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# MEMO

APPROVED  
11/4/2024



DATE: October 28, 2024

FROM: Matney M. Ellis  
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

TO: Board of County Commissioners

SUBJECT: Agreement - Home Builders Association of Greater Tulsa, Inc.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of the Tulsa County Treasurer's Office and the Home Builders Association of Greater Tulsa Inc. for a booth rental at the SageNet Center at Expo Square for the Greater Tulsa Home and Garden Show beginning March 6, 2025, through March 9, 2025, at a cost of \$1,230.00, as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The November 4, 2024 BOCC meeting agenda.

CMF# 20242057



Greater Tulsa Home & Garden Show March 6-9, 2025 SageNet Center at Expo Square

2025

EXHIBIT SPACE CONTRACT

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

Company: Tulsa County Treasurer

Address: 218 W 6th St., 8th Floor

City: Tulsa State: OK Zip: 74119

Phone: 918-596-5058

Email: amaner@tulsacounty.org

Pre-Show Contact: Angela Maner Phone: 918-596-5058

Cell Phone: 918-724-4335

On-Site Show Contact: Angela Maner Cell Phone: 918-724-4335

Company Contact: Angela Maner

SIGNATURE: Angela Maner

II. BOOTH COST:

2025 Exhibitor Booth Rates – Tulsa HBA Member

10x10 Aisle Booth	\$975
10x10 Corner Booth	\$1,045
10x15 Booth	\$1,435
10x20 Booth	\$1,765
10x20 Corner Booth	\$1,865
10x20 Endcap	\$1,965
225+ square feet qualifies for bulk rate = \$8.40 a sq. ft. .	

2025 Exhibitor Booth Rates – Non-Member

10x10 Aisle Booth	\$1,150
10x10 Corner Booth	\$1,230
10x15 Booth	\$1,685
10x20 Booth	\$2,080
10x20 Corner Booth	\$2,180
10x20 Endcap	\$2,280
225+ square feet qualifies for bulk rate = \$9.84 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 1810	Booth Number	Booth Number
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Booth Balance Due: 1230.00

CMF# 20242057

IV. EXHIBITOR WRIST BANDS: 100sq/ft = 4 150 sq/ft=5 200-300 sq/ft=6 300-500 sq/ft = 8 500 sq/ft & over = 12

COMP BANDS WITH BOOTH: 4 p/day ADDITIONAL BANDS NEEDED (Cost \$5 per): \_\_\_\_\_ TOTAL BANDS: \_\_\_\_\_

Exhibitors without wrist band must pay admission. Extra bands are \$5, no exceptions.   
Number of bands is a set of bands per day which includes one band for each day.   
Cost for additional bands goes on this line

V. 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 for basic power.
- 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., an additional charge of \$70 will be applied.

VI. ADDITIONAL QUESTIONS:

SHOW DECORATOR NEEDS: (additional charges for these services, show decorator will reach out)

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

VII. LIST ITEMS, PRODUCTS & MATERIALS THAT WILL BE ON DISPLAY IN YOUR BOOTH: 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:

### County Government Information and Voter Registration Forms

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VIII. PRODUCT/SERVICE CATEGORY: Please select up to two categories listing on the attached Product Services & Category List. 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 ONLINE FLOOR PLAN. This is different from the products and services you mentioned on page one.

1st Category: Informational

2nd Category: Informational

IX. Total Balance Due:

- Booth \$ 1230.00
- Extra Exhibitor Wrist Bands \$ \_\_\_\_\_ (See Above For How Many Are Included)
- Electric \$ \_\_\_\_\_
- Total: \$ 1230.00

\*\*\* PAYMENT INFORMATION ON NEXT PAGE \*\*\*

X. PAYMENT INFORMATION: 34% of full payment for exhibit space is DUE with this application as the deposit, by November 18, 2024. 100% of full payment must be received no later than January 31, 2025. Booths booked after January 15, are required to make full payment at time of signed contract. If full balance is not paid by January 31, 2025 there will be a 3% additional late fee applied to your full booth rental total.

Will send check

Visa      MasterCard      Discover      AMEX

Please keep my credit card on file and run on the following due dates or select full amount to be ran with returned with signed contract:

34% with contract       33% on December 16       33% on January 31      FULL AMOUNT

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_ Security Code: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

ACH Payment Option:

Bank Name: \_\_\_\_\_ Name on Account: \_\_\_\_\_

Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_

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 2025 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: *[Signature]*

Date: 11/4/2024

Show Management - Director of Special Events

Sarah Gentry *Sarah Gentry*

Attest: *[Signature]*  
Michael Willis, County Clerk



Date: 10/22/2024

APPROVED AS TO FORM/ LEGALITY

*[Signature]*

ASSISTANT DISTRICT ATTORNEY

Andrew C. Mihelich

RETURN TO: Tulsa HBA  
11545 E. 43rd St., Tulsa, OK 74146  
Phone: 918-663-5820 | Fax: 918-628-0493  
[sgentry@tulsahba.com](mailto:sgentry@tulsahba.com)

**CONTRACTS AND TERMS  
(Keep for your records)**

**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 2024 Greater Tulsa Home & Garden Show; "Sage Net Expo" means the location of the Show, which address is 4125 E. 21st Street, Tulsa, Oklahoma.

