



Exhibition: March 4-6, 2021  
Education: March 3-5, 2021  
Music City Center  
Nashville, Tennessee  
HPBExpo.com

# Trade Show Rules & Regulations

These Tradeshow Rules and Regulations are a part of the HPBExpo 2021 Application and Contract for Exhibit Space ("Application") and should be carefully read before signing the indoor and/or outdoor exhibit space applications. After completing the Application and Contract for Exhibit Space, please give a copy of the Rules and Regulations to the person(s) responsible for the construction of your booth(s).

## 1. Exhibit Space Fees

### • Member Category: \$30/32+ per square foot~

HPBA members paying dues under the Manufacturer, Distributor, or Associate membership categories and in good standing at the time of the Expo

### • Non-Member Category: \$37/\$39+ per square foot^

Exhibitors that are not members of HPBA in good standing at the time of Expo; HPBA Manufacturers' Representative, Retail, or Service Category members

### • First-Time Exhibitor Discounted Category: \$30/32+ per square foot

Exhibitors that have never been a member of HPBA and have never exhibited in an HPBExpo

*+Secondary, higher price applies to indoor corner booths and all outdoor space over and above indoor space contracted.*

*~Member exhibitors with 2,000 sq. ft. or more will receive a \$0.40 discount per sq. ft.*

*^Non-member manufacturers that do not produce or exhibit hearth products, grills or fuels are eligible for the member category rate.*

## 2. Assignment of Space

HPBA reserves the right to determine which companies are eligible to exhibit and which products are eligible to be exhibited at the HPBExpo. During Priority Booth Selection, space will be assigned based on each company's priority number, with due consideration to each exhibitor's (i) utility requirements, (ii) proximity of competitive displays, and (iii) other matters relating to the successful conduct of the tradeshow. Island displays will be interspersed around the hall, as will the displays of large and small exhibitors. (HPBA reserves the right to make such changes to the floor plan as may be deemed necessary and to revise the floor plan from time to time.) Priority numbers are established based on the following:

### A. Points are awarded to each company based on the following system:

- Ten points for each year of exhibiting over the past five years
- One point for each additional year that a company has exhibited, beyond five years
- One point (pioneer point) for the exhibitor who has always exhibited and has always been a member since 1981
- One point per (10' x 10') booth for each booth over three, for the previous year (Expo 2020) only
- Five points for booking within the HPBA housing block; ten additional points for a minimum of 50 room nights, for the previous year (Expo 2020) only
- One point for participation in HPBExpo sponsorships, for the previous year (Expo 2020) only
- Two points per year of membership in HPBA (and its predecessors) since 1981

### B. Point Deductions

1. Exhibitors will have a five (5) point deduction for the following year's point tabulation if booth tear-down occurs prior to Saturday show closing.

2. Exhibitors will have a 20% point deduction for each consecutive year not exhibited. After 5 years of not exhibiting, all previous points will be deducted and NOT reinstated.

Example:

Year 1: 20%	Year 4: 80%
Year 2: 40%	Year 5: 100%
Year 3: 60%	

3. HPBA show management reserves the right to deduct up to ten (10) priority points used for future shows from the total of any exhibitor who violates these rules and regulations.

C. The priority ranking for companies that have accrued the same number of priority points will be determined at random.

D. A complete list of the priority schedule will be posted online.

### E. Onsite Booth Assignments

1. Priority Booth Assignment will be held on site in New Orleans, Louisiana, on March 12, 13, and 14, 2020. A specific time for booth selection will be assigned to each company. **If you will be on site, please bring, at the time of your booth selection, your signed application and contract along with a non-refundable fee of 20% of the total estimated space rental charge.** Checks and credit cards will be accepted. If payment is not made onsite by check, the exhibitor must make payment by credit card.

2. If you will not be on site for the Priority Booth Assignment, but would like to participate in onsite booth assignment, please send your signed application and contract, along with a nonrefundable fee of 20% of the total estimated space rental charge, to the HPBA office, to be received no later than March 6, 2020. **The address is:** Hearth, Patio & Barbecue Association, Show Management, 1901 North Moore Street, Suite 600, Arlington, VA 22209.

## 3. Exhibit Fees and Payment for Space

A. Applications will not be processed, nor space assigned, without all required signatures and fees.

### B. Payment Deadlines

1. If you wish to reserve space for HPBExpo 2021 during the Priority Booth Assignment ("PBA") at HPBExpo 2020, you must:

- a. Bring a nonrefundable deposit of 20% of your exhibit fee with you to the PBA;
- b. Pay an additional 30% of your exhibit fee by June 30, 2020; and
- c. Pay the remaining 50% of your exhibit fee by November 1, 2020.

2. If you wish to reserve space for HPBExpo 2021, but do not attend the PBA and submit an application that is received at HPBA no later than March 6, 2020, you must:

- a. Send in a nonrefundable deposit of 20% of your exhibit fee with your application;
- b. Pay an additional 30% of your exhibit fee by June 30, 2020; and
- c. Pay the remaining 50% of your exhibit fee by November 1, 2020.

