfere with others. Show Management reserves the right to determine at what point sound constitutes interference with others and must be discontinued.

27. PAYMENT SCHEDULE.

1ST PAYMENT FOR SPACE: A security deposit of \$350.00 per booth is required with the Application For Space.

2ND & FINAL PAYMENT FOR SPACE: The remaining balance of the total space rental amount is due on or before January 22, 2010. Final payments not made on or before January 22, 2010 will forfeit any "Early Bird" discount rate and the "Standard" space rental rate or "Assessment Fee" will be applied following the appropriate deadlines.

28. PARKING. Carolina First Center charges \$5.00 per vehicle per entry for parking one hour prior to Show opening and during Show hours.

Show Management has leased the parking lot on Watson Road to provide complimentary parking to exhibitors March 5-7. Complimentary parking for exhibitors is limited to this one lot, and is on a first-come, first-served basis. Exhibitors will receive two (2) complimentary parking passes for each 10 x 10 booth leased.

Exhibitors may purchase a \$15.00 Event Parking Pass from the Carolina First Center which allows unlimited access to available parking in all of the lots for the duration of the show.

29. PRIZE DRAWING PROCEDURES. All prize drawings must be submitted to Show Management on the Prize Drawing Registration Form included in the Exhibitor's Service Kit. Prize drawings are optional, however, if you choose to give a prize away during the Show the following rules apply: (a) A prize must be given away. (b) A sign must be displayed in your booth including: ■ What is being given away. ■ Where it will be awarded. ■ When it will be awarded. ■ No fee may be charged for entry.

30. PUBLIC AREAS. The aisles, lobbies, entrances, passageways and overhead spaces shall remain under the control of Show Management. No signs, decorations, banners or advertising material will be allowed in these areas without the consent of Show Management. Exhibits must not protrude into aisles, and all exposed walls must be covered. Exhibitors must restrict their activities to within the boundaries of their leased exhibit space.

Distribution of promotional materials must be made from within the Exhibitor's assigned space, and must directly relate to their product. Firms not assigned space are not permitted to advertise or solicit business within the Show or on the premises.

31. REFUND POLICY. Security deposits on contracted space are not refundable should the exhibitor cancel the contract for any reason, or does not meet the designated payment schedule.

32. SECURITY. Management will employ competent and reputable guards during the course of the Show but assumes no responsibility for loss or damage from any cause. This is a public show and you are responsible for safeguarding your property.

33. SIGNS. A professional sign shop must make all signs used by exhibitors. Show Management will ask exhibitors to remove any signs which look amateurish and detract from the dignity and refinement of the Show.

34. SOUTH CAROLINA SALES TAX & RETAIL LICENSE. Exhibitors selling tangible personal property are required to register with the State of South Carolina Department of Revenue for the purpose of reporting and paying sales tax at the rate of 6%.

The following requirements regarding retail licenses have been provided by the Revenue Officer for the Greenville District of the S.C. Department of Revenue: SC Code Section 12-36-510(A)(3) states "Every retailer operating a transient or temporary business within the state shall obtain a retail license and pay a license tax of \$50.00 at the time of application. This license may be used only for one location at a time."

Code Section 12-36-510(A)(2) provides for a \$20.00 license for artists and craftsmen. "Every artist or craftsman selling at arts and crafts shows and festivals, products they have created or assembled, shall obtain a retail license and pay a license tax of \$20.00 at the time of application. This license may be used for one location at a time."

The only one exception to these licensing requirements is for sellers at a "special event", defined as a promotional show, trade show, fair, or carnival for which an admissions fee is required of the general public for entering the event. The event must be operated for less than twelve (12) consecutive days. Sellers must file a "special event sales tax return", but are not required to obtain a license. This may be used for only one special event and the return must be filed together with the tax due within five (5) days of the completion of the event, however the department may require payment on demand. Revenue Procedure #91-1 defines "one-time basis" for the purpose of being eligible to file the special events return in lieu of obtaining a retail license. The department "will consider the seller's activity in the State during the previous twelve (12) months and the intended activity during the twelve (12) months following the proposed special event. Any activity, or intended activity, in the State during this twenty-four (24) month period will require the retailer to obtain a license."

Please contact the South Carolina Department of Revenue (864) 241-1200 for information regarding sales tax rates, forms and instructions.

35. STICKERS. Exhibitors may not distribute or use adhesive-backed or stick-on decals or similar items.

36. SUB-LEASING OF SPACE. Exhibitors may not assign or sublet any space assigned to them, and may not advertise or display goods or services other than those sold by them in the regular course of their everyday business.

37. TELEPHONES & PAGING. There are no pay phones available at the Carolina First Center. Minimal courtesy phones are available in certain locations. Exhibitors are encouraged to have personal cellular phones at their disposal. Please refrain from asking to use the telephone located in the Show Management office or the paging system in the facility. Both are restricted to Show Management for business and emergencies only.