

TEXAS WATER 2010

EXHIBITOR RULES AND RESTRICTIONS

Signing and returning the completed Exhibitor Application is your binding agreement with Texas Water 2010. You are agreeing to comply with these regulations and enforcement by the Texas Water Exhibits Committee. Please read them carefully and retain them for your records.

- Eligibility** – Any company manufacturing products for or providing services to the **water and/or wastewater utility industry** may participate. Texas Water 2010 Exhibitors Committee (TWEC) has the right to close or restructure any exhibit that violates this restriction
 - Registration** – All manufacturers and their representatives attending the conference and exhibit must register and wear the conference badge for admission to the exhibit area. Outstanding balances must be paid before registration credentials are issued.
 - Space Allocation** – Upon receipt of full payment, space will be allocated on a first come, first assigned basis. Special consideration will be given to spacing competitors when adequate information is provided.
 - Payments for Exhibit Space – Exhibit fees are \$875 for each 10' X 10' or 10' x 8' booth space.** Island booths are available at special prices and may be reserved by calling TWEC. Booth assignments will not be made without full payment. A \$50 discount per booth space (\$825) will be allowed for registrations and full payments received on or before April 17, 2009. Checks should be made payable to "Texas Water 2010." Credit Card payments will be accepted.
 - Cancellation and Withdrawal** – After TWEC has received a written cancellation notice, cancellation of exhibit space reservation will result in the following: **A full refund minus a \$35.00 processing charge will be made for exhibit space cancelled prior to January 8, 2010. A 50% service fee plus a \$35.00 processing fee will be charged on all cancellation requests received between January 11, 2010, and February 26, 2010. No refund will be made after February 26, 2010.** Unless TWEC receives notification of delay, any booth not claiming its assigned booth space by 2 p.m. on the day of setup, Tuesday, April 13, 2010, will be considered a "no show". Unoccupied space may be reassigned by TWEC without further notice to the exhibitor and without a refund.
 - Registration Cutoff** – Booth registration will be accepted as long as space is available. The deadline for listing in the Conference Program is February 19, 2010.
 - Liability** – Neither *Texas Water 2010*, or TWEC, or Texas Section-American Water Works Association, or the Water Environment Association of Texas, or the American Bank Center assumes any responsibility for the protection and safety of exhibitors, their representatives, agents, or employees or for the protection of exhibits or other property of exhibitors or their representatives. Any guard service, security room, or other protective measures that TWEC may take shall be deemed to be purely gratuitous on its part, and TWEC shall have no responsibility for the effectiveness or failure of such measures or for the conduct of personnel involved therewith. Each exhibitor agrees to indemnify Texas Water 2010, TWEC, Texas Section-American Water Works Association, Water Environment Association of Texas, and the American Bank Center and hold same harmless from all claims that such exhibitor or its representatives, agents, employees, contractors, or insurers may bring against same in connection with any injury to person or property caused by the actions or negligence of such exhibitor or its representatives, agents, employees, or contractors, including paying all court costs, attorney fees, and other expenses incurred by Texas Water 2010, TWEC, Texas Section-American Water Works Association, Water Environment Association of Texas, and/or the American Bank Center, in defending against, satisfying, or compromising any such claim.
 - Children** – No one under the age of 18 is allowed in the exhibit area during movein or moveout. In the Exhibit Hall, children must be accompanied at all times by an adult.
 - Use of Exhibit Space** – Exhibits are confined to products manufactured by, or services rendered by the exhibitor. **No exhibitor shall assign, sublet, or share the space allocated without written approval by TWEC. A processing fee of \$50.00 will be charged for every additional exhibitor sharing a booth to cover expenses and conference mementos provided to each booth.** Exhibitors are required to have the assigned exhibit space neat and orderly at all times. Exhibits are not permitted in any other location in the American Bank Center. During show hours, a company representative must staff each exhibit. No flammable decorating materials are permitted. Exhibitors must accept full responsibility for compliance with all local, state, and national fire safety regulations. Any sound tracks, or spiels, must be at a low pitch in order that nearby exhibitors will not be distracted, and any form of attention getting device or presentation must be terminated when crowds jam aisles or infringe upon another exhibitor's display. No attaching of any material to any floor, walls, or columns will be permitted. **Only items and/or services normally associated with the water/wastewater utilities industry may be exhibited. The TWEC will make all final decisions on exhibitors' eligibility to participate in Texas Water 2010.**
- Smoking Policy/Weapons Policy** - No smoking will be allowed within the confines of the American Bank Center. No weapons are allowed including those for giveaways or gifts.
 - Arrangement of Exhibits** – TWEC will furnish a booth sign with a maximum of two lines. No sign may extend above the back wall of the booth. **No part of any display in a standard booth setup may be in excess of 8' in height including overhead signs. The booth sidewalls shall not exceed 40" in height.** Island booths are exempt from the 8' height and 40" side restrictions. No balloons are allowed in the American Bank Center. Displays should be positioned so as not to obstruct other exhibitors. All exposed parts of displays and/or equipment must be furnished or covered in a workmanlike and neat manner so that they will not present an unsightly appearance when viewed from adjoining booths or aisles. No overhead roofs or bridge-type structures, etc. will be permitted across aisles. Exhibitors shall limit raised platforms for addressing visitors to 12" above the floor. No flashing lights or other distractions are permitted.
 - Island Booths** - Island booths are composed of four or more 10' X 10' spaces. Charges are calculated by multiplying the number of standard spaces required by standard booth cost, plus a premium island fee. Island booths may exceed the height restriction of standard booths up to the ceiling height. Island booths may not utilize draperies for perimeter walls of the space. Island booths may be purchased by contacting TWEC.
 - Setup/Breakdown** – Commercial deliveries of booth materials to the American Bank Center docks will be accepted no earlier than Monday, April 12, 2010. Exhibitor setup will occur on Tuesday, April 13, 2010, from 8 a.m. to 4 p.m. Setup must be completed by 3:00 p.m. that afternoon to accommodate the Meet & Greet in the Hall. The loading dock will be closed from 4 p.m. on Tuesday, April 13, 2010, until 4 p.m. on Thursday, April 15, 2010. **Breakdown will not be allowed to commence until 4 p.m. on Thursday, April 15.** Exhibitors who break down early may be subject to a service fee not to exceed \$500 and agree to have this charge billed to their credit card on file or if not on file, invoiced. Failure to pay may cause exclusion from future conferences until payment is made. Exhibitors must use only Dock doors for moving into and out of the facility.
 - Early Dismantling** – Exhibitors are prohibited from dismantling exhibit displays prior to the final day's official Exhibit Hall closing hour **of 4:00 p.m. on Thursday, April 15, 2010.**
 - Contractor Services** – Complete information, instructions and schedules or prices regarding shipping, drayage, labor for erection and dismantling, electrical, additional furniture, additional carpets, etc. will be included in the Exhibitors Service Kit. Outside service contractors shall provide certificates of insurance for liability and worker compensation prior to engaging in any work inside the conference facilities. The official decorator for Texas Water 2010 is **Convention Decorating