3. If you wish to reserve space for HPBExpo 2021, and submit an application that is received by HPBA after March 14, 2020, but before November 1, 2020, you must:

- a. Send in a deposit of 50% of your exhibit fee, of which a portion is nonrefundable, with your application; and
- b. Pay the remaining 50% of your exhibit fee by November 1, 2020.

4. If you wish to reserve space for HPBExpo 2021, and submit an application that is received by HPBA on or after November 1, 2020, you must send in the full exhibit fee with your application. In addition, payments received after February 1, 2021 must be made using a credit card. 50% of the total exhibit fee is non-refundable through November 30, 2020; and 100% of the total exhibit fee is non-refundable after November 30, 2020.

C. HPBA show management reserves the right to reassign the reserved space of any exhibiting company that has not paid all exhibit fees in full by November 1, 2020. Applicable cancellation fees will apply.

D. Checks must be made payable to: "HPBA" and sent to: Hearth, Patio & Barbecue Association, PO Box 412397, Boston, MA, 02241-2397 via regular mail. If using Express Service send to: Bank of America Lockbox Services, Hearth Patio and Barbecue Assoc., Lockbox#412397, MA5-527-02-07, 2 Morrissey Blvd., Dorchester, MA 02125. Receipt of a deposit does not create a binding agreement with any applicant for exhibit space. HPBA retains the right, in its sole discretion, to decline to accept an application by returning any submitted deposit.

E. If an exhibiting company paying non-member exhibit fees decides to join HPBA for 2021 membership (under the category of Manufacturer, Distributor, or Associate only), the difference between the member and non-member price paid for exhibit fees may be applied to 2021 membership dues if the exhibiting company joins HPBA prior to the HPBExpo 2021 opening.

#### 4. Mergers and Priority Points

A. When companies merge, form a single unit and elect to pay only one HPBA membership fee, the new parent company will be assigned the priority points of the pre-merger company with the highest number of points. There can be no combining of priority points. The new post-merger company will then accumulate all new priority points as they are earned.

B. When companies merge and pay one HPBA membership fee, yet remain as separate divisions or product lines and maintain separate booths:

1. Each division or product line will maintain its priority points at the time of merger.
2. The parent company will be responsible for assigning its two member points (to the nearest tenth) to its divisions or product lines as it sees fit.
3. Each division or product line can add additional booth points as they are earned.
4. Priority booth selections will be made by each division or product line based on their individual points at the time of selection.
5. If the divisions or product lines want to be assigned at the same time but not exhibit in one continuous booth, they may purchase aisle space at \$500 per 10'x10' exhibit space if the space is returned to HPBA, or at full exhibit space price if retained. If the divisions decide to keep the aisle space, they will receive two complimentary badges for each 10'x10' exhibit space. Not all aisle space is available for purchase, and it must be approved by HPBA show management.
6. Each company paying membership dues is entitled to one Show Guide listing at no charge; additional listings are available for a fee of \$1,000 each.

C. When companies merge and pay one HPBA membership fee, yet remain as separate divisions or product lines, and display in one continuous booth:

1. The new company will assume the priority points of its highest priority point division or product line and will make the booth selection for the group.
2. The new company is entitled to one Show Guide listing at no charge; additional listings are available for a fee of \$1,000 each.

D. When companies merge, pay separate HPBA membership dues, and buy separate booth space:

1. Each division or product line will maintain its own priority points.
2. Each division or product line will make priority booth selection based on individual points at the time of selection.
3. Each division or product line is entitled to one Show Guide listing; additional listings are available for a fee of \$1,000 each.

E. Any company can pay a fee of \$1,000 for an additional listing in the Show Guide.

#### 5. Subletting of Space Prohibited

Exhibitors are not permitted to assign or sublet a booth, or any part of the space allotted to them, nor shall they exhibit, or permit to be exhibited in their space, any merchandise or advertising materials that are not part of their company's regular product lines.

#### 6. Downsize and Cancellation Policy

Exhibit booth space contracted for, in an Exhibit Space Application & Contract accepted by HPBA, may be downsized or cancelled if written notice of downsizing or cancellation is received by HPBA on or before November 30, 2020. The amount of any refund due to the exhibitor will depend upon when HPBA receives such written notice. Notice of downsizing or cancellation must be sent by U.S. mail or overnight courier to HPBA - HPBExpo 2021 Show Management, 1901 North Moore Street, Suite 600, Arlington, VA 22209.

•Exhibitors whose downsizing or cancellation notices are received by HPBA on or before September 1, 2020 shall be liable for 20% of the price of the cancelled portion of the booth space, plus 100% of the price of the retained booth space.

