

WASTECON® 2017

2017 Application & Contract for Exhibit Space

Baltimore Convention Center

CANCELLATION: The Exhibitor acknowledges and agrees that SWANA will sustain losses in the event the Exhibitor cancels its exhibit or fails to provide timely written notice of cancellation. As such losses cannot be precisely measured, the Exhibitor agrees to the following cancellation assessments as liquidated damages and not as a penalty:

Through September 30, 2016.....0%
Through November 30, 2016.....25%
December 1, 2016 – March 1, 2017.....50%
March 2, 2017, or after.....100%

If an exhibitor downsizes their exhibit space (cancels part but not all of the exhibit space contracted for) the cancellation assessment shall be calculated based on the cancelled portion.

Sponsorships, WASTECON Advantage Program and Advertisements-The Purchaser acknowledges and agrees that there are no refunds for WASTECON sponsorships, WASTECON Advantage Programs and advertisements. All sponsorships, WASTECON Advantage Programs and advertisements must be paid in full at the time of contracting.

EXHIBIT HOURS: Show dates, location and show hours are subject to change.

Monday, September 25 7 p.m. – 9 p.m.
Tuesday, September 26 10 a.m. – 2 p.m.
Wednesday, September 27 1 p.m. - 5 p.m.

SPACE: The exhibit space diagram shows the floor arrangement of booths. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate. The latest exhibit space can be seen at <http://wastecon.com>.

ARRANGEMENT OF EXHIBITS: Standard in-line booths have background and side rails, decorated with background drape and uniform ID signs are provided without charge. Exhibitor will provide all other furnishings, equipment, facilities, etc., through the official suppliers, or other approved means, at their own expense and responsibility. Standard booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. If any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be paced not to exceed the height of four feet. Bulk space booth configurations are limited to 18½ feet where ceilings permit. All exhibit booths must be carpeted. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. Overhead banners or signage require additional fees and written approval by SWANA at least 60 days in advance of move in. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted.

GENERAL CONDITIONS: Exhibitors are prohibited from using amplifying equipment that is objectionable to SWANA. Exhibitors must confine their activities to their contracted Booth. Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths.

Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress are not offensive. Draping materials and other decorative materials must be flameproof and comply with all State and local regulations. SWANA reserves the right to require modification of questionable exhibits. Any food and beverages must be purchased through the SWANA.

Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and Fire Marshall. Exhibitors must display only products/services manufactured or distributed by their company. SWANA does not approve, endorse or recommend specific products or services. The Exhibitor shall not state or imply, in print or verbally, that its products or services are approved, endorsed or recommended by SWANA. Execution of this Exhibition Booth Contract does not confer any rights to reproduce, use or display the U.S. and Canadian registered WASTECON trademarks in any medium or format unless the Exhibitor has entered into a Trademark License Agreement (TLA) with SWANA, which is separate and distinct from this Exhibition Booth Contract. Exhibitors can contact SWANA at exhibits@swana.org to obtain a copy of the TLA form and until Exhibitor and SWANA have executed the TLA, such reproduction, use and display is strictly forbidden.

LIABILITIES: The Exhibitor agrees that SWANA, its officers, directors, agents, and employees, and the Facility and/or its employees will not be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, its representatives, agents or employees. All claims for any such loss, damage, destruction, or injury are expressly waived by the Exhibitor. Further, the Exhibitor shall indemnify SWANA, its officers, directors, agents and employees, and hold them harmless for any claims for injury to any of the Exhibitor's representatives, agents or employees. Exhibitor shall also indemnify and save and hold harmless SWANA and the Facility from and against any cost, loss, expense, liability, or damage incident to, arising out of, or caused by an act, omission, negligence or misconduct on the part of Exhibitor or SWANA agents, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the sole negligence of SWANA or the Facility. Such indemnification shall not be limited to insurance required herein. If the exhibition is cancelled because of fire, or any act of God, or public enemy, or strike, or act of terrorism or epidemic, or any law or regulation of public authority or any other act beyond the control of SWANA, which makes it impossible or impracticable to hold the exhibition, the Exhibitor's payments will be credited to a future SWANA exhibition. If the exhibition is cancelled by SWANA for reasons other than the above, SWANA's liability will be limited to the refund of payments for booth space. The Exhibitor further agrees to protect, defend and hold harmless SWANA and its officers, directors, staff, contractors and agents from and against all claims, losses and damages to persons or property, governmental charges and attorney's fees arising out of or caused by the Exhibitor's installation, removal, maintenance, occupancy or use of the exposition premises including but not limited to: claims of copyright, trademark or patent infringement, unfair competition and product liability. The Exhibitor, upon signing this Contract, expressly releases the foregoing from any and all claim for such loss, damage or injury, except that such claim, damage, loss or injury was due to SWANA's sole negligence.

