

# **WMA 2022 Annual Convention & Tradeshow Exhibit Contract Terms, Conditions, Rules & Regulations**

## **PURPOSE**

The WMA Annual Convention and Tradeshow provides a networking forum to link millwork industry professionals, to educate and exchange information, and satisfy business needs with the finest products and services.

## **DESCRIPTIONS**

- 1) "Exhibitor" refers to the company, entity or individual that applied for exhibit space and each of its officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable.
- 2) "Event" or "Show" refers to the 2022 WMA Annual Convention and Tradeshow.
- 3) "Facility" refers to the Las Vegas Convention Center, Las Vegas, NV.
- 4) "Show Management" or "WMA" refers to WORLD MILLWORK ALLIANCE.

## **CONTRACT**

The Exhibitor agrees to abide by these Terms, Conditions, Rules and Regulations and all amendments thereto and those decisions of Show Management. The Application for Exhibit Space becomes a binding contract between WMA and Exhibitor upon WMA's issuance of a confirmation to Exhibitor and receipt of full payment. The authorized individual, who accepts the terms of the Agreement on behalf of the Exhibitor, warrants that he or she is authorized to enter into contracts that are binding the Exhibitor.

## **EXHIBIT RULES AND REGULATIONS**

### **EXHIBIT PRIVILEGE AND SHOW WORTHINESS**

1. Exhibit privilege is open to manufacturer or supplier firms who are currently selling products or providing a service(s) to the millwork industry or related to the industry.
2. Unethical conduct or infraction of the Rules by an exhibitor or its representative will subject the exhibitor and/or its representative(s) to removal from the exhibit hall, in which it is agreed there will be no refund from WMA.
3. Show Management has the right to refuse to permit an Exhibitor which, in its sole opinion, violates the Rules and Regulations to participate in one or more future WMA Shows by reason thereof.
4. Official exhibits booths will be located at The Las Vegas Convention Center. The display of products outside of the exhibitor's contracted booth space is prohibited. This includes but is not limited to empty booths, meeting rooms, company suite(s), or elsewhere.
5. The exhibitor agrees that to stimulate and promote maximum attendance and participation of attendees during exhibit hall hours, the exhibitor will not show product outside the exhibit hall, or schedule, plan, convene, conduct, and participate in any meeting, presentation, tours, or social event outside the exhibit hall during the official exhibit hall hours. An exhibitor, who does not abide by the Rules & Regulations, will be asked to forfeit their booth at the exhibiting company's expense.
6. Only exhibitors who have contracted with the Association for exhibit space in the Show are permitted to display or demonstrate any products, processes, or services, to solicit orders, wear official exhibitor identification, or to distribute advertising or other materials at the Show. Any attendees who are observed to be soliciting business in the aisles or public spaces or in exhibit space contracted for by others will be promptly removed from the show. Violators will not be allowed to return to the show and no refunds will be made. Additional penalties may apply. WMA asks that both attendees and exhibitors report any violations they may observe to show management. WMA's *Suitcasing Policy* is available on the WMA website.
7. Show Management has absolute discretion to exercise these rights.

\*World Millwork Alliance and The Las Vegas Convention Center reserve the right to update, modify, or alter the COVID-19 Safety Protocol in the best interest and safety of show exhibitors and event attendees.

## **COMPLIANCE WITH RULES AND REGULATIONS**

Exhibitor hereby agrees to be bound by all Association and event facility rules and regulations outlined here, in the Exhibitor Service Manual, and any additional rules, regulations, and information as may be adopted by WMA or the event facility. Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations of the event facility; (ii) any rules or regulations of the event facility; (iii) the terms of all leases and agreements between WMA and the managers or owners of the event facility and any other party relating to the Show; and (iv) all Federal, state, and local laws, codes, ordinances, and rules; without limiting the foregoing, Exhibitor shall construct its displays to comply with the American with Disabilities Act. Exhibitor is responsible for ensuring any of its subcontractors and/or agents are also in compliance with all rules and regulations per this section of the contract.

## **SAFETY PRECAUTIONS:**

Exhibitors are responsible for obtaining and complying with all safety regulations and should give special attention to those regulations pertaining to motorized vehicles, exhibit and decorating materials, and storage of empty containers. Further, all construction material must conform to standard safety practices. All display material and decorations must be flameproof; no combustible decorations, such as crepe paper or tissue paper, cardboard, or corrugated paper, may be used at any time. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind displays. All electrical equipment must be in good operating condition and must meet the requirements of all applicable safety codes. Displays are subject to inspection and approval for safety by the event facility and by the local fire department.

