

POLICIES AND PROCEDURES

POLICY NUMBER: 93-2
SUBJECT: **BOOTH ACTIVITIES AND GUIDELINES FOR EXHIBITORS AT CWEA CONFERENCES**
EFFECTIVE DATE: June 26, 1993
REVISION DATE: September 21, 1996; June 17, 2000; September 14, 2005; January 30, 2010
APPROVED BY: CWEA BOARD OF DIRECTORS

POLICY:

SHOW MANAGEMENT: CWEA, as it appears in the following rules and regulations, shall mean the California Water Environment Association (CWEA) Board of Directors, who determines the interpretation and enforcement of the following rules and regulations. The decision of the Board of Directors is final.

AGE REQUIREMENTS FOR ADMITTANCE TO EXHIBIT: In the interests of safety, no one under the age of 18 is permitted in the Exposition during set-up, during the Exposition, or during tear-down, unless accompanied by an adult.

ADMISSION HOURS: Exhibitors will only be allowed on the floor 1 hour prior to the opening on Exhibition Dates (except set up hours.) If for some reason an exhibitor must stay at his exhibit after the daily show closing, special arrangements need to be made with Show Management. This procedure will enable us to notify our security personnel.

Exhibitors may not hold any meetings or events that conflict with the Exhibition or Conference Hours.

AISLE SPACE: All aisle space is under control of CWEA and must not be used in any way for exhibit space.

BOOTH ASSIGNMENT: No exhibitor will assign, sublet, or share the space assigned without the knowledge and consent of the CWEA Exhibit Chair and staff. (However, no notification is required for third-party payors.)

BOOTH PERSONNEL BADGES: All personnel representing the exhibitor on the exhibit floor during the official show hours must be properly identified with the official conference badge. Exhibitor registration will be open during setup of the exhibition and throughout the duration of the show.

CANCELLATION OF SHOW: Should the conference and exhibition be canceled, postponed, or abandoned due to fire, strikes, weather, act of terrorism in the immediate area of the conference, curtailment of transportation or other uncontrollable circumstances before the opening date, the exhibit space contract will not be binding and exhibitors will receive refunds.

CERTIFICATE OF INSURANCE: Exhibitor will maintain the following insurance for the entire period of the Exhibition:

- Worker's Compensation Insurance to meet statutory requirements and Employers Liability Insurance with limits not less than \$500,000
- General Liability Insurance having a combined single limit for bodily injury and property damage in the amount not less than \$2,000,000 per occurrence and in the aggregate.
- Coverage under this insurance shall include Contractual Liability, Product Liability and Personal Injury Liability
- Certificate of Insurance must be furnished if requested by CWEA however, failure to request proof of insurance shall not relieve Exhibitors from carrying the above coverage.

CONFLICTS/ISSUES: For any issues that arise during exhibit set-up and hours, CWEA will work with the Exhibitors to handle the issue to determine the best course of action. However, CWEA will not issue a monetary refund for the current year's booth fees.

CONTRACT: The booth regulations and guidelines shall become a part of the contract between the exhibitor and CWEA. All points not covered are subject to decision of CWEA. Applications will not be accepted unless the exhibitor has signed (as part of the application) that they have reviewed and have received the booth regulations and guidelines policy.

DAMAGE LIABILITY: Exhibitors are liable for any damage caused to building floor, walls, columns, or to standard equipment or other decorator property.

DECORATION STANDARDS: No combustible decorations, such as crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, excelsior, and wrapping paper should be removed from the floor and must not be stored under tables. In order to conform to local fire ordinances, as well as the National Board of Fire Underwriters, all decorative materials, including fabrics, must be fire resistant and meet with standards established by the Fire Marshal's Office. Balloons may or may not be allowed due to fire code and infra-red devices. The decorator will advise exhibitors if they are allowed and what fees may apply. No live animals of any size will be permitted within the show facility with the exception of service animals.

DISPLAY REGULATIONS: No exhibit may block or interfere with a neighboring exhibit. Height is the most critical dimension of these display rules. The objective is to assure that every exhibitor has an equal opportunity to be seen. In general, greater heights are permitted in booths farthest removed from adjoining booths. Lower height limitations prevail where they are necessary to ensure sight lines from aisles.

