

2019 SWS RULES & REGULATIONS

1) OBJECTIVES OF EXHIBITS

Exhibits are intended for informational and educational purposes directly related to the productivity and management of association, corporate and government meetings and events. Exhibits should allow participants to see, hear, examine, question and evaluate the latest developments in products and services. Show Management, reserves the right to determine if an exhibit meets the objectives and standards of Southwest Showcase.

2) ELIGIBILITY

Exhibitors must agree to meet the objectives stated above and the rules, regulations and conditions as stated in the following items and on the contract.

3) SERVICES PROVIDED

Southwest Showcase will provide the following for each paid booth: 10 ft. x10 ft. space draped to a height of 8 feet in the back and 36 inches on each side, and a sign showing the firm name, city and booth number. Each exhibiting company will receive two complimentary registrations per 10 ft. x 10 ft. space. All equipment other than booth drape will be available for an additional cost through the official trade show decorator or other official contractors. Exhibitors may provide their own equipment or furnishings. Individual charges for equipment and utilities will be made by the trade show decorator or the agents for these services. All utility needs are to be paid for by the exhibitor.

4) EXHIBIT SPACE ASSIGNMENTS

- a) Exhibit space is chosen on a first-come, first-served basis. Show Management reserves the right to determine the eligibility of any company or product for inclusion in the exhibition.
- b) Exhibit space(s) will be assigned to one company and the company must designate one contact for business communication purposes. A company is defined as an organization acting as an entity separate and apart from any other organization. Exhibit space identification signage will reflect one distinct name per company. No exhibitor shall assign, share, transfer, sell or barter the whole or any part of the assigned space without the express written permission of Show Management.
- c) Upon official space assignment, exhibitor will receive a Booth Confirmation Notice. Exhibit space assigned shall be deemed accepted by exhibitor unless reflected in writing to Show Management.

5) EXHIBITOR REGISTRATION AND BADGES

Each exhibiting company will receive two complimentary registrations per 10 ft. x 10 ft. space. Each 10 ft. x 10 ft. space may only have three exhibit personnel in their booth at any time. All persons working in the booth must be fully registered. Admission to the exposition is by official Southwest Showcase badge. The badge is the property of the Southwest Showcase and is non-transferable. The company name appearing on the primary exhibitor badge must be the same as the company name for the contact person that appears on the contract for space.

6) PAYMENT/CANCELLATIONS POLICY

- a) Purchase of booth space must be accompanied by a minimum 50% deposit. Space application without required payment will void assignment. *No reservations for space will be accepted over the phone.*
- b) Payment in full for exhibit space is due by November 23, 2018. Booths purchased after November 23, 2018 must include full payment for the size booth requested. Show Management reserves the right to cancel and reassign any exhibit space for which an invoice remains unpaid after November 23, 2018. No exhibitor will be allowed to move in without full payment and approval of the contract.
- c) Should an exhibitor cancel from the Exhibition, the following shall apply:
 - 1) If the exhibiting company cancels the booth prior to November 23, 2018 the company will be assessed a cancellation penalty equal to 25% of the total cost of contracted exhibit space.
 - 2) If an Exhibitor cancels after November 23, 2018, the exhibitor will be assessed a cancellation penalty equal to 100% of the total contracted exhibit space.
 - 3) If an Exhibitor cancels with an outstanding balance due, the exhibitor remains responsible for the entire balance due, plus reasonable attorney's fees to collect. Exhibitor will not be permitted to participate in future Southwest Showcase events until all outstanding balances have been paid.
 - 4) No cancellations shall be acknowledged unless received in writing by Show Management. The date upon which the notice of cancellation is received shall apply as the official date of cancellation.
- d) Upon exhibitor notification of cancellation, Show Management has the right to resell the space vacated.

