

WA-ACTE (WAOE / Tech Prep & WITEA) Trade Show Rules and Regulations

Addendum to Exhibit Space Contract

The following Trade Show rules and regulations are supplemental to and are incorporated by reference into the Exhibit Space Contract and shall govern the use of the exhibit space contracted for therein as if they had been fully set forth in said Exhibit Space Contract.

Contract for Space

The order of booths, upon acceptance by the Washington Association for Career and Technical Education, hereinafter-named WA-ACTE, assignment of space, and the full payment of rental charges, constitutes a contract for rental of the spaces assigned. Any exhibitor failing to occupy space is not relieved of the obligation of paying the full rental price.

Nonpayment and Cancellations

Payment for your booth space is due, in full, by one month prior to the Trade Show date. Companies who have not made payment in full by this date will not be permitted to set up their booths.

WA-ACTE reserves the right to cancel booth space if payment in full is not made by one month prior to the Trade Show date. All cancellations of booth space must be made in writing. If cancellations occur before two months prior to the Trade Show date the exhibitor forfeits 50% of the exhibit space rate. If cancellation occurs after two months prior to the Trade Show date no refund will be made. In such case, the exhibitor will become obligated to make immediate payment of any unpaid portion of the total cost of the assigned exhibit space. Failure to cancel in writing, set up booth, and/or staff booth space will result in no refund and exhibitor will be billed at full space rate.

Allocation of Space

WA-ACTE reserves the right to alter the Exhibit Floor Plan or change space assignments in the event of emergency and/or in the interest of any exhibitor. In such event, the exhibitor(s) affected will be notified by WA-ACTE.

Assignment of Exhibit Space

Should an exhibitor desire to assign exhibit space it has reserved to another party who

desires to exhibit, the exhibitor shall make a written request for WA-ACTE Show Management's approval. The WA-ACTE Conference Director shall have sole, unfettered discretion to approve or deny such request. If the request is approved, the assignee must enter into an Exhibit Space Contract with WA-ACTE. Nevertheless, the assignor shall remain liable to WA-ACTE should the assignee default in any financial obligations to WA-ACTE. No assignor may charge or accept compensation from any assignee that would permit the assignor to derive a profit from the assignment of booth space.

Exhibit Installation and Dismantling

It is the duty and responsibility of exhibitors to install their exhibits before the opening of the Trade Show and dismantle them immediately after the close of the show. WA-ACTE will not allow exhibitors to close and dismantle their booths prior to the closing time of the show floor. Exhibitors will not be permitted to dismantle and move equipment from their exhibit booth during the show. Companies violating this rule are subject to losing their rank in booth selection for future shows.

Use of Exhibit Space

Where exhibitors plan to construct any part of their exhibit above the exhibit height limitation, approval in writing shall be obtained from the Show Management at least sixty days prior to the official opening of the exhibits. Sketch of proposed construction shall be submitted when requesting approval.

All signs including graphics, photographs, and other advertising matter in connection with an exhibitor's booth space must be located within the boundaries of the assigned booth. No signs of any type are permitted outside of an assigned exhibit space (columns, walls, floors, and ceilings) without approval in writing from Show Management. This restriction also applies to any device used to project a company name or logo on the ceilings or walls of the Trade Show location or otherwise beyond the permitted height or sides of booth itself.

Exhibitors operating sound equipment will be expected to keep the sound at reasonable volume, approximately that of a normal speaking

voice, in order to avoid disturbing other exhibitors. WA-ACTE reserves the right to turn off the electric supply of any exhibitor that violates this rule.

Space Restrictions

Exhibits must be confined to the exact space allocated. Circulars, publications, advertising matter, and all kinds of promotional giveaway may be distributed only within booth spaces. Nothing can be posted on, tacked, nailed, screwed in, or otherwise attached to columns, walls, floors, or other parts of the building or furniture.

In cases where the reverse side of an exhibitor's back wall, side wall, riser, or display is exposed to view, such portion of this display must be suitably draped with fireproof materials so that no part of the display construction, electrical wiring, or the like, can be seen from the aisles or adjoining booths belonging to other exhibitors.