Specific regulations to particular booth types:

- Standard Booth (One or more standard units in a straight line): Maximum display height is 8 feet high. If the display is over 4 feet high it needs to be confined to an area within 5 feet of the back line.
Exhibitors with a larger space (30 lineal feet or more) should also be able to effectively use as much of the total floor space as long as they do not interfere with the rights of others. There is a limitation of display fixtures over 4 feet and within 10 lineal feet of a neighboring exhibit.
- End Cap Booth (Peninsula booth, two or more booths side by side at the end of an aisle): Exhibitors may not exceed the backwall height of 8 feet in the center 10 feet. Booths may also not exceed the backwall height of 4 feet in the outer 5 feet.
- Island Booth (A collection of four or more booths contracted by one exhibitor with 360 degree aisle access) Since island booths are automatically separated by the aisle, full use of the floor space is permitted, however any back walls or drapes set along the booth perimeter may not be higher than 4 feet.

Structural elements must be designed to be self-supporting. Nothing can be taped, mounted or attached in any form or manners to walls, doors or facility structure. The driving of nails, tacks, screws into floors, walls, columns, ceilings or trim will not be permitted.

Hanging Signs must be cleared with CWEA and its contracted decorator (who will coordinate with the facility). Costs and terms furnished by event upon request.

EARLY TEAR-DOWN: Removal or "tear-down" of display prior to close of show is prohibited.

ELIGIBLE EXHIBITS: CWEA reserves the right to determine the eligibility of any company or product for inclusion in the conference, and reserves the right to reject, evict, or prohibit any exhibit, in whole or in part, or any exhibitor, or his/her representatives, with or without giving cause.

ENDORSEMENT: CWEA does not in any way imply endorsement of any product or service of any exhibitor by entering into the exhibitor contract.

EQUIPMENT DEMONSTRATION: Equipment being demonstrated must be set at least two feet from the aisle line of the exhibit. Space must be left within the exhibit area to absorb the booth personnel and spectators. Should spectators interfere with the normal traffic flow in the aisle, overflow into neighboring exhibits, or divert aisle traffic, the demonstration must be limited or eliminated.

Working motors, air pumps, etc. used to power a display must be positioned within the display area to avoid discharging sound or air into neighboring booths.

If moving equipment or displays with moving parts are being used, they must be presented and function in a safe manner, with appropriate safeguards to assure the safety of all present in the exposition halls. The Exhibitor is solely liable for the operation of all displays and agrees to indemnify and hold CWEA, its officers, directors, volunteers, employees, guests, invitees and agents harmless from any and all claims of liability arising out of Exhibitors exhibit, demonstration and the like.

Exhibitors are prohibited from operating any type of display on the grounds of the exposition facility, other than in the space assigned by CWEA.

CWEA reserves the right to restrict demonstrations, literature, or entertainment which CWEA deems objectionable or disruptive to the overall character of the Exposition. The Standards of Decorum clause of this policy applies to all activities.

EXHIBITOR SERVICE CENTER: CWEA events that contract the services of a decorating company will have a service desk on the floor to provide assistance to the exhibitors. Exhibitors may inquire with the decorator directly about shipments, electrical needs, labor needs, etc.

FAILURE TO ENFORCE: The failure of CWEA to enforce any of its rights under the provisions of this contract shall not be deemed a waiver of said rights and shall not act to prevent the enforcement of said rights at any time in the future. Exhibitors, by sending in payment, agree to all terms and conditions of this license.

FIRE SAFETY AND HEALTH: The exhibitor agrees to accept full responsibility for compliance with local, city, and state fire, safety, and health ordinances regarding the installation and operation of equipment. All exhibit materials and equipment must be reasonably located within the booth and protected by safety guards and devices where necessary to prevent personal accidents to spectators.

GIVEAWAYS, CONTESTS, DRAWINGS: Drawings, lotteries, and/or contests that have prizes of substantial value (e.g. cars, boats, etc.) are expressly prohibited. All giveaways, contests, drawings, etc. must comply with local legal requirements. All food must be secured through the CWEA staff and ordered through the official caterer except as specified in conference's specific materials. Activities must be confined to the space for which the exhibitor has contracted, including distribution of printed materials and placement of signs.

INTERPRETATION AND AMENDMENT: The Board of Directors has full power to interpret or amend these rules. The Board promises full cooperation for a successful show and will be pleased to work with the exhibitors toward this end.

INSTALLATION, SHOWING AND DISMANTLING: Show Hours, Set-up Hours and Dismantle Hours are specified in the Exhibitor Invitation. CWEA reserves the right to alter the show hours in any manner they see will be needed to best serve the conference.

Any crated deliveries that remain unattended 4 working hours before show open will be erected or placed into storage at the discretion of Show Management unless otherwise noticed by the exhibiting company. All charges for labor will be charged to the exhibitors account.

All storage and handling charges for not removing materials from the floor at the conclusion of the move-out period shall be the responsibility of the exhibitor. Exhibitors requesting the scrapping of any exhibit material, rates, etc shall pay for any expenses involved.