## **EXHIBIT MODIFICATIONS:**

The Association may exclude or require modification of any display or demonstration that, in its sole discretion, it considers unsuitable to or not in keeping with the character of the Show. The Association may prohibit the use of amplifying equipment of music that, in its sole discretion, it considers objectionable. The Association may demand modification of the appearance or dress of persons or mannequins used in connection with displays or demonstrations. Exhibitors questioning whether their product or display is in keeping with the Show's standards are advised to write to Show Management and to forward an artist's rendering of the proposed display for prior approval.

## **FLOOR COVERING:**

All exhibitors, without exception, must provide carpeting or other suitable floor covering (in accordance with regulations or as approved by Show Management) for their exhibit area.

## **IRREGULAR ACTIVITIES:**

No activities will be permitted in any exhibit space that are contrary to law or the rules of the Show, or which will disturb exhibitors in the immediate area. Show management reserves the right in its sole judgement to prohibit or close any display or activity because of noise, odors, or other disturbing features which may be offensive to other exhibitors or attendees. This discretionary right of Show management also applies to any display or demonstration by any exhibitor that results in the obstruction of line-of-sight or access to a nearby exhibitor's exhibit space.

## **WAIVER/SEVERABILITY/TERMS OF FACILITY CONTRACT:**

Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Contract. The rights of Show management shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Show management. In the event any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision(s) and such invalid provision shall be deemed to be severed from the Contract. Notwithstanding anything to the contrary stated herein, Exhibitor agrees that this Contract is subject to the terms of the agreement between WMA and the facility and to the terms of all agreements between Show management and any other party relating to the Show. Exhibitor shall not undertake any act or fail to fulfill any obligation which shall be in violation of said agreement.

**PROHIBITION OF SALES:**

Exhibitor agrees to restrict all sales activities on the Show floor to order taking only and only within the confines of the contracted exhibit space. The delivery of merchandise or the receipt of payment for such merchandise is strictly prohibited on the Show floor.

**RESTRICTED PROMOTION ACTIVITIES:**

Exhibitors must remain within their own exhibit space when distributing literature, product samples, or other materials. Company information dissemination or promotion in any way is strictly forbidden at show entrances, registration areas, education events, or public areas within the event facility or official Show hotels, which includes hotel room drops. Any flyers, brochures, signs, etc. found in any location other than the exhibiting company's contracted exhibit space will be returned to the Exhibitor by Show management. Exceptions may be made for official event sponsors, at the discretion of Show management.

**"OUTBOARDING":**

Outboarding is defined as marketing, sales and hospitality events conducted by exhibitors and others capitalizing on the presence of buyers and/or sellers attending the original show without previously notifying the original show organizer and finalizing arrangements that benefit both parties. This practice is considered unethical. It includes practices such as "coat-tailing", "piggy-backing", co-location of events, and large-scale hospitality events, particularly during show hours. No show exhibitor shall hold any such meetings or events that conflict with the show hours or official show events unless show management has given prior approval.

**LATENESS/FAILURE TO OCCUPY SPACE:**

Space not occupied by 8:00 AM Tuesday, October 18, 2022, shall be considered forfeited by the exhibitor and the space may be resold, reassigned, or used by WMA without refund, unless prior approval for late occupancy is obtained in writing from WMA. If the exhibit materials are on hand, WMA reserves the right to assign labor to set up any display that is not in the process of being erected by 8:00 AM, Tuesday, October 18, 2022, and to instruct that they be billed for all charges thus incurred.

**VACATING THE FACILITY:**

After the show, by 5:00 PM Saturday, October 22, 2022, exhibitor shall vacate the event facility and exhibit space and return the facilities, space, and any equipment or fixtures in the same condition and repair as originally furnished to the exhibitor, normal wear and tear accepted. If the event facility and exhibit space is not so vacated, then the Association and/or the event facility is authorized, at the expense of the exhibitor, to remove and store or return to exhibitor or, unless the exhibitor's failure is due to a force majeure event beyond the exhibitor's control such as strike, Act of God, national disaster, etc., to treat as abandoned and discarded property and dispose of all goods, wares, merchandise and property of the exhibitor. The Association and/or the event facility shall not be liable for any damages or loss to such goods, wares, merchandise, or other property which may be sustained either in the course of such removal, or in the course of transit, or by virtue of the Association's and/or the event facility's disposal of the property. The exhibitor hereby expressly releases Association and/or the event facility from any such claims for damages of whatever kind or nature.

