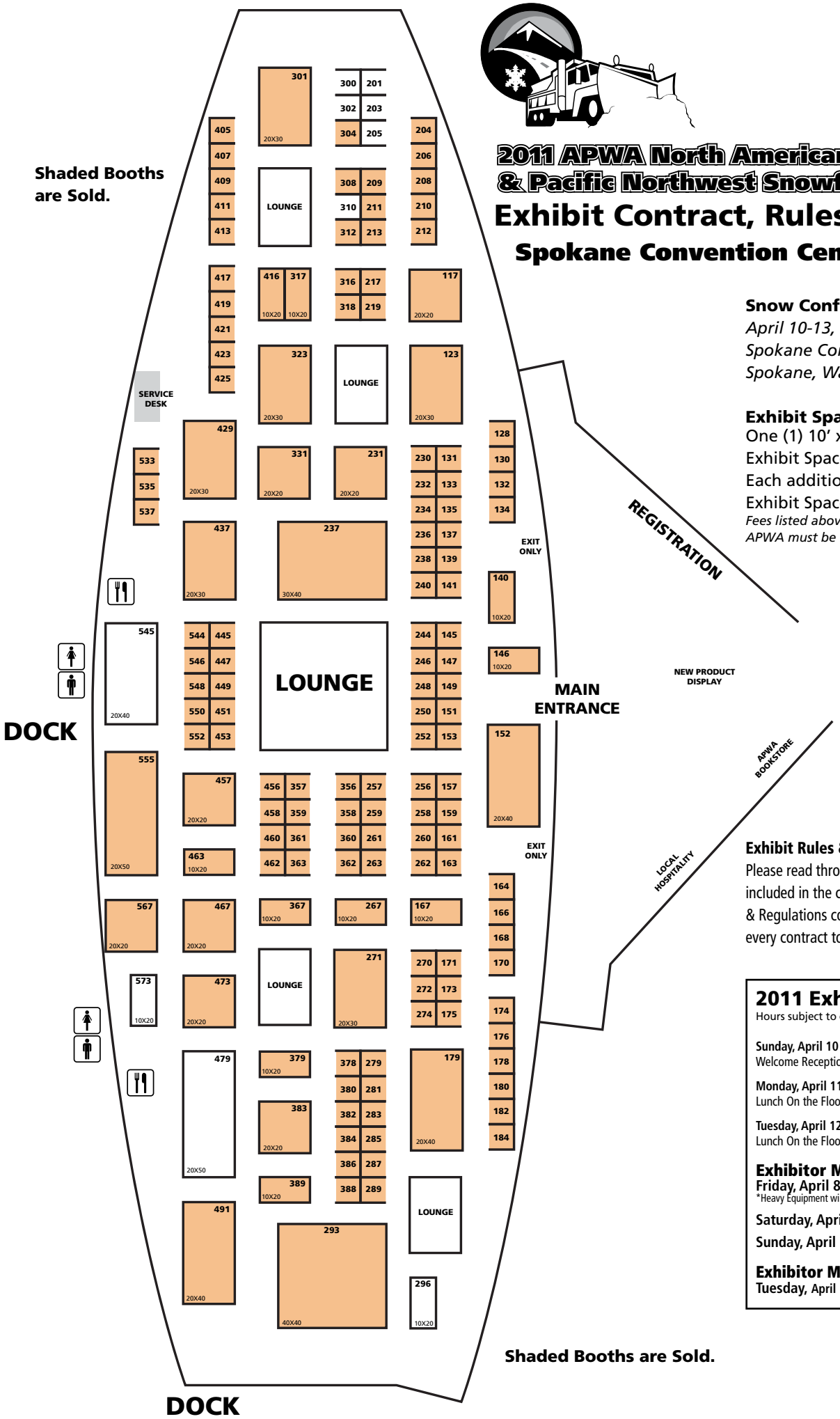
2011 APWA North American Snow & Pacific Northwest Snowfighters Conference

Exhibit Contract, Rules & Regulations

Spokane Convention Center, Spokane, WA



Snow Conference Location & Dates:
April 10-13, 2011
Spokane Convention Center
Spokane, Washington

Exhibit Space Rental Fee
One (1) 10' x 10'
Exhibit Space: $1095.00
Each additional 10' x 10'
Exhibit Space: $1055.00
Fees listed above are in U.S. dollars. All payments to APWA must be in U.S. dollars.