INSURANCE: Exhibitors shall insure their own exhibits and display materials. All property of the Exhibitor is deemed to be in the Exhibitor's care, custody and control in transit to and from, and within, the Facility. The Exhibitor shall provide the following insurance: Commercial General Liability: Including Bodily Injury Liability, Property Damage Liability, Personal Injury, Advertising Injury, Contractual Liability, Fire Damage, Legal Liability and Medical Payments.

General Aggregate Limit \$2,000,000
Products-Completed Aggregate Limit \$1,000,000
Personal Injury/Advertising Injury Limit \$1,000,000

Each Occurrence Limit \$1,000,000

Fire Damage Limit \$ 50,000

Medical Expense Limit \$ 5,000

Workers Compensation: Statutory coverage for all states where show employees will be working.

Automobile Insurance: As applicable, insuring any Owned, Non-Owned or Hired Automobiles.

Bodily Injury and Property Damage Combined Single Unit \$1,000,000

Applicable insurance coverage shall name SWANA as an additional insured and shall provide not less than 60 days' notice to SWANA of any cancellation or material change in coverage. Exhibitor shall provide SWANA with a Certificate of Insurance by **June 1, 2017**.

SWANA will provide or arrange for security guard service throughout the entire exhibition, including the official periods of exhibit installation and dismantling. The furnishing of such service shall not be understood or interpreted by the Exhibitor as guaranteeing it against loss or theft of any kind.

EXHIBITOR APPOINTED CONTRACTORS (EACs): If the Exhibitor uses companies other than the Official Service Contractor, it must advise SWANA in writing of its intent no later than **30 days prior** to the first day of installation. If the Exhibitor uses an EAC, it agrees to indemnify and hold harmless SWANA and the Facility from any and all liability, including attorney's fees, which may arise due to the third party contractor's presence or actions. EACs agree to, when necessary, share with Official Service Contractor relevant fees, including but not limited to union steward fees. The Exhibitor accepts final responsibility for any EAC employed on its behalf and agrees to educate EAC on all WASTECON® rules and regulations. EACs must supply proof of insurance to SWANA no less than 30 days in advance of installation. Coverage must include General Liability and Automotive Liability of \$1,000,000, Worker's compensation as required by law in all the states employees will be working and Employer's Liability of \$100,000. Umbrella Form Excess Liability may be used to bring coverage up to these requirements.

AMERICANS WITH DISABILITIES ACT: The Exhibitor acknowledges its responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make its booths accessible to handicapped persons. The Exhibitor shall also indemnify and hold harmless SWANA and the Facility against cost, expense, liability or damage incident to, arising out of, or caused by Exhibitor's failure to have its booth comply with requirements under the Act.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make its own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor. Fire regulations prohibit the storage of empty crates and cartons within the Exhibitor's booth area. Crates and cartons will be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE: When notified, the Exhibitor is encouraged to forward prepaid shipments directly to the warehouse of the official general contractor at the address given in the Exhibitor Service Web Site with the name of show, name of exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor. Schedule of prices and applications for furniture rental and labor services will be sent to exhibitors in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges will be sent in advance of show time.

ADMISSIONS: All persons visiting the exhibits will be admitted according to the WASTECON® rules and regulations, as issued or amended of SWANA to its authorized representative.

RULES AND REGULATIONS: The Exhibitor is charged with knowledge of and compliance with all local laws, ordinances and regulations pertaining to health, fire prevention and public safety affecting its participation in WASTECON®. The Exhibitor further agrees to abide by all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by the Exhibitor that the WASTECON® Rules and Regulations, as issued or amended by SWANA, are hereby made an integral part of this Contract to the same extent and effect as if said rules and regulations were set forth in full herein.

UNION RESTRICTIONS: The Exhibitor agrees to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of Booth.