**LIABILITY AND INDEMNIFICATION:**

Exhibitor agrees that the Association shall not be liable for any claims, theft, losses, damages, death, injuries, or liability which may be sustained by any person who may be on the premises leased by or assigned to the exhibitor, including but not limited to any subcontractor, agent, employee, patron, or guest of the exhibitor, or any other person or entity. Exhibitor agrees that it will hold harmless, indemnify, and defend the Association, its officers, directors, employees, and agents, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses, and judgement of any nature whatsoever (including attorneys' fees and costs) that arise from any act or omission of, or breach of this contract by, the exhibitor or any of its employees, agents, subcontractors, patrons, or guests. In no event will the Association be liable to exhibitor for any reason or cause of action, whether in contract or tort, for more than the total amount of the

fees paid to the Association by the exhibitor. Under no circumstance shall the Association be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive, or special damages or awards.

**INSURANCE:**

All exhibitors are required to carry comprehensive general liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. If a vehicle is displayed in their space, Exhibitors must carry an auto policy with the same limits of liability. Certificates of Insurance detailing liability amounts and naming WMA and the National Glass Association, and its officers, directors, employees, volunteers, and agents as additional insured, **MUST** be submitted to the Association by September 16, 2022. **EXHIBITORS WILL NEED TO LIST WORLD MILLWORK ALLIANCE AS THE PRIMARY AND THE ADDITIONAL INSURED WILL BE THE NATIONAL GLASS ASSOCIATION AND THE LAS VEGAS CONVENTION CENTER ON THEIR CERTIFICATE. IF WMA DOES NOT RECEIVE A CERTIFICATE OF INSURANCE, IT WILL BE REQUIRED THAT THE EXHIBITOR COMPANY OBTAIN A CERTIFICATE OF INSURANCE ONSITE WITH THE COMPANY "RAINPROTECTION" FOR \$94.00 PER DAY.** It is understood and agreed that all coverage provided by the exhibitor is primary to any insurance or self-insurance program the Association has and the exhibitor and its insurance carrier shall have no right of recovery or subrogation against the Association. The coverage and limits set forth above are considered minimum requirements and in no way limit the liability of the exhibitor. Notwithstanding the above minimums, NGA and WMA reserves the right to require an insurance policy more than the amounts stated.

**SECURITY:**

The Association shall not be in any way liable or responsible for any loss or disappearance of any object, item, good or materials of any kind, from exhibitor's exhibit space or from the event facility, except for such loss or disappearance as is due to the intentional and tortious theft committed by employees of the Association. The Association and the event facility may provide certain security services, including providing advice on security measures, as a convenience to exhibitors, but the responsibility for the security and safety of an exhibitor's exhibit space, product, and property rests solely with the exhibitor.

**CANCELLATION OF SHOW:**

It is mutually agreed that, if the show is cancelled for any reason, then this contract will automatically be terminated, and show management will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.

**FORCE MAJEURE:**

The WMA shall have no liability or responsibility of any kind for performance or failure to perform, or the event facility, due to fire, strikes, picketing, embargo, injunction, act of war, act of God, governmental regulations, emergencies, communicable diseases, a pandemic, and any act beyond the control of WMA, or any causes which would prevent its scheduled opening or continuous operation, WMA reserves the right to terminate the WMA Annual Convention & Tradeshow in its entirety and WMA Management shall determine an equitable basis for any refund of such portion of the exhibit fee as is possible, after due consideration of expenditures and commitments already made. Should WMA relocate the event no refund will be issued.

**SUCCESSORS AND ASSIGNS:**

Exhibitor may not assign this contract except with the prior written consent of WMA. If exhibitor changes management or is purchased by another company/organization, this contract becomes binding on such company/organization as a successor to the exhibitor, subject to the approval of WMA.

**GOVERNING LAW AND FORUM**

Each applicant for exhibit space and exhibitor agrees that any legal application of or interpretation of these Exhibit Hall Rules shall be governed by the law of the State of Florida without consideration or application of that State's conflict of law provisions and that the sole jurisdiction and venue for any such proceeding shall be the appropriate United States Federal District Court sitting in Tallahassee, Florida or State Court sitting in Tampa, Florida to which jurisdiction and venue each applicant and exhibitor hereby agrees to submit.

