

Home Products Show™

Rules and Regulations



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Table of Contents

I.	Definitions	1
II.	Eligibility	1
III.	Exhibit fees.....	2
IV.	Notice of Show	2
	Priority notice	
	Regular notice	
	Additional notices	
V.	Exhibitor charges.....	3
	Booth fees	
	Service order charges	
	Early-bird discounts	
	Payment for space/forfeiture	
VI.	Booth assignment	3
	Booth preference	
	Booth assignment	
VII.	Waiting list	3
VIII.	Exhibitor requirements.....	4
	Building rules and municipal ordinances	
	Sharing of exhibit space	
	Staffing the exhibit	
	Booth display requirements	
	Booth takedown	
	Insurance/Exhibitor responsibility	
	Photography/videotaping of exhibit	
IX.	Sales guidelines.....	7
X.	Cancellations/Failure to occupy space.....	8
	Exhibitor cancellations	
	Failure to occupy space	
	Show cancellation	
XI.	Home Products Show Committee.....	9
	Definition	
	Committee make-up	
XII.	Disputes.....	9
	Process	
	Additional rules/penalties	

Madison Area Builders Association

Home Products Show™

Rules and Regulations

1 In addition to these rules and regulations, all exhibitors are subject to the rules of the
2 Alliant Energy Center and any other rules and regulations established and noticed to
3 exhibitors.

4 5 **I. Definitions**

6
7 The Home Products Show is the Madison Area Builders Association's annual showcase
8 of new home products and services, providing the public with an opportunity to view new
9 trends in home design, furnishings, and products. The Show also provides an
10 opportunity for increased name recognition for its participants plus furnishes the
11 Association with income for its activities and services.

12
13 The Home Products Show (hereinafter referred to as "Show") is a trade show
14 sponsored by the Madison Area Builders Association (hereinafter referred to as
15 "MABA"). Sales or orders for sales may take place during the Show. (See Item IX. for
16 details regarding sales at the Show.)

17
18 Exhibitors contract for exhibit space with MABA per the terms of a written Home
19 Products Show contract (hereinafter referred to as "Show contract"), which shall
20 incorporate, by reference, these rules and regulations.

21 22 **II. Eligibility**

23
24 A. Members and nonmembers of MABA may apply for exhibit space in the Show by
25 submitting a completed Show contract plus any other required items. Applications
26 will not be processed unless all required items have been submitted.

27
28 B. Show exhibitors are limited to those which provide, as a normal part of their
29 business, products and services related to home building, decorating, furnishing,
30 landscaping or that in the opinion of the Home Products Show Committee are
31 related to home building or home remodeling. Applicant exhibitors must
32 specifically define products and services to be exhibited at the Show in the Show
33 contract. Products or services of a personal or private nature, i.e., massage
34 equipment, jewelry, etc., are strictly prohibited. The Home Products Show
35 Committee is authorized to determine the eligibility of applicants.

36
37 C. To be eligible for participation, all exhibitors must be free of outstanding debts to
38 the Madison Area Builders Association: (1) when a contract for exhibit space in the
39 Show is submitted to the MABA; (2) at the time of final payment for booth rental;
40 (3) five business days prior to the set-up date for the Show.

42 **III. Exhibit fees**

43

44 A. Applicable exhibit fees for MABA members and for those who are not MABA
45 members will be specified in the Show contract.

46

47 B. The "member fee" listed in the Show contract is applicable to exhibitors who are
48 members in good standing of the Madison Area Builders Association as of the
49 January 31st immediately preceding the Show.

50

51 An exhibitor whose membership anniversary month precedes the month in which
52 the Show occurs must renew membership and pay all dues owed prior to the setup
53 dates for the Show. Such exhibitors failing to renew their membership shall be
54 invoiced for nonmember exhibitor fees less fees previously paid and shall be
55 subject to the provisions of section V. paragraph D. of these rules and regulations.

