

# **WMA 2023 Millwork Convention & Tradeshow**

## **Exhibit Contract Terms, Conditions, Rules & Regulations**

### **A. 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.

### **B. DEFINITIONS**

As used herein:

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 2023 WMA Annual Convention and Tradeshow.
3. "Facility" refers to the Kentucky International Convention Center, Louisville, KY.
4. "Show Management" or "WMA" refers to WORLD MILLWORK ALLIANCE.

### **C. CONTRACT**

By checking the "I Accept" box on the Exhibitor Contract and signing the WMA Exhibitor 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.

### **D. EXHIBIT PRIVILEGE AND SHOW WORTHINESS**

It is understood and agreed by Exhibitor that the Show is undertaken by WMA primarily for the education of its members, who represent all aspects of the millwork industry. To this end, Exhibitor agrees as follows:

1. To exhibit only products manufactured by the Exhibitor in the regular course of its business, comprising millwork materials, equipment, other millwork components, services pertinent to the millwork industry.
2. To display such products or services in a tasteful manner which is intended to describe and depict the advantages of using such products and services.
3. 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.

Show Management reserves the right:

1. To prohibit unethical conduct or infraction of the rules by an Exhibitor or its representative resulting in the removal of the Exhibitor and/or its representative(s) from the exhibit hall, in which it is agreed there will be no refund from WMA.
2. To prohibit any exhibit or part thereof which, in its sole opinion, violates this Contract or in any other way, is not suitable to, or in keeping with the character and spirit of the Show.
3. 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 Kentucky International 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. To change the floor plan (including, but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations or to provide, in its exclusive judgment, a safer, more satisfactory, attractive, and successful Show.
6. An Exhibitor, who does not abide by the Rules & Regulations, will be asked to forfeit their booth at the exhibiting company's expense.
7. To promptly remove from the Show any non-exhibiting attendee who is observed to be soliciting business in the aisles or public spaces or in exhibit space contracted for by others and who not be allowed to return to the show and no refunds will be made. This is based on WMA's *Suitcasing Policy* made available on the WMA website and is part of the terms and conditions and show guidelines and it is understood that only Exhibitors who have contracted for exhibit space in the Show are permitted to display or demonstrate any products, processes, or services, wear official Exhibitor identification, or to distribute advertising or other materials at the Show.
8. To terminate or interrupt Exhibitor's use of or access to the space or remove an attendee from Show, as a result of or arising from information possessed or threat(s) received by Show Management or the Facility concerning an imminent

danger to any part of the Facility or any occupant or guest therein or in any property immediately adjacent thereto, and Show Management shall not be responsible for any liability arising from any such termination or interruption of an attendee or Exhibitors use of or access to the space.

9. Show Management has absolute discretion to exercise these rights. Provided, however, that the taking by Show Management of any one or more of the above actions shall not limit in any way other remedies available to Show Management provide elsewhere in this Contract or provide by law.

## **E. EXHIBIT RULES AND REGULATIONS**

In order to provide a well-balanced, well-regulated, attractive, and successful Show, no exceptions to the following rules will be permitted. Show Management reserves the right to enforce strict compliance with these Rules and Regulations.

### **1. COMPLIANCE WITH RULES AND REGULATIONS**

Exhibitor hereby agrees to be bound by all Show Management and Event Facility rules and regulations outlined here, and in the Exhibitor Service Kit, 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.

### **2. SAFETY PRECAUTIONS:**

Exhibitors are responsible for obtaining and complying with all safety regulations and should give special attention to those regulations pertaining to 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.

### **3. EXHIBIT MODIFICATIONS:**

Show Management 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. Show Management may prohibit the use of amplifying equipment of music that, in its sole discretion, it considers objectionable. Show Management 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.

### **4. 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 hotel, 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.

### **5. IRREGULAR ACTIVITIES & EXCESSIVE NOISE:**

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.

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

Waiver by either party of any terms or conditions 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.