## REGISTRATION BADGES AND EXHIBIT HALL ADMITTANCE

1. All exhibitors must register for the WMA Annual Convention & Tradeshow. A registration badge is required for entry in the exhibit hall, all convention events, and activities. Attendees must wear their badge at all times.
2. Exhibiting company employees working the booth during show hours should be direct employees of the exhibiting company and **must register as an attendee to obtain a badge**. Exhibitors' **setup passes** are only valid for exhibit setup and dismantling during scheduled hours.
3. No exhibitor shall register a non-employee or a Manufacturer Representative under their company. **Manufacturer Representatives must qualify and register under their own company name even if they work a manufacturer's booth**.
4. A member manufacturer company who owns multiple company locations; whereby these locations are not an association member, must register as non-member attendee until which time these additional company locations have obtained association membership for each company.
5. **BADGE SWITCHING:** It is not permitted to loan or trade badges with anyone. The result would be expulsion from the event.
6. **EXHIBIT HALL BADGES:** Three (3) exhibit hall badges are provided to the exhibiting company personnel for booths up to 300 square feet. Five (5) exhibit hall badges are provided to the exhibiting company personnel for a 400 square foot booth space. The badges allow access to the exhibit hall during move-in, show hours, and move-out, exhibit hall badges **do not provide access to other show program events**. Additional exhibitor badges can be purchased at \$75.00/per person. WMA does not allow exhibitors to have more than one badge per person. Sharing of badges is NOT permitted and is a violation of the show rules and regulations.

## BOOTH SPECIFICATIONS & CO-EXHIBITING

1. A typical booth is 10'x10' (100 sq. ft.). WMA will provide side and back draperies. **Exhibitors must order carpet for their booth. Exhibitors are responsible for booth carpeting and any other exhibiting needs.** An exhibitor may select any number of 10' x 10' booths in a row for their booth (example: 10'x20'; 10'x30'; etc.). WMA will make every effort to accommodate booth requests. **All exhibitors having 300 or more square feet must request an ID Sign from Freeman.**
2. **ISLANDS:** WMA will offer a 20'x20' (400sf) Island booth. Please refer to the exhibit hall floor plan layout when selecting booth choices. A company must purchase the entire island to select the location.
3. Exhibitors may choose to share exhibit space with another member exhibitor. **Each exhibiting company is required to submit a separate contract. The co-exhibiting fee is \$500.00 per company, and it includes separate listings in the show program.** Related companies and company divisions are not permitted to exhibit unless a member of WMA. A maximum of two eligible contracted exhibitors will be allowed to occupy a single 20'x20' space. Exhibitor shall not assign, sublet, or share the whole or any part of its exhibit space with any member company without a Co-Exhibitor agreement.
4. **END-CAP BOOTH:** An End-Cap Booth is exposed to aisles on three sides and composed of two booths. **WMA does not allow End-Cap booths.** If booth space selections on a contract reflect End-Cap Booths, WMA will designate appropriate booth space.

## ASSIGNMENT OF BOOTH SPACE

1. Anyone desiring to exhibit at the Show must submit an exhibitor contract with the Association. This contract for exhibit space, if accepted, constitutes an agreement (the "Contract") between the exhibitor/company ("Exhibitor") and the Association.
2. The opportunity to exhibit at the Show is generally available to companies' providing products or services specific to the glass, window, millwork, and door industries. However, the Association has ultimate authority to determine the eligibility of any company or product for inclusion in the Show, in its sole discretion, under any circumstance, to serve the best interest of the show. Exhibiting companies must be a member in good standing with WMA to obtain the member booth rates. If a company defaults on their 2022 membership, they are responsible for the difference in booth fees set for non-members.

3. Show management will make every effort to assign the Exhibitor to one of its requested spaces; however, show management has the absolute right to allocate and assign space and exhibitors and to relocate exhibitors after initial assignment, as it deems necessary or advisable. Exhibit space reservations will not be accepted after **Friday, October 7, 2022**. There is no guarantee that the Exhibitor will be assigned the exhibit space location(s) requested on the Contract. Every effort is made to accommodate exhibitor requests for space and position on the floor. The seniority rule will prevail in the assignment of space.
4. Payment in full is required with the signed Contract **before** booth space will be assigned. WMA will not hold any booth space without full payment. The exhibit booth contract must be accompanied by 100% of the full payment. WMA will not hold any booth space without full payment.
5. When an Exhibitor does not want booth space assigned near competitors as stated on the Contract, Show Management will make every effort to fulfill the booth selection choice(s) and to place an exhibitor at a reasonable distance from its competitors; however, booth selection options may be compromised. WMA Show Management has the right to assign a booth location other than what has been requested.
6. When considering booth selection options, it is recommended an exhibitor with 1-15 years of seniority designate more than one preference for exhibit booth space. Remember there are exhibitors with 30 and 40 plus consecutive years exhibiting.
7. Exhibit booth space will be assigned in April 2022. WMA reserves booth space for applicants on a seniority basis of *consecutive years* exhibiting with WMA. To take advantage of seniority for booth placement, booth contracts and payment must be received by March 31, 2022. Contracts received after March 31, 2022, will be filled on a space available basis.
8. Show Management has the right to change the floor plan (including, but not limited to aisle spaces) and/or move an assigned exhibit booth space without notice, to comply with fire, safety, and accessibility regulations or to provide, in its exclusive judgment, a safer, more suitable, appealing, and successful Show.
9. The exhibitor may request to enlarge an assigned exhibit space at any time by submitting a written request to the association. Show management will attempt to accommodate requests for exhibit size enlargements until Friday, October 7, 2022. If a request can be accommodated, payment for any additional space **must** be made at the time the increase is requested.