56

57 A non-member exhibitor who applies for membership but is not a member as of the
58 January 31st immediately prior to the Show must pay the non-member price. If,
59 however, a membership application is approved through MABA's normal application
60 process and time frame *after* January 31st but *prior* to the Show, MABA will refund
61 the difference between the member and non-member price not later than sixty
62 days following the close of the Show.

63

64 **IV. Notice of Show**

65

66 A. **Priority notice:** On a date to be determined by the Home Products Show
67 Committee, MABA will mail a "priority notice" of the upcoming Show to each of the
68 exhibitors who participated in the previous Show. The priority notice will not be
69 mailed to any exhibitor who is not eligible to participate in the upcoming Show due
70 to suspension or loss of priority as defined elsewhere in these Rules and
71 Regulations. The priority notice will include a deadline by which a Show contract and
72 other required items must be returned to MABA in order to be given priority
73 consideration for booth assignment over those who were not participants in the
74 previous Show. The mailing will include a Show contract, a copy of the Home
75 Products Show Rules and Regulations, and other materials determined necessary by
76 MABA.

77

78 B. **Regular notice:** On a date to be determined by the Home Products Show
79 Committee, not earlier than the date of the priority mailing, notice of an upcoming
80 Show will be noticed to: a) all MABA members; b) all other companies/persons who
81 have inquired about the upcoming Show but did not exhibit in the previous Show.

82

83 C. **Additional notices:** After mailing the priority notice and the regular notice, as
84 defined above, MABA staff will provide Show contracts/rules and regulations to
85 companies/persons who inquire about participation. Notices of the Show may also
86 be distributed through other media.

87 **V. Exhibitor charges**
88

- 89 A. **Booth fees:** Payment of the booth fee noted on the Show contract includes only
90 the fee to be paid to MABA for rental of exhibit space.
91
- 92 B. **Service order charges:** Exhibitors must make requests for and pay for service
93 orders (electricity, tables, chairs, etc.) directly to the Alliant Energy Center.
94 Separate, additional charges for service orders are set by and handled by the
95 Alliant Energy Center.
96
- 97 C. **Early-bird discounts:** The Show contract may list a discounted fee for early
98 application. Early-bird discounts are available per the dates listed on the Show
99 contract.
100
- 101 D. **Payment for space/forfeiture:** Exhibitors will be allowed to set up for the Show
102 only if the final Show contract payment and other required items noticed to
103 exhibitors, including but not limited to a certificate of insurance (see item VIII.F.),
104 have been delivered to MABA. If these items have not been delivered, the
105 exhibitor forfeits the space. This space may be re-rented or used by MABA as it
106 sees fit, without refund, unless arrangements for delayed occupancy have been
107 approved by MABA. In all cases the exhibitor shall remain liable for any unpaid
108 fees.
109

110 **VI. Booth assignment**
111

- 112 A. **Booth preference:** The Show contract will include an opportunity for exhibitors to
113 express preference for booth configuration and may specify the maximum number
114 of booths available per exhibitor. The Home Products Show Committee will make
115 every effort to honor exhibitors' booth preference but does not guarantee
116 requests.
117
- 118 B. **Booth assignment:** The Home Products Show Committee is responsible for booth
119 assignment. The Committee will not act upon a request for exhibit space unless all
120 required components are submitted.
121

122 **VII. Waiting list**
123

124 After all exhibit space has been assigned, MABA shall maintain a waiting list of
125 eligible applicant exhibitors. As necessary, MABA will attempt to contact the
126 persons on the waiting list in the order in which their requests were received by
127 MABA to offer exhibit space which opens due to cancellation, nonpayment, or
128 failure to occupy space. If such cancellation occurs 30 days or more before the
129 opening date of the Show, authorized MABA staff will contact persons on the
130 waiting list in the order in which they appear. If they are unable to reach them by
131 phone after three attempts, staff will contact the next person on the list. After

132 such contact, the applicant shall have 48 hours to accept the space or be removed
133 from the waiting list. If such cancellation occurs less than 30 days before the
134 opening date of the Show, authorized MABA staff will contact persons on the
135 waiting list in the order in which they appear. If they are unable to reach them by
136 phone after three attempts, staff will contact the next person on the list.
137 Applicants must agree to accept the space during the phone contact or be removed
138 from the waiting list.