7) DISPLAY BOUNDARIES

- a) Standard Booth - (One or more standard spaces in a straight line.) Height of displays may not exceed the height of the 8-foot drape on the back of the booth space. Displays on the side must not exceed 8 feet in height to a point 5 feet from the back drape. Displays must not exceed 4 feet in height from the front of the space to a depth of 5 feet.
- b) Perimeter Wall Booth - (Exhibit space located on the perimeter of the exhibit area.) Height of the displays may not exceed 12 feet on the back of the space. Displays on the side must not exceed 12 feet in height to a point 5 feet from the back drape. Displays must not exceed 4 feet in height from the front of the space to a depth of 5 feet.
- c) Peninsula Booth – A block of space 20x20 or larger which backs up to two standard linear booths and is exposed to aisles on three sides. The back wall is restricted to 4 feet high within 5 feet of each aisle to permit adequate line of sight for the adjoining booths. Displays may go up to 16 feet high in the center of the back wall. The back wall of the booth must be finished on the back side facing other booths, but may not have any decoration or signage of any kind.
- c) Island Booth - (Block of space with aisles or lounge on all 4 sides.) Height of the displays may be a maximum of 16 feet, provided sight-line clearance is maintained starting from the perimeter of the booth to a depth of 5 feet on all 4 sides of the booth.

d) Other Guidelines/Exhibit Regulations - Unfinished sides left exposed shall be draped or finished at the expense of the exhibitor. No exhibit material may extend beyond the boundaries of the exhibit space. Only peninsula and island booths are allowed to have banners hung overhead.

8) HOLD HARMLESS AND LIABILITIES

Exhibitor agrees to indemnify and hold IAEE-CTC, MPI THCC, their employees, officers and agents harmless by reason of any claim or liabilities imposed by law on account of property damage or bodily injuries, including death resulting therefrom, sustained or alleged to be sustained by any person or persons, whether they be members of the public visiting the show, employees of IAEE-CTC, MPI THCC or other exhibitors; occurring at or connected with the preparation or presentation of the show, resulting from the sole or contributory negligence of the exhibitor, his agents, employees or persons performing service for it, or resulting from any equipment, machinery or items displayed by exhibitor.

9) INSURANCE

IAEE-CTC, and MPI THCC will not be responsible for any injury that may arise to exhibitors, their employees or the general public for loss or damage to exhibits or exhibitors' property by reason of fire, accident, theft or any other cause. Exhibitor agrees to maintain such insurance necessary to fully protect IAEE-CTC, and MPI THCC from any and all claims of any nature whatsoever, including claims under the Workmen's Compensation Act, and for personal injury, including death, which may arise in connection with the installation, operation or dismantling of the exhibitor's display. The insurance is to cover the full period of occupancy of the premises by the exhibitor, its agents and employees. All exhibitors are required to submit certificates of insurance for both General Liability Insurance and Workers' Compensation listing IAEE-CTC, and MPI THCC as additional insured.

10) INSTALLATION AND DISMANTLING OF EXHIBIT

Show Management shall determine deadlines for move-in and move-out of the exhibit area and all exhibitors shall be given adequate notice thereof. Each exhibitor will be required to keep his exhibit space fully set up and manned until the show has been declared officially closed. It is mutually agreed that each exhibitor will be responsible for the delivery and removal of his/her products and display materials to and from the exhibit area. The Palmer Events Center will not accept or store freight prior to the exhibition, nor be responsible for any shipping after the exhibits close.

11) FIRE RULES AND REGULATIONS

The exhibit, its material and installation must meet the requirements of the Austin Fire Department and Palmer Events Center. If any materials used in the exhibit require flame proofing, a certificate of flame proofing must remain at the exhibitor service desk during the setup and exhibit hours.

12) USE OF BOOTH SPACE

a) Entertainment must be kept within the bounds of the booth.
b) Show Management reserves the right to regulate the volume or intensity of any and all loudspeakers, radios, television sets, musical instruments, entertainers, or blinking or flashing lights which are distracting to the atmosphere of neighboring exhibits during exhibit hours.

c) Due to the importance of avoiding any disruption in the orderly operation of the exhibition, Show Management reserves the sole right to resolve any dispute or disagreement among exhibitors, and Show Management's decision shall be final.

d) Live animals are prohibited without written approval from show management.

e) Balloons that could rise to the ceiling are discouraged. Should balloons be used and they escape to the ceiling, the exhibitor will be charged by the venue for removal of balloons.

