

# 2010 Southwest Pool & Spa Show GENERAL RULES AND REGULATIONS

## 1. General

All matters and questions not covered by the General Information, Rules and Regulation are subject to the decision of Show Management. The General Information, Rules and Regulations may be amended or supplemented at any time by Show Management, and all such amendments or additions shall, upon reasonable notice, be as equally binding on all parties affected as the original General Information, Rules and Regulations.

## 2. Qualifications

Eligibility is generally limited to persons or firms who supply products and services to the Pool and Spa Industry. Applicants who have not previously exhibited may be required to submit the nature of their business and the scope of items to be exhibited. Show Management reserves the right to reject any applicant from exhibiting.

## 3. Assignment of Space

Space will be assigned on a first-come, first-served basis. Show Management will attempt to honor an Applicants' request for booth space and its desires with respect to companies that it does not wish to have located next to its space. However, Show Management specifically reserves the right to assign Applicant to the best space available should its choices be unavailable. Further, should a space location conflict arise, Show Management specifically reserves the right to require the Applicant to choose between waiving its request not to be located next to a specific company or selecting another available exhibit space.

## 4. Use of Space

The space contracted for is to be used solely for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the written consent of Show Management.

## 5. Cancellation

A cancellation fee of 50% of the total booth cost shall be assessed in the event of contract cancellation on or before December 11, 2009. No refunds are available for cancellations made after December 11, 2009. All cancellation notices must be received in writing. Show Management reserves the right to treat an exhibitors "downsizing" of booth space as cancellation of the original space and purchase of new booth space. Exhibitor may be required to move locations if they request a downsizing of space. Payment in full is due no later than December 11, 2009. If full payment is not received by the aforementioned payment deadline, booth space may be released.

## 6. Default

Any Exhibitor failing to occupy by 11:00 am on Friday, February 12, 2010, any space contracted for but not canceled, will be obligated for the full cost of the space and is not entitled to any refund or rebate. Show Management has the right to use said space to suit its own convenience, including selling the space to another exhibitor without any refund, rebate or allowance to the defaulting exhibitor and without incurring any obligation of any kind to said defaulting exhibitor.

## 7. Hold Harmless and Insurance

Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to exhibitor's displays, equipment and other property brought upon the premises of the exhibit hall. Exhibitor shall indemnify and hold harmless the exhibit hall, Show Management, and/or APSP Region 3 and the Southwest Pool and Spa Show, their agents and employees from losses, damages and claims inside or outside of the exhibit hall that may arise as a result of acts or omissions of the exhibitor, its employees, or

agents. The exhibit hall and Show Management and /or APSP Region 3 and the Southwest Pool and Spa Show will not be liable to the exhibitor, its employees, agents or guests for any damages, loss or injury from fire, electricity, water, storm, riot, smoke, theft, accident or any other cause. The exhibitor agrees to provide insurance coverage for personal injury and property damage liability. Insurance protection against fire, theft or damage to the Exhibitor's materials and injury to the exhibitor's employees must be carried at the exhibitor's expense. The amount of required insurance shall meet the requirements set by all governmental authorities having jurisdiction as well as exhibit facility requirements.

## 8. Taxes

Exhibitor assumes the entire responsibility for and shall indemnify and hold harmless the exhibit hall, Show Management, and APSP Region 3 Southwest Pool and Spa Show, their agents and employees, from all state, federal and local taxes associated with sales activities relating to its exhibit.

## 9. Booth Accessibility

In accordance with Title III of the Americans with Disabilities Act (ADA), each exhibitor is responsible for making its exhibit accessible to the disabled, and must indemnify and hold harmless the exhibit hall, Show Management and APSP Region 3 Southwest Pool and Spa Show against failure to do so.

## 10. Use of Intellectual Property

Exhibitor represents and warrants that it shall not violate any copyright, trademark, or other similar intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any license the APSP may obtain or any other laws and restrictions with respect to the use or performance of music, whether live or recorded, artwork, and trademarks of third parties at the APSP Region 3 Southwest Pool and Spa event. Exhibitor further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting its use of copyrighted music or other intellectual property, including but not limited to, all obligations to report data and to pay royalty fees. Exhibitor agrees to indemnify, save and hold harmless APSP Region 3, and its directors, officers, agents, employees, members, and each of them, from and against any and all claims, costs, and expenses (including legal fees), demands, actions, and liabilities of every kind and character whatsoever with respect to any breach of the foregoing representations and warranties.