Exhibit Rules & Regulations
Please read through all of the Exhibit Rules & Regulations, included in the contract section of this brochure. The Rules & Regulations constitute a part of, and are included in, every contract to exhibit.

2011 Exhibit Dates and Hours

Hours subject to change

Sunday, April 10 - 5:00 p.m.-7:00 p.m.
Welcome Reception

Monday, April 11 - 9:00 a.m.-3:30 p.m.
Lunch On the Floor & Coffee Breaks

Tuesday, April 12 - 8:30 a.m.-12:30 p.m.
Lunch On the Floor & Coffee Break

Exhibitor Move-In
Friday, April 8 - 1:00 p.m. - 5:00 p.m.
*Heavy Equipment will move in on Friday April 8 and Saturday April, 9.

Saturday, April 9 - 8:00 a.m. - 5:00 p.m.

Sunday, April 10 - 8:00 a.m.-3:00 p.m.

Exhibitor Move-Out
Tuesday, April 12 - 12:30 p.m.-4:30 p.m.

CANCELLATION:
The Exhibitor specifically recognizes and agrees that APWA will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate APWA for APWA losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice, by certified mail, of cancellation of all or any part of APWA assigned booth space. All cancellations will be assessed a $75 processing fee in addition to following schedule

CANCELLATION DURING THE PERIOD OF:	ASSESSMENT
Thru October 1, 2010	0%
October 2 – December 15, 2010	50%
December 16, 2010 or after	100%

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received on or after December 16, 2010. Failure to make full payment of rental fee on exhibit space by December 16, 2010 on a Contract filed prior to, or on, that date will subject Exhibitor to Cancellation of Contract by APWA, forfeiture of payments made and liability for balance due. If booth space is not occupied by 3:00pm on April 10, 2011, APWA shall have the right to use the space. Reletting by APWA of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment. Exhibitors and APWA shall have no further obligations to each other in the event of cancellation of the conference due to fire, strikes, governmental regulations, or causes which would prevent its scheduled opening or continuance. APWA will determine if there is any basis for a refund of any portion of the exhibitor fees. In the event a refund is to be made, APWA shall determine the equitable basis for such refund and its decision shall be final.

EXHIBIT HOURS:
Exhibit hours, subject to change, are as follows:

Sunday, April 10, 2011	5:00pm – 7:00pm
Monday, April 11, 2011	9:00am – 3:30pm
Tuesday, April 12, 2011	8:30am – 12:30pm

DISPLAY REGULATIONS:
Standard booth 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., at their own expense and responsibility. They must be obtained through the official suppliers.

1. Standard booth backgrounds are eight feet in height and side rails are three feet in height. No exhibit or display item in a standard booth may exceed 8' in overall height. In any portion of the booth beyond 5 feet from the rear background of the booth, all parts of the exhibit shall not exceed the height of 4'. Island configurations are limited to 20 feet where ceilings permit. All exhibit booths must be carpeted. Any deviation must be submitted to APWA for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited.
2. All demonstrations and exhibits must be confined to the exhibit booths. All exhibited equipment or materials of any kind may not be displayed or advertised in any area (other than the assigned booth space) in or near any Conference hotels or convention center prior to, during, or immediately following the Conference. Specifically, equipment or materials may not be displayed or advertised in the parking areas of any facility where Conference activities are taking place.
3. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted.
4. No audio or visual electronic or other electrical devices may be used that might prove objectionable to attendees or other exhibitors because of noise, odor or other annoyance. APWA reserves the right to determine at what point any audio or visual electronic or electrical devices become objectionable and otherwise interferes with others and must be discontinued.
5. Any special illumination must be indirect and completely shielded so as to eliminate glare and interference with other exhibitors and guests.
6. No helium balloons may be used as decoration, or inflated to distribute to attendees or guests by exhibitors.
7. Objects (including such items as flags, banners, poles, etc.) may extend no higher than the 8' height of the drape backdrop of the exhibit booth, except with the written permission of APWA show management.
8. Hanging of Signs: Hanging signs are allowed ONLY in peninsula and island booths which are greater than 10 feet in depth and occupy 400 square feet or more. The length of a hanging sign may not exceed 50% of the corresponding dimension of the exhibit space. Signs may be no taller than 4 feet in height, must hang at or below 20 feet (measured from floor to top of sign, and the sign's bottom must not hang lower than 2 feet above the top of other structures in the booth. Signs must be set back at least 25% of the booth's dimension from the corresponding side line. (i.e., a 20'x40' booth may have a sign that is up to 10'x20'x4' in dimension, which must be set back into the booth by 5' from the 20' side lines, and 10' form the 40' side lines.)
9. No flammable fluids, substances, or materials of such nature, including decorative materials, may be used in any booth. No hazardous displays or demonstrations will be permitted and no hazardous materials will be permitted in the exhibit.
10. All materials used in the construction and decoration of the exhibit including curtains, drapes, and decorations must be constructed of flameproof material, or treated with an approved flame proofing solution. The use of open flames, such as lanterns and candles, is prohibited.
11. APWA reserves the right to require modification to or removal of questionable exhibits.

