2026 Home & Garden Showcase

Registration & Exhibitor Agreement

Saturday and Sunday, March 7 & 8

March 7th 10am~5pm; March 8th 10am~4pm www.buildingflathead.com

This agreement is made on _	between	the FBA, a	nontransferable con	tract to lease	exhibit space wi	th:
Company Name		Co	ntact Name			
Mailing Address			City	State	ZIP	
Office Phone	Cell Phone		Email			
Exhibitor agrees to use the sp	ace to promote the fo	ollowing p	roducts and/or servic	ces		
Exhibit Space	FBA Member Rate		Number of Spaces (10X10)		Total Cost	
Show Rate Reserved by March 4, 2025 (Paid by 3/14/25)	\$525	X		=		
Early Bird Paid by June 30, 2025	\$575	X		=		
Regular Rate Paid by Dec. 15, 2025	\$625	X		=		
Add \$50 Extra	End Cap Booth (if av	railable)		=]
			TOTAL BOOT	TH COST:	\$	_
Special Services: K&J will contact booth size is 10x10 and include Prior-year exhibitors have the fifinal booth assignment.	s a 6ft table. BOOTH L	OCATION:	Booths will be determin	ned on a first-c	come, first-served	basis.
			l amount due for ex			
Balance due in f			of \$200/booth due v 5, 2025 (no refund s			
Terms: A deposit of \$200/booth and is nonrefundable. All space and understand the Showcase G harmless the FBA and its membe liability or damage to persons or	n will hold your booth s s available after the dea uidelines and agree to ers, officers, executive	space(s). The adline reques abide by the officer, and	he remaining balance is ire 100% non-refundab e terms and conditions manager of Home & G	due on or befole payment up as set forth by arden Showcas	ore December 15, oon reservation. II the FBA and agree se from any claims	2025, have read to hold s or
Agreement Authorized & Signed	by					
Please make checks payable to	_			te	Security Code_	
Name on Card			Signature			
Please sign and return to:				TO		

Please sign and return to: Flathead Building Association 40 2nd St East, Suite 202, Kalispell, MT 59901 Kalispell, MT 59901 director@buildingflathead.com



2026 Home & Garden Showcase Guidelines

Booth Set-up and Booth Removal – Please refer to your Exhibitor Handbook for detailed information.

<u>Character of Exhibits</u>- Exhibitors must only display products or services that are sold in their regular course of business. Only products or services that are pertinent to the field of home building, modernizing, decorating, furnishing, landscaping or closely related to this field of activity shall be displayed and/or explained. Each exhibit will comply with and conform to the laws of the United States and the State of Montana and with all the ordinances and regulations of Flathead County.

<u>Sound Control</u>- Loud speakers, radios, television sets, or the operation of machinery or equipment which is sufficient volume to be annoying to neighboring exhibitors are not permitted. P.A. systems used to attract the attention of people passing in front of booths are not permitted.

<u>Combustible Materials</u>- Combustible oils, gases, or charcoal cannot be used as a part of any exhibit without prior written approval. Hot plates, propane grills, or electric skillets are not allowed.

<u>Selling of Products in Booth</u>- Retail selling of products over the counter or a carry-out basis is allowed. Orders can also be taken for merchandise or service to be delivered or rendered at a future date.

<u>Distribution of Literature and Souvenirs</u>- Printing, advertising, souvenirs, etc. may be distributed by exhibitors in the assigned space only.

<u>Sub-letting Space</u>- An exhibitor shall not assign, sublet, or apportion the whole or any part of the space allotted to him, nor exhibit therein any other goods, apparatus, service, advertising signs, etc., other than those manufactured or sold by the exhibitor in the regular course of business without the consent of a Showcase official.

<u>Unoccupied Space</u>- If an exhibitor fails to occupy the space contracted for or fails to comply in any other respect with the terms of the Showcase agreement, Showcase officials have the right to rent such space to any other applicant without releasing the exhibitor from paying the sum agreed upon in his Showcase contract.

Exhibits shall be staffed during all Showcase hours - BOOTH MUST BE STAFFED BY 9:30AM SAT & SUN

<u>Eventualities</u>- In case the exhibition area shall be destroyed by any cause, or in case any circumstances shall make it impossible for Showcase officials to permit the contracted space to be occupied by the exhibitor then the Home & Garden Showcase contract shall terminate, and the exhibitor shall waive any claim for damages or compensation.

<u>Liability</u> - Neither the Flathead Building Association, the employees thereof nor their representatives will be responsible for any claims for damages because of injury, loss or damage that may occur to the exhibitor or the exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the Showcase Exhibit Contract. The Exhibitor on signing the contract expressly releases the foregoing named Association, individuals, representatives, committee, and officials from any or all claims for such loss, damage, or injury. The exhibitor will have public liability insurance to protect the exhibitor and the Flathead Building Association against bodily injury claims or property damage claims and will provide a certificate of insurance in proof thereof to the Flathead Building Association.

<u>Booth Assignments</u>- Showcase management reserves the right to change or alter space assignments, floor plans, and show conditions with notice at their sole discretion for the best interest of the show.

<u>Amendments</u>- Showcase officials shall have full power to interpret and to make or amend these rules. Whatever these rules do not cover, the Showcase committee reserves the right to make such rulings as may appear to be in the best interest of the Show and the exhibitor agrees to accept and abide by such rulings.

Arbitration/Mediation- All claims, disputes and other matters in question arising out of, or relating to this Agreement or the breach thereof, shall be mediated. If the parties cannot agree upon a mediator, then they each shall select a mediator and the two mediators shall together select a third mediator, who will conduct a mediation conference within a reasonable time after the dispute has arisen. If mediation is not successful, then the parties shall select an arbitrator. If the parties cannot agree upon an arbitrator, then the two arbitrators selected by the parties shall together select a third arbitrator. The third arbitrator shall determine the dispute, and his/her decision shall be binding on the parties. The parties shall divide the costs of mediation equally between them unless otherwise agreed in writing. In the event of arbitration, the prevailing party shall be awarded all costs and expenses reasonably incurred in connection with the arbitration, including the arbitrator's fees and reasonable attorney's fees.

<u>Total Agreement Applicable to Successors</u>- This Agreement contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Agreement and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

<u>Attorney's Fees</u>- In the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, including alternative dispute resolution, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including reasonable attorney's fees, whether or not the action or actions proceed to judgment, at the trial level and on appeal.

<u>Jurisdiction</u>- This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Exhibitor agrees to be subject to the sole and exclusive jurisdiction of the Eleventh Judicial District Court, Flathead County, Montana.

<u>Severability</u>- If any provision of this Agreement or of the Exhibitor Handbook is held invalid, the validity of the remainder of this Agreement, or the Exhibitor Handbook shall not be affected thereby. Exhibitor by affixing his/her signatures on the front of this agreement acknowledge they have read the foregoing instrument and fully agree to all terms, conditions and provisions herein above set forth, including the terms, conditions and provisions of the Registration & Exhibitor Agreement and the Exhibitor Handbook.