•Exhibitors whose downsizing or cancellation notices are received by HPBA after September 1, 2020 but on or before November 30, 2020 shall be liable for 50% of the price of the cancelled portion of the booth space, plus 100% of the price of the retained booth space.

•Exhibitors whose downsizing or cancellation notices are received by HPBA after November 30, 2020 shall be liable for 100% of the price of the cancelled portion of the booth space, plus 100% of the price of the retained booth space.

•Any refunds due shall be processed and paid after the conclusion of the HPBExpo 2021. Exhibitors shall be liable for all cancellation fees and booth fees, irrespective of whether booth fee deposits have been paid in a timely manner.

#### 7. Accessories Included with Exhibit Space

HPBA will provide with each exhibit space an eight (8) foot high background curtain, a three (3) foot high side rail curtain divider (where applicable), and a 7" x 44" one-line identification sign. Booth size is indicated on the floor plan and measured along the back dimension from the centers of the aluminum uprights. Standard booth size is 10' x 10'. Island booths will not be automatically set with background and side curtains.

#### 8. Installation and Removal of Exhibits

Installation of indoor and outdoor\* exhibits may begin at 8:00 am on Monday, March 1, 2021 and must be completed by 5:00 pm Wednesday, March 3, 2021. If setup cannot be completed by the deadline, HPBA show management must be notified in writing. If any exhibit is not set up and in order by 5:00 pm Wednesday, March 3, 2021 HPBA show management reserves the right to reassign such space to another exhibitor or make such other use of the space deemed necessary or appropriate, with no refund being made to the original contracting exhibitor.

**Note: Setup hours specified here are subject to change, in which case all exhibitors will be notified in writing. However, the requirements for setup to be complete by 5:00 pm Wednesday, March 3, 2021 will not change.**

#### 9. HPBExpo Hours

The show hours will be as follows:

Thursday, March 4, 2021, 10:00 am – 5:00 pm (10:00am – 7:30pm outdoor)

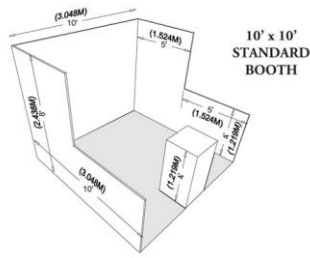
Friday, March 5, 2021, 9:00 am – 5:00 pm

Saturday, March 6, 2021, 9:00 am – 3:00 pm

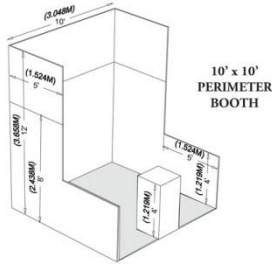
Indoor exhibitors will have access to the show floor at 7:30am on Thursday, March 4, and at 8:00am on Friday, March 5 and Saturday, March 6. Outdoor exhibitors will have access to the outdoor burn area at 7:30am on March 4-6. Exhibits are to be kept intact until the closing of the exposition (presently planned as 3:00 pm, Saturday, March 6, 2021). No part of an exhibit shall be removed during the show without special permission from HPBA show management. All exhibits must be fully removed by 12:00 noon, Tuesday, March 9, 2021. If exhibits are not removed by that deadline, HPBA show management has the right to remove exhibits and charge the removal expense to the exhibitor.

**10. Booth Construction / Design / Layout Indoor Space**

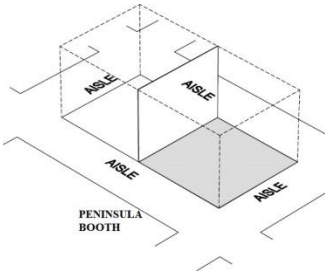
**A. Standard Booth:** *Definition:* A standard booth is 10' 0" linear exhibit in which fixtures, components and identification signs will be permitted to a maximum height of 8'3" (2.5m). All display fixtures over 4'0" (1.22m) in height and placed within 10 lineal feet (3.05m) of an adjoining exhibit must be confined to that area of the exhibitor's space that is at least 5'0" (1.52m) from the aisle line. All exhibit fixtures must be erected in a manner to withstand normal contact or vibration due to outside forces.



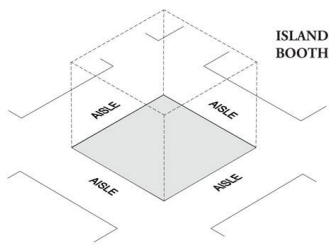
**B. Perimeter Wall Booth:** *Definition:* A perimeter wall booth is a standard booth located on the outer perimeter wall of the exhibit floor in which exhibit fixtures, components and identification signs will be permitted to a maximum height of 12' (3.66m). All display fixtures over 4'0" (1.22m) in height and placed within 10 lineal feet (3.05m) of an adjoining exhibit must be confined to that area of the exhibitor's space that is at least 5'0" (1.52m) from the aisle line.



