

WACA Conference Partner agreement 2014

TO THE WASHINGTON ACTIVITY COORDINATORS ASSOCIATION: The applicant desires to participate in the annual conference and exhibitor exposition of the Washington Activity Coordinators Association to be held at the **Three Rivers Convention Center**; subject to terms, conditions, rules and regulations governing said conference and exposition which are set forth herein, in the Partner Packet, and which are all expressly made a part of this Application and Agreement.

BOOTH ASSIGNMENT: It is understood that assignment of space is at the sole discretion of the Washington Activity Coordinators Association. The Washington Activity Coordinators Association cannot and does not guarantee an assignment of space in accordance with applicant's request. Applicant agrees that it will accept the booth, or space, assigned to it by the Washington Activity Coordinators Association.

BOOTH RENTAL FEES: Applicant agrees to pay the rental fees allocated to the space(s) assigned to it as follows: Partner booth = \$195, Double Booth = \$390. Booths are approximately 8 foot tables. Rental fee includes electric power and wireless internet access. Spaces may not be shared with another company without prior written permission of the Washington Activity Coordinators Association.

PAYMENT OF FEES: Applicant must enclose a check, payable to the Washington Activity Coordinators Association, or submit a credit card payment, in the amount of the total space rental fees. Any billing irregularities will be billed at \$15 per incidence. This includes but is not limited to insufficient funds on a check or having to run a credit card a second time or changing the card to which the charge is being made. Application and payment should be mailed or submitted online to the Washington Activity Coordinators Association. This application is not binding until and unless accepted and signed on behalf of the Washington Activity Coordinators Association; and when so accepted and signed, it shall constitute a binding contract upon the applicant/exhibitor and the Washington Activity Coordinators Association, subject to the terms, conditions, rules and regulations appearing in this Partner Agreement and expressly made a part hereof.

CANCELLATION POLICY: If an exhibitor finds it necessary to cancel its company's participation in the 2014 Washington Activity Coordinators Association Conference and Exhibitor Exposition, a refund will be made if cancellation is received, in writing, no later than January 1st, 2014. In such event, the Washington Activity Coordinators Association will refund to the exhibitor 60% of the booth cost. Between January 1st and February 1st, WACA will refund 40% of your booth cost. No refunds will be given after February 1st, 2014.

1. Contract For Space - Applicants for exhibit space are required to forward to the Washington Activity Coordinators Association the formal Application and Agreement provided. To be valid, each application must include total payment of space fees and must specify products scheduled for exhibition and/or distribution. The application for space and formal notice of acceptance by the Washington Activity Coordinators Association and full payment of space fees constitute a contract for the right to use this space pursuant to the terms, conditions, rules and regulations as stated herein.

2. Dates and Hours - The exhibitor area will be open to delegates on Thursday, March 13th from 8:00 a.m. - 3 p.m. An agenda and schedule of hours will be included in exhibitor's booth assignment/confirmation email. Exhibitor agrees to keep space open and attended during all Exhibitor Exposition hours as established by the Washington Activity Coordinators Association.

3. Installation and Dismantling - Installation times for Exhibitors will be e-mailed with application acceptance letter. Any space not claimed by said setup time may be re-assigned without refund of rental paid. Exhibitor expressly agrees not to dismantle the exhibit or to do any packing before the close of exhibits on Thursday, March 13th. Final dismantling is to be done after the closing hour Thursday, March 13th. All exhibits must be removed by 4:30 p.m.

4. Use of Space - All activities must be confined to the limits of the exhibit space. Exhibitor shall not assign, share or sublet any space allotted without the written consent of the Washington Activity Coordinators Association. Exhibitor is not permitted to show goods other than those manufactured or sold by it in the regular course of business. No interference with the light or view of other exhibitors or the free passage of delegates will be permitted. Radios, televisions and other electronic devices cannot be used at a level that is distracting to other exhibitors. No other hotel space, including exhibitor hotel rooms, may be used for exhibitor activities.

5. Irregular Canvassing, Selling, Activities Beyond Exhibitor's Space - Distribution of circulars or promotion material may be made only within the space assigned to the exhibitor presenting such material.

6. Name Badges - All booth personnel must wear an identification badge issued by the Washington Activity Coordinators Association. Admittance to any exhibitor area may be denied to any person without a proper badge. Name badges will be prepared on site and must be worn at all times.

