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# MEMO

APPROVED  
11/08/2021



DATE: November 2, 2021

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 on behalf of the Tulsa County Assessor's Office and the Home Builders Association of Greater Tulsa, Inc. for booth space rental at the 2022 Greater Tulsa Home & Garden Show being held March 10-13th, 2022 at the SageNet Center at Expo Square for a fee of \$1,835.00 as further described in the attached.

This agreement is respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The November 8, 2021 BOCC meeting agenda.

CMF# 20212436



APPROVED  
11/08/2021

Greater Tulsa Home & Garden Show  
March 10-13, 2022  
SageNet Center at Expo Square

2022

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 Assessor

Address: 218 W 6th St

City: Tulsa State: OK Zip: 74119

Phone: 918-596-5100

Email: aisabelle@tulsacounty.org

Pre-Show Contact: Audrey Isabelle Phone: 918-596-5169

On-Site Show Contact: Audrey Isabelle Phone: 970-744-8200

Company Contact: \_\_\_\_\_

SIGNATURE:   
Stan Sallee, Chairman, Board of County Commissioners of the County of Tulsa on behalf of Tulsa County Assessor

II. BOOTH COST:

Attest:    
Michael Willis, County Clerk

**2022 Exhibitor Booth Rates – Tulsa HBA Member**

10x10 Aisle Booth	\$812
10x10 Corner Booth	\$887
10x15 Booth	\$1,188
10x20 Booth	\$1,468
10x20 Corner Booth	\$1,568
10x20 Endcap	\$1,668
225+ square feet qualifies for bulk rate = \$6.90 a sq. ft. .	

**2022 Exhibitor Booth Rates – Non--Member**

10x10 Aisle Booth	\$1,105
10x10 Corner Booth	\$1,090
10x15 Booth	\$1,485
10x20 Booth	\$1,835
10x20 Corner Booth	\$1,935
10x20 Endcap	\$2,035
225+ square feet qualifies for bulk rate = \$8.65 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 <b>536</b>	Booth Number	Booth Number
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Booth Balance Due: \$1,835

CMF# 20212436

IV. **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: Literature, forms

V. **EXHIBITOR WRIST BANDS:** 100sq/ft = 4 150 sq/ft=5 200 sq/ft=6 225 sq/ft and over =12  
BANDS WITH BOOTH: 6 ADDITIONAL BANDS NEEDED (Cost \$5): 12 TOTAL BANDS: 18  
Exhibitors without wrist band must pay admission. Extra bands are \$5, no exceptions. This includes one band for each day.

VI. **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, an 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.

VII. **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:**

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IX. **PRODUCT/SERVICE CATEGORY:** Please select up to two items from the categories listing included in the contract packet. 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: Educational Products & Services      OPTION 2: Real Estate

X. **Total Balance Due:**

- Booth \$ 1,835
- Exhibitor Wrist Bands \$ 60
- Electric \$ 0
  
- Total: \$ 1,895

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

**XI. 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 14, 2022. After January 14, full payment required.**

Will send check

Visa       MasterCard       Discover

Please keep my credit card on file and run on the following due dates:

34% with contract       33% on December 14       33% on January 14

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 2022 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: 11/08/2021

Attest:    
Michael Willis, County Clerk

Stan Sallee, Chairman, Board of County Commissioners of the County of Tulsa on behalf of Tulsa County Assessor



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

Approved as to form:  
**James G. Rea** Digitally signed by James G. Rea  
Date: 2021.11.02 09:25:59 -0500  
Assistant District Attorney



**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 2022 Greater Tulsa Home & Garden Show; "River Spirit 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 2022 Exhibitor Handbook. The terms, conditions and provisions of the 2022 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 7, 2022. Exhibitors with booths less than 400 square feet may begin moving displays into its booth at 7:00am, Tuesday, March 8, 2022. All moving vehicles must be out of the building by 10:00pm, Wednesday, March 9, 2022. No exhibits can be removed before the Show ends at 5 p.m., Sunday, March 13, 2022. 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, 2022. 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.

**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 18, 2022. 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, 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.

**UNOCCUPIED SPACE:** If Exhibitor fails to occupy its booth by 9 a.m., March 10, 2022 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 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 Exhibitors failure or refusal to comply with this section.

**Continued on back**



**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. 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.

**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. Show Management and the HBA shall have no further obligation or liability to exhibitor under this agreement or otherwise.