7. **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 hotel, 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.

8. **SUITCASING & OUTBOARDING:**

**Suitcasing** is any activity designed to solicit or sell products or services to delegates attending a World Millwork Alliance meeting, conference, convention and tradeshow in ways that violate the rules of the Event or exhibition. Only Exhibitors who have contracted with Show Management for exhibit space in the Show are permitted to display or demonstrate any products, processes, or services, 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.

**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", "piggybacking", 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.

9. **CONTRACTED SPACE RESTRICTION**

**No part of your booth**, including exhibitry, trusses, lights, projections, signage, ramps, stakes, plants, speakers, sound, solicitors, or solicitations, or hired staff may extend beyond the perimeters of your booth. You are limited to the space as determined by the measurements in your contract.

10. **OCCUPANCY**

Actual occupancy of the Exhibitor's exhibit space by the Exhibitor is required. If the Exhibitor does not occupy the exhibit space by Tuesday, October 24, 2023, at 10:00 A.M., WMA may occupy, or cause said space to be occupied as it may deem best for the interest of the Show without in any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of an Exhibitor (such as badges, event program tickets, etc.) will be revoked and all payments will be non-refundable. **All exhibits/displays must remain staffed and fully intact until 1:00 p.m., Wednesday, October 25, 2023.** Premature dismantling of and/or failure to fully staff said space during the entire Show will result in the loss of seniority points.

11. **VACATING THE FACILITY:**

On **Thursday, October 26, 2023, at 12:00 PM (Noon)**, the Event Facility will retain possession of all event spaces and the Exhibitor shall vacate the Event Facility and exhibit space and return the Facility, exhibit space, and any equipment or fixtures in the same condition as originally furnished to the Exhibitor; normal wear and tear is acceptable. If the Event Facility and exhibit space is not vacated, Show Management and/or the Event Facility is authorized, at the expense of the exhibitor, to remove, store, or return any materials to the Exhibitor. If the Exhibitor's failure to vacate the Facility is due to a force majeure event beyond the Exhibitor's control such as a strike, Act of God, national disaster, etc., to treat as abandoned and discarded property and dispose of all goods, merchandise, and property of the exhibitor. Show Management 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 Show Management's and/or the Event Facility's disposal of the property. The Exhibitor hereby expressly releases WMA and/or the Event Facility from any claims for damages.

12. **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.

**13. 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.

**14. INSURANCE REQUIREMENTS:**

Exhibitor shall, at its own expense, procure and maintain through the term of this Contract, including move-in and move-out days, the following insurance requirements as referenced herein. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. 1) Workers' Compensation and employer's liability insurance in compliance with the requirements of the state where the Exposition is held; 2) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and 3) Automobile Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. **Exhibitor must provide an original certificate of insurance to Show Management no later than October 6, 2023.**

**15. EXHIBITOR CERTIFICATE OF INSURANCE:**

Exhibitors will need to list **World Millwork Alliance, its directors, officers, members, employees, and agents** as the primary; with the additional insured as the **Kentucky State Fair Board and Kentucky Venues, its directors, officers, members, employees, and agents**; and **FREEMAN** on the Certificate of Insurance. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Show Management, shall be furnished to Show Management sixty (60) days before the first day of the Event. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without thirty (30) days' notice to Show Management.

**16. SECURITY:**

Show Management 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 Show Management. Show Management 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.

**17. 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.

**18. FORCE MAJEURE:**

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.

