

#### **Basic Terms & Conditions**

By agreeing to this form, exhibitor agrees to pay the full contracted amount as outlined. No exhibitor will be permitted to move into their designated space until the exhibit space is paid in full., If choices of space and/or sponsorship have been previously assigned, WA-ACTE may assign the exhibitor to what it considers the best available space. In the event that WA-ACTE is unable to hold its Exhibition, paid companies will be extended a credit option for 100% of funds paid for use for the next similar Exhibition. No refunds will be made. Exhibitor agrees to comply with these terms and all below terms, rules, and regulations as published or posted by WA-ACTE.

### **Contract for Space**

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

# **Payment Terms**

Full Payments due at time of registration: WA-ACTE reserves the right to cancel booth space if payment is not made in full at the time of registration.

#### **Cancelations**

All cancelation requests must be submitted in writing and e-mailed to <a href="mailed-to-taa@wa-acte.org">taa@wa-acte.org</a>. Telephone requests WILL NOT be honored. WA-ACTE is not responsible for weather-related travel delays or other issues related to personal travel and no refunds will be given due to these occurrences. Eligible refunds will be processed within 60 days of receipt of written notice of cancelation as follows: Fifty percent (50%) of the exhibit space fees will be refunded for cancelations received one month prior to the Exhibition. Cancelation requests received after one month prior to the Exhibition are nonrefundable.

### **Booth Tear-Down Policy**

Exhibitors who start tearing down their booths before the official closing time of the Exhibition will be subject to penalties and be required to pay a fine of one-half the total cost of their booth space.

# Registration

Registrations for exhibitors should include a maximum of 4 exhibitor registrations per booth space for any company.

#### **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. Exhibitors changing booth size will be liable for the full amount charged by WA-ACTE for the space originally contracted or for the new space, whichever is greater.

# **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 assign or 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 Exhibition and dismantle them immediately after the close of the show. The official contractor will set up all exhibits that have not been set up. The exhibiting company must pay for the work. 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 (10' perimeter space, and 8' inline), 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 Exhibition 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 give-away 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, sidewall, riser, or display, is exposed to view, such portion of this display must be suitably draped with fire proof 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. Each 8x10 booth will be set with 8' high back drape, a 3' high side drape on two sides, one 6' skirted tables, two chairs, one booth ID sign, and electrical service (500 watt/110 volts). Nothing may be attached to the drape by the order of the fire marshal. Each exhibitor will be provided with one identification sign consisting of the company name, and booth number. Copy for these signs will be provided to the decorator by WA-ACTE, using the information provided by the exhibiting company.

# Types of Exhibits

The following types of exhibits have been approved. Any deviation must be submitted in writing to the WA-ACTE Show Management for clearance ninety days before the opening of the show.

- ONE-AISLE BOOTH (Inline Booth)—Background and end sections, including signs must not exceed 8' in height. Do not extend end sections out from the back line more than 5' at the maximum 8' height limit and/or higher than 42". Certain pieces of equipment may rise over the 42" limitation as long as the views down the aisle and the views to adjacent booths are not obstructed. Exhibit management reserves the right of final approval.
- TWO-AISLE BOOTH—All restrictions are the same as for one aisle booth.

If your exhibit plans are not defined by the above examples, contact Show Management for clarification. Management will not approve unsafe exhibit construction, or any which obstruct the visibility of other exhibitors, or encroach upon the aisles or other exhibit areas. Please make sure to make these facts known to your decorator or display builder.

### **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 Exhibition. Exhibitors are urged to report immediately violations of this latter rule to Show Management.

#### **Exhibitor Presentations**

WA-ACTE does not allow product sales presentations to be conducted anywhere at its conferences except within the exhibitor hall 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 violating this policy will be barred from future presentations.

#### **Exhibitor Staffing**

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

#### Security

The Show Management will coordinate security. Remember that the security provided by Show Management does not guarantee your equipment's safety. 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. 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, floral, 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 Show Management must be notified in writing by one month prior to the Exhibition, or the non-official contractor will not be allowed on the exhibit floor. All non-official contractors hired by the exhibitor must notify in writing Bear Event Services, 509-834-7868, info@beareventservices.com and WA-ACTE Show Management of the services they will provide. A booth plan and specifications should accompany the request. Non-official contractors will be required to provide a certificate of insurance naming the Washington Association for Career and Technical Education, the Exhibition location, and Bear Event Services as additional insured. The "Certificate of Insurance" must be in the amount of \$1,000,000,00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, covering the dates of the 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 Exhibition. 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 Exhibition 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 flame-proof test as prescribed by the ordinance of the Conference city.

### Insurance and Liability

Insurance Requirements: All exhibitors must maintain general public liability insurance against claims of personal injury, death, or property damage incident to, arising out of, or in any way connected with their participation in the Exhibition. The insurance coverage must be in the amount of not less than \$1,000,000 for personal injury, death, or property damage in any one occurrence. Exhibitors must also carry property insurance for their exhibits and display materials. This insurance should include coverage for theft, damage, and loss during the Exhibition, including installation and dismantling periods. Indemnification: Exhibitors shall indemnify, defend, and hold harmless WA-ACTE, its officers, directors, agents, and employees from and against any claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and costs of litigation, arising out of or in any way connected with the exhibitor's participation in the Exhibition, except for those claims arising out of the sole negligence or willful misconduct of WA-ACTE. Waiver of Subrogation: Any policy providing such property insurance must contain an express waiver by the exhibitor's insurance company of any right of subrogation as to any claims against WA-ACTE, its officers, directors, agents, or employees.

# 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, food and beverages will need to be distributed in coordination with the catering services at the Exhibition location. 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 and 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 Exhibition.

# **Exhibitor Staffing**

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

### **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 in their booths during non-exhibit hours must get special permission from Show Management 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 Show Management prior to show set-up the exact time and duration of the meeting, and the names and number of expected attendees. Exhibitor badges will be required for every participant to enter the 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. The exhibitor warrants that all necessary licenses and permissions have been or will be obtained prior to using the contracted space. Exhibitor agrees to indemnify and save the Exhibition 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.

# **Exhibition Location Regulations**

Exhibitors agree to abide by all Exhibition location regulations relating to exhibitors.

### 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 Exhibition, 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.

# **Successor and Assigns**

The exhibitor contract (by registration through RegFox/Webconnex), including these rules and regulations, shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

For more information, contact 360-786-9286 or wa-acte@wa-acte.org.

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