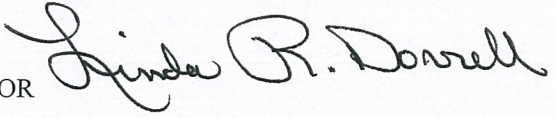

TULSA COUNTY

**PURCHASING
DEPARTMENT**

MEMO

DATE: OCTOBER 21, 2015

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: EXHIBITOR SPACE AGREEMENT-HOME BUILDERS ASSOCIATION OF
GREATER TULSA, INC.

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED EXHIBITOR SPACE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE TULSA COUNTY TREASURER'S OFFICE AND HOME BUILDERS ASSOCIATION OF GREATER TULSA, INC. FOR THE 2016 GREATER TULSA HOME AND GARDEN SHOW HELD MARCH 10-13, 2016.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE OCTOBER 26, 2015 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
DENNIS SEMLER, TREASURER
MICHAEL WILLIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY



Greater Tulsa Home & Garden Show
 March 10-13, 2016
 River Spirit Expo at Expo Square

2016

EXHIBIT SPACE CONTRACT

I. APPLICATION INFORMATION: (Please type or print clearly. Application must be signed in Section I.)

Company: BOCC on behalf of Tulsa County Treasurer

Address: 500 S. Denver Ave.

City, State, Zip: Tulsa, OK 74103

Phone: 918-596-5059 Fax: 918-596-5029

Email: smckerrell@tulsacounty.org Website: _____

Pre-Show Contact: Summer McKerrell

On-Site Contact: _____ Phone: _____

Company Contact: _____ Phone: _____

_____ Phone: _____

_____ Phone: _____

_____ Phone: _____

SIGNATURE: _____

II. BOOTH COST: *Please Note – if paying by check or cash, there will be a 3% discount.

2016 Exhibitor Booth Rates – Tulsa HBA Member

10x10 Aisle Booth	\$665
10x10 Corner Booth	\$740
10x15 Booth	\$951
10x20 Booth	\$1175

225+ square feet qualifies for bulk rate = \$5.65 a sq. ft.

2016 Exhibitor Booth Rates – Non Member

10x10 Aisle Booth	\$925
10x10 Corner Booth	\$1000
10x15 Booth	\$1355.10
10x20 Booth	\$1675

225+ square feet qualifies for bulk rate = \$7.90 a sq. ft.

III. BOOTH SPACE SELECTION: This is the booth you have, not the booth you want. If you don't know your booth number, please look at the floor plan on TULSAHBA.com. If you have more than three booths, please list them below the boxes.

Booth Number 3798	Booth Number	Booth Number
--------------------------	--------------	--------------

Total Cost: \$925
If paying by check: \$897.25

IV. DIGITAL BOOTH SELECTION: As you may have noticed, things are a little different this year. Everything will be done electronically or online. You can look at the floor plan anytime by going to tulsahba.com. The floor plan is interactive and there are many options that your company can do to enhance your booth presence before the Show even opens. Things include YouTube videos, product highlights, social media, and so much more. Please select from one of the options below.

- Standard Digital Booth** – Included in booth
 Included in booth price. Includes: business card on floor plan, company profile and one company contact listed.
- Silver Digital Booth - \$100**
 Includes business card on online floor plan with website, company profile, and logo. Upload a YouTube embedded video. Include up to two company contacts with photos and highlight up to two products with photos. Also included: a company 'find us on Facebook' button, company Facebook 'share' button, company 'Follow us on Twitter' button, and a company LinkedIn profile.

Gold Digital Booth - \$200

Includes business card on online floor plan with website, company profile, and logo. To make your booth stand apart from the others on the floor plan, you can add your company logo to your booth and add a unique booth wallpaper. Upload a company brochure and YouTube embedded video. Include up to four company contact with photos and highlight up to five products with photos. Also included: a company 'find us on Facebook' button, company Facebook 'share' button, company 'Follow us on Twitter' button, and a company LinkedIn profile.

V. PRODUCT/SERVICE DESCRIPTION (30 words maximum) Please list any other organizations and ALL products/services that will be represented in your booth. If something is found in your booth that is not on this list, you may be asked to remove the item. If you do not comply, your company will not be able to exhibit the following year and will forfeit seniority in the show. When listing multiple products/services, please separate them by a comma:

VI. EXHIBITOR WRIST BANDS: 100sq/ft = 4 150 sq/ft=5 200 sq/ft=6 225 sq/ft and over =12
BANDS WITH BOOTH: _____ ADDITIONAL BANDS NEEDED (Cost \$5): _____ TOTAL BANDS: _____

Exhibitors without wrist band must pay admission. Extra bands are \$5, no exceptions. This includes one band for each day.