139
140 **VIII. Exhibitor requirements**

141
142 **A. Building rules and municipal ordinances:** Exhibitors agree to obey all the rules of
143 the Alliant Energy Center which are in effect at the time of the Show, and to abide
144 by all city, county, and federal rules and regulations to which the Show is subject.
145 Special attention is called to the rule that booths located by the wall must have a
146 one-foot space between the wall and booth curtain. Displays cannot be pushed
147 against the walls, nor can boxes or other materials be stored in the space.

148
149 The Show Chairperson/Vice Chair will issue a verbal warning to any exhibitor in
150 violation of building rules and governmental ordinances. Should the exhibitor take
151 no action regarding the warning, a second verbal warning shall be issued. Continued
152 violation after a second verbal warning shall result in expulsion from the Show in
153 progress, without refund, and suspension from participation in the next Show. In
154 addition, the exhibitor shall be eligible for re-application after suspension only
155 after the priority notice deadline. Exhibitors expelled from the Show shall have
156 their exhibits screened from display, with the cost of such screening charged to
157 the exhibitors. Expelled exhibits shall not be removed during Show hours.

158
159 **B. Sharing of exhibit space:** No exhibitor shall sublease or share exhibit space with
160 others without prior written permission from MABA. All exhibitors must comply
161 with the terms of the Show contract, the MABA Home Products Show Rules and
162 Regulations, and all other applicable rules and regulations.

163
164 The Show Chairperson/Vice Chair/MABA staff will issue a verbal warning to any
165 exhibitor in violation of this regulation. Should the exhibitor take no action
166 regarding the warning, a second verbal warning shall be issued. Continued violation
167 after a second verbal warning shall result in expulsion from the Show in progress,
168 without refund, and suspension from participation in the next Show. In addition,
169 the exhibitor shall be eligible for re-application after suspension only after the
170 priority notice deadline.

171
172 Exhibitors expelled from the Show shall have their exhibits screened from display,
173 with the cost of such screening charged to the exhibitors. Expelled exhibits shall
174 not be removed during Show hours.

175

176 C. **Staffing the exhibit:** By signing a Show contract, exhibitors agree to staff
177 exhibits during all hours the Show is open. Any exhibitor that does not comply with
178 this request shall be suspended from participation in the following Show and shall
179 be eligible for re-application after suspension only after the priority notice
180 deadline. Unstaffed booths will be screened from display with the cost of such
181 screening to be charged to the exhibitor.

182
183 D. **Booth display requirements**

- 184 1. Displays must remain within the confines of the booth;
- 185
- 186 2. Exhibitors may distribute literature regarding their products only from inside
187 their booth;
- 188
- 189 3. MABA reserves the right to control the usage and volume of any sound device or
190 instrument;
- 191
- 192 4. Exhibitors, their employees, subleasees, agents, or assigns will not engage in any
193 conduct, physical or otherwise, that might damage or be detrimental in any way
194 to the Show or to the MABA;
- 195
- 196 5. Signs may not be hand lettered or drawn. Exhibitors provide their own booth
197 signage and decoration at their expense. Exhibitors agree to immediately
198 remove any sign which MABA considers inappropriate; if the exhibitor fails to
199 do so, MABA may remove or have the sign removed, and the exhibitor agrees to
200 pay all expenses in connection to the removal.
- 201
- 202 6. All exhibitors may decorate booths as desired except that MABA reserves the
203 right to have changed or removed any installation deemed to be detrimental to
204 the best interest of the Show or the MABA. Changes requested may include but
205 are not limited to requiring additional screening/curtaining to be added at the
206 exhibitors' expense. Exhibitors shall make every effort to decorate booths in a
207 tasteful and aesthetically pleasing manner as determined by the Home Products
208 Show Committee.
- 209
- 210 7. Exhibitors may not serve food nor distribute novelties to show attendees unless
211 approved in advance by both MABA and the management of the Alliant Energy
212 Center and its food service vendor.
- 213

