The Ranch

Rules & Regulations of Facility

- No outside food or beverage will be permitted in the building.
- No tents.
- No open flames.
- No duct or Scotch tape. Only gaff and/or painters tape for affixing signage to building. See building management for questions.
- There are only a few push carts available for vendor use during move-in & move-out. Carts will not be held by staff. You may bring your own.
- Forklifts will be available for vendor use.
- PARKING: Park vehicles in Lot B or Lot H. Do not park in the permit parking lot or vehicle will be towed. Map will be emailed closer to event.
- If using bay doors to move-in vendor must come during allotted time. Schedules will be emailed closer to event.
- No firearms.

NoCo HBA staff will be on site during move-in hours to assist with questions.

If you have any questions regarding the The Ranch list of rules & regulations please contact NoCo HBA at 970-686-2798.
TERMS AND CONDITIONS

1. CANCELLATION AND REFUND POLICY: No refund of space rental fees will be given to the Vendor unless NoCo HBA is able to re-rent the space by December 31. After December 31, no refunds will be given. All cancellations must be in writing to NoCo HBA. If Vendor is unable to occupy their space, has provided written notice to NoCo HBA, and if the space is re-rented, then a refund may be given, less a $50 handling fee, on the following basis: by December 31, 2019—full refund (less the handling fee); after December 31, 2019 no refund will be given. In the event Vendor fails to occupy the booth space contracted before BAM on the first day of the Show, Show Management shall have the right to utilize such space in any manner it chooses. This will in no way release Vendor from its obligations nor shall Vendor be entitled to a refund. Space may be re-sold with no refund.

2. USE OF SPACE: The Vendor is entirely responsible for the space leased and shall not injure, mar, or deface the premises, and the Vendor shall not drive, nor permit to be driven, any nails, hooks, tacks, or screws in any part of the building. Furthermore, Vendor shall not affix to the walls or windows of building any advertisement, signs, etc. or use Scotch tape, masking tape, or any other adhesive type materials on building, unless approved by The Ranch Staff Management. The Vendor agrees to reimburse the facility and/or decorator for any loss or damage to the premises or equipment occurring in the space leased to the Vendor.

The aisles, passageways, and overhead spaces remain strictly under the control of the Management, and no signs, decorations, banners, advertising matter, or special exhibits shall be permitted in them except by written permission of the Management. All booths and their personnel must remain within the confines of their own spaces, and no Vendor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury, or disadvantageously affect the display of other Vendors. No interference with the light or space of another Vendor will be permitted. This includes erecting signage so that it can be read only while facing the booth it advertises. The space contracted is to be used solely for Vendor whose name appears on the contract, and it is agreed that Vendor will not sublet or assign any portion of the same without the written consent of the Management. This includes sharing a booth with another company at no charge.

All demonstrations or promotional activities must be confined within the limits of the purchased space. Noise resulting there from must not interfere with other Vendors. The operation of stereos, radios, televisions, musical instruments, or other equipment must not distract other vendors or be objectionable to them.

3. RULES FOR EXHIBITS:
A. All booths and decorations MUST concur with the facility, city ordinances, and local building and fire codes. Any violations may result in the removal of any materials found to be in violation.

B. RIGHTS OF MANAGEMENT: The Management reserves the right to refuse any application, restrict or remove booths, without refund, that may have been falsely entered, or may be deemed by the Management unsuitable or objectionable on the entire premises. This restriction applies to noise, P.A. systems, persons, animals, conduct, printed matter, or anything of a character that might be objectionable to the Show or the Management.

In event the exhibition is not held, Management shall not be liable for any damages or expense incurred by Vendors in the event the Show is delayed, interrupted, or not held as scheduled; and if for any reason beyond the control of the Management the Show is not held, Management may retain so much of the amount paid by Vendors as is necessary to defray expenses already incurred by the Management.

Management has full and final decision-making authority on the placement of any booth in the Show.

C. TERMS AND CONDITIONS: This contract contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall deemed to exist or to bind any of the parties hereto.

D. ATTORNEY’S FEES: In the event suit or action is brought by any party under this agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to a reasonable fee to be fixed by the trial and appellate courts.

4. SECURITY: We wish to provide the tightest security possible for the protection of Vendor’s properties. However, neither NoCo HBA, the facility management, nor our insurance company are financially liable for loss any kind. We recommend all Vendors contact their insurance company to confirm proper coverage of exhibit materials. Please read carefully the coverage provided by decorators and shipping companies to determine if additional coverage is necessary. Any additional security must be arranged by the Vendor at his or her own expense, directly from the facility.

5. LIABILITY: Neither the 2020 NoCo HBA Home Show, The Ranch, the electrical distribution contractor, the Home Builders Association of Northern Colorado, nor their representatives, nor any member of the above named will be responsible for any injury, loss, or damage that may occur to the Vendor or the Vendor’s employees or property from any cause whatsoever. The Vendor, on signing the contract, expressly releases the aforementioned from any and all claims for such loss, damage, or injury. The facility will be locked during the time that booths are not being shown.

6. INDEMNITY AGREEMENT: The Vendor agrees to fully indemnify, defend and hold harmless NoCo HBA and its officers, agents and members from and all claims or lawsuits arising out of any action or inaction by Vendor that forms any claimed basis for such claim or lawsuit, regardless of whether such claimed basis has merit. Vendor shall be solely responsible for claims or suits brought against Vendor, and Vendor shall not seek to assign or apportion fault to NoCo HBA, or any of its officers, agents or members in the event of a claim or lawsuit brought against Vendor. Each person whose signature appears on the application represents and affirms that he or she has the legal authority to execute this Indemnity Agreement.

Vendor shall comply with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of other applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third-parties (the “Works”), and to the protection of the intellectual property rights associated with such Works. Vendor specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. Vendor agrees to indemnify, defend, protect and hold harmless NoCo HBA of and from all and all manner of Losses arising in any way from the use by Vendor of proprietary intellectual property of third parties under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display, or performance by Vendor, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, and all other publication, display or performance means whatsoever.