

# WATERFORD AREA SPRING EXPO

## RULES AND REGULATIONS

~Organized by the Waterford Area Chamber of Commerce (WACC) 102 East Main Street, Waterford, WI 53185~

1. **APPLICATION/CONTRACT**
  - a. This application form constitutes merely an offer to enter into a contract with the WACC for use of designated space at the Waterford Area Spring Expo. The completion and tendering of this form and/or the payment of all or any part of the application cost shall not create a contract until such time as the application has been formally accepted by Expo management.
  - b. Expo management expressly reserves the right to reject any application and return any payment accompanying such application for any reason whatsoever. Any application which is accepted by Expo management shall upon acceptance become a binding agreement between the WACC and the Exhibitor.
  - c. **Full payment is due when submitting the application.**
2. **CANCELLATION POLICY**
  - a. In consideration for the use of such space, the exhibitor shall pay to the WACC those sums shown on the contract/application. In the event exhibitor wishes to cancel the contract, said cancellation must be received in writing at Waterford Area Chamber of Commerce, 102 East Main Street, Waterford, WI 53185 on or before January 6, 2017 at 5:00pm CST.
  - b. Any cancellation notices received prior to January 6, 2017 at 5:00pm CST will be assessed a \$75 per booth administration processing fee. Said fee shall be withheld from funds on deposit, per the terms and conditions of the contract. Any remaining funds will be returned to exhibitor within a reasonable amount of time.
  - c. **No cancellations will be accepted after February 1, 2017 at 5:00pm CST. Exhibitor shall be liable for the full amount of the contract shown on the said contract.**
3. **PAYMENT OF SPACE**
  - a. All monies paid shall be retained by the Chamber in the event Exhibitor fails to fulfill or violates contract or withdraws.
  - b. Booth space must be paid for **in full** before exhibitor move-in or Exhibitor will not be able to set-up his/her/its booth.
  - c. No passes will be issued to Exhibitor until booth space is paid for in full. Please note that booth balances are due when application is turned in.
4. **INSUFFICIENT FUNDS**

Checks returned for insufficient funds or closed accounts shall be charged a \$35 returned check charge. If debtor fails to act within 10 days the returned check and the returned check charge shall be turned over to legal counsel for collection and debtor shall be responsible for all court and attorney fees.
5. **BOOTH SPACE & ADVERTISING**

The exposition is limited to those persons, firms, corporations, and other entities that have contracted and paid for exhibit space in exposition facility. No sharing of booth space. No other persons, firms, corporations, or other entities will be permitted to demonstrate products, solicit orders, or distribute advertising matter on the floor of the Expo or in exposition facility. Any person violating this rule will not be invited to return.
6. **LIABILITY & INSURANCE**
  - a. Each exhibitor must make provision for the safe-guarding of his/her/its goods from the time they are placed in his/her/its booth until they are removed by the exhibitor. Expo volunteers will be present at the event, but the WACC or Waterford Union High School (WUHS) will not be responsible for, or guarantee to Exhibitor, the safety of exhibit material against fire, accident, theft, or any loss or injury whatsoever.
  - b. It is agreed that Exhibitor shall assume all liability for damage to exposition facility caused by his/her/its exhibit, and shall indemnify WACC and WUHS against liability that might ensue by reason of his/her/its exhibit or presence at the Expo.
  - c. Each exhibitor shall carry comprehensive general liability coverage including, but not limited to, premises, operations, and contractual liability together with statutory worker's compensation insurance. Certificates of insurance shall be furnished to Expo management upon request anytime leading up to the Expo and during the Expo. Please have on hand at the Expo.
7. **ELECTRICAL SERVICE**

Electrical wiring and equipment must meet electrical codes for the Village/Facility. Exhibitor must notify Expo management prior to the event if the Exhibitor will use electricity for the exhibit and will have paid, if any, charge for electrical service during the event.
8. **ASSIGNMENT AND USE BY OTHERS**

No exhibitor may assign his/her/its agreement for exhibit space or permit any other person to use any part of such space. Only one business is allowed at each booth, sharing a booth between 2 or more businesses is not permitted.
9. **FORCE MAJEURE**

In the event that WUHS or any part of the exhibit areas thereof are unavailable whether for the entire event or a portion of the event as a result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot or any other cause or agency over which the Expo has no control, or should the Expo decide that because of any such cause it is necessary to cancel, postpone or re-schedule the Expo, or reduce the installation time, start time, or move-out time, the Expo shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect as a result thereof.
10. **COMPETITIVE EXHIBITS**

In order to create a harmonious and attractive atmosphere for patrons of the event, Exhibitors shall not distribute anywhere within the Expo premises or display materials at their Exhibit that mentions by name any competitor who is also an Exhibitor at the Expo. The WACC shall have the right to enforce this rule by physically removing any materials or displays that violate this rule from the Expo grounds. The WACC shall have no liability to any Exhibitor or to any other party for any lost or damaged materials so removed.
11. **BOOTH DESIGN**

Exhibitors can not exceed dimensions in the space they have contracted and paid for.
12. **AMPLIFICATION/OBSTRUCTION OF AISLES**

Any demonstration, live performance, or other activity which results in obstruction of aisles to a neighboring booth shall be suspended, as the Expo management in its discretion may specify. **Use of microphones, speakers, and background music is prohibited.**
13. **STAFFING BOOTHS**

**All booths must be staffed at all times during Expo hours.** Each company is responsible for staffing their booth 15 minutes prior to Expo opening and during Expo hours. If booths are not staffed, your company will not be invited back to exhibit next year.
14. **EXHIBITOR PACKET**

By signing the contract, you also agree to the following rules, guidelines and regulations which are included in the exhibitor kit: Application, Booth Specifications, Additional Fees, and Rules & Regulations.
15. **SOLICITATIONS**

**No exhibitor to exhibitor solicitation during Expo hours.** All aisle solicitation, including calling out from your display into the aisle, is absolutely forbidden. Booth attendants must confine their solicitation within the exhibitor booth. If you are caught soliciting in the aisle, you will be asked to leave the Expo and will not be invited back to exhibit in future Expos. No outside persons, political persons, or business persons are allowed to solicit on Expo premises.
16. **AMENDMENTS**

Expo management shall have the full power in the interpretation and enforcement of all contract regulation contained herein and the power to make such amendments thereto, and such further rules and regulation as shall be considered necessary for the proper conduct of the event.