Sales and Solicitation Prohibitions

Exhibitors may show, discuss, explain, or demonstrate items or services, but shall not make sales that result in the delivery of merchandise and/or the exchange of money in the Exhibit Hall. Companies found violating this policy will be asked to leave the show floor. No refunds on booth space will be made. Exhibitors may take orders for goods that are to be shipped and billed to customers at another location at a later date. Solicitations of business or conferences in the interest of business except by exhibiting firms are prohibited. Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting, or soliciting within the Trade Show. Exhibitors are urged to report immediately violations of this latter rule to the Exhibits Sales Manager.

Exhibitor Presentations

WA-ACTE does not allow product sales presentations to be conducted anywhere at its conference except within the show area at exhibitors' booths or at other officially arranged or leased space outside the exhibit hall. WA-ACTE prohibits product presentations at any of its conference sessions. An exhibitor found in violation of this policy will be barred from future presentations.

Exhibitor Staffing

Exhibit booths must be staffed during all exhibit hours in which the Trade Show is open to conference attendees.

Security

Do not leave valuable equipment that can be carried away, or easily damaged unattended in your booth.

Official Contractors

To ensure orderly and efficient installation, operation and removal of displays, and to eliminate confusion by the presence of unknown or unqualified firms, the Washington Association for Career and Technical Education has designated certain firms as the official service contractors. As such, the Washington Association for Career and Technical Education holds these firms responsible for quality service and fair prices, and is prepared to intercede on behalf of an exhibitor in the event of faulty work or unfair charges. The exhibitor agrees to use the official contractors for the following services: electrical, plumbing, telephones, booth cleaning, rental furniture, and floor covering. Orders must be placed with these firms unless a previous arrangement with a display house has been made.

Exhibitors may use a nonofficial contractor for installation and dismantling or any other services, beyond those specified above. However, the WA-ACTE Exhibits Manager must be notified in writing by one month prior to the Trade Show date or the nonofficial contractor will not be allowed on the exhibit floor.

All nonofficial contractors hired by the exhibitor must notify in writing the decorating company and the WA-ACTE Exhibits Manager of the services they will provide. A booth plan and specifications should accompany the request. Nonofficial contractors will be required to provide a certificate of insurance naming the Washington Association for Career and Technical Education, the Trade Show location, and the decorating company as additional insured. The "Certificate of Insurance" must be in the amount of \$1,000,000 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, covering the dates of occupancy, including move-in and move-out.

Distracting Operations and Equipment

Exhibitors are expected to be courteous to other exhibitors and should be aware that distracting operations and noisy equipment will not be allowed. Sound system volume must be kept to a minimum and care should be used with certain equipment to avoid interfering with neighbors' computers and other sensitive electronics. After the show opens, noisy and

unsightly work will not be tolerated. No signs, posters, or other materials determined in the sole discretion of WA-ACTE to be offensive, inappropriate, or otherwise not suitable or in keeping with character of the exhibit or the show, are allowed in exhibit booths or anywhere in the Trade Show. WA-ACTE reserves the right to remove any exhibit from the show floor, without any refund of exhibit costs, if exhibit is deemed in violation of this regulation.

Fire Prevention Requirements

Exhibitors shall conform to all regulations of the local fire department. In addition, all main and cross aisles, corridors, exhibit areas, exit stairways, and other areas will be maintained at their required width at all times the Trade Show is open; no obstructions such as chairs, tables, or displays will be allowed to protrude into aisles. No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, excelsior, and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. Muslin, velvet, or any cloth decorations must stand flameproof test as prescribed by the ordinance of the conference city.

Insurance

The Washington Association for Career and Technical Education and the decorating company will exercise reasonable care for the protection of exhibitors' displays but can accept no responsibility for the loss of, or damage to, any of the said materials or displays. Exhibitors who desire to carry insurance on their exhibits must do so at their own expense.

Liability

Each party to this agreement shall be responsible for damage to persons or property resulting from negligence on the part of itself, its employees, or its officer. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement.