## 11. Installation and Dismantling

Exhibitors have move-in and move-out times as indicated in the Exhibitor Service Manual. Failure to remove an exhibit in the allowed time will afford Show Management the right to remove and place same in a warehouse, subject to the exhibitor's disposition, with all charges to follow at no liability to Show Management. All exhibits must remain intact until the Exposition is officially closed.

## 12. Refreshments, Gifts and Contests

Show Management reserves the right to prohibit, limit or discontinue the distribution of gifts, giveaways, or similar promotions. Contests, raffles and drawings, if permitted under state or local laws, will be subject to the written approval of Show Management. There will be no announcements of exhibitor's contests, drawings or raffle winners during the Exposition.

## 13. Exhibit Design and Inclusion

Standard 10x10 in-line booths will be provided back drape and side rails that must be utilized. All exhibits will be bound by the rules and regulations for booth construction contained in the Exhibitor Service Manual. All exhibits and personnel must remain within the confines of their purchased space. Specific exhibit guidelines are also detailed in this section under the "Exhibit Design Information".

## 14. Use of Aisles and Common Areas

The aisles, passageways and overhead spaces remain strictly under control of Show Management, and no signs, decorations, banners, advertising matter or special exhibits will be permitted in the aisles. All booth personnel must remain within the booths occupied by their employers. Any and all advertising distribution must be made from the Exhibitor's booth space. The exhibitor will be responsible for abiding by all city fire and safety codes that may be in affect. Exhibitors will not be allowed to project images onto aisles, ceilings, walls or any other space out side the exhibitors purchased booth space.

## 15. Restrictions

Show Management reserves the right to restrict exhibits that may have been falsely entered, or may be deemed unsuitable or objectionable. This reservation applies to noise, persons, things, conduct, printed matter or anything of a character that might be objectionable to the Exposition as a whole. Public address systems must not interfere with the activities of the adjoining exhibitors. Electric or electronic amplification of musical instruments is specifically prohibited. Children under the age of 18 are specifically prohibited from being on the trade show floor during move-in and move-out hours.

## 16. Service Organizations

In the interest of making available the best-qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Exposition, Show Management has contracted on an exclusive basis, official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by Exhibitor appointed contractors (EAC) within certain guidelines.

**17. Rights in the Event Exposition is Not Held.** Should Show Management elect to cancel the Exposition, Show Management's liability to the exhibitor shall be the refund of any payments for booth

space received. Show Management shall not be liable for any consequential damages that may arise from such cancellation. Should the Exposition be canceled due to circumstances beyond the control of Show Management including, but not limited to, acts of God, acts of war, acts of terror, governmental emergency, labor strike or destruction of exhibit facility, Show Management shall return each exhibitor's space payments less a pro rata share of costs and expenses incurred.

## 18. Changes in the Floor Plan

Show Management reserves the right to make appropriate changes in the floor plan and booth locations as it deems necessary for the overall success of the Exposition.

## 19. Exhibitor Registration and Badges

Each company may register five (5) company representatives per 10x10 booth as "exhibitors". "Exhibitor" badges do not include conference functions. Exhibitors must wear badges at all times in accordance with their affiliation. Badge swapping among personnel is strictly prohibited.

## 20. Program and Event Guide

Show Management will make all reasonable efforts to assure the accuracy of exhibitor listings in the program and event guide. Due to the quantities of entries, errors can occur. Show Management will not be liable to exhibitors for errors and/or omissions.

## 21. Hospitality Suites / Outside Exhibits

By executing this contract, exhibitor agrees that its entire exhibit and display will be confined to the exhibit hall and the booth space purchased and assigned. This prohibits Exhibitor from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots and hotel lobbies. This would include sales closing areas and unauthorized factory tours. Exhibitor agrees not to operate a hospitality suite or schedule other functions during hours in which Conference/Exposition functions are held.

## 22. Violations of Rules and Regulations

Violations of these rules and regulations will afford Show Management the right to execute one or more of the remedies as indicated on the back of the exhibitor contract. Provided, however, that the imposition of one or more of these remedies by Show Management shall not in any way limit available remedies provided in other provisions of this contract or by law.

**2010 Southwest Pool and Spa Show**  
c/o MPIRE Management Group  
5005 Royal Lane, Suite 116  
Irving, Texas 75063  
800-773-7440 or 972-929-3169  
Fax: 972-915-6040