

SWPSS 2024 RULES AND REGULATIONS

As of 5/23/2023

1. DEFINED TERMS

The term "Event" means the 2024 Southwest Pool & Spa Show (SWPSS), scheduled to be held on February 14 – 17, 2024, (the "Event Dates") at the Henry B. Gonzalez Convention Center (the "Exhibit Facility"). Exhibit days are February 15 – 17, 2024. The Event is owned by the Southwest Pool & Spa Show Inc. ("SWPSS") and is produced by Mpire Management Group, an agent of SWPSS. As used hereafter, the term "SWPSS" means, collectively, The Southwest Pool & Spa Show and each of its officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by SWPSS in the manner stated below and (ii) each of its officers, directors, employees, contractors, agents, representatives and/or invitees, as applicable.

2. EXHIBIT PRIVILEGES

Exhibit privilege is open to any Pool & Spa Industry vendor who is in good standing with SWPSS and current in payment of all charges invoiced by SWPSS and have executed the exhibitor's contract.

SWPSS reserves the right to decline any request if it is not in the best interest of SWPSS.

3. CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been signed by Exhibitor, accepted as valid by a duly authorized representative of SWPSS and a 50% deposit has been received. Evidence of contract acceptance will be a formal confirmation of assigned space and the related financial specifics. The final exhibit space and/or location may be different from the Exhibitor's requests.

4. ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither SWPSS nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither SWPSS nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

5. INDEMNIFICATION

Exhibitor shall indemnify, defend (with legal counsel satisfactory to SWPSS), and hold SWPSS and the Exhibit Facility harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) a breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

6. LIMITATION OF LIABILITY

Under no circumstances shall SWPSS or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall SWPSS's maximum liability under any circumstance exceed the amount actually paid to SWPSS by Exhibitor for exhibit space rental pursuant to this contract. SWPSS makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

7. ELIGIBILITY OF EXHIBITOR

SWPSS, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event, as defined in Clause 2: Purpose. SWPSS reserves the right to restrict or remove any exhibitor or sponsorship opportunity which SWPSS, in its sole discretion, believes it is objectionable or inappropriate.

8. ASSIGNMENT OF SPACE

Initial assignments of space will be determined by space allocation after the deadline on August 11, 2023. The SWPSS priority points list governs the order in which companies will be assigned exhibit space. In addition, only companies returning the signed contract and deposit by the designated deadline dates as determined and published by SWPSS are eligible to participate in priority space assignment. Following the space allocation, space will be assigned on a first-come, first-serve basis. Exhibit space shall be assigned by SWPSS, in its sole discretion, for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events. SWPSS reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to, or during the Event, if SWPSS, in its sole discretion, determines that to do so is in the best interest of the Event.

9. PRIORITY POINTS

Each exhibitor will receive one point for each 100 square foot of space at each SWPSS sponsored trade show at which they exhibit.

10. PAYMENTS

Exhibitors will be charged \$1,600 per 10x10 booth. Exhibitors must pay a 50% deposit per booth and the remainder of the balance due in full October 27, 2023. Payments made by credit card, final booth payment will be automatically charged on October 27, 2023 if alternative payment has not been received. Exhibitors that contract for space after October 27, 2023 must pay in full at the time the contract is submitted. After October 27, 2023, a company that cancels, downsizes, or fails to exhibit at SWPSS 2023 is still 100% liable for all outstanding balances of contracted booth space, including Special Booth Configuration fees, and will not be allowed to exhibit at future SWPSS events until the outstanding balances are paid in full. Exhibitor shall be liable for all collection costs and expenses, including collection agency fees and reasonable attorneys' fees if SWPSS must take action to collect the unpaid balance. **Please fax or email your contract to 972-915-6040 or bsiske@mpire-group.com. Or mail your contract and payment information to SWPSS, Attn: Blaine Siske, 3341 Regent Blvd, Suite 130-325, Irving, Texas, 75063. Contracts without payments attached will be considered incomplete and not assigned booth space.**

11. CANCELLATION BY EXHIBITOR

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice in writing sent to SWPSS with evidence of receipt. If written notice of cancellation is received after **October 27, 2023**, all paid exhibit fees and promotional opportunity fees will be forfeited by the exhibitor. If written notice of cancellation is received prior to October 27, 2023, Exhibitor will be liable for 50% of the total exhibit fees and 100% of sponsorship opportunity fees. Please note that the marketing of the sponsorship opportunities ceases on the date of the cancellation. This amount is considered to be liquidated and agreed upon damages, for the injuries that SWPSS will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause SWPSS to sustain damages. In this situation, SWPSS's damages will be substantial, but they will not be capable to determine with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. SWPSS reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the space in question. The canceled space is subject to the same cancellation provisions noted above. An Exhibitor may be required to move to a new location if it requests a downsizing of space.

12. CANCELLATION BY SWPSS

If Exhibitor fails to make a payment required by this contract in a timely manner, SWPSS may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. SWPSS reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to SWPSS. SWPSS is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. SWPSS may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on SWPSS's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach.

13. CANCELLATION OF THE EVENT

If SWPSS cancels, or is forced to cancel the Event due to circumstances beyond the reasonable control of SWPSS (such as acts of God, acts of war, governmental emergency, pandemic, labor strike or unavailability of the Exhibit Facility), SWPSS shall refund to each Exhibitor its exhibit space rental payment previously paid in full satisfaction of all liabilities of SWPSS to Exhibitor.

14. EXHIBIT SPACE OCCUPANCY

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by SWPSS. If Exhibitor fails to install its display in its assigned space by 2:00 p.m. on Thursday, February 15, 2024, or leaves its space unattended during Exhibit hours, SWPSS shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by SWPSS.

15. LISTINGS AND PROMOTIONAL MATERIALS

By exhibiting at the Event, Exhibitor grants to SWPSS a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product name, of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in SWPSS promotional materials. SWPSS shall not be liable for any errors in any listings or descriptions or for omitting any Exhibitor from the directory or other lists or materials. SWPSS may also take photographs and videos with sound of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs and videos with sound for any SWPSS promotional purpose.

16. CARE OF EXHIBIT FACILITY

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, both equipment or the property of others caused by Exhibitor.

17. TAXES AND LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event.

18. INSURANCE

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below, as well as any additional event specific insurance to be outlined in the Exhibitor Service Kit:

A) Workers' Compensation and Employer's Liability insurance complying with all federal laws and laws of the state in which the Event is being held;

B) Commercial General Liability insurance with limits not less than \$500,000 each occurrence, \$1,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);

C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

Commercial General Liability and Automobile Liability insurance policies shall name as additional insureds SWPSS and each of its subsidiaries, the City of San Antonio, Henry B. Gonzalez Convention Center and all departments, boards or committees established by it or under its control. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to SWPSS, shall be furnished to SWPSS thirty (30) days before the first day of the Event. Certified copies of the Certificate of Insurance or policies shall provide that they may not be canceled without 30 days' advance written notice to SWPSS.

19. COPYRIGHTED MATERIALS

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

20. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

21. ADDITIONAL TERMS AND CONDITIONS

SWPSS has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, SWPSS in its sole judgment may refuse to consider for participation in future Events any Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of SWPSS. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space.

22. EXHIBITOR SERVICE KIT

Approximately 90 days from the Event, SWPSS will post an Exhibitor Service Kit on the SWPSS website. The Exhibitor Service Kit will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

23. INCORPORATION OF RULES AND REGULATIONS

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by SWPSS in its sole discretion. SWPSS may adopt rules and regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by SWPSS as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by SWPSS states the entire agreement of the parties with respect to the Event participation.