#### **CANCELLATION OF BOOTH SPACE**

1. The Association also reserves the right to reject any application or cancel any contract for space for any reason.
2. A non-refundable cancellation fee equal to 50% of the total cost of the exhibit space, less any processing fees, will be assessed for withdrawal, reduction, or cancellation of booth space prior to March 31, 2022. Refunds will be processed at the conclusion of the show. If exhibitor withdrawals, reduces, or cancels AFTER March 31, 2022, THERE WILL BE NO REFUNDS. NO EXCEPTIONS. These amounts are agreed to be liquidated damages to compensate for the harm WMA will suffer due to Exhibitor's withdrawal, reduction/cancellation and are not a penalty. Any withdrawal, reduction or cancellation made after March 31, 2022, shall be considered a default on the Exhibitors part, and Exhibitor shall remain liable for and shall pay to Show Management, the total cost of the Exhibit space. All changes must be received in writing to WMA including withdrawal, reduction, or cancellation of booth space. Exhibit booth cancellation prior to March 31, 2022, the following seniority rules apply; One year not exhibiting – 25% loss in seniority; two consecutive years not exhibiting – 50% loss in seniority; three consecutive years not exhibiting – 100% loss in seniority; exhibit booth cancellation after March 31, 2022, no refunds; however, full seniority is retained.

### BOOTH SET UP, SHOW HOURS, & DISMANTLING

1. The Las Vegas Convention Center will be available for occupancy for booth setup by the Exhibitor on the following dates and times. The dates and times listed below are tentative. *Check the WMA website for updates and confirmation of setup and exhibit hall hours and the complete event program and any changes.*
2. Exhibitors will gain access to the exhibit hall 2 hours prior to the Exhibit Hall opening to prepare for attendees. **Please note, this time is not for completion of booth setup.** We appreciate exhibitor cooperation.
3. Any exhibitor gaining access or found inside the exhibit hall setting up their booth during unscheduled setup hours, will be subject to forfeit their booth at the exhibiting company's expense.

DAY	EVENT	HOURS
Friday 10/14	Exhibitor Set-Up	12:00 pm – 5:00 pm
Saturday 10/15	Exhibitor Set-Up	8:00 am – 5:00 pm
Sunday 10/16	Exhibitor Set-Up	8:00 am – 5:00 pm
Monday 10/17	Exhibitor Set-Up	8:00 am – 5:00 pm
Tuesday 10/18	Exhibit Hall Open	10:00 am - 5:00 pm
Wednesday 10/19	Exhibit Hall Open	10:00 am - 5:00 pm
Thursday 10/20	Exhibit Hall Open	9:00 am - 1:00 pm
Thursday 10/20	Exhibit Tear Down	1:00 pm - 10:00 pm
Friday 10/21	Exhibit Tear Down	8:00 am – 1:00 pm
Saturday 10/22	Exhibit Tear Down	8:00 am – 5:00 pm

4. The exhibit hall will only be open during official exhibit hours and exhibits must remain open during this time.

### EXHIBIT SERVICE MANUAL AND EXHIBIT GUIDELINES

Exhibitor Service Manual: Prior to the Event, Freeman will provide access to an online Exhibitor Service Manual to the "Primary Contact" listed on the front of this Contract. The Exhibitor Service Manual will include information integral to participation at the Exhibition, including but not limited to additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules. All rules and regulations stated in the Exhibitor Service Manual hereby are incorporated into this Contract by reference.