LIGHT STANDARDS: Flashing lights or other distracting or annoying materials are prohibited.

Those displaying simulated UV lights must mask the lights with smoked plexi-glass or drape so the lights do not disturb neighboring exhibitors. UV lights are not permitted.

MUSIC: No exhibitor will play music of any kind. Any fines that CWEA incurs as a result of an exhibitor playing music will be paid by the exhibitor.

NOISE STANDARDS: The following noise standards are intended to protect exhibitors and visitors from nuisances and hazards related to excessive sound levels by establishing maximum tolerances:

- Sound level readings will be made in decibels.
- Sound levels will be measured at the adjoining booth's border, nearest the source of the noise. Measurements may also be taken at the aisle edge nearest the sound source.
- The base sound levels for large exhibit halls (50 or more booths) will be 70 decibels.
- The base sound level for small exhibit halls (49 or fewer booths) will be 65 decibels.
- Base sound levels may be adjusted according to exhibit hall characteristics and anticipated hall activity. Any such determination shall be made by the Exhibit Chair.

Sound levels generated by individual exhibitors above the base sound levels will be considered excessive as follows:

- 1-4 decibels above the base sound level for five or more continuous minutes during any quarter-hour period.
- 5-9 decibels above the base sound level for more than thirty continuous seconds during any minute, or more than 20 times in any hour.
- 10 decibels above the base sound level at any time.

Outdoor displays are subject to local noise ordinances.

Public address systems are not permitted in individual booths.

NONLIABILITY: The exhibitor agrees to make no claim for any reason whatsoever against CWEA and other contractors for loss, theft, damage, or destruction of goods; nor for any injury to himself/herself or employees; nor for any damage of any nature or character, including any damage to his/her business by reason of failure to provide space for the exhibit, or the removal of the exhibit; nor for failure to hold the conference as scheduled; nor for any action of any nature of the California Water Environment Association, or its members, officers, committees, agents, or employees. The exhibitor further agrees to indemnify and defend the California Water Environment Association against any claim arising out of the display of a product or service at the event in question.

ODOR: The following offending odor standards are intended to protect exhibitors and visitors from nuisances and hazards related to excessive objectionable odor levels by establishing guidelines. Objectionable odors are defined as odors that offend other nearby exhibitors that feel the odors are distracting potential customers at their booths. Food odors such as popcorn are not to be considered objectionable.

Offending odor complaints should be reported promptly to the Exhibit Chair. The Exhibit Chair and appointed CWEA staff will make the final determination of an offending odor. The Exhibit Chair shall notify the exhibitor that generates the odor of the complaint and discuss the options available to eliminate the offending odors. Odors that are determined to be objectionable that are generated by individual exhibitors shall be eliminated or masked with a light un-objectionable scent. After notification by the Exhibit Chair, the stopping of equipment, covering, spraying an odor masking agent or removing the objectionable odorous material shall be done in a timely manner.

PAYMENT: Full payment amount must accompany the application. For no reason will booths be held without full payment.

PENALTIES: In response to any complaint, Exhibit Chair will review guidelines and issue a warning if the complaint is found justified. If violation of these rules persists, exhibitors responsible will be subject to the following: loss of electrical power; and/or subject to eviction from the exhibition. Exhibitors may also be barred from exhibiting at future conferences.

PHOTOGRAPHS: Only the exhibitor may grant permission to have his/her exhibit and/or product photographed or videotaped. Any exhibitor taking photographs or videotape of another exhibit or product, without permission, must relinquish the film upon request. CWEA photographers may take photos of the booths for use in CWEA advertising their publications, website or other publication.

PROMOTION & MARKETING: CWEA will grant exhibitors a non-exclusive, non-transferable, royalty-free right and license to use any and all trademarks that CWEA has developed specifically to identify the CWEA conference exhibition, for exhibitor marketing and promotion of their attendance at the event. CWEA Trademarks Requirements Exhibitor Promotion must be signed by the exhibitor prior to any usage of said logos. Any use of the logo must be reviewed by CWEA before printing, posting on websites or emailing. CWEA staff will provide the trademark requirement agreement upon request.

As an added benefit to your exhibit space at CWEA events, you will receive by email a mailing list for all pre-registered attendees approximately three weeks prior to the event followed by another post event list after the event. In accordance with CWEA Policy 97-5, the list will contain the attendee's name, company, and mailing address.

REFUNDS FOR BOOTH SPACE RESERVATIONS: CWEA will refund 50% of the amount paid for booth space if written cancellation is received three months prior to the event. Failure to provide written notice of cancellation, or failure to appear at the conference, relieves CWEA of any obligation to refund.