## 19. 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.

## 20. 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.

## F. REGISTRATION BADGES AND EXHIBIT HALL ADMITTANCE

1. All Exhibitors must register for the WMA Annual Convention & Tradeshow. A registration badge is required for entry to 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. **GUEST PASSES:** WMA does not provide free guest passes to Exhibitors for distribution. The WMA Convention & Tradeshow is open to all industry professionals; however, an Exhibitor should check with WMA whether any show dates are restricted to WMA members only. Exhibitors may invite non-members to the convention; however, **they must register with WMA.**
7. Exhibitors who submit their exhibit booth contract from **February through May 31, 2023**, will receive three (3) complimentary non-member registrations (badges) for the exhibit hall on **Wednesday, October 25, 2023** and the Exhibitor will be entered into a drawing for a free 10x10 booth in 2024\*. Exhibitors that submit their exhibit booth contract from **June 1, 2023, through July 31, 2023**, will receive two (2) complimentary non-member registrations (badges) for the exhibit hall on **Wednesday, October 25, 2023**\*. \*Terms and Conditions: WMA Complimentary exhibit hall badges are for a non-member distributor company or a non-member manufacturer company as defined in the WMA bylaws; exclusions include prior members, current WMA members, prior non-member show attendees, a manufacturer rep, independent rep, admittance to any WMA program event, and food and beverage. WMA reserves the right to modify or change these terms and conditions, or omit this promotion; further, WMA's sole authority and its discretion, will make the final determination who qualifies to receive a complimentary registration and/or exhibit hall badge to the WMA 2023 Millwork Convention and Tradeshow. All WMA decisions are final.

## G. 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.
2. **ISLANDS:** WMA will offer a wide variety of different booth sizes. Please refer to the exhibit hall floor plan layout when selecting booth choices. Islands vary in size starting at '20x20' (400 sq. ft.) 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 \$750.00 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 WMA Co-Exhibitor agreement.
4. Two exhibiting companies: island exhibit, 20x20 or larger
5. Three exhibiting companies: island exhibit, 20x30 or larger

6. 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.

#### H. ASSIGNMENT OF BOOTH SPACE

1. Anyone desiring to exhibit at the Show must submit an Exhibitor contract with Show Management. This Contract for exhibit space, if accepted, constitutes an agreement (the "Contract") between the exhibitor/company ("Exhibitor") and Show Management.
2. The opportunity to exhibit at the Show is generally available to companies' providing products or services specific to the door, millwork, window, glass, and door industries. However, Show Management 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 2023 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 to relocate Exhibitors after initial space assignment, as it deems necessary or advisable. Contracts will not be accepted after Friday, October 20, 2023. There is no guarantee that the Exhibitor will be assigned the exhibit space location(s) requested on the Contract.
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. Exhibitor should allow for 7-10 business days if submitting check payment for booth assignment. Applications must be received with payment for WMA to honor the current booth rate being offered.
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 by the Exhibitor. 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.
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 June 2023. 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 May 31, 2023. Contracts received after May 31, 2023, 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 shall not assign, sublet, or apportion the whole or any part of the space allotted to it and not display any other products distributed by another exhibitor or allow any other person or party to do so.
10. The Exhibitor may request to enlarge an assigned exhibit space at any time by submitting a written request to Show Management. Show Management will attempt to accommodate requests for exhibit size enlargements until Friday, October 20, 2023. If a request can be accommodated, payment for any additional space **MUST** be made at the time the increase is requested.

#### I. WITHDRAWAL, CANCELLATION, REDUCTION, REFUNDS

1. Show Management 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 **April 30, 2023**. Refunds will be processed at the conclusion of the show. If exhibitor withdrawals, reduces, or cancels **AFTER April 30, 2023**, 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 April 30, 2023, 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 April 30, 2023, 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 April 30, 2023, no refunds; however, full seniority is retained.

**J. BOOTH SET UP, SHOW HOURS, & DISMANTLING**

1. The Kentucky International 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 1 hour 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.
4. The exhibit hall will only be open during official exhibit hours and exhibits must remain open during this time.

**K. WORKING WITH THE UNION IN KENTUCKY**

1. To assist Exhibitors to prepare for show, the following information regarding the jurisdiction that the various unions have in Louisville are as follows: There is an agreement with Stagehand Local Union to provide labor display erection and dismantling. Full time employees of exhibiting companies or their representatives, may set their own displays without assistance from the Local. However, should assistance be necessary beyond that provided by those employees, then labor must be provided by the Local. Labor can be ordered in advance by using the Display Labor Form.

