

Purpose

The objective of WASTECON 2018 is to further SWANAs objectives by providing a forum through exhibits and technical panels. Exhibitors are limited to firms, organizations and agencies whose exhibits are in harmony with the purpose of this Exposition. Active selling or order taking is NOT permitted.

Location of Exhibits

The Exposition will be held at the Gaylord Opryland Resort & Convention Center in Nashville, TN.

Subleasing

Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Rulings of SWANA shall, in all instances, be final with regard to use of exhibit space.

Occupancy Default

Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by SWANA, and re-allocated or reassigned for such purposes or use SWANA may see fit.

Eligibility

SWANA has the sole right to determine the eligibility of any company or product for inclusion in the Exposition.

Cancellation or Change of Exposition

In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of SWANA or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of SWANA. SWANA shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of SWANA. Causes for such action beyond the control of SWANA shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Gaylord Opryland Resort & Convention Center, municipal, state or federal laws, or act of God. Should SWANA terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of SWANA and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by SWANA through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

Cancellation by Exhibitor

In the event of cancellation by an exhibitor, SWANA shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

Before November 27, 2017, 0% of total booth rental fee.

November 27, 2017 through April 23, 2018, 50% of total booth rental space fee.

After April 23, 2018, 100% of total booth rental space fee.

SWANA must receive written notification of the cancellation. Date cancellation notice is received by SWANA will determine above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, SWANA reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

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.

Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against SWANA, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exposition as scheduled; nor for any action or omission of SWANA. The exhibitor is solely responsible for his own exhibition material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the exhibit hall. SWANA shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.

Exhibitor Insurance

The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name SWANA, SPARGO, Inc., Gaylord Opryland Resort & Convention Center and Freeman Services as an additional insured. During the term hereof, the exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to SWANA or its agent or representative as soon as practical but in no event more than three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

Union Labor

Exhibitor shall employ only union labor, as made available by official contractors in the setting up and dismantling of the exhibits and in the operations when required by union agreements. Exhibitors planning to build special displays should employ union display companies in their fabrication, carpentry and electrical work.

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.

Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting, and dismantling shall be those specified by SWANA. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exposition before the specified conclusion of the dismantling period set by SWANA.

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 Exhibitor Resource Center. 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.

Damage to Property

Exhibitor is liable for any damage caused by exhibitor, exhibitor's agents, employees or representatives to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

Floor Loading

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

Alcoholic Beverages

The dispensing, distribution or use of alcoholic beverages in the Exposition hall is prohibited without the express prior approval of SWANA.

Flammable Materials

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations may be used in any booth.

Lotteries or Contests

The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational past time is permitted only on written approval from SWANA.

Noise and Odors

Noisy or obstructive work will not be permitted during open hours of the Exposition, nor will noisily operating displays, nor exhibits producing objectionable odors. SWANA shall have sole discretion in determining what is noisy, obstructive or objectionable.

Music

Any exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. SWANA is not responsible for any licensing fees for music played in exhibitor's booth.

Obstruction of Aisles or Booths

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booth shall be suspended for any periods specified by SWANA.

Attendance

Admission policies shall remain, at all times, the prerogative of SWANA and may be revised or amended to suit unforeseen conditions.

Booth Personnel

Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Booth personnel shall wear "exhibitor" badge identification furnished by SWANA at all times while they are in the exhibit area. All other employees and representatives of the exhibiting companies must register as Show Attendees. SWANA reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

Height and Non-Blocking Regulations

All exhibit display construction design must conform to the regulations set forth in the Exhibitor Service Manual which is supplied to each exhibitor. The Exhibitor Service Manual provides details as to what is allowed for exhibitor's booth so as to enable use of the space without detriment to neighboring exhibitors or the Exposition.

Electrical Safety

All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth construction only and not to pre-wired electronic equipment.

Use of Space

Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items.

Display

SWANA shall have full authority for approval or arrangement and appearance of items displayed. SWANA may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to SWANA for the costs that may evolve upon exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished at twelve noon of the day before the scheduled opening of the show, SWANA shall authorize the official decorator to effect the necessary finish and the exhibitor must pay all charges involved thereby.

Exhibitor Representative's Responsibility

Neither the conference/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the conference/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of exhibitor, exhibitor's agents, employees or representatives.

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.

Waiver of Rights

Any rights of SWANA under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of SWANA.

Relocation and Floor Plan Revisions

SWANA retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

Amendment and Addition Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of SWANA. SWANA may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

Agreement to Rules

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by SWANA.