ARRANGEMENT OF THE EXHIBITS:
In the event of conflicts regarding space requests, or conditions beyond its control, APWA reserves the right to revise the floor plan, including the relocation of any and all previously assigned booths. The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

OPERATION RESTRICTIONS:

1. Exhibitors must confine their activities to their contracted space.
2. Exhibitors may not use projection devices to project marketing text, images or other content onto walls or other surfaces outside of their booth.
3. Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booth.
4. APWA reserves the right to withhold or withdraw permission to distribute gifts, souvenirs, advertising give-aways or other materials it considers objectionable.
5. Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress is such as to not offend even the most critical.
6. Exhibitors using music in their booth either live or mechanical, must provide APWA with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to APWA that no such license is required due to exemption under 17 U.S.C. 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold APWA harmless from any action brought against APWA by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.
7. Exhibitors are prohibited from serving alcoholic beverages. Any other food and beverages must be purchased through the official food vendor.
8. Exhibitors must comply with all safety provisions as required by the Facility and Fire Marshall.
9. The laws of the State of Missouri shall govern the construction, interpretation and enforcement of this agreement.
10. Exhibitors must display only products and services manufactured or distributed by their company.
11. Exhibiting companies will be permitted to operate hospitality suites with prior approval from APWA show management. Hospitality suites may not be open during show hours.
12. Direct sales activities are not allowed at an APWA exhibition or tradeshow. The American Public Works Association (APWA) is a non-profit 501 (c) (3) organization. Exhibitions and tradeshows of 501 (c) (3) non-profit organizations are conducted for the purpose of furthering the organization's educational purposes and enhancing the professionalism of its members and general public. Direct sales activities at a 501 (c) (3) organization's exhibition or tradeshow may jeopardize the non-profit status of that organization or have other tax implications.
13. No exhibitor may offer or distribute any publication or other material created through the offering of the sale of advertising to exhibitors or other public works related organizations not in attendance at the exhibition or tradeshow, with the express intent that such publication or material would be distributed or be made available at any APWA exhibition or tradeshow.
14. APWA shall have the right to determine and specify what vendors will be permitted to provide services and products to the exhibitors at its exhibitions and tradeshows. No exhibitor shall have the right to hand out any information that purports to be, or can in any way be construed as being related to the APWA show or exhibit, or that provides a product or service to any other exhibitor, without first obtaining APWA's written permission.
15. Any firm or organization NOT officially assigned space in the exposition will NOT be permitted to engage in any activities within the exhibit area.

CARE OF BUILDING AND EQUIPMENT:

Exhibitors and their agents shall not injure or deface the walls, floors or any part of the exhibit building or any booth materials and equipment of another exhibitor, contractor, Show Management, or APWA. When such damage appears, the exhibitor causing such damage is liable to the owner of the property so damaged. The distribution of peel-off labels or decals is prohibited. Tape may not be used to adhere signs to any of the building's walls, pillars, or floors.