DAY	EVENT	HOURS
Sunday 10/22	Exhibitor Set-Up	1:00 pm - 5:00 pm
Monday 10/23	Exhibitor Set-Up	10:00 am - 5:00 pm
Tuesday 10/24	Exhibit Hall Open	10:00 am - 5:00 pm
Wednesday 10/25	Exhibit Hall Open	9:00 am - 1:00 pm
	Exhibit Tear Down	1:00 pm - 5:00 pm
Thursday 10/26	Exhibit Tear Down	8:00 am - 12:00 Noon

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

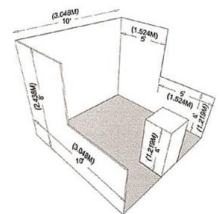
**a. LINEAR BOOTHS: 8’ MAX. DISPLAY HEIGHT**

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’)

*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.

3. Pipe and drape are used to define exhibits and is not intended as a display fixture. Therefore, product and signs should not be attached or affixed.
4. No canopies, tents, or umbrellas of any kind are permitted in a booth or near booth areas of island and non-island booths.
5. 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.
6. 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.
7. 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.
  8. 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.
  9. 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.
  10. Electrical service is not included in exhibit space. The Facility is the exclusive provider for all electrical. Please refer to the Facility order form.
  11. Exhibitors should adhere to the following suggested minimum guidelines when determining booth lighting and consult with a professional.
    - a. No lighting, fixtures, lighting trusses or overhead lighting are allowed outside the boundaries of the exhibit space.
    - b. Exhibitors intending to use hanging light systems should submit drawings to the Facility Management for approval.
    - c. Lighting should be directed to the inner confines of the booth space. Lighting should not project onto other Exhibit booths or exhibition aisles.
    - d. Lighting which is potentially harmful, such as lasers or ultraviolet lighting, should comply with Facility rules and be approved in writing by Facility.
    - e. 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.
  12. 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.
  13. 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.
  14. Filming, videography, and photography in the exhibit hall are strictly prohibited unless written consent has been obtained from Show Management.
  15. Exhibitor shall pay the costs of the services of any structural engineer required by Exhibition Management in connection with the Exhibitors exhibit.
  16. 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 Wednesday, October 25, 2023, at 1:00 p.m., premature dismantling will result in loss of seniority points.
  17. Exhibitor understands that WMA provides limited security in the exhibit hall. Exhibitors are encouraged not to bring, or leave, valuables in the exhibit hall. WMA assumes no responsibility for lost or damaged items including but not limited to equipment, products, valuables, or any other items. Lost or damaged items may be reported to WMA staff or hall security.
  18. If Exhibitor or its representative has an outstanding balance of any type payable to Show Management, they will not be permitted to install or set up the exhibit. No exhibits may leave Show at any time after installation until the designated day and teardown unless special written permission is obtained in advance from Show Management.



#### L. GENERATORS

1. The use of any type of generator for the purpose of generating electricity (indoor or outdoor) is prohibited. Propane generators may be operated for brief product presentations provided they comply with all fire and safety regulations.

#### M. USAGE OF PROPANE / GAS

1. Propane use in booths must have prior approval of the Fire Marshall. Reference in full the convention center **Fire Safety Regulations**.

#### N. SMOKING

1. 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.

#### O. LIVE ANIMALS

1. Live animals of any kind (excluding Service Animals) are not allowed on the exhibit floor.

#### P. FOOD & BEVERAGE PRODUCTS

1. The 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.

#### Q. POPCORN/PEANUTS

1. Popcorn machines are prohibited, and popcorn and peanuts may not be distributed in booths.

#### R. BALLOONS, GLITTER, AND CONFETTI

1. Balloons, glitter, streamers, rice, and confetti are prohibited in the Facility.

#### S. DRONES

1. Drones are not allowed in or outside any Kentucky Venue.

#### T. MUSICAL ENTERTAINMENT

1. 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.