1. All booths will be checked for compliance with the following guidelines listed and exhibition management decisions are final. Product display height restrictions (including signage):

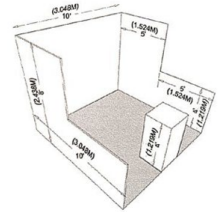
a. **LINEAR BOOTHS: 8' MAX. DISPLAY HEIGHT**

Regardless of the number of Linear Booths utilized, (e.g., 10'x20', 10'x30', etc.) display materials should be arranged in such a manner so that they do not restrict the exhibit aisle and are limited to placement in the contracted space. The maximum height of eight feet in the remaining space forward to the aisle (See Figure 1). When three or more Linear Booths are used in combination as a single exhibit space, the four-foot (4") height limitation is applied only to that portion of the exhibit space which is within ten feet (10") of an adjoining booth.

b. **PERIMETER BOOTHS: 12' MAX. DISPLAY HEIGHT**

All guidelines for Linear Booths apply to Perimeter Booths with the exception, the maximum back wall height is twelve feet (12') (including signage)

Figure 1 - Product display height restriction (including signage)



- c. **ISLAND BOOTHS:** Hanging signs and graphics are only permitted in Island booths, with maximum height of twenty feet (20'), whether suspended from above or supported from below.

2. Pipe and drapes are used to define exhibits and is not intended as a display fixture. Therefore, product and signs should not be attached or affixed.
3. Canopies, including ceilings, umbrellas, and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or for hanging products). The base of the canopy should not be lower than seven feet (7') from the floor within five feet (5') of any aisle. Canopy supports should be no wider than three inches (3'). This applies to any booth configuration that has a sightline restriction, such as, a Linear booth.
4. A Tower is a freestanding exhibit component separate from the main exhibit fixture. The height restriction is the same as that which applies to the appropriate exhibit configuration being used. Towers more than eight feet (8') should have drawings available for inspection.
5. A multi-story exhibit is a booth where the display fixtures exceed twelve feet (12'), including Double-decker and Triple-decker booths. In many cities, a multi-story exhibit requires prior approval by the exhibit facility and/or relevant local government agency because it is deemed to be a "structure" for building purposes. The city building department generally needs to issue a building permit based on an application and drawings prepared and submitted by a licensed architect or engineer. Exhibitors should obtain local building regulations early on to ensure that all time constraints are met.
6. All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers or installation/dismantling equipment such as forklifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Refer to local building codes that regulate temporary structures. Exhibitors should ensure that any display fixture such as tables, racks, or shelves are designed and installed properly to support the product or marketing materials to be displayed upon them.
7. The facility prohibits materials, signs, products or other items to be affixed or attached to convention center walls/wall panels, columns, doors, or floors; this includes, but is not limited to adhesive backed decals, tape, stickers, pushpins and staples. Products such as doors, windows, or otherwise are not to be leaned against convention center walls/wall panels including but not limited to exhibit booths, tables, and chairs. Should damage occur due to non-compliance, damage fees will be at the expense of the exhibitor.
8. All materials used in display construction or decorating should be made of fire-retardant materials and be certified as flame retardant. Samples should also be available for testing. Materials that cannot be treated to meet the requirements should not be used. A flame proofing certificate should be available for inspection. Exhibitors should dispose of any waste products they generate during the exhibition in accordance with guidelines established by the Environmental Protection Agency and the Facility.
9. Electrical service is not included in exhibit space. The facility is the exclusive provider for all electrical. Please refer to the facility order form.