**C. Peninsula Booth:** *Definition:* A peninsula booth is an exhibit with one or more display levels in four or more standard units, back to back, with an aisle on three sides. Exhibit fixtures, components and identification signs will be permitted to a maximum height of 20' (6.1m). All display fixtures over 4'0" (1.22m) in height and placed within 10 lineal feet (3.05m) of an adjoining exhibit must be confined to that area of the exhibitor's space that is at least 5'0" (1.52m) from the aisle line. All multi-story exhibits and all exhibit fixtures and components exceeding 12' in height must have drawings available for inspection. Signs must also be posted indicating the maximum number of people that the structure will accommodate. Creation of peninsula booth options will be at the discretion of show management.

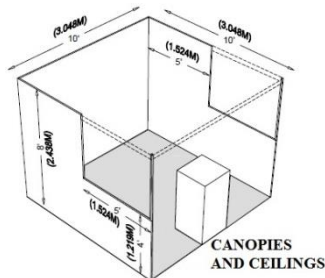


**D. Island Booth:** *Definition:* An island booth is an exhibit with one or more display levels with aisles on all four sides. Exhibit fixtures, components and identification signs will be permitted to a maximum height of 20' (6.1m). All multi-story exhibits and all exhibit fixtures and components exceeding 12' in height must have drawings available for inspection. Signs must also be posted



indicating the maximum number of people that the structure will accommodate.

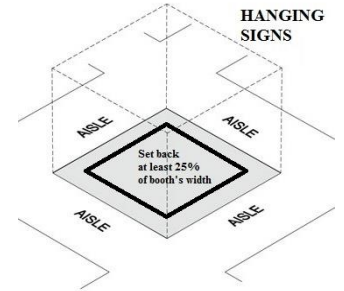
**E. Canopies & Ceilings:** *Definition:* Canopies and ceilings are exhibit components over an exhibitor's space for decorative purposes only. Canopies, false ceilings and umbrellas will be permitted to a height that corresponds to the height regulation for the appropriate exhibit configuration of which they are a part. Canopies and false ceilings shall not exceed 12" (30cm) in depth and cannot be used for identification or display purposes. Canopies may extend



out to the aisle line and up to the booth line on any side of an exhibitor's space, provided that the support structure does not exceed 3" (7.62cm) in width when placed within 10 lineal feet (3.05m) of an adjoining exhibit, and not confined to that area of the exhibitor's space that is at least 5'0" (1.52m) from the aisle line.

**F. Towers:** *Definition:* A tower is a free-standing exhibit component separate from the main exhibit fixture that is used for identification and display purposes only. Towers will be permitted to a height and depth that correspond to the height and depth regulations for the appropriate exhibit configuration of which they are a part. All towers in excess of 8' (2.44m) must have drawings available for inspection.

**G. Hanging Signs:** *Definition:* A hanging sign is an exhibit component that is suspended above an island exhibit booth with aisles on all four sides, used for the purpose of displaying graphics or identification. Hanging signs and graphics will be permitted to a maximum height of 20' (6.1m) above the exhibit floor provided that written approval is received from the HPBA show management. All hanging signs must be set back at least 25% of the booth's width dimension from the back line of the booth. Hanging signs and graphics will be permitted to a total length on each side of the exhibitor's space that does not exceed 50% of the corresponding dimension of the booth. All hanging signs must have drawings available for inspection.



**H. No booth display shall extend outside the boundaries of the paid exhibit space.**

**I. All indoor exhibits are required to have booths carpeted or covered with alternate flooring.**

**J. Exhibitors of solid-fuel burning appliances that are displayed in the indoor exhibit area shall only display appliances that are included in one of the following categories as defined in the EPA Residential Wood Heater New Source Performance Standard (NSPS) (40 CFR 60 Subpart AAA and QQQQ):**

1. EPA certified appliances complying with May 2020 particulate emission standards;
2. EPA exempted cookstoves;
3. EPA exempted coal-only heaters;
4. An appliance that is not a "room heater" or "central heater" as defined in the EPA Residential Wood Heater NSPS (40 CFR 60 Subpart AAA and QQQQ) (i.e., factory-built fireplaces); and
5. Site-constructed open masonry fireplaces.

Any product that is covered by EPA's NSPS regulations, but is not yet certified, must display a sign next to the product that reads, "Not for Sale."

Other solid-fuel burning products must be pre-approved in writing by HPBA show management 60 days prior to show opening.

**Note:** Manufacturers should anticipate EPA enforcement staff at their booth at Expo. Any questions you may have must be addressed prior to HPBExpo. EPA's NSPS regulation may be viewed online here: <https://www.epa.gov/residential-wood-heaters/final-new-source-performance-standards-residential-wood-heaters>

**Note:** These rules and regulations on indoor booth construction are intended to provide each exhibitor with a reasonable sightline from the aisle, to create a uniform and professional looking display, and to permit all exhibitors maximum use of floor space for which they have contracted. Requests for exceptions to Section 10 (showing good cause) must be applied for in writing, in advance and approved by HPBA show management. Please submit your written request, a diagram of your proposed display, and payment of a \$50 fee to: HPBA Show Management, 1901 North Moore Street, Suite 600, Arlington, VA 22209. All requests must be received by February 5, 2021. No request for variances shall be accepted after that date.