7. Fire Protection - Inflammable or other dangerous fluids, substances, materials, equipment, or other items, the use of which is in violation of city, county or state laws or regulations, may not be used in any booth.

8. Sound Devices - No sound-making equipment of any kind may be set up or used in exhibit space without the prior approval of the Washington Activity Coordinators Association.

9. Restrictions in Operation of Exhibits - Washington Activity Coordinators Association reserves the right to restrict exhibits which, because of noise, method of operation, materials, or any other reason, become objectionable, and also to prohibit or evict any exhibit which in the sole opinion of the Washington Activity Coordinators Association may detract from the general character of the exhibit as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character, which the Washington Activity Coordinators Association determines is objectionable. In the event of such restriction or eviction, the Washington Activity Coordinators Association is not liable for any refunds of rentals or other exhibit expense. The Washington Activity Coordinators Association shall be entitled to close an exhibit at any time for failure by any Exhibitor or any of their officers, agents, employees, or their representatives to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to a refund of any part of any fee.

10. Care of Building and Equipment - Exhibitors, or their agents, shall not injure or deface the walls or floors of the building, the booths, or the equipment of the booths. When such damage occurs, the Exhibitor is liable to the owner of the property so damaged.

11. Catastrophe - In the event that because of war, fire, strike, government regulation, public catastrophe, act of God, or the public enemy or other cause, the show or any part thereof is prevented from being held, or is cancelled by the Washington Activity Coordinators Association, the Washington Activity Coordinators Association shall determine and refund to the applicant its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the Washington Activity Coordinators Association and reasonable compensation to the Washington Activity Coordinators Association, but in no case shall the amount of refund to the applicant exceed the amount of the exhibit fee paid.

12. Liability and Insurance - The Washington Activity Coordinators Association, the **Three Rivers Convention Center** or any of their officers or staff members will not be responsible for the safety of the property of Exhibitor from theft, damage by fire, accident or other causes. Exhibitor is advised to consult his insurance broker for proper coverage on display material from the time it leaves his company's premises until its return. Neither the Washington Activity Coordinators Association, the **Three Rivers Convention Center** nor any of their officers, agents, employees or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause and neither the Washington Activity Coordinators Association nor the **Three Rivers Convention Center** will obtain insurance against any such damage, loss, harm, or injury.

13. Indemnification - Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and hold the Washington Activity Coordinators Association, the **Three Rivers Convention Center** and their employees and agents harmless against all claims, losses, and damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the Washington Activity Coordinators Association, the **Three Rivers Convention Center**, their employees and agents. In addition, Exhibitor acknowledges that the Washington Activity Coordinators Association, the **Three Rivers Convention Center**, do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption, property damage and theft insurance covering such losses by Exhibitor.

14. Selection of Exhibitors - The Washington Activity Coordinators Association reserves the right, in its sole judgment, to reject any proposed exhibitor and/or to reject any exhibit, at any time, which it deems to be inappropriate. Notwithstanding the date of receipt of this Application and Agreement, the Washington Activity Coordinators Association reserves the right to limit the type, number, and location of exhibitors.

15. Health Permits - Exhibitors providing or dispensing food shall apply for and secure all applicable city, county or state health permits and conform to all rules of the **Three Rivers Convention Center**.

16. Copyrighted Material - Exhibitor warrants, on its own behalf and any Artist/Performer's behalf, that all copyrighted material to be played or performed has been duly licensed or authorized by the copyright owners or their representatives and Exhibitor further warrants, on its own behalf and the Artists/Performer's behalf, that any and all royalty fees arising from the use of copyrighted material in this performance has been paid in full. Exhibitor specifically agrees to fully indemnify and hold harmless the Washington Activity Coordinators Association, its agents and employees against any losses or liabilities relating to copyright or trademark violations or claims.

17. Right of Entry - The Washington Activity Coordinators Association reserves the right to enter any exhibit booth or room at any time for any purpose including eviction. These regulations become a part of the contract between the Exhibitor and the Washington Activity Coordinators Association. They have been formulated for the best interest of the exhibitors. The Washington Activity Coordinators Association respectfully asks the full cooperation of the exhibitors in their observance. All points not covered are subject to the sole decision of the Washington Activity Coordinators Association.