214 Any exhibitor in violation of these guidelines will receive a verbal warning from
215 the Show Chairperson, Vice Chair or MABA staff. Should the exhibitor not
216 comply with the guidelines after the first warning, a second verbal warning shall
217 be issued. Continued violation after a second verbal warning will result in
218 suspension from participation in the next Show. In addition, the exhibitor shall
219 be eligible for re-application after suspension only after the priority notice

220 deadline. If, in the judgment of the Home Products Show Committee, the
221 violation is judged to be severe, in addition to the penalties noted above, the
222 exhibitor will be expelled from the Show in progress without refund.

223
224 Exhibitors expelled from the show shall have their exhibits screened from
225 display, with the cost of such screening charged to the exhibitors. Expelled
226 exhibits shall not be removed during Show hours.

227
228 E. **Booth takedown:** All booth displays must remain completely set up until the set
229 closing time of the Show.

230
231 Any exhibitor in violation of this guideline will receive a verbal warning from the
232 Show Chairperson, Vice Chair, Committee person, or MABA staff. Should the
233 exhibitor not comply with the guideline after the warning, the exhibitor shall be
234 excluded from the priority mailing for the next Show. Continued violation will result
235 in suspension from participation in the next Show. In addition, the exhibitor shall
236 be eligible for re-application after suspension only after the priority notice
237 deadline.

238
239 Exhibitors must remove all exhibits and materials related to the exhibit by the set
240 deadline. Any exhibitor whose exhibit or related materials or portion of the exhibit
241 or related materials are not completely removed by the deadline will be assessed a
242 penalty as determined by the Home Products Show Committee. In addition, at the
243 exhibitor's expense, MABA may remove or have removed and store any exhibit
244 and/or its related materials remaining after the deadline. In the event of removal
245 and/or storage of the exhibit/materials by MABA, the exhibitor agrees to
246 indemnify and hold harmless the MABA, its employees, agents, or assigns, against
247 any and all claims of any person whatsoever, arising out of acts or omissions of
248 MABA, its employees, agents, or assigns.

249
250 F. **Insurance/Exhibitor responsibility:** Together with a contract requesting
251 participation in the Show, each exhibitor, at the exhibitor's expense, must submit
252 to the MABA a Certificate of Insurance indicating that bodily injury liability
253 coverage with minimum limits of \$500,000 and \$500,000 property damage or a
254 combined single limit of \$500,000 is in force during the ingress, egress, and show
255 dates. Each exhibitor must add MABA as an "additional insured" to his/her policy.
256 Contracts will not be processed without the required insurance certificate. In the
257 event that the insurance certificate submitted expires prior to the Show dates,
258 and if an exhibitor has not provided MABA with the required insurance certificate
259 prior to the Show set up time, the exhibitor forfeits the space. This space may be
260 resold or reassigned or used by MABA as it sees fit, without refund, unless
261 arrangements for delayed occupancy have been approved by MABA.

262

263 The Certificate of Insurance must also indicate that MABA will receive 30-day
264 written notice of cancellation of the policy. If MABA receives notice of
265 cancellation, MABA will notify the exhibitor that he/she is required to replace that
266 coverage before opening day of the Show. If the exhibitor does not replace the
267 insurance before opening day of the Show, the exhibitor forfeits the space. This
268 space may be re-rented or used by MABA as it sees fit, without refund, unless
269 arrangements for delayed occupancy have been approved by MABA.