**EXHIBITOR HANDBOOK:** By signing the Contract, Exhibitor agrees to comply with the attached 2025 Exhibitor Handbook. The terms, conditions and provisions of the 2025 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. Exhibitors with booths 400 square feet and larger may begin moving displays into its booth at Noon, Monday, March 3, 2025. Exhibitors with booths less than 400 square feet may begin moving displays into its booth at 7:00am, Tuesday, March 4, 2025. All moving vehicles must be out of the building by 8:00pm, Wednesday, March 5, 2025. No exhibits can be removed before the Show ends at 5 p.m., Sunday, March 9, 2025. 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. All exhibits must be out of the building by Noon, Monday, March 10, 2025. Any exhibit not removed by this deadline, will be removed by Sage Net Expo personnel to a trash receptacle.

**BOOTH:** 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 attached 2025 Exhibitor Handbook.

**OFFICIAL DECORATOR:** The official decorator is Midwest Decorating, 918-584-0988 or [mark@craindisplays.com](mailto:mark@craindisplays.com)

**BANNERS:** Midwest Decorating, 918-584-0988 or [mark@craindisplays.com](mailto:mark@craindisplays.com)

**SHIPPING:** Midwest Decorating will handle all shipping needs for incoming boxes and freight. Please see Show Decorator Packet for more information.

**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 7, 2025. 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 Exhibitors 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:** Exhibitors right to occupy its booth as contemplated by this Contract is conditioned upon strict compliance with the terms and conditions 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.

**UNOCCUPIED SPACE:** If Exhibitor fails to occupy its booth by 9 a.m., March 7, 2025 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 Exhibitors 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 Exhibitors booth. For this reason, nonflammable materials are recommended for Exhibitors 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. 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.

**DAMAGE TO SAGE NET EXPO:** Exhibitor shall be liable for any damage caused to Sage Net 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 Sage Net Expo floors and columns or to standard booth equipment.

**Continued on back**

**LIABILITY AND INSURANCE:** Exhibitors 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. 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.

**RELOCATION OF EXHIBITS:** The HBA reserves the right to alter the location of exhibitors, or of booths as shown on the official floor plan, if deemed by HBA, in its sole discretion, in the best interest of the exposition. The HBA shall have the further right to prohibit, bar, prevent, and remove any exhibit or proposed exhibit, or any part of portion, thereof, which in the judgment of the HBA is unsuitable or inappropriate for the exhibition or purposes of such exhibition; and such right shall extend, but shall not be limited to all equipment, materials, displays, installations, and other items or things constituting part of or used in connection with any such exhibit.

**CANCELLATION:** It is understood that HBA will lose substantial revenue upon the unexpected cancellation of your booth. The HBA has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of HBA's loss as a result of cancellation. Vendor shall pay the cancellation fee as liquidated damages if booth is canceled.

- Cancelled more than 100 days prior to March 1, 2025 – 34%
- Cancelled 99 - 60 days prior to March 1, 2025 - 70%
- Cancelled 59 days or less prior to March 1, 2025 - 100%

Written notice of cancellation must be delivered to HBA and may be made by mail, facsimile or electronic transmission. Cancellation date will be considered the date such written notification was received by HBA. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

**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 Exhibitors receipt of notice of such amendment from HBA.

**Termination of Show or Contract:** Show Manager reserves the right to terminate the show if use or occupancy of the show premises is, or will be, materially interfered with by reason of fire, adverse weather, casualty, strike, embargo, material shortage, disruption of transportation or supply chain, injunction, act or threat of war, act of God, act or threat of terrorism, quarantine, disease, government order, nuclear radiation, nuclear attack, release of hazardous substances or waste, flood, unanticipated construction making the building unsuitable for occupancy, any other emergency, or any other act or event not the fault of Show Manager during the show or any period of time the availability of the exposition space is necessary or important to successful production of the show. It is expressly agreed that such a termination shall not constitute a breach of the contract. Should any of the foregoing occur and the holding of the show is interrupted or prevented, Show Management will return such portion of the amount paid for space as may be determined to be equitable by Show Management after deduction of such amounts as may be necessary, in Show Manager's judgment, to cover expenses related to termination, including a reserve for claims in connection with the show. In the event the show is so cancelled, postponed, or relocated, Show Management shall not be financially liable to or otherwise obligated to exhibitor except as provided herein. In addition to the foregoing, Show Management reserves the right to cancel the contract without further obligation at any time prior to Show opening by giving notice to exhibitor at the address set forth above and refunding all deposits not previously expended on behalf of exhibitor.