



# EXHIBITOR AGREEMENT

**1. Organizer.** The word - Organizer means the SCWA its officers, agents and committees authorized to act for it in the promotion and management of the Exhibition.

**2. Exhibitor.** The word Exhibitor means the Exhibitor as specified in the contract, its officers, agents, employees and any other representative authorized to act for it in connection with its participation in the Exhibition.

**3. Eligible Exhibits.** Exhibits are limited to those persons offering materials, products or services of specific interest to registrants. The Organizer reserves the right to determine the eligibility of any item for display. Manufacturers representatives or distributors shall list their participating principals as the exhibitors of record. Only the sign of the Exhibitor may be placed on the booth or in the printed list of Exhibitors. No exhibit or advertising is to extend beyond the space allotted to the Exhibitor or above the back and side rails.

The Exhibitor agrees that its exhibit shall be admitted and remain from day to day on its strict compliance with the Rules. The Organizer reserves the right to prohibit reject or eject any Exhibitor or exhibit in whole or in part after the Organizer's good faith determination is communicated to the Exhibitor that the exhibit or the Exhibitor is not in accord with the Contract, the Organizer's prior decision, or the Rules.

**4. Default in Occupancy.** If the Exhibitor does not occupy its exhibit space by the time set for completion of display installation in Paragraph 10 hereof the Organizer may repossess the space for other use.

**5. Use of Exhibitor Space.** Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger, or interfere with the participation of other Exhibitor practices or activities which result in complaints for these or other good reasons. Rulings of the Organizer about the use of the Exhibitor's space shall be final.

The Exhibitor shall distribute samples, publications, souvenirs, etc, and conduct demonstrations, sales or other promotional activities, only within its Exhibition booth. These activities shall not interfere with or obstruct access to neighboring booths or impede passage in the aisles. The Organizer may suspend any such activities for specified periods.

The Exhibitor shall not contract with or otherwise permit others the use of its space in whole or in part. The Exhibitor may not exhibit, offer for sale or as a premium, or advertise, items or services at the Exhibition which are not manufactured, sold or provided in its own name. When needed for the proper demonstration or operation of the Exhibitors display, these items may be identified only by the regular nameplate, imprint or other identification which normally appears them.

The Exhibitor shall obtain in advance the Organizers approval to distribute any item which is not the product or material made, processed or used by the Exhibitor in its product or service.

**6. Cancellations and booth downsize requests** must be received in writing. Requests received up to 90 days prior to EXPO opening will be subject to cancellation fee equal to 50% plus processing fees of the cancelled/downgraded booth space cost.

**7. Cancellation and booth downsize requests** received after 90 days prior to EXPO opening will be subject to cancellation fee of 100% plus processing fees of the cancelled/downgraded booth space cost.

**8. Sponsorship and advertising opportunities** will be limited to contracted Exhibitors. Exhibitors canceling or abandoning their booth space will be forfeiting all sponsorship and advertising product.

**9. Booth Representatives.** Booth representation is limited to the Exhibitor. The Exhibitor shall not permit in its booth a non-exhibiting company representative. The Exhibitor shall staff its booth during all open show hours. Booth representatives shall at all times wear a badge identification approved by the organizer. The Organizer may limit the number of booth personnel at any time. The Organizer reserves the right to determine at all times whether the character, demeanor or attire of the Exhibitors personnel is acceptable and in keeping with the best interests at the Exhibition.

**10. Decoration and Set Up.** The Organizer has full discretion and authority over the placing, arrangement and appearance of items which the Exhibitor displays. The Organizer may require the replacing, rearrangement or redecorating of any item or of the booth, at the Exhibitor's, expense and no liability to the Organizer. The exhibit space must be occupied and the display installation shall be completed no later than one hour before the Exhibitions opening. No noise or moving of exhibits shall occur after this time. No exhibit shall be built to exceed the height limitations set in the Exhibitor Services Kit. An exhibit which exceeds the height limitations will have to be altered to conform to the requirements at the Exhibitors expense. The Exhibitor shall not apply paint, adhesives, or other coating to building walls, columns or floors or to standard booth equipment, unless expressly permitted and under conditions set by the Organizer.