## 10.1 Indoor Burning

**A.** Exhibitors must complete an indoor burning appliance specification form and submit their booth design to HPBA by December 15, 2020 in order to receive approval to operate appliances.

**B.** Only natural gas and alcohol-fueled appliances may be burned indoors.

**C.** Each natural gas appliance must have only one gas connection.

**D.** To burn natural gas, the indoor booth must be a minimum of 400 square feet and must be configured as an island or peninsula.

**E.** Exhibitors are allowed a maximum of one (1) natural gas connection to one (1) appliance for each 400 square feet of booth space rented. Each natural gas connection must be made directly to a single appliance and cannot be split or changed out between appliances at any time. Exhibitors are NOT permitted to have more burning units than the number of their connections. Example: a 20x20 booth is allowed 1 connection for 1 appliance; a 20x40 booth is allowed 2 connections for 2 appliances; a 30x30 booth is allowed 2 connections for 2 appliances. Exhibitors violating the maximum number of appliances connected and burned will be disconnected from the natural gas source and their exhibit booths will be shut down.

**F.** Only the original natural gas appliance that passed the initial inspection and leak test may be operated. Extenuating circumstances that require an appliance change out must be approved by HPBA staff.

**G.** Cooking is not allowed on any appliance in an indoor booth.

**H.** Operating natural gas appliances must be at least 10' from all neighboring booths.

**I.** Exhibitors are only allowed to burn natural gas in those booths designated on the floor plan by HPBA show management.

**J.** All new products must be pre-burned in advance to eliminate startup odors.

**K.** All appliances must be installed in accordance with all applicable local codes and according to the owner's manual.

**L.** All exhibitors must have copies of the owner's manuals for the appliances being demonstrated.

**M.** Exhibitors must provide information certifying that the appliance(s) is (are) safety tested in accordance with all applicable standards and listed for the intended use of the appliance(s). Prototypes of appliances that have not yet been fully tested and listed may be displayed and operated if the exhibitor submits all the relevant design and operational information to HPBA by December 15, 2020 and receives permission in writing from HPBA show management.

**N.** Each booth with operating appliances must have a fire extinguisher(s) as specified by the local officials.

**O.** Each natural gas appliance must have a gas shut off valve located within 6 feet of the appliance and within the booth.

**P.** All appliances must be approved for indoor use.

**Q.** All appliances must be vented or certified vent-free. Vent height for must extend up at least 18 ft., measured from the floor.

**R.** All operating appliances are subject to inspection.

**S.** HPBA show management reserves the right to request any exhibitor to discontinue firing an appliance.

**T.** Exhibitors requesting to burn alcohol or ethanol fuel will have fuel storage limited to 2 gallons per 100 square feet of booth space.

**U.** Additional, more specific rules for burning will be included in the online Exhibitor Service Manual, published in the fall of 2020. Conditions are subject to change.

## 10.2 Outdoor Burning

**A.** Exhibitors of solid-fuel, oil, and gas-fuel burning appliances that are to be used in the outdoor burn area must provide information certifying that each appliance is safety tested in accordance with all applicable standards and listed for the intended use of the appliance. Prototypes of appliances that have not as of yet been fully tested and listed may be and operated if the exhibitor submits all the relevant design and operational information to HPBA by December 15, 2020 and receives permission in writing from HPBA show management.

**B.** Any site-constructed installation must comply with the requirements of ANSI/NFPA211 (Latest Edition), "Standard for Chimneys, Fireplaces, Vents, and Solid-Fuel Burning Appliances" (if applicable), the owner's manual for the appliance, and local building codes.

**C.** All exhibitors must have copies of the owner's manuals for the appliances in their outdoor burn booth.

**D.** Exhibitors agree to make their best efforts at all times to minimize visible smoke from their exhibit. Outdoor exhibitors will have access to the outdoor burn area at 7:30am on show days, and will be expected to have their appliances operating successfully prior to the start of the exposition each day. HPBA show management reserves the right to order any exhibitor to discontinue firing appliances if it determines that the appliances are creating excessive smoke.

**E.** Each outdoor burn booth must have a fire extinguisher(s) as specified by the local officials.

**F.** Exhibitors of solid-fuel burning appliances that are used in the outdoor burn area shall only display/demonstrate appliances that are included in one of the following categories as defined in the EPA Residential Wood Heater New Source Performance Standard (NSPS) (40 CFR 60 Subpart AAA and QQQQ):

1. EPA certified appliances complying with May 2020 particulate emission standards;
2. EPA exempted cookstoves;
3. EPA exempted coal-only heaters;
4. An appliance that is not a "room heater" or "central heater" as defined in the EPA NSPS (40 CFR 60 Subpart AAA and QQQQ) (i.e., factory-built fireplaces); and
5. Site-constructed open masonry fireplaces.