13) COPYRIGHT INFORMATION

The exhibitor shall be responsible for securing any and all necessary licenses or consents for any:

a) performances, displays or other uses of copyrighted works or patented inventions and,

b) use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party which is used, directly or indirectly, by the exhibitor.

The exhibitor agrees to indemnify, defend and hold IAEE-CTC and MPI THCC harmless from and against any claim of liability and any incident or resulting loss, cost or damage (including costs of suit and attorney's fees) for failure to obtain said license or consents and/or for infringements or other violations of the intellectual property rights or the rights of privacy or publicity of any third party.

14) CONTRACTOR SERVICES

Show Management will designate contractors to provide various services for exhibitors. Such contractors will provide all show services other than supervision. The exhibitor shall provide only the material and equipment, which he owns and is to be used in his exhibit space.

15) USE OF INDEPENDENT SERVICE COMPANIES

a) Exceptions to the foregoing to allow the use of an independent service company will be considered by Show Management only in cases where permission has been requested in writing by the exhibitor and received by Show Management prior to January 2, 2019. An independent service company is any company other than the designated "official" contractors listed in the service kit, which provides a service (installation/display and tear down, models, florists, photographers, audio/visual, etc.) and needs access to an exhibit any time during the installation, show dates or dismantling. An exception will not be granted if doing so will prejudice or interfere with the orderly setup, interim services or dismantling of the exhibit, or if it is inconsistent with the commitments made and obligations assumed by IAEE-CTC, and MPI THCC in any contract with service contractors, or in its lease with the Palmer Events Center. For services such as electrical, plumbing, drayage and rigging, no exception will be made and the contractor designated by Southwest Showcase must be used.

b) If approval for the independent service company is given, the exhibiting company is responsible for advising Show Management in writing of the name, address and contact name of those independent service companies not later than January 2, 2019. No independent service company personnel will have access to the exhibit area unless proper authorization has been obtained.

c) Approved independent service companies will be required to meet the following criteria:

1) All authorized and official suppliers will be required to submit certificates of insurance for both Worker's Compensation Insurance and comprehensive General Liability Insurance. The worker's compensation and employers' liability insurance must provide a minimum limit of \$100,000 and meet the requirements established by the State of Texas. Comprehensive general liability coverage must provide \$200,000/\$500,000 personal injury limits and \$100,000 property damage coverage.

2) All employees of any independent service company must wear uniforms or an article of clothing, (i.e. hat, T-shirt, jacket) displaying the independent service company name.

16) SPECIAL ASSISTANCE/ADA COMPLIANCE

In compliance with the Americans with Disabilities Act, all exhibit personnel needing special assistance should contact Show Management with their requests.

17) SECURITY

Show Management will not provide security for the exhibit space. IAEE-CTC and MPI THCC shall not be held responsible for the loss of, or damage to any material for any cause and encourages the exhibitor to exercise normal precautions to prevent loss or damage.

18) BEVERAGES AND FOOD

All exhibitors shall adhere to the rules and regulations set forth by the Palmer Events Center when ordering

and distributing beverages and food in their booth. No food or beverage will be distributed in the booths without the catering form completed and returned.

19) CONFLICTING MEETING AND SOCIAL EVENTS

In the interest of the entire conference, the exhibiting company agrees not to extend invitations, call meetings or otherwise encourage absence of attendees from the educational sessions, the official exhibit hours, or the closing reception if one is scheduled.

20) CANCELLATION OF EXPOSITION

Should any situation beyond the control of IAEE-CTC or MPI THCC arise to prevent Southwest Showcase from occurring, IAEE-CTC and MPI THCC will not be held liable for any expenses incurred by the exhibiting company or its employees. Show Management will refund the exact amount that exhibitor has paid for booth rental.

21) ADJUST BOOTH ASSIGNMENTS

Show Management reserves the right to adjust booth assignments to ensure an even flow of traffic.

22) DISPUTES

All points not covered by the Rules are subject to the decision of Show Management.

23) RULE CHANGES

Show Management reserves the right to make reasonable changes in the foregoing rules, exhibit hours and move-in/move-out arrangements.