VII. ELECTRIC: Regular 120 duplex plug-ins will be provided within 25 feet of all booths free of charge, but vendors are required to furnish their own extension cords to reach the receptacle. If you need more than 120 volt electric, please make your selection below. If you do not have any additional electric needs, disregard this section.

- Yes, I will need access to my electrical outlet.
- If a 240 volt Ground Fault Interrupter (GFI) is to be furnished by the Show Management, an additional charge of \$210 will be applied.
- If a 120 volt Ground Fault Interrupter (GFI) is to be furnished by the Show Management, and additional charge of \$60 will be applied.
- 240 volt outlets for spas, hot tubs, pools, air conditioning units, etc.

VIII. ADDITIONAL QUESTIONS:

- I will be using a microphone for demonstrations (check one): Yes No
- I will have food or beverage samples in my booth (check one): Yes No

VIII. COMPANY PROFILE: _____

X. PRODUCT/SERVICE CATEGORY: Please select up to two items below that represent your company. The categories you select will be the categories you are listed under in the PRINTED SHOW GUIDE AND WHAT ATTENDEES WILL SEE WHEN THEY CLICK ON YOUR BOOTH ON THE FLOOR PLAN. This is different from the products and services you mentioned on page one. DO NOT SELECT MORE THAN TWO.

OPTION 1: _____ OPTION 2: _____

- | | | |
|------------------------------------|----------------------------------|--------------------------------|
| Advertising | Bathroom Design & Fixtures | Cleaning Products |
| Air Duct Cleaning | Beds & Bedding | Clocks - Sales & Service |
| Air Quality Systems | Builder-Homes | Concrete - Decorative |
| Antique Restorations | Building Materials/Supplies | Concrete - Forms & Foundations |
| Appliances - Sales & Service | Buildings - Metal & Portable | Concrete - Repair |
| Architects & Planning | Cabinets & Cabinet Supplies | Cookware |
| Art | Carpet Cleaning | Countertops |
| Audio/Visual - Products & Services | Chamber of Commerce/Municipality | Debris Removal |
| Awnings | Child Safety Products | Decks - Design/Build |
| Barbeque - Equipment & Supplies | Chimney - Cleaning & Repair | Developments |

Do-It-Yourself (DIY)
 Doors
 Drainage Systems
 Drywall – Contractors
 Duct Coating
 Educational Products & Services
 Electrical - Contractors & Supplies
 Electronics
 Elevators/Stair Lifts
 Environmental Consulting
 Fence Materials/Contractors/Consultants
 Financial Services
 Fireplace - Contractors/Accessories
 Flagpoles & Flags
 Floor Coverings - Sales & Installation
 Food & Beverage
 Foundation Repair
 Furniture
 Garage Doors & Accessories
 Gardening Products
 Generator
 Gifts
 Glass - Stained/Beveled/Mirrors
 Granite
 Green/Environmentally Friendly Products
 Guttering & Downspouts
 Hardware
 Health & Beauty
 Heating & Air Conditioning Contractors
 Home Automation Control Systems
 Home Décor
 Home Fragrance
 Home Parties
 Home Theaters
 Hot Tubs/Spas
 Housewares

Inspections - Residential
 Insulation
 Insurance
 Interior Design
 Jewelry Products
 Kitchen Fixtures - Design & Products
 Ladders
 Landscaping - Products & Design
 Lawn & Garden Equipment
 Lawn Maintenance
 Lighting Fixtures & Specialties
 Lumber & Building Materials
 Massagers
 Media
 Metal Working
 Moving
 Mowers
 Music Products
 Ornamental Copper/Iron
 Outdoor Furniture & Accessories
 Outdoor Kitchens
 Paint - Contractors/Supplies
 Patio Rooms
 Pest Control
 Pet Supplies & Service
 Photography
 Plants & Flowers
 Playground Equipment
 Plumbing
 Pool Tables
 Publications/Publishing
 Real Estate
 Remodeler
 Restoration - Fire & Water Damage
 Retaining Walls
 Roofing Contractors & Suppliers

Rugs
 Saunas
 Screens
 Security Products & Services
 Septic Systems
 Sewing Products
 Siding
 Signs & Banners
 Skylights
 Sod
 Spices
 Sprinkler & Irrigation Systems
 Stairs/Railing System
 Steel Fabrication
 Stone/Marble
 Storage Systems
 Storm Safe Rooms
 Sunrooms
 Swimming Pools
 Tile
 Tools
 Tractors - Equipment & Services
 Trees & Tree Care
 Upholstery
 Utility Companies/Contractors
 Vacuum Systems
 Water Garden – Design & Construction
 Water Garden - Supplies & Materials
 Water Purifiers & Conditioners
 Window Coverings & Accessories
 Windows
 Wood Refinishing/Restoration
 Yard Art

X. PAYMENT INFORMATION: 34% of full payment for exhibit space is DUE with this application. 100% of full payment must be received no later than January 15, 2016. After January 15, full payment required.