#### U. EXHIBITOR APPOINTED CONTRACTOR (EAC)

1. An Exhibitor Appointed Contractor (EAC) is any contractor other than the Official Contractor providing a service to an Exhibitor's exhibit space; including (but not limited to), Models, Florists, etc. as well as Installation/Dismantling Labor. Approval of an EAC will be considered only in cases where Show Management receives a written request from the Exhibitor no later than **October 6, 2023**. To be eligible for consideration as an approved EAC, Exhibitor must attach all the following to its request:
  - a. An original, valid certificate of insurance for itself and/or its EAC in limits satisfactory to Show Management evidencing that the EAC has in place the minimum insurance coverage as defined below:
    - i. EAC furnishes evidence of workers' compensation insurance in the minimum amount required by state law; evidence of commercial general liability insurance, in a minimum amount of one million dollars (1,000,000) covering all operations; and automobile liability insurance in a minimum amount of one million dollars (1,000,000) covering all owned, hired, and non-owned vehicles. The policies for commercial general liability and automobile liability with name **World Millwork Alliance; its Directors, Officers, Agents, and Employees; the Kentucky State Fair Board and Kentucky Venues, its members, directors, officers, employees, and agents; and Freeman** as additional insured from October 20-25, 2023.
  - b. A description of the work to be done and the personnel to be used.
  - c. Evidence of all business permits, licenses, insurance, and/or fees that may be required by the applicable state, county, or local authorities with respect to the work performed.
2. EAC approval will be considered only if it will not interfere **with or prejudice the orderly set up, interim services, or dismantling of the Show**. An exception will not be granted if it is inconsistent with the commitments made by Show Management in any contract with Official Contractors, or in its agreement with the Facility. For services such as electrical, plumbing, telephone, custom cleaning, and drayage (including all movement of material and equipment), no exception will be made, and the Official Contractor must be used. To make it possible to set up the Show in the limited time available and to avoid confusion and congestion, the official drayage contractor must control all inbound and outbound traffic in loading and unloading areas, in the aisles, or in any other freight traffic patterns. Exhibitors requesting approval to use an EAC must fill out an **EAC Request Form**

located on the WMA website. Reference the Show Service Contractor & Decorator in the Rules and Regulations for additional requirements.

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

1. 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.

#### **W. ASSUMPTION OF RISKS AND RELEASE**

1. 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.

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

1. 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.

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

1. 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.

#### **Z. EXHIBITOR LISTINGS/PHOTOGRAPHS**

1. 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.

#### **AA. FREEMAN EXHIBIT SERVICE MANUAL (KIT)**

1. Freeman will provide access to an online *Exhibitor Service Manual*, which may be referred to as the "Exhibitor Kit," in mid-summer to the "Primary Contact" listed on the front of the Exhibit 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 for exhibitor needs including shipping and drayage information, 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 and a part of the Exhibit Contract by reference.
2. All requests for services, furniture and carpeting, additional draping, electrical, decorations, additional signs, etc. are to be handled at the exhibitor's expense directly with Freeman online once the service kit is available. FREEMAN will send via email, a link to order exhibitor services in the month of June. Please be sure to provide a contact name and email address on the exhibit hall contract to receive this information. WMA reserves the right to change its Service Contractor & Decorator. **WMA is not responsible, nor liable, for contracts and services between exhibitors and service contractors.**