INSTALLATION AND DISMANTLING REGULATIONS:

1. All displays must be completely installed by 3:00 pm on Sunday, April 10, 2011.
2. Noisy or unsightly work in any exhibitor's booth area after the above deadline and/or during open show hours is prohibited.
3. Exhibitor goods/materials received after the exposition opening on Sunday, April 10, 2011 must be delivered to the booth at times approved by Show Management. ***Delivery during official exhibit hours is prohibited.***
4. Goods and materials used in any display (except bona fide samples) may not be removed from the exhibit hall until the exposition has been officially closed unless approved by Show Management.
5. The deadline for removal of all materials from the exhibit hall will be enforced. It is the sole responsibility of each exhibitor to have materials packed, identified and cleared for shipment by the appropriate deadline published by Show Management.
6. Show Management reserves the right, with no liability whatsoever for damage, spoilage or loss, to dismantle, dispose of, store or clear from the premises any display materials, goods, property or merchandise of an exhibitor who fails to comply with the removal requirements and to order such work to be done at the sole expense of the exhibitor.

UNION LABOR:

Exhibitor is required to observe and comply with all union regulations for the State or Province in which the event is being held, as well as contracts with the facility in which the event is taking place, official service contractors and union labor organizations. Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

AMERICAN WITH DISABILITIES ACT:

Disability Provisions: Exhibitor represents and warrants (a) that its exhibit will be accessible to the full extent required by law, (b) that its exhibit will comply with the Americans with Disabilities Act ("ADA") and with any regulations implemented by the ADA including, but not limited to: 36" pathways, ramp capabilities for raised or lowered flooring, and installation of tightly woven carpeting less than 1/2" thick to facilitate wheelchair movement and (c) that it shall indemnify and hold Show Management and Exposition Management harmless from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against Show Management and Exposition Management, its officers, directors, agents or staff on the basis of the exhibitors breach of this paragraph or non-compliance with any of the provisions of the ADA.

PRODUCTS & SERVICES TO BE EXHIBITED:
Products and services to be exhibited must meet the standards of generally accepted public works practices and professionalism. In the event of disagreement, APWA show management's decision shall be final. Any equipment or item that requires a forklift or other motorized vehicle to move it into the booth space must be specifically pre-approved by and arranged through APWA show management. Exhibitors not in compliance will be required to remove the equipment or item in question.

LIABILITY
Each exhibitor and its employees and agents will indemnify and hold harmless the American Public Works Association (APWA), its directors, officers, agents, and employees from and against any and all demands, claims, fines, penalties, liabilities, judgments, and expenses (including attorney fees and court costs) for all loss, theft, damage, or destruction of goods and any property; from any injury to persons or property of the exhibitor or its employees or agents while in or around the show quarters; from any damage, including any damage to the exhibition or its agents by reason of the failure to provide space for the exhibit or the removal of the exhibit; from any action of any nature whether or not arising out of negligence or willful misconduct of APWA show management or its directors, members, committees, employees or agents; or for APWA's failure to hold the Conference or Exhibition as scheduled.

INSURANCE
Exhibitors shall insure their own exhibits and display materials. Exhibitors shall carry Public Liability Insurance with a $1,000,000.00 combined single limit or bodily injury, accident, and property damage combined per incident. Each exhibitor should check with their insurance carrier to request a certificate. Certificates of insurance should be submitted to APWA no later than 30 days prior to the first day of exhibits, Please mail certificates to: APWA, attn: Anne Allen, 2345 Grand Blvd. Ste 700, Kansas City, MO 64108.

BOOTH FURNITURE, LABOR, AND DRAYAGE:
When notified, exhibitors are encouraged to forward prepaid shipments directly to the warehouse of the official general contractor at the address given in the Exhibitor Service Kit 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 mailed to exhibitors well 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 rules and regulations of the Exhibits as issued or amended by the authorized representative of APWA.

EXHIBITOR APPOINTED CONTRACTORS (EACs)
Exhibitors using companies other than the Official Service Contractor must advise APWA in writing of their intent no later than 30 days prior to the first day of installation. Exhibitors utilizing EACs agree to indemnify and hold harmless APWA 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 the Official Service Contractor relevant fees, including but not limited to union steward fees. Exhibitor accepts final responsibility for any EAC employed on their behalf and agrees to educate EAC on all show rules and regulations. EACs must supply proof of insurance to APWA no less than 30 days in advance of installation. Coverage must include General Liability and Automotive Liability of $1,000,000.00, Worker's Compensation as required in Missouri and Employer's Liability of $100,000. Umbrella Form Excess Liability may be used to bring coverage up to these requirements.