10. Exhibitors should adhere to the following suggested minimum guidelines when determining booth lighting and consult with a professional.
  - No lighting, fixtures, lighting trusses or overhead lighting are allowed outside the boundaries of the exhibit space.
  - Exhibitors intending to use hanging light systems should submit drawings to the Facility management for approval.
  - Lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibit booths or exhibition aisles.
  - Lighting which is potentially harmful, such as lasers or ultraviolet lighting, should comply with facility rules and be approved in writing by Facility.
  - Lighting that spins, rotates, pulsates and other specialized lighting effects should be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the event.
11. Exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Exhibitors should remember that using sound equipment is a privilege and not a right. WMA Exhibition Management reserves the right to determine at what point sound constitutes interference with others and must be discontinued by adhering to the following: Speakers and other sound devices should be positioned to direct sound into the booth rather than into the aisle and may not obstruct aisle view or that of neighboring exhibitors. There will be one warning issued about objectionable sound levels. Any further objectionable sound levels will result in the exhibitor being required to discontinue the activities responsible for the sound levels.
12. Fire regulations in most exhibit facilities prohibit storing product, literature, empty packing containers or packing materials behind back drapes or under draped tables. In most cases, however, exhibitors may store a limited supply of literature or product appropriately within the booth area, so as long as these items do not impede access to utility services, create a safety problem, or look unsightly.
13. Filming, videography, and photography in the exhibit hall are strictly prohibited unless written consent has been obtained from WMA.
14. Exhibitor is prohibited from selling, serving, or dispensing of any food or beverage products. Food and beverage are not permitted onto the premises of the Facility from any other provider. Any food or beverage provided in the exhibit booth must be supplied and prepared by the Facility.
15. Balloons, glitter, and confetti are prohibit in the Facility.
16. Live animals of any kind (excluding Service Animals) are not allowed on the exhibit floor.
17. Exhibitor promptly shall pay the cost of all damage it causes to the Facility, booth equipment or property of another party.
18. Exhibitor shall pay the costs of the services of any structural engineer required by Exhibition Management in connection with the Exhibitors exhibit.
19. If exhibitor or its representative has an outstanding balance of any type payable to Exposition Management, it will not be permitted to install or setup its exhibit. No exhibits may leave the Exposition at any time after installation until the final closing of the Exposition unless special written permission is obtained in advance from Exposition management.
20. Smoking is not permitted inside the Facility or within 25 feet of any entrance. Smoking is restricted to designated (outside the facility) smoking areas only.
21. Exhibits must remain open during official exhibit hall hours. Actual occupancy of the Exhibitor's exhibit space by the exhibitor is required. All exhibits/displays must remain staffed and fully intact until the hall is announced officially closed on Thursday, October 20, 2022, at 1:00 p.m., premature dismantling will result in loss of seniority points.
22. There is limited security in the exhibit hall. Exhibitor are encouraged not to bring, or leave, valuables into the exhibit hall. WMA assumes no responsibility for lost or damaged items including equipment, product, valuables, or any other items. Lost or damaged items may be reported to WMA staff or to hall security.
23. The facility does not allow drilling into concrete show floor. Therefore, your platform flooring may not be stabilized in this manner. Please contact engineering and Freeman decorating to discuss anchoring alternatives. Note that these limitations make it extremely difficult to incorporate platform flooring into any in-line (Linear) display. Show management recommends it NOT be used at all, and if necessary, only as part of an Island booth configuration.

## **EXHIBITOR "MILESTONE" RECOGNITION**

The Association will recognize long time exhibiting members on their exhibiting Anniversary of the 20<sup>th</sup>, 40<sup>th</sup> and 50<sup>th</sup> year.

## **MUSICAL ENTERTAINMENT**

Booth entertainment and music protected by copyright must secure and produce proper licensing agreements to the Facility. All live musical performances and all uses of recorded music must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and any other agency responsible for licensing such music. Recorded music includes, but is not limited to, records, tapes, compact disks, videotapes, MP3s, or computer presentations with either featured or background music.

## **COMPLIANCE WITH LAWS AND REGULATIONS/FIRE INSPECTION**

Exhibitor is responsible for being knowledgeable of and in compliance with all applicable federal, state, and local laws and regulations and all rules and regulations of the Facility while participating in the Show and any activities in connection there with, including, but not limited to, privacy and confidentiality requirements. Show Management has no responsibility for Exhibitor's compliance with applicable laws, rules, and regulations; compliance is mandatory and is the sole responsibility of the Exhibitor.

Exhibitor and all its service contractors and any other parties exhibiting or working in the Facility must comply with all applicable federal, state, and municipal building and fire codes, and all exhibits must pass Fire Department inspection before the opening date. Any questions regarding specific situations should be referred to the Facility's Event Services Department sufficiently in advance of the opening of the Show to enable that Department to address any problems prior to the opening.

## **WITHDRAWAL, CANCELLATION, REDUCTION, REFUNDS**

A non-refundable cancellation fee equal to 50% of the total cost of the exhibit space, less any processing fees, will be assessed for withdrawal, reduction, or cancellation of booth space prior to March 31, 2022. Refunds will be processed at the conclusion of the show. If Exhibitor withdraws, reduces, or cancels AFTER March 31, 2022, THERE WILL BE NO REFUNDS. NO EXCEPTIONS. These amounts are agreed to be liquidated damages to compensate for the harm WMA will suffer due to Exhibitor's withdrawal, reduction/cancellation and are not a penalty. Any withdrawal, reduction or cancellation made after March 31, 2022, shall be considered a default on the Exhibitor's part, and Exhibitor shall remain liable for and shall pay to Show Management, the total cost of the Exhibit Space. All changes must be received in writing to WMA including withdrawal, reduction, or cancellation of booth space. Exhibit booth cancellation prior to March 31, 2022, the following seniority rules apply: One year not exhibiting - 25% loss in seniority; two consecutive years not exhibiting - 50% loss in seniority; three consecutive years not exhibiting - 100% loss in seniority; exhibit booth cancellation after March 31, 2022, no refunds; however, full seniority is retained.