Other solid-fuel burning products must be pre-approved in writing by HPBA show management 60 days prior to show opening.

**G.** The chimney for a solid-fuel burning appliance operated in the outdoor burn area must:

1. Be safety tested and listed;
2. Terminate no less than eight (8) feet above the ground;
3. Terminate with a chimney cap and spark arrestor assembly;
4. Terminate at least three (3) feet above the top of any trailer, tent or roof assembly that the chimney penetrates;
5. Be at least two (2) feet higher than any part of any structure within ten (10) feet of the chimney (note: this includes adjacent booth), except for direct vent pellet stoves;
6. Be two (2) feet beyond and above the side or rear of tent, if vented from a tent; and
7. Be adequately supported, shall not be wired or tied to the tent, and shall be installed in a professional manner.

**H.** Exhibitors of outdoor cooking appliances shall comply with all local regulations pertaining to food handling and storage. They shall use their best efforts at all times to minimize the impact of any smoke on neighboring booths. HPBA recognizes that smoke is inherent in some product presentations, but expects exhibitors of such products to plan their booth size and layout to minimize the impact of smoke on neighboring booths. (See Section 11. Character of Exhibit.) HPBA show management reserves the right to order any exhibitor to discontinue the use of any appliance if it determines that the appliance is creating excessive smoke.

**I.** Additional, more specific rules for burning will be included in the Exhibitor Service Manual. Conditions are subject to change.

**Note: These rules and regulations on outdoor exhibits are intended to provide each exhibitor with an opportunity to promote an appliance without excessive smoke to a neighbor's booth. Exhibitors are also reminded that ALL solid-fuel appliances are very closely regulated and the HPBA is determined to make every effort to promote these products as "clean burning." Exhibitors of cookstoves, coal-only heaters, and other EPA exempted products are urged to take note of this concern. HPBA show management will provide exhibitors with more details in future bulletins, and will convene a meeting of indoor and outdoor burn area exhibitors prior to the opening of the show. All burning exhibitors must attend this meeting.**

### **11. Character of Exhibit**

**A.** HPBA reserves the right to refuse permission to an exhibitor to conduct or maintain an exhibit if, in the sole judgment of HPBA show management, said exhibitor shall in any respect be deemed unsuitable or inappropriate. This reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitation, that affect the character of the HPBExpo or HPBA.

**B.** All efforts to advertise, demonstrate, and operate the exhibit shall be conducted so as not to trespass on the rights of any other exhibitors or of visitors.

**C.** The distribution of literature and souvenirs from booth to booth or in the aisle is forbidden. Exhibitors shall confine their exhibit activities to the space for which they have contracted. Any advertising or promotional activity, by or under the control of any exhibitor's business or products, that describes the exhibitor's business or products, as well as those of any other exhibitor's business or products, and that occurs outside of the exhibitor's contracted-for display area, including outside the Exhibition/Convention Center on any grounds reasonably near the Exhibition/Convention Center, is not permitted because any such advertising or promotional activity unacceptably interferes with the public appearance, character, and conduct of the Exhibition and Association as a whole. Only literature published or approved in advance by HPBA show management may be distributed in the registration area, in the meeting rooms, or in other areas used by the convention attendees.

**D.** The use of loudspeakers, recording equipment, television sets, and radios or the use of operating machinery that is of sufficient volume to annoy neighboring exhibitors shall not be permitted. Loudspeakers, if permitted at all, must be used within the confines of the contracted exhibit space and must be approved in advance by HPBA show management.

**E.** The advertising, promotion, solicitation for, and sale of exhibit space for other industry trade shows not sponsored or endorsed by HPBA is deemed unsuitable and inappropriate, and detracting from the theme and character of the HPBExpo. Therefore, such promotion, solicitation, and sales are prohibited.

**F.** Under no circumstance shall booth personnel photograph and/or enter the exhibit space of another exhibitor without permission from the assigned exhibitor and at no time may anyone photograph and/or enter an exhibit space which is not staffed. The use of deceptive and/or unethical methods to obtain information and/or gain an advantage over a competitor is strictly prohibited. Violators may, in the discretion of HPBA show management, be penalized with the loss of priority points, ejection from the event, or any other measures as deemed appropriate.