RELOCATION OF EXHIBITS: CWEA reserves the right to alter location of exhibits if deemed advisable and in the best interest of the conference.

ROLLING STOCK: Special booth spaces may be available on a limited basis depending on the space available at the venue. Examples of rolling stock are sewer maintenance equipment such as van mounted CCTV equipment, hydraulic sewer cleaners, and mechanical rodders.

The exhibitor is responsible for ordering sufficient size exhibit space for the equipment to be exhibited.

Extra space not occupied by the rolling stock shall be rented at the standard 10 X 10 booth rate less a multiple booth discount (if available.)

10 X 20 and 10 X 30 foot booths shall be inline with the center post and shall only occupy one end-aisle space.

The exhibitor is responsible for notifying CWEA if special orientation of the equipment is required at the time the booth space is ordered. Example: a CCTV van that has the access doors on the passenger side and requires the back door to face the aisle.

Unless specific arrangements are made with CWEA for outside booth space, (if available) no equipment shall be parked outside at the conference or hotel site.

In order to allow the opportunity for the maximum number of exhibitors to display their products and services, the rolling stock shall be parked either in-line in a 10 foot deep booth space or diagonally in a 20 foot deep space to most efficiently use this space.

The exhibitor is responsible for measuring equipment and for ensuring that equipment will fit within entirely within the space reserved by the exhibitor.

Depending on the venue and booth location, special early set-up or late tear-down may be required to place or remove rolling stock on the exhibit floor.

SALES: Order taking is permitted, provided that all transactions are conducted in a manner consistent with the professional nature of the Exposition. The on-site sale and delivery of goods is not permitted.

SECURITY: CWEA will provide perimeter security for the exhibit floor to serve as a presence to inhibit theft. In NO way should exhibitors count on this service as personalized protection for their exhibit.

Exhibitors are strongly urged to give the security of their material high priority. Computers, peripherals and equipment are highly vulnerable to loss. You may hire security for your booth at your own cost. If you would like more information, please alert CWEA and they will furnish you contact information for a provider approved by the facility.

STANDARDS OF DECORUM: Demonstration and/or entertainment whether using models, professional demonstrators, or company personnel, must be carried out within the boundaries of decorum of the overall character of the Exposition in content and costuming.

UNIONS: Many services in connection with displays are under local union jurisdiction. Exhibitors must agree to comply with all applicable union requirements and must accept responsibility for making their own arrangements in this regard. Exhibitors will be notified when unions are involved.

UNOCCUPIED SPACE: CWEA reserves the right, should any rented exhibitor space remain unoccupied on the opening day, to rent paid space to another exhibitor, or use paid space for such purpose as it may see fit without liability on its part.

CWEA Trademark Requirements Exhibitor Promotion

Trademark Requirements

CWEA hereby grants to Exhibitor a non-exclusive, non-transferable, royalty-free right and license to use any and all trademarks that CWEA has developed specifically to identify solely the Exhibition, including the trademark "CWEA XYZ" ("CWEA Trademarks") strictly as provided herein. This right shall not include the use of any trademarks which CWEA has developed to identify any of its other activities or publications. CWEA has the right, at its sole discretion, to terminate this license at any time and for any reason, and Exhibitor agrees to cease all use of CWEA Trademarks immediately upon receipt of such notice. The CWEA Trademarks shall be used only by Exhibitor and for the sole purpose of indicating to the public that Exhibitor will be present and exhibiting at the Exhibition. The CWEA Trademarks shall be used only prior to and during the Exhibition itself. This license shall terminate automatically at the close of the Exhibition. The CWEA Trademarks shall be used only on printed advertising materials, exhibit display materials and on Internet pages of Exhibitor prior to and during the Exhibition. The CWEA Trademarks shall not be used on any promotional materials of Exhibitor, including without limitation clothing and wearing apparel, stationery, writing instruments, jewelry and accessories, toys and novelty items, and luggage. Exhibitor agrees not to use the CWEA Trademarks in a manner which may create the impression that CWEA endorses, sponsors or is otherwise affiliated with Exhibitor. Exhibitor agrees to use the Trademarks in a form identical to that used by CWEA and not to alter, amend or mutilate the CWEA Trademarks. CWEA shall determine, at its sole discretion, whether usage of any CWEA Trademark by Exhibitor is inconsistent with the educational mission of the Exhibition, or creates a less than positive, wholesome image of CWEA, and Exhibitor agrees to cease any such unacceptable use immediately upon receipt of notice from CWEA of such unacceptable use.

We acknowledge the Trademark Requirements.

Name

Company

Date