Will send check

Visa MasterCard Discover

Name on Card: _____

Billing Address: _____

Card Number: _____

Expiration Date: ___ / ___ / ___ Security Code: _____ Amount: \$ _____

Signature: _____ Date: _____

XI. ACCEPTANCE OF CONTRACT:

By signing the below the named Exhibitor and the Home Builders Association of Greater Tulsa Inc. agree to be bound to the Contract including the definitions, terms and conditions on the reverse side hereof and Rules and Regulations as stated in the 2016 Exhibitor Handbook and agree that this document is a binding contract. I agree to send a proof of insurance to the HBA before the start of the Show. By signing below you agree that you have read the terms and conditions set forth for the Greater Tulsa Home & Garden Show.

Exhibitor Signature: _____ Date: _____

HBA Signature: *Jennifer King*

10-13-15

RETURN TO: Tulsa HBA
 11545 E. 43rd St., Tulsa, OK 74146
 Phone: 918-663-5820 | Fax: 918-628-0493
jking@tulsahba.com

Matthew M.
 APPROVED AS TO FORM
 ASSISTANT DISTRICT ATTORNEY

CONTRACT TERMS AND CONDITIONS

DEFINITIONS: For purposes of this Contract for Exhibit Space, the following terms shall have the following meanings: "Contract" means this Contract for Exhibit Space; "HBA" means the Home Builders Association of Greater Tulsa, Inc., an Oklahoma not-for-profit corporation; "Exhibitor" means the entity identified in Section 1 on the front side of this Contract; "Show" means the 2016 Greater Tulsa Home & Garden Show; "River Spirit Expo" means the location of the Show, which address is 4125 E. 21st Street, Tulsa, Oklahoma.

PAYMENT INFORMATION: Booth rental must be paid in full by January 15, 2016. HBA reserves the right to resell any booth(s) after January 15 that is not paid in full. There will be a \$50 charge on all insufficient checks. To receive member pricing the organization must be a member by February 5, 2016 and the organization listed on contract must be the HBA member of record.

EXHIBITOR HANDBOOK: By signing the Contract, Exhibitor agrees to comply with the 2016 Exhibitor Handbook. The terms, conditions and provisions of the 2016 Exhibitor Handbook are hereby incorporated into this Contract by reference as if set forth fully herein.

MOVE IN/MOVE OUT: Exhibitor is responsible for installing its own exhibits. Exhibitor may begin moving displays into its booth at Noon, Tuesday, March 8, 2016. **All moving vehicles must be out of the building by Noon, Thursday, March 10, 2016. No exhibits can be removed before the Show ends at 5 p.m., Sunday, March 13, 2016. If Exhibitor removes any portion of its exhibit or move out prior to this time, then Exhibitor will NOT be allowed back into the Show in future years and Exhibitor shall pay liquidated damages to HBA in the amount of \$500.00 because the actual damages suffered by HBA are difficult or impossible to estimate accurately.** All exhibits must be out of the building by Noon, Monday, March 14, 2016. Any exhibit not removed by this deadline, will be removed by River Spirit Expo personnel to a trash receptacle and Exhibitor will be charged for such removal. By signing this Contract, Exhibitor agrees to be financially responsible for any such charges, ~~and to indemnify and hold the HBA harmless from such charges.~~ JK

BOOTHS: Booth partitions will be provided by HBA without charge. Raw wood or cardboard wings must be painted or appropriately covered if visible from any other booth. Appropriateness of such covering shall be in the sole discretion of HBA. Exhibitor shall comply with all booth rules contained in the Exhibitor Manual.

OFFICIAL DECORATOR: The official decorator is Midwest Decorating, 1510 S. Memorial, Tulsa, OK, 918-584-0988.

SUBLETTING: Exhibitor may not sublet or assign booth space to any third party without the prior express consent of HBA, which consent may be withheld for any reason. Two or more businesses may be able to exhibit in a single booth only if special arrangements are made with HBA in advance of February 26, 2016. **Every company must complete a contract and be approved by HBA.**

USE OF BOOTH AREA: Booth rental is restricted to only the allotted space. If you have an additional business going on in your booth, to help draw crowds, then this must be in your allotted booth space, **not** in the aisles. No solicitation or activity can be done outside your physical booth space. No soliciting, literature or costumed characters are allowed outside Exhibitor's booth area.

CONDUCT: HBA reserves the right to stop or remove from the Show any exhibitor, or their representative(s) performing an act or practice which, in the opinion of HBA, is objectionable or detracts from the dignity of the Show.

