



October 19, 2017  
Hotel Bonaventure Montréal | Montréal, Québec

## **Product Show Exhibitor** General Agreement and Understanding of Use

All those exhibiting (hereinafter called "Exhibitor") at the 2017 ASPE Technical Symposium Product Show, on October 19, 2017, at the Hotel Bonaventure Montréal, Montréal, Québec (hereinafter called "Facility"), regardless of who initiated or signed for the sponsorship or exhibit space (table-top area), and regardless of who may physically be at the exhibit booths, shall be understood to have entered into this Exhibitor General Agreement that shall be part of the contract.

No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this Agreement shall inure to the benefit of the Exhibitor or be binding upon ASPE. The exhibitor further agrees that if, in the opinion of the American Society of Plumbing Engineers it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor. *The Exhibitor hereby warrants that it shall use the exhibit space for its own use only. Exhibit space may not be sublet or assigned without written authorization from ASPE, and the Exhibitor and all its agents and employees shall abide by all rules as stated herein or otherwise stated or amended in the "Rules and Regulations" of the Exhibit that shall become part of this contract.*

**CANCELLATION:** The Exhibitor specifically recognizes and agrees that ASPE shall sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation. 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 ASPE for its 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 its assigned booth space.

There are no refunds for any booth space not utilized as provided as part of Technical Symposium Sponsorship Program.

Failure to make full payment for sponsorships by July 31, 2017, per the sponsorship agreement filed at any time period (or having made other arrangements with ASPE) could subject Exhibitor to loss of original booth space allocation and original booth placement by ASPE.

If booth space is not occupied by 5:00 p.m., October 19, 2017, ASPE shall have the right to use the space. Reassigning or reletting by ASPE of an Exhibitor's cancelled space shall not act to excuse Exhibitor from assessment for paid space.

There is no dollar value allotted for the booth space made available as part of the ASPE Technical Symposium Sponsorship Program. Reassigned or reletted space originally allocated under the auspices of the ASPE Technical Symposium Sponsorship Program shall not be subject to any refund, partial refund, or repayment of any paid fees.

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

Thursday, October 19, 2017	4:00 p.m. to 8:00 p.m.
Friday, October 20, 2017	9 a.m. to 12 noon

**ARRANGEMENT OF EXHIBITS:** Standard booth background and side rails, decorated with background drape and uniform two-line signs, are provided without charge. All other furnishings, equipment, facilities, etc., shall be provided by Exhibitor at its own expense and responsibility. (They may at Exhibitor's discretion be obtained through the official

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suppliers.) Booth backgrounds are 8 feet in height, and divider rails are 3 feet in height. In the areas 5 feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding 8 feet from the building floor. In any portion of the booth beyond 5 feet from the rear background of the booth, all parts of the exhibit shall be placed not to exceed the height of 4 feet. All exhibit booths must be carpeted in accordance to the wall-to-wall requirements for this show, unless carpeted space is supplied as part of exhibit area. The exhibit hall is currently covered in a general carpet and requires no additional carpet installation. Any deviation must be submitted to ASPE for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise are objectionable in the opinion of the management shall be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted.

Each exhibitor receives standard booth consisting of:

- 8' high pipe/drape back walls
- 3' high draped side rails
- company I.D. sign
- 6' uniformly skirted table
- wastebasket
- two side chairs

### **GENERAL RESTRICTIONS:**

- It is understood that the intent of the 2015 ASPE Technical Symposium Product Show is to provide an education and learning experience to the attendees.
- It is understood that the Product Show intent is to have exhibitors provide only "tabletop" type of exhibits. Therefore, exhibits should be limited to small displays, material that can fit on tabletops, and products and materials that are easily transported into and out of the exhibition area and the booth. (There will not be enough setup time to un-crate or build elaborate or multidimensional displays as used at an ASPE Engineered Plumbing Exposition. Exhibitors attempting to create what ASPE, in its discretion, considers an "elaborate" booth exhibition shall be solely responsible for any failure to deliver material to the exhibit booth or the failure to set up the booth in a timely manner.)
- The exhibitor is prohibited from using sound amplifying equipment that is objectionable to ASPE or its agents and employees.
- Exhibitors must confine their activities to their contracted space.
- Exhibitors shall 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 should be sure that their manner of appearance and dress is such as to not offend even the most critical.
- Draping materials and other decorative materials must be flameproof and comply with all state and local regulations.
- ASPE reserves the right to require modification of questionable exhibits.
- "Cash and carry" sales are not permitted from the exhibit floor.
- Exhibitors using music in their booth, either live or mechanical, must provide ASPE with a copy of Exhibitor's licensing agreement with ASCAP, BMI, SESAC, or other such licensing organization or must expressly warrant in writing to ASPE 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 ASPE and its service providers harmless from any action brought against ASPE by ASCAP, BMI, SESAC, or other licensing organization for the playing of such music.