**11. Safety and Fire Laws.** The Exhibitor shall strictly observe applicable fire and safety laws and regulations. Electrical wiring shall conform to the standards set by government agencies, local fire inspection ordinances and underwriter rules. Display wiring shall show the seals of official approving agencies as may be required at the Exhibition site. Cloth decorations shall be flameproof. Acetate and most rayon drapes are not flameproof. Decorations of paper, tree branches or leaves are not allowed. Smoking in exhibits is prohibited. Exhibits shall not block aisles or fire exits. Storage behind exhibits is not provided or permitted.

**12. Sound Level.** Mechanical, electrical or other devices which produce sound shall be operated so as not to prove disturbing to other Exhibitors. The Organizer reserves the right to decide the acceptable sound level in these and other instances.

**13. Lotteries and Contests.** The operation of games of chance or lottery devices, or the actual or similar pursuit of recreational pastimes, is permitted only to the extent that local law allows and after the Organizers written approval.

**14. Employment Exhibits.** Exhibits for the purpose of soliciting prospective employees and any other employee recruitment activities, may not be permitted.

**15. Damage to or Loss of Property.** The Exhibitor is liable for any damage it causes to the Exhibition building, to standard booth equipment and furnishings, and to another Exhibitors property.

**16. Insurance.** The Exhibitor shall maintain adequate insurance covering all risks involving its exhibit and other aspects of its general participation in the Exhibition, including theft, property loss or damage and public liability. Exhibitor's insurance should include extra-territorial, in-transit and on-site coverage.

**17. Receipt of Goods.** Arriving goods and exhibits shall be received at areas which the Organizer designates, and shall be clearly marked, with charges prepaid.

**18. Utilities and Special Service.** Electricity, gas, water and other utilities, as well as available special services which the Exhibitor needs, will be provided only after the Exhibitor orders and agrees to pay for them from the person authorized to supply them in conformity with government insurance and other requirements.

**19. Care and Removal of Exhibits.** The Organizer will maintain the cleanliness of the aisles and similar public areas of the Exhibition. The Exhibitor shall at its own expense keep its exhibit clean and in good order, and dispose of trash in accord with trash removal arrangements.

**20. Photography.** The Organizer reserves the photographic rights for the Exhibition. Photography, which the Exhibitor desires may be arranged for with the Organizers designated official Photographer at moderate rates. The Exhibitor shall apply to the Organizer for permission if it wishes to make its own arrangements to photograph its exhibit.

**21. Admission.** The Organizer shall have sole control over admission policies. Generally, families are permitted in the EXPO during published show hours. Anyone under 18 is not permitted on the EXPO floor during set up and teardown times.

**22. Dispute Resolution.** If a dispute or disagreement arises between the Exhibitor and an official contractor or the Exhibitor and a labor union or its representative or between Exhibitors, the Exhibitor agrees that it will be bound by the Organizer's interpretation of the Exhibition rules, or by the Organizer's actions or decisions which are intended to reasonably resolve the dispute or disagreement.

In the event legal action is required by the Organizer to collect on any monies due under the Contract, the Exhibitor shall be liable for and agrees to pay, reasonable attorneys fees incurred by organizer in connection to such efforts to collect monies due.

Any dispute of this contract shall be resolved by application of the laws of the State of Texas without regard to its choice of law principles. The parties to this Contract consent to jurisdiction and venue in US Federal and Texas State Courts in Travis County, TX.

Any payment due under this Contract which is not made within 30 days after the due date thereof shall be subject to simple interest in the amount of one percent (1%) per month until paid in full. Payment of any such unpaid amount, plus interest, shall be made to the Organizer upon demand.

**23. Termination of Exhibition.** The Organizer may terminate this Contract and/or the Exhibition (or a part of it) when the Organizer reasonably believes that (a) the premises in which the Exhibition is or is to be conducted becomes unfit for occupancy, or (b) the holding of the Exhibition, or the Organizers performance under the contract is substantially or materially interfered with by a cause or causes not reasonably within the Organizer's control. The Organizer is not responsible for delays, damage, loss, increased costs or other unfavorable conditions which arise as a result of these terminations. If such a termination occurs, the Organizer may retain that part of the Exhibitors fee which will compensate the Organizer for its Exhibition related expenses incurred up to the time the contingency occurred, with no future liability for either party to this Contract.

