

WORLD MILLWORK ALLIANCE

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EMAIL CONTRACT TO: ASMITH@WORLDWILLWORKALLIANCE.COM

WMA USE: SEN. _____ TTL.\$ _____
NM Bth. _____ % \$ - _____ (acct. 4219 inct)
<input type="checkbox"/> Member <input type="checkbox"/> New-Member <input type="checkbox"/> Mbr. First Time Exh. <input type="checkbox"/> Non-Member
Sq: _____

CONFIDENTIAL CONTRACT FOR EXHIBIT BOOTH SPACE - 2023

WMA 58th Annual Convention & Tradeshow • Louisville, KY • October 22nd – 25th, 2023

COMPLETE ALL SECTIONS

ALL information must be completed below as it is to appear in the 2023 Convention Program.

The undersigned company hereby contracts for exhibit booth space at the 2023 WMA Annual Convention & Tradeshow.

Company Name: _____

PRINT CLEARLY

AKA - Parent/Subsidiary Company _____

Company Address _____ City _____ State _____ Zip _____
Physical Address – Do not include a PO Box

Country _____ Country Postal Code _____

Co. Telephone (_____) _____ Website _____

Exhibitor Contact _____ Title _____ Email _____

Contact Phone (_____) _____ Ext# _____ Cell # (_____) _____ *Contact will receive all exhibit information*

BOOTH SIZE REQUESTED _____ X _____ = Total Sq. Ft. _____

BOOTH CHOICES: (PLEASE NO END CAPPING SELECTIONS)

1ST Choice # _____ 2nd Choice# _____ 3rd Choice# _____

I understand it may compromise my booth selections; however, I prefer not to exhibit near:

List Primary Products Displayed for Show: _____ _____

*The Exhibitor (company) agrees to abide by the Exhibit Contract Terms, Conditions, Rules and Regulations as stated on page two of this Contract; including, but not limited to all and any additional contract terms, event policies, and exhibitor rules and regulations as referenced on the Association website, which is understood to be part of this Contract; and all amendments thereto including those decisions of Show Management. The Application for Exhibit Space becomes a binding contract between WMA and Exhibitor (company) upon WMA 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 in a binding contract that is binding the Exhibitor company.

I have read and I accept all the terms to exhibit and agree not to contest the terms, conditions, rules and regulations, credit card charges and fees.

Print Name _____ Title _____

Box above must be checked!

Authorized Signature _____ Date _____

PAYMENT MUST ACCOMPANY CONTRACT FOR PROCESSING AND BOOTH ASSIGNMENT Accepted Payment: Visa - MasterCard - AMEX

Card #: _____ Exp. Date: _____ CCV#: _____

Billing Address: _____ City: _____ State/Country: _____ Postal: _____

Card Holder Signature: _____ Print Name: _____

WMA Use! Stf: _____ 2023 Mbr. Status: ACT NA NM REI NM App.Sub: _____ NM Act. Date: _____	Contract Recd. Date: _____ Mbr: _____ NonMbr: _____ Booth Amount: \$ _____ Sq. Ft. Price: \$ _____ New Mbr Disc: \$ _____ (_____ Disc.%) (Acct 4219) Total Due Mbr: \$ _____	Bth. Assign.#: _____ - _____ Date: ____/____/____ 2023 Confirmed# _____ Bth Reassign. #: _____ - _____ Date: ____/____/____ 2023 Confirmed Booth #: _____
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I. CK. Date: ____/____/____ CK. Amt: \$ _____ CK.#: _____ O/S Bal: \$ _____

II. CC. Date: ____/____/____ EB Amt: \$ _____ CCF: \$ _____ (7145) Bal Due: \$ _____

Trans. #: _____ STF: _____ CC: Approved _____ Declined _____

III. PrePd/CO/Bal Applied: \$ _____ Booth Amt: \$ _____ Bal Due: \$ _____

Note: # NMC Regs: _____
Other: _____
Other: _____

CHANGES: Cur. Bth. Size: _____ (Inc/Dec) Req. Bth Size: _____ Rate:\$ _____ Amt.\$ _____ AOA: \$ _____ TTL: \$ _____
 Payment: CC – Amt Proc: \$ _____ Date: _____ Trans#: _____ Stf. _____ Bal. Due: \$ _____
 Ck No.: _____ Ck. Amt. \$ _____ Date Ck.Recd: _____ Bal. Due: \$ _____
 Cancelled: Bth.Amt.\$ _____ Adj.Amt.\$ _____ Ref. Amt: _____ CC Proc. Date: _____ WMA Ck# _____
 Info.: _____ SEN _____ SEN Adj.: _____ Curr SEN _____ #: _____

2023 WMA EXHIBIT CONTRACT TERMS, CONDITIONS, RULES & REGULATIONS*

This document constitutes the Contract for the use of exhibit space(s) at the 2023 WMA Annual Convention & Tradeshow. The words "Association", "WMA", and "Show Management" shall mean World Millwork Alliance and/or its officers, directors, agents, or employees authorized to act for it in the management of World Millwork Alliance Annual Convention and Tradeshow (the "Show"). 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. "Facility" refers to The Kentucky International Convention Center; "Show Management" or "WMA" "Association" refers to World Millwork Alliance.

Compliance with Laws and Regulations: 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 WMA or the Facility while participating in the Show and any activities in connection therewith, 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.

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.

Insurance: Exhibitor shall, at its own expense, secure and maintain through the term of this Contract, including move-in and move-out days, the insurance listed below. 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); 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. Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds WMA, its directors, officers, members, employees, and agents. 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.

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 April 30, 2023. Refunds will be processed at the conclusion of the show. If Exhibitor withdraws, 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 Exhibitor's part, and Exhibitor shall remain liable 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.

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.

Amendments/Additional Rules and Regulations: All matters pertaining to the Show not specifically covered by the preceding rules and regulations (which shall include the Exhibitor Service Manual and all other rules and regulations, and terms and conditions, incorporated by reference herein) shall be subject to the sole decision of the Association. The Association shall have the full power to interpret, enforce, and amend these rules and regulations, provided any amendments, when made, are brought to the notice of the exhibitors. Each exhibitor, for itself and its employees and agents, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

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.

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.

Assignment of Booth Space: 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 2023 membership, they are responsible for the difference in booth fees set for non-members. There is no guarantee that Exhibitors 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. 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. 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** and not display any other products distributed by another exhibitor or allow any other person or party to do so. 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 13, 2023.

Assignment and Sublease: Exhibitor shall not assign, sublet, or share the whole or any part of its exhibit space with any company without a Co-Exhibitor agreement. A maximum of two eligible contracted exhibitors will be allowed to occupy a single 20x20 space upon acceptance with all assignments, subleases or sharing of exhibit space being approved in advance by Show Management. The **co-exhibiting fee is \$750 per company**, and it includes separate listings in the Show Program.

Authorized Signer: Signing of this Contract, the Exhibitor agrees to abide by the Exhibit Contract Terms, Conditions, Rules and Regulations as stated in the Contract, and additional Contract Terms, Conditions, Rules and Regulations for the Event as posted on the WMA website, and all amendments thereto and those decisions of Show Management; all of which is part of the Exhibit Contract*. 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 Booth Pricing: Exhibit booth contract pricing per square footage is in accordance with square footage pricing listed on the WMA website.

*All exhibit booth contract, terms, and conditions herein including those posted on the WMA website, including WMA Rules and Regulations are part of this signed contract. WMA reserves the right to modify or add terms, conditions, and regulations.