### **12. Food and Beverage**

**EXHIBITORS/VENDORS/HPBA ARE ONLY ALLOWED TO HAVE ALCOHOL SERVED FROM BOOTHS FROM 12:00 pm – 5:00 pm, MARCH 4-5, 2021, AND FROM 12:00 pm – 3:00 pm, MARCH 6, 2021. ALL ALCOHOL MUST BE ORDERED FROM AND SERVED BY THE OFFICIAL CATERER(S) OF THE HPBEXPO.**

No food or beverages shall be served without prior permission from HPBA show management. Only food or beverages that would not cause a housekeeping problem will be approved. **Please submit your Variance Request Form for food and beverage, and payment of a \$50 fee to: HPBA Show Management, 1901 North Moore Street, Suite 600, Arlington, VA 22209. All requests must be received by February 5, 2021.**

If approved, any food or beverages or service thereof must be coordinated through the official caterer(s) of the HPBExpo. The exhibiting company is

responsible for obtaining the proper food product liability insurance coverage, along with knowledge of and compliance with all local health requirements.

### **13. Cameras**

Cameras will be allowed on the show floor, but no picture taking, including cell phone pictures, is allowed without the express approval of a company representative in the exhibitor booth that is being photographed.

### **14. Selling of Products**

HPBA show management provides display space for suppliers to exhibit and demonstrate products to customers and potential customers. All exhibitors shall adhere to all rules and regulations that may be established by the Internal Revenue Service to ensure continued income tax exemption for the trade show. Written orders for delivery after the show are allowed.

### **15. Indemnification/Limitation of Liability/Insurance**

Exhibitor hereby releases and agrees to defend, indemnify, and hold harmless Show Management, HPBA, the convention center authority, the designated HPBExpo decorating company, and the officers, directors, members, agents, representatives, employees, subcontractors of each, from and against any and all claims, demands, actions, judgments, damages, losses and liabilities, including without limitation attorney's fees and costs, arising out of or in any manner related to exhibitor's presence at the HPBExpo, including without limitation claims for damage to or loss of exhibitor's property and injury to or the death of exhibitor's employees, representatives, contractors or invitees. Exhibitor agrees to maintain such insurance (and to provide certificates of same), with coverages, policy limits and additional insureds as specified in writing by HPBA reasonably prior to the HPBExpo.

### **16. Exhibit Contents**

Each exhibitor shall assume full responsibility for any loss of or damage to its property, including, without limitation, the contents of its exhibit booth. Although HPBA show management will provide security at the entrances to the exhibit floor during the show, such perimeter security is not designed to protect the contents of exhibit booths. The furnishing of such security shall not be deemed to create a bailment with respect to exhibitor's property, nor shall it create any other source of potential liability on the part of HPBA. Each exhibitor is encouraged to purchase its own insurance and to take precautionary measures such as the securing of portable articles, removal of portable articles to a place of safekeeping after exhibit hours each day, or ordering of booth monitors through the official security provider. Each exhibitor expressly assumes the risk of loss of such articles and expressly releases HPBA from any and all claims for loss of or damage to such articles.

**Any damage to rental tents in the outdoor burn area, whether from smoke, burning, misuse, or otherwise, shall be the sole responsibility of the exhibitor which contracted for the exhibit booth.**

### **17. Force Majeure**

In case said premises shall be destroyed by fire or the elements or by any cause beyond the control of the Exhibition/Convention Center, or in case of government intervention or regulation, military activity, terrorist activity, strikes, or any other circumstances that make it impossible, impracticable, illegal, or inadvisable to hold the show at the time and place provided in the Application and Contract for Exhibit Space, then and thereupon the contract shall terminate and the exhibitor shall waive any claim for damages or compensation, of any kind or amount, except the pro rata return of the amount paid for the space, after deduction of actual expenses incurred by HPBA in connection with HPBExpo 2021, and neither party shall be subject to any further liability.

### **18. Fire Regulations**

At the time of this printing of the Rules and Regulations, per the orders of HPBA show management, absolutely **NO combustible oils, gases, or open flames of any type will be permitted in the Exhibit Hall, except as permitted under the Indoor Burning provisions in Section 10.** Absolutely no storage of combustibles of any kind shall be permitted behind an exhibitor's booth. All draping or display material of cloth or paper texture must be fireproofed. Any questions regarding specific problems should be referred to HPBA show management. There shall be no exceptions. **Failure to comply with this section shall constitute grounds for closing exhibitor's booth(s) for the duration of HPBExpo 2021 and for barring exhibitor from future shows and/or the loss of priority points.**

## 19. Registration Badge Policies

For every 100 sq. ft. rented, each exhibiting company will be allotted two (2) badges for exhibitor employees only. In addition, HPBA member companies shall be entitled to additional badges per the membership registration policy.

## 20. Activities Outside the Convention Center

Except as otherwise specifically provided herein and approved by HPBA (see below), events in the nature of hearth, patio, or barbecue product exhibitions, whether hosted by an exhibiting or non-exhibiting manufacturer, retailer, distributor, or other person or entity, are prohibited at any time during the education and exhibition days of HPBExpo (March 3, 2021 through March 6, 2021). HPBA will use its best efforts to prevent such events through its control of meeting space and hotel suites at HPBExpo hotels.