270
271 The MABA will not be liable for any loss or damage to the property or exhibit of
272 the exhibitor, or to its employees, agents, assigns or guests, due to theft,
273 vandalism, fire, smoke, water from any source, electric current or failure of same,
274 accident of any kind or from any other cause whatsoever, and will not be liable for
275 injuries to the exhibitor, his employees, agents, assigns guests or show attendees,
276 for damages or injuries arising from or in any way connected with the use or
277 occupancy of space in the Show. The exhibitor agrees to indemnify and hold
278 harmless the MABA, its employees, agents, or assigns, against any and all claims of
279 any person whatsoever, arising out of acts or omissions of the exhibitor, his
280 employees, agents, assigns or guests.

281
282 Exhibitor is solely and fully responsible for its own exhibit and exhibit materials; all
283 property of the exhibitor is understood to remain in its care, custody and control in
284 transit to or from or within the exhibit grounds and hall. Exhibitors are responsible
285 for any damage to the facility which is caused by their exhibit or persons staffing
286 their booths and for the costs associated with any damage, including clean up and
287 repair.

288
289 Exhibitors are responsible for safeguarding their exhibits and products. MABA
290 recommends that exhibitors remove any portable products from their exhibits
291 when they are not occupied. Security coverage is provided by the Alliant Energy
292 Center only for the perimeter of the building.

293
294 **G. Photography/videotaping of booth:** Exhibitor agrees that the exterior and interior
295 of any exhibit (including company personnel) may be photographed and videotaped
296 by MABA or its designee and the photos and video may be used without further
297 permission from the exhibitor for promotional, advertising or other purposes by
298 MABA or others authorized to use them by MABA.

299
300 **IX. Sales guidelines**

301
302 **A.** Cash and carry sales and order taking must be registered with MABA by submitting
303 the appropriate State of Wisconsin form along with along with the other required
304 applications materials.
305

- 306 B. Exhibitors must confine all sales activities and demonstrations within the limits of
307 their own exhibit spaces.
308
- 309 C. Exhibitors who sell merchandise or take payment for orders to the public must
310 provide a sales receipt to the customer at the time of sale.
311
- 312 D. Exhibitors shall be responsible for obtaining any licenses, permits or approvals
313 required under local, state or federal law applicable to their activity at the Show.
314 Exhibitor shall be responsible for obtaining and registering with MABA, any tax
315 identification numbers and/or required forms and for collecting and paying all
316 taxes, license fees or other charges that shall become due to any governmental
317 authority in connection with their activity at the Show.
318
- 319 E. Inventory must be displayed in a tasteful and aesthetically pleasing manner as
320 determined by the Home Products Show Committee.
321
- 322 F. Selling exhibitors must keep their booths intact throughout the entirety of the
323 Show. Display models may not be removed until completion of the Show.
324
- 325 G. Exhibitors should supply their displays with ample inventory prior to Show hours.
326 However, during show hours, exhibitors may carry to their display areas reasonable
327 amounts of those items which can be hand-carried by one person and which do not
328 require the use of forklifts, dollies, hand trucks, or other material-handling
329 equipment.
330
- 331 H. Exhibitors should offer assistance to purchasers in transporting purchases made
332 from their exhibits as necessary, provided that: 1) such assistance be limited to
333 the exhibitors' use of hand carts or dollies; and 2) exit is made to the rear of the
334 Alliant Energy Center, except for hand carried items.
335
- 336 I. Exhibitors may distribute items purchased on the Show floor from vehicles
337 registered with and approved by MABA and parked in the designated parking lot
338 distribution area as notified to exhibitors prior to the Show.
339
- 340 J. Loud speakers, radios, television sets, or the operation of any machinery or
341 equipment which is of sufficient volume to be annoying to neighboring exhibitors
342 are not permitted. Public address systems used to attract the attention of people
343 passing in front of any booth are prohibited.
344

345 **X. Cancellations/Failure to occupy space**
346

- 347 A. **Exhibitor cancellations:** Refunds for exhibitors who request cancellation will be
348 issued per the terms listed on the Show contract.

349 B. **Failure to occupy space:** Any space not occupied or any booth not completely set
350 up one hour before the Show opens will be forfeited by the Exhibitor, and this
351 space may be re-rented or used by MABA as it sees fit, without refund, unless
352 arrangements for delayed occupancy have been approved by MABA.