PROGRAM & SHOWGUIDE
APWA reserves the right to produce the only trade show guide, exhibitor list, and exhibition hall floor guide to be permitted in the exhibit area and on the tradeshow floor. If advertising is included in such a publication, each exhibitor will be offered the opportunity for an advertisement insert and APWA will distribute the official trade show guide to each registrant as part of the registration packet. Exhibitors will be listed in the final conference program and/or trade show guide (for applications received prior to the published cut-off date). The requested 50-word explanation on the application form should be a brief and factual description of the products and services to be exhibited, not advertising copy.

RULES & REGULATIONS
Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility and to comply with the Spokane Convention Center's exhibitor guidelines, which can be found at http://www.spokanecenter.com/planners-exhibitor.php. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by APWA are hereby made an integral part of the Contract and of the agreement between Applicant and APWA for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract. These rules and regulations are intended to promote a successful and safe show. APWA, whose decisions shall be final, shall have the right to enforce the rules and regulations and amend them, without notice, from time to time. Exhibitors and/or their agents who fail to observe these regulations will be considered in violation of APWA policy and will be subject to removal from the Exhibit and Conference without recourse and no right of refund of exhibit fees paid to APWA.

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CONTRACT FOR EXHIBIT SPACE

The undersigned, by the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with the American Public Works Association (hereinafter called "APWA") for exhibit space at the 2011 APWA North American Snow Conference on April 10-13, 2011, Spokane Convention Center (hereinafter called "Facility"). This contract is subject to (1) the acceptance by counter signature of APWA's show management; (2) the floor plan of exhibits; and (3) such additional terms and rules and regulations which constitute a part of, or are included in, this contract. Reservation of exhibit space by APWA on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representation, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon APWA.

The EXHIBITOR further agrees that if, in the opinion of APWA it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor.

TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS:

A. EXHIBIT SPACE RENTAL FEE: The rental fee for exhibit space is $1095.00 US dollars for the initial 10'x10' booth space. The rental fee for additional 10'x10' booth spaces is $1055.00 US dollars each. Fee includes: exhibit booth space with 8' high drape backdrop and 3' high drape siderails, and an exhibit identification sign. Island booths will not have drape.

B. PAYMENT TERMS ARE: Complete payment must be received by APWA within 30 days of contract, or space is subject to release. **Failure to make payment by said dates does not release the contractual or financial obligation on the part of the Exhibitor.** Any contract received after December 16, 2010 must be accompanied by full payment. Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable", to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor. Exhibiting companies that also advertise in The Reporter, the official magazine of APWA, or on the APWA website are expected to maintain their account in satisfactory status. Failure to do so will result in the revocation of your right to exhibit at this event. Should your account not be in good standing, all deposits paid towards the exhibit space will be retained by APWA. Accounts more than forty-five (45) days delinquent are not considered to be in satisfactory status. **Please make checks payable to: APWA and send payment to American Public Works Association, PO Box 802-296, Kansas City, MO 64180-2296 with a signed contract.** A copy of this contract will be returned to you upon acceptance. Or fax with credit card payment to (816) 472-1610.

C. CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted herein, the Exhibitor must do so in writing by certified mail (to APWA, attn: Meetings Department, 2345 Grand Blvd., Ste. 700, Kansas City, MO 64108), and will be obligated to pay to APWA liquidated damages based on the schedule listed in attached rules and regulations. All cancellations will be assessed a $75 processing fee.

D. EXHIBIT SPACE:

Booth Size:

Size:_____ft. X _____ft.

Booth Number Choices:

1st _____ 2nd _____ 3rd _____

Total Cost: $_____ *Check Payments Must Be In US Dollars.*

Credit Card Payment: *Fax credit card payments to: 816-472-1610*

○ Mastercard ○ Visa ○ American Express

_____
Card Number

____/____/____
Expiration Date

_____
Authorized Signature

_____
Name as it Appears on Card

E. IDENTIFY ANY COMPANIES YOU DO NOT WISH TO BE LOCATED NEXT TO:

_____

_____

F. PRODUCTS TO BE EXHIBITED:

_____

G. ACCEPTANCE AS BINDING CONTRACT:

_____
Company

_____
Address

_____
City/State/Zip

_____
Name

_____
Title

_____
Telephone

_____
Fax

_____
Email

_____
Website

X_____ X_____
Signature Date

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this contract on behalf of named Exhibitor.

READ THIS ENTIRE CONTRACT

ALL RULES AND REGULATIONS ARE LEGALLY BINDING