## **ASSUMPTION OF RISKS AND RELEASE**

Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the Show, including, without limitation, all risks of theft, loss, harm, damage, or injury to the person (including death), property, business, or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Show Management nor the Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Show Management nor the Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to take legal action on any of them with respect to, all risks, losses, damages, and liabilities described in this paragraph.

## **RELEASE AND INDEMNIFY**

The exhibitor, for itself, its successors and assigns, hereby release WMA from any and all claims of every sort it may have against WMA based upon, arising out of, or in connection with exhibitor's occupancy and use of the tradeshow premises, or any action or inaction of nature of WMA in connection with or related to the event, including, but not limited to, loss, theft, damage, destruction, delay or non-delivery of goods, display material and other effect; any injury to exhibitor, its employees, agents, representatives or guests while on the event premises; any damage to exhibitor's business by reason

of failure to provide space for the exhibit or removal of exhibit; and failure to hold the event as scheduled. Exhibitor agrees to indemnify and hold forever harmless WMA from all damage, loss, liability, claim, or expense (including legal fees) based upon, arising out of or in connection with (1) the violation of any law or ordinance by the exhibitor, its employees, agents, representatives, guests, or other holding under the exhibitor; (2) failure by exhibitor or any such persons to comply with all applicable terms and conditions contained in these rules, or in the agreement between the meeting facility and WMA regarding the event; and (3) exhibitor's occupancy and use of event premises or apart thereof.

#### **LIMITATION OF LIABILITY**

Under no circumstances shall Show Management or the Facility be liable for any lost profits or any incidental, special, indirect, punitive, or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Show Management's maximum liability under any circumstances exceed the amount actually paid to Exposition Management by Exhibitor for exhibit space pursuant to this Contract. Exposition Management makes no representations or warranties, express or implied, regarding the number of attendees to the Exposition, or regarding any other matter.

#### **AMENDMENTS/ADDITIONAL RULES AND REGULATIONS**

All matters pertaining to the Show that are not specifically addressed in this Contract shall be subject to determination by Show Management in its sole discretion. Show Management shall have full power in the interpretation and enforcement of all matters contained herein, and the power to make, from time to time, such reasonable amendments thereto and such further rules and regulations as it shall consider necessary or desirable for the proper conduct of the Show. Any such additional rules and regulations are an integral part of this Contract and are hereby incorporated into this Contract by reference. Exhibitor shall adhere to additional rules and regulations upon notification. This Contract, including any additional rules and regulations made by Show Management, states the entire agreement of the parties with respect to its subject matter.

#### **AMERICANS DISABILITIES ACT (ADA)**

All exhibiting companies are required to follow the Americans with Disabilities Act (ADA), its regulations and guidelines and without limiting the foregoing agrees to construct and operate its exhibit in compliance with the ADA. ADA compliance is mandatory! Anyone at the show with a disability must be able to enter your booth space without difficulty. If you have a platform flooring, you must provide a stable and slip-resistant ramp at least 3 ft wide to allow wheelchair access and keep display items at a reasonable distance for them to pass up and down the ramp. In addition, the ramp must be within your booth space and not extend into the aisle. If you have platform flooring and do not have a ramp included in your design, you will need to amend your design on site at your own expense before the show can open.

#### **EXHIBITOR LISTINGS/PHOTOGRAPHS**

By participating in the Show, Exhibitor grants to Show Management a perpetual, fully paid, non-exclusive license to use, reproduce, and display its name, trade name(s), and the name(s) of its product(s) and service(s) in any directory or other listing of Show exhibitors in all media, including, without limitation, print and electronic media. In no event shall Show Management be liable for any errors or for the omission of Exhibitor from any directory or other listing. Exhibitor agrees to allow WMA or Show Management to photograph or video record Exhibitor's exhibit and workers, before and during the event for WMA marketing and promotional purposes. Exhibitor warrants that it owns all intellectual property, that it will use at the Show or that it otherwise has the legal right to use the intellectual property, pursuant to a valid license agreement.