353
354 In addition to forfeiture of entry fee and space, the exhibitor shall be eligible for
355 application for the next Show only after the priority notice deadline.

356
357 C. **Show cancellation:** Madison Area Builders Association is not liable for show
358 cancellation due to weather, acts of God, strikes, acts of war, civil disobedience, or
359 other causes beyond its control.

360
361 **XI. Home Products Show Committee**

362
363 A. **Definition:** The Home Products Show Committee, in conjunction with MABA staff,
364 is responsible for the administration of the Home Products Show and shall have all
365 of the authority set forth in these Rules and Regulations to administer these Rules
366 and Regulations). Per the bylaws of MABA, the MABA Board of Directors holds
367 final authority.

368
369 B. **Committee make up:** The Home Products Show Committee will consist of 6
370 persons appointed by the Board of Directors, including the Chair and a Board of
371 Directors Representative. If the Board of Directors Representative also holds
372 another position on the committee, the committee will consist of 5 persons. The
373 Board of Directors will consider the recommendations of the committee prior to
374 its appointments.

375
376 The Committee is authorized to function in person, or by fax, phone email or a
377 combination thereof. The Committee shall make decision by majority vote, with the
378 Chair to vote only in the event of a tie.

379
380 **XII. Disputes**

381
382 A. **Process:** Exhibitors must submit any and all misunderstandings or disputes related
383 to the Home Products Show to the Home Products Show Committee for hearing and
384 for final determinations. To be considered by the Home Products Show Committee,
385 misunderstandings, or disputes must be noticed in writing to the address of the
386 Madison Area Builders Association, to the attention of the Chairperson of the
387 Home Products Show.

388
389 In the event of a dispute regarding the Home Products Show, including but not
390 limited to a penalty or fine assessed by the Home Products Show Committee, the
391 party/parties may submit a written request for a hearing on the issue. The Home
392 Products Show Committee shall then establish a date, not less than five days nor

393 more than 14 days from receipt of the request, for the parties in the dispute to
394 appear before a hearing conducted by the Home Products Show Committee. The
395 Home Products Show Committee will issue a written determination not more than
396 ten business days following the hearing.

397
398 The decision of the Home Products Show Committee may be appealed to the MABA
399 Board of Directors. To appeal a Home Products Show Committee decision, the
400 appellant must deliver written notice to the Executive Director not more than
401 seven days after the decision of the Home Products Show Committee is mailed to
402 the party/parties. Upon receipt of proper notice of appeal, the Board of Directors
403 shall hear the issue at its next regularly scheduled meeting. The Chairperson of
404 the Home Products Show Committee shall also attend the hearing to represent the
405 Home Products Show Committee. All parties shall have the right to be represented
406 by counsel, at such parties' expense. At the hearing, the Board of Directors shall
407 receive testimony from the appellant, the Chairperson of the Home Products Show
408 and such other parties as it deems appropriate, and shall issue a written
409 determination not more than five business days following the hearing. The decision
410 of the Board of Directors following an appeal is final.

411
412 B. **Additional rules/penalties:** In addition to the rules and penalties listed elsewhere
413 in these policies, the Home Products Show Committee and MABA may establish
414 additional rules and penalties as shall be deemed necessary for the Show. Penalties
415 established may carry fines and/or suspension from participation in future Shows.
416 The maximum suspension penalty shall be suspension from the Show for a maximum
417 of the next two Shows, with eligibility for re-application after suspension only
418 after the priority notice deadline. Notice of all fines and penalties imposed by the
419 Home Products Show Committee will be mailed to the party assessed within ten
420 days of decision.

421
422 If a hearing is requested, fines assessed need not be paid until ten days after the
423 final determination is made by the Home Products Show Committee. The appeal
424 process for fines and penalties imposed by the Home Products Show Committee
425 shall be the same as outlined in item A above.