Giveaways, Promotions, Drawings

Exhibitors are permitted to give away plastic tote bags, notebooks, key rings, pens, pencils, and other small, inexpensive novelties, as well as literature describing their products and/or services. However, the distribution of beverages or foodstuffs in the exhibit area is strictly

prohibited. Prize drawings, lotteries, raffles, or games of chance must be approved in advance by WA-ACTE.

Exhibitors may distribute printed advertising from within the confines of their own space only, but may not advertise outside of the exhibit space for which they have contracted. Show Management reserves the right to decline or prohibit any exhibit or part of any advertisement or promotion that in its opinion is not suitable or in keeping with the character of the exhibit or the Trade Show.

Sales Training Meetings

Approved meetings must be limited to exhibitor personnel and authorized representatives and may not be for the purpose of selling products to WA-ACTE member-educators.

Exhibitors planning sales training meetings at their booths during non-exhibit hours must get special permission from the WA-ACTE Exhibits Manager so that security, lights, seating, and other exhibit hall facilities may be arranged. WA-ACTE reserves the right to grant or refuse permission for sales training meetings in the exhibit hall. Meetings must be confined within the exhibitor's booth. Any extraordinary costs for exhibit hall facilities associated with non-exhibit hours meetings must be paid for by the exhibitor. Exhibitors must ensure that attendees to their meetings do not enter another exhibitor's booth or wander in the exhibit hall. An exhibitor must supply the WA-ACTE Exhibits Manager prior to show setup time the exact time, duration of the meeting, names and the number of expected attendees. Exhibitor badges will be required for every participant to enter exhibit hall.

Copyrights, Royalties, and Trademarks

It is the exhibitor's sole responsibility to obtain and pay for any and all applicable licenses and permissions before any moving or still image, computer software, sound recordings, artwork, printed material, or other item bearing or embodying a copyright, trademark, patent, publicity right, or other intellectual property is displayed, performed, reproduced, modified, or distributed, in whole or in part, at or from the contracted space.

Exhibitor warrants that all-necessary license and permissions have been or will be obtained prior to using the contracted space. Exhibitor agrees to indemnify and save the Trade Show location, WA-ACTE and its officers, agents, and employees harmless from all claims, losses and damages (including court costs and attorney's

fees) arising out of Exhibitor's use of the contracted space.

Cancellation

It is understood that WA-ACTE may cancel the show in its discretion. In the event of cancellation due to labor problems, weather, government regulation, fire, acts of God, or other causes beyond the reasonable control of WA-ACTE, then exhibitors shall be reimbursed pro rata for any prepaid rent, less any and all legitimate expenses incurred by WA-ACTE related to the show, and after giving effect to insurance recoveries. If cancellation by WA-ACTE is due to any other reason, there shall be a full reimbursement of prepaid rent. In no event shall the amount of any refund to an exhibitor exceed the amount of the booth rental fee paid.

Trade Show Location Regulations

Exhibitors agree to abide by all Trade Show location regulations relating to exhibitors. Contact the Trade Show location with questions.

Responsibility

It is the responsibility of the exhibiting firm to be fully familiar with these Rules and Regulations and to see that each member of the firm attending the Trade Show, either as exhibit personnel or delegate, or both, is also familiar with these Rules and Regulations.

Interpretation and Enforcement

Interpretations and applications of these rules and regulations shall be within the sole discretion of WA-ACTE, and all rulings in such instances shall be final with regard to use of any exhibit space. In addition to any other recourse referenced in these rules and regulations, WA-ACTE may have recourse for the violation of any of these rules in any manner it deems appropriate, including expulsion of an exhibitor from the show and suspension from future shows. Any and all matters or questions not specifically covered in these rules and regulations shall be subject solely to the determination of WA-ACTE.

Any legal action by an exhibitor against WA-ACTE related to these rules must be brought in state or federal court in Olympia, Washington, and any recovery by an exhibitor is limited to rental fees actually paid by the exhibitor, and indirect or consequential damages may not be sought.

Successors and Assigns

The exhibitor contract, including these rules and regulations, shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.