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- Exhibitors are prohibited from serving food and beverages in the exhibit hall.
- Exhibitors holding hospitality functions for ASPE attendees must obtain clearance from ASPE prior to announcement of such functions.
- Exhibitors cannot schedule events, tours, or transportation for attendees that conflict with official ASPE Technical Symposium and Product Show events.
- Any Exhibitor planning an outing for ASPE attendees that does not conflict with the ASPE Technical Symposium and Product Show schedule must submit their plans to ASPE.
- No alcoholic beverages are permitted in the exhibit hall.
- Exhibitors may not sublet their space, or any part thereof, or make any arrangements for display of any articles by a non-exhibiting company.
- No Exhibitor may offer or distribute any publication or other material created through the offering of the sale of advertising to any Exhibitor or other plumbing engineering and design-related organizations not in attendance at the Product Show.
- Penalties for non-compliance of rules and regulations are detailed in the official exhibitor services manual

**LIABILITIES:** The Exhibitor agrees that ASPE, its agents and employees, and the Facility: (a) Shall not be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, his representatives, agents, or employees, all claims for any such loss, damage, destruction, or injury being expressing waived by the Exhibitor; (b) Shall be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents, or employees. The Exhibitor may be required to provide a certificate of insurance to ASPE. Exhibitor shall also indemnify and save and hold harmless ASPE, its agents and employees, and Facility from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence, or misconduct on the part of Exhibitor or its agents, servants, employees, contractors, guests, licensees, or invitees, provided such damage or injury has not occurred due to the negligence of ASPE, its agents and employees, or Facility. Such indemnification shall not be limited to insurance required herein. ASPE, its agents, and employees shall not be liable for failure to hold the Product Show as scheduled.

**INSURANCE:** Exhibitors shall insure their own exhibits and display materials. Exhibitors shall carry Public Liability Insurance with a \$1,000,000 combined single limit or bodily injury, accident, and property damage. Exhibitor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier, which carries fire, explosion, or any other risk coverage insuring their property. ASPE shall provide security guard service throughout the entire meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

**AMERICANS WITH DISABILITIES ACT:** Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless ASPE, its agents and employees, and Facility against cost, expense, liability, or damage that may be incident to, arise out of, or be caused by Exhibitor's failure to have their booth comply with requirements under the Act.

**HANDLING AND STORAGE:** The Facility shall not accept or store exhibit materials or empty crates. The Exhibitor shall make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services may be available from the official general contractor. Fire regulations prohibit the storage of empty crates, cartons, or packing materials within the Exhibitor's booth area. Crates and cartons can 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.

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**BOOTH FURNITURE, LABOR, AND DRAYAGE:** The official general contractor shall be designated at a later date. When notified, exhibitors are encouraged to forward prepaid shipments directly to their warehouse at the address given in the Exhibitor Service Manual 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 shall 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, shall be sent in advance of show time.

**ADMISSIONS:** All persons visiting the exhibits shall be admitted according to the rules and regulations of the Product Show as issued or amended by the authorized representative of ASPE. No one under 18 shall be permitted.

**RULES AND REGULATIONS:** Exhibitors shall abide by all other provisions of these rules and regulations, and with the rules and regulations stated in the official exhibitor services manual, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by ASPE are hereby made an integral part of the Contract and of the agreement between Applicant and ASPE and its agents and employees for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

**UNION RESTRICTIONS:** Exhibitors agree to abide by all local jurisdiction union requirements for work involving installation and dismantling of exhibit space.