COMPLIANCE: Exhibitor's right to occupy its booth as contemplated by this Contract is conditioned upon strict compliance with the terms and conditions of this Contract, including, without limitation any additional manuals or rules provided to Exhibitor by HBA with regard to the Show, which manuals and rules are hereby incorporated into and made a part of this Contract. HBA reserves the right to reject, eject or prohibit any exhibit, in whole or part, or any exhibitor or their representatives, with or without given cause. If cause is not given, liability shall not exceed the return to Exhibitor of the amount of rental unused at the time of ejection. If an exhibit or exhibitor is ejected for failure or refusal to comply with these rules or for any other stated reason, no returns of rental shall be made.

DEPOSIT REFUNDS: If Exhibitor desires not to participate in the Show, Exhibitor shall be entitled to a full refund of monies to HBA, so long as Exhibitor gives HBA written notice of its intention no later than January 7, 2016. If Exhibitor's notice not to participate is given to HBA between January 8, 2016 to February 4, 2016, Exhibitor may be entitled to a 50% refund of monies paid to HBA. If notice is not provided to HBA until after February 5, 2016, Exhibitor shall not be entitled to any refund. Any refunds allowed for in this Contract are conditioned upon Exhibitor not being in default of any element of this Contract.

UNOCCUPIED SPACE: If Exhibitor fails to occupy its booth by 11 a.m., March 9, 2016 or fails to comply in any other respect with the terms of this Contract, HBA shall have the right to use such booth in any manner without releasing Exhibitor from paying the sums agreed upon in this Contract.

BOOTH FIRE SAFETY: Exhibitor shall comply with any and all fire code laws and regulations applicable to Exhibitor's booth. ~~Exhibitor shall indemnify and hold HBA harmless from and against any and all fines, penalties or liability arising, directly or indirectly, out of any violation of applicable fire codes in or around Exhibitor's booth.~~ JK

For this reason, nonflammable materials are recommended for Exhibitor's use. Fire exits are located at each side of the building and are noted on the official floor plan.

SECURITY: HBA will maintain security during the Show. However, HBA will not be responsible for any theft, and ~~Exhibitor agrees to hold HBA harmless from any such loss.~~ JK

Further, Exhibitor recognizes that the security personnel are independent contractors and not employees of HBA. ~~Accordingly, Exhibitor agrees to hold HBA harmless for any loss, damage or injury which may be caused by security personnel.~~ JK

DAMAGE TO RIVER SPIRIT EXPO: Exhibitor shall be liable for any damage caused to River Spirit Expo floors, walls or columns, or to standard booth equipment, or to the property of any third party. Exhibitor shall not apply paint, lacquer, adhesive or any other coating, tape or tacking strips to River Spirit Expo floors and columns or to standard booth equipment. ~~Exhibitor shall indemnify and hold HBA harmless from any and all liability which HBA may incur as a result of Exhibitor's failure or refusal to comply with this section.~~ JK

LIABILITY AND INSURANCE: ~~Exhibitor's booth is leased conditioned upon Exhibitor holding HBA and TCPFA, and their respective directors, officers, employees or agents harmless from any or all liabilities from any cause. HBA, and likewise TCPFA shall not be responsible for any loss, damage or injury that may occur to Exhibitor, its employees or property from any cause whatsoever prior, during or subsequent to the period covered by this Contract. Exhibitor expressly releases HBA and TCPFA and their respective directors, officers, employees and agents and agrees to indemnify same against any and all claims for such loss, damage or injury. If any action by the Exhibitor before, during or after the Show causes legal action against HBA or TCPFA, Exhibitor shall be responsible for any and all legal cost to HBA or TCPFA, including, without limitation, a reasonable attorney fee.~~ JK

EXHIBITORS ARE RESPONSIBLE FOR THEIR OWN INSURANCE TO COVER ALL CONTINGENCIES, INCLUDING BUT NOT LIMITED TO FIRE, THEFT, PROPERTY, DAMAGE, PUBLIC AND PRIVATE LIABILITIES, AND WORKERS COMPENSATION.

FORCE MAJEURE. HBA shall not be responsible for delays or failures if such delays or failures arise out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of public enemy, fires, floods, epidemics, riots, terrorism, quarantine restrictions, strikes, freight embargos, earthquakes, electrical outages, computer or communications failures, severe weather, and acts or omissions of third parties. In the event that Exhibitor is unable to occupy its exhibit space as provided for in this Contract due to the causes described in this paragraph, then this Contract shall terminate, and Exhibitor shall waive any claim for damages or compensation, except the prorated return of booth rental.

AMENDMENTS: This Contract, together with the Exhibitor Manual and other rules provided to Exhibitor by HBA, compose the entire agreement between the parties. This Contract cannot be amended by either party except by written consent of both parties, except in instances of emergency or public safety, in which event this Contract shall be deemed amended upon Exhibitor's receipt of notice of such amendment from HBA.