The above phrase 'a cause or causes not reasonably within the Organizers control,' includes but is not limited to unsafe conditions, fire, casualty, flood, epidemic, pandemic, earthquake, explosion, accident, blockage, embargo, inclement weather, act of public enemy, riot, or civil disturbance, strike, or lockout, or boycott other labor disturbance; inability to secure necessary labor, technical or personnel failure, lack of or impaired transportation facilities, inability to obtain, condemnation, requisition, or commandeering of necessary supply or equipment or service orders or restraints imposed by civil defense, military or other types of governmental authorities or act of God.

**24. Exhibitor Violations.** If the Exhibitor defaults in or violates any of its obligations under this Contract, including the Exhibition Rules and Regulations, the Organizer may provide to the Exhibitor in writing that the Organizer has terminated the Contract and will retain all monies received to date and all monies due and payable currently by Exhibitor to Organizer but received subsequent to such date of termination as liquidated damages. The Organizer may further direct to Exhibitor forthwith to remove its property and personnel from the contracted space and the Exhibition grounds. If the Exhibitor fails or refuses to take the requested action in whole or part, the Organizer may take appropriate steps to effect the action, without liability to itself. The Organizer may in lieu of any right created hereunder take such other action, including termination with legal action for damages, as the Organizer deems appropriate depending on the circumstances.

**25. Liability and Indemnification.** The Exhibitor agrees to indemnify and hold harmless the Organizer sponsor, owner, exhibition hall facility, and local government where the Exhibition is held, against any claim, loss, suit, damage, judgment, expense, cost settlement payment, and charge of every kind, including attorney fees, for personal injury, death, property damage, or other cause, sustained or claimed by any person resulting from any acts or omissions of the Exhibitor, or the Exhibitor's occupancy of its contracted space or its participation in the Exhibition.

The Organizer shall not be responsible for any loss or damage to the Exhibitor's display or other property whether resulting from fire, storm, acts of God, air conditioning or heating failures, theft, pilferage, mysterious disappearance, bombings or other causes. The Exhibitor brings and displays property at its own risk and should safeguard it. The Organizer will provide the services of a reputable protective agency or agencies during the periods of installation, show, and dismantling of Exhibits. The Exhibitor agrees that the Organizers providing these services discharges its obligation to supervise and protect the Exhibitor's property at the Exhibition. The Exhibitor may provide additional security at its own expense, with the prior approval of the Organizer.

The Organizer shall attempt to avoid, but shall not be held liable for, any error or omission in the Exhibitor's Official EXPO Guide or in promotional materials.

**26. Rule Amendment and Compliance.** Any matter not specifically covered by these rules shall be subject solely to the decision of the Organizer. The Organizer has the full power to interpret, and amend and enforce the Exhibition Rules, with due notice to the Exhibitor. Any amendment of the rules by the Organizer, when duly noticed to the Exhibitor shall become a part of these Exhibition Rules as though incorporated therein.

**27. Exhibitor Functions.** Exhibitor (including distributors and/or affiliates) agrees to not conduct any educational, social, or other functions during the official daily hours of the Event, without the express written consent of the Organizer. In order to coordinate the scheduling of special functions, any exhibitor/company (including distributors and/or affiliates) interested in planning an event during the convention should submit a written request containing all program details and promotion examples to the Organizer. All functions are subject to approval by the SCWA Board of Directors. The official daily hours are defined as beginning Monday and concluding on Friday.

**28. Capacity for food and education events** may be limited due to CDC or Convention Center guidelines and approved by organizers. Your company will be notified in advance to any limitations.

**29. IAEE standards** will be used for guidance in display set ups. Show management reserves the right to make exceptions as deemed appropriate.

**30. I understand that I must notify show management** if my booth will have a contiguous wall of 20' or longer, and that my booth placement will most likely be affected and restrictions may apply. My failure to notify show management through this form may result in the wall not being approved or allowed on the EXPO Floor.