HPBExpo exhibitors may host events during **non-exhibit** hours (i.e., during education or membership meeting hours when the exhibit floor is **not** open) for their own staff, representatives, distributors, or dealer customers; these may include sales meetings, dealer breakfasts, receptions, or similar events. These events shall not include product displays unless (a) the display is for a narrow purpose such as the premiere of a new model or education regarding a specific model, and (b) the HPBA Expo Committee has first granted a variance from the policy against product exhibitions for the specific event.

Those who participate in any event contrary to the foregoing policy will be subject to sanctions, as determined by the HPBA Expo Committee, including loss of exhibitor priority points, refusal of permission to exhibit at future HPBExpos and refusal of permission to continue to exhibit at HPBExpo 2021; violations may also lead to suspension of or expulsion from membership in HPBA or, in the case of a non-member, disqualification from eligibility for membership.

## 21. Official General Contractor

HPBA has appointed FREEMAN as the official general contractor for the HPBExpo 2021. The official contractor will make available to each exhibitor, at least three months prior to the show opening, an online information and service kit that provides exhibitors with complete shipping instructions, production information, and other forms for all services needed during the installation, show period, and removal of exhibits.

The official contractor can provide all of the usual trade show services, including labor. Tennessee is a "right-to-work" state. Certain exhibitors may be required to use labor to help set up and tear down their exhibits. These specifications to identify such exhibitors will be explained in detail in the Exhibitor Service Manual provided by HPBA and FREEMAN.

Should an exhibitor wish to have an exhibit installed by a contractor other than the official show decorator ("Exhibitor Appointed Contractor"), such exhibitor must inform HPBA show management of the exhibitor's name, contractor's name, and the work to be performed. This information must be submitted in writing to: HPBA show management, 1901 North Moore Street, Suite 600, Arlington, VA 22209, and must be received no later than February 3, 2021.

## 22. Exhibitor Appointed Contractors

**A.** The Exhibitor Appointed Contractor must provide HPBA show management by February 3, 2021 with the names of all of their clients in the show, along with the names of their permanent personnel who will be working at the show. (Only

permanent, full-time outside exhibit house personnel will be allowed on the floor of the show.) A certificate of insurance must accompany the notification to HPBA show management required in Section 21. The certificate of insurance should include the coverages, policy limits, and additional insureds as specified in writing by HPBA reasonably prior to the HPBExpo.

**B.** Upon arrival at the show, Exhibitor Appointed Contractor personnel must check in with HPBA show management and/or security to present their credentials and receive permission to work on the floor.

**23. Children under the age of twelve (12), including infants, are prohibited from entering the tradeshow floor at any time.**

## 24. Amendments/Enforcement

HPBA show management reserves the sole right to interpret, amend, and enforce these Trade Show Rules and Regulations. Written notice of any amendments or interpretations shall be given to exhibitors. Each exhibitor, for his company, himself, his subcontractors, and other agents and employees, agrees to abide by the Rules and Regulations set forth herein, and by any subsequent amendments or interpretations. HPBA show management reserves the right to enforce compliance with these Rules and Regulations. If an exhibitor violates one or more of these Rules and Regulations, HPBA show management may refuse to allow exhibitor to set up and/or to continue to exhibit, and the HPBA Expo Committee may refuse to permit that exhibitor to show in future years and/or reduce exhibitor's priority points. Violations of these Rules and Regulations may also lead to suspension or expulsion from membership in HPBA or, in the case of a non-member, disqualification from eligibility for membership. Exhibitors shall be bound by all applicable provisions of the agreement between HPBA and the Music City Center.

## 25. Americans With Disabilities Act

Exhibiting company shall be responsible for making its exhibit accessible to persons with disabilities, as required by the Americans with Disabilities Act. Exhibiting company shall hold HPBA, its members, officers, representatives, employees, subcontractors, and other agents harmless from any and all consequences of exhibiting company's acts of omission or commission with regard to compliance with the Act.

## 26. Intellectual Property, Libel, Slander

The exhibitor shall be solely responsible for securing any and all necessary licenses for: a) any performances, displays, or other uses of copyrighted works or patented inventions, and b) any use of any name, likeness, signature, voice or other impression, trademarks or service marks, or other intellectual property owned by a third party that is used, directly or indirectly, by the exhibitor. The exhibitor hereby agrees to indemnify, defend, and hold HPBA, its members, officers, representatives, employees, subcontractors, and other agents harmless from and against any and all claims of liability and any resulting losses, costs or damages (including costs of responding to any lawsuits and attorney's fees) for failure to obtain necessary licenses or consents, for infringement or other violations of the property rights or the rights of privacy or publicity of any third party, and for claims of libel or slander.

## 27. Representations Regarding Products Exhibited

The exhibitor represents and warrants that it possesses all intellectual property and other rights necessary to display and sell each product displayed in its exhibit booth and that no product displayed in its exhibit booth infringes the intellectual property or other rights of any third party.