

# Info Fair 2019

## Terms and Conditions of Contract

**1. Contract for Space.** By registering online, Exhibitor/Sponsor represents that it is fully experienced, properly qualified, registered, licensed, in home state and as necessary to fulfill the Contract. Exhibitor/Sponsor shall procure, maintain and pay for all required insurance related to both its employees and its participation in Info Fair 2019 and shall at all times include EWTA-The Engineered Wood Technology Association ("EWTA") as an additional named insured on a primary basis on all such policies. Exhibitor/Sponsor shall maintain complete control over its employees and nothing in this contract shall create any contractual relationship between any employee of Exhibitor/Sponsor and EWTA. Exhibitor/Sponsor represents that it is an Independent Contractor. EWTA determines the eligibility of any company, product or service for Exhibitor/Sponsor. Acceptance of this registration does not imply endorsement by EWTA of Exhibitor/Sponsor's product or service nor does rejection imply lack of merit of any product or service. This registration, when endorsed by EWTA with notice of space assignment, constitutes a contract for the use of the space, subject to receipt of payment for space rental. No space assignment shall be made until payment has been received by EWTA.

**2. Arrangement of Exhibits.** All exhibits will be arranged in accordance with the master floor plan developed by the official service contractor. Exhibits may not project beyond the space allotted or interfere with traffic to other exhibits. Use of full height and full depth is permitted.

**3. Use of Exhibit Space.** No exhibitor may sublet, assign or apportion any part of the space allotted, or represent, advertise or distribute literature for the product or service of any other firm or individual except as approved in writing by EWTA. The purpose of the exhibit is to inform and educate APA – *The Engineered Wood Association* members regarding characteristics and uses of the exhibitor's product or service.

**4. Installation/Dismantle.** Exhibitors can begin move in Saturday, November 2, at Noon and must be completed by 5 pm on Saturday, November 2. No exhibit, or portion thereof, may be removed during the exhibition without written authorization of EWTA. Exhibitors can begin move out at 7 pm on Monday, November 4, and must be completed by 11pm on Monday, November 4.

**5. Guidelines.** Professional table top, portable or modular. Must be a free-standing unit. Booth is 8' x 10' piped and draped space. Booth package includes 7" x 44" booth sign, (1) 8' skirted table, (2) side chairs and (1) wastebasket.

**6. Restrictions.** EWTA reserves the right to restrict exhibits which, because of noise, method of operation or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the exhibition as a whole. EWTA may forbid installation or request removal or discontinuance of any exhibit or promotion which, if continued, departs substantially from the design and description given advance approval. In the event of such restriction or an eviction, EWTA is not liable for any refund or rental or other expenses. Advertising, displays, demonstrations and conferences in the interest of business are not permitted except by firms that have rented space to exhibit and have cleared plans in advance.

**7. Conduct.** Exhibitors operating machinery, equipment or other noise-creating devices shall do so only at a level that will not interfere with other exhibitors or add unduly to general acoustic inconvenience, or EWTA may require discontinuance of their use. All demonstrations, interviews and other exhibit activities must be conducted so as not to infringe on the rights of other exhibitors or offend visitors to the exhibit. Exhibitors may not conduct raffles or lotteries, nor may they distribute food or beverages in their booths. Good business taste shall

govern booth attendant's dress. The use of costumes must be approved in advance by EWTA. The exhibitor agrees not to sponsor group functions, such as tours, film showings, speeches or other activities, during exhibit hours or in conflict with any officially programmed APA annual meeting event.

**8. Souvenirs and Samples.** Distribution of souvenirs and samples in a dignified fashion is permitted provided there is no interference with other exhibits, and the souvenirs or samples pertain to or contribute to the wood products industry. Distribution of unrelated items will be permitted only by advance review and specific written approval by EWTA. Also, EWTA may withhold or withdraw permission to distribute souvenirs, advertising or any other material it considers objectionable.

**9. Fire Regulation.** Booth decorating and construction must conform to fire regulations of the exhibition city and facility. Combustible or explosive materials and substances may not be used. Cloth and other flammable materials must be flameproof. Packing containers, excelsior, wrappings and similar materials must be removed from the exhibit area and not stored under tables or behind displays.

**10. Care of Premises.** No part of an exhibit and no signs or other materials may be posted, nailed or otherwise affixed to walls, doors or other surfaces in a way that might mar or deface the premises of booth equipment and furnishings. Damage from failure to observe this notice is payable by the exhibitor.

**11. Exhibitor/Sponsor Personnel.** All personnel of Exhibitor/Sponsor shall register for the APA Annual Meeting and wear the APA identification badge while on the exhibition floor and while attending APA Annual Meeting events. The badge entitles the wearer to attend all open meetings, meals, and hospitality functions.

**12. Indemnity.** Exhibitor/Sponsor hereby releases and shall indemnify, defend and hold harmless EWTA its subsidiaries, affiliates and the officers, agents, employees, successors and assigns and authorized representatives of all the foregoing from and against any and all suits, actions, legal, or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, expenses, and losses of whatsoever kind or nature in connection with or incidental to the performance of its obligations under this Contract, whether arising before or after Info Fair 2019 and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence whether active or passive of Exhibitor/Sponsor, or of anyone acting under its direction or control on its behalf. Exhibitor/Sponsor's release, indemnity and hold harmless obligations, or portions or application thereof, shall not apply to liability caused by the willful misconduct or sole negligence of EWTA. In the event any claim is made hereunder, the party at issue shall provide the other with written notice of such claim within three (3) days of receipt thereof. Said notice shall be given by electronic mail.

**13. Interpretation and Enforcement.** These regulations become a part of the contract between the exhibitor and EWTA. EWTA has full power of interpretation and enforcement of these rules and may amend them at any time. All matters in question not covered by these regulations are subject to the decision of EWTA, and all decisions so made shall be binding on all parties affected by them as by the original regulations. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of EWTA, conduct themselves unethically, may be dismissed from the exhibit without refund or other appeal.

**14. Cancellations.** All cancellation requests must be made in writing. No cancellation refunds will be made after October 1, 2019.