3. Each Exhibitor shall receive without additional charge a two-line 7" x 44" identification sign, carrying booth number, name, city, and state. Please complete and return the proper form from the outline Exhibitor Services provided by FREEMAN.
4. Booth labor by FREEMAN, as the Show contractor, has jurisdiction for the erection, touch-up, dismantling, and repair of all exhibits when this work is done by persons other than your full-time company personnel. This work is to include wall coverings, floor coverings, pipe and drape, painting, placement of all signs and the erection of platforms used for exhibit purposes. (The exhibiting company may erect & dismantle your own booth if it is done by your own company personnel).  
Jurisdiction does not cover the placement of your products on display, the opening of cartons containing your products, nor the performance, testing, maintenance, or repair of your products.  
If full-time company personnel are utilized to set an exhibit, they should carry company identification, such as a medical identification card or a payroll stub. This rule prohibits the utilization of workers hired from a non-licensed and an uninsured company. Prior proof and approval will be required.
5. All cleaning of exhibit booths is the jurisdiction of FREEMAN.

**BB. SHIPPING INFORMATION (Reference the Freeman Exhibitor Service Kit for most recent information)**

1. WMA's official material handling firm is FREEMAN. **Advance shipments should be PREPAID** and addressed:

**KENTUCKY FREEMAN WAREHOUSE SHIPPING ADDRESS:**

Exhibitor Company Name / Booth # \_\_\_\_\_  
**WORLD MILLWORK ALLIANCE ANNUAL CONVENTION**  
**C/O TFORCE FREIGHT/FREEMAN**  
**9828 E. Bluegrass Pkwy**  
**Louisville, KY 40299**

2. FREEMAN will accept crated, boxed, or skidded materials beginning **Monday, September 22, 2023**, at the above address. **Materials arriving after Friday, October 13, 2023**, will be received at the warehouse with an additional after deadline charge.
3. Please note that the Freeman Warehouse does not accept uncrated freight (loose, pad-wrapped material and/or unskidded machinery), COD shipments, hazardous materials, freight requiring refrigerated or frozen storage, a single piece of freight weighing more than 5,000 pounds or a single piece of freight beyond the dimensions of 108" H x 93" W. Warehouse materials are accepted at the warehouse Monday through Friday between the hours of 8:00 AM – 4:00 PM. Certified weight tickets must accompany all shipments. If required, provide your carrier with this phone number: (888) 508-5054.

**KENTUCKY INTERNATIONAL CONVENTION CENTER SHIPPING ADDRESS:**

Exhibitor Company Name / Booth # \_\_\_\_\_  
**WORLD MILLWORK ALLIANCE**  
**C/O FREEMAN**  
**Kentucky International Convention Center**  
**221 S. 4<sup>th</sup> Street**  
**Louisville, KY 40202**

**CC. OUTGOING SHIPMENTS**

1. After the show, labels and shipping instruction forms will be provided by FREEMAN. Exhibitors will be expected to label their material and give shipping instructions. FREEMAN will assist with the bills of lading.

## **DD. MATERIAL HANDLING**

1. FREEMAN is the exclusive provider of freight services. Full time employees of exhibiting companies may move their own materials to their booth space with two (2) wheel dollies ONLY. Vehicles being unloaded must be owned or leased and operated by a full-time employee of the exhibiting company. No pallet jacks, nor motorized forklifts, can be operated by anyone other than the Official Freight Service Company. Hotel bellmen, porters, taxi drivers, day laborers, etc. are not allowed on the show floor and cannot move any materials to and from the exhibitor's booth. FREEMAN will control access to the loading docks to provide for a safe and orderly move in/ move-out. Exhibitors wishing to move their own materials in or out of the show will be provided a space in the dock area to load or unload their vehicles on a first come basis.

World Millwork Alliance (WMA) reserves the right to modify the exhibit rules and regulations as needed and/or as necessary to meet any regulations or guidelines which have either changed, been omitted or are in effect by such organizations or venues or are in the best interest and safety of show exhibitors and event attendees; including but not limited to the convention center, city the convention, or convention hotels and any other venue associated with the WMA event and its program. WMA will not be held responsible by the exhibitor for the convention center, or it's service contracts, nor the city the convention is held for exhibitor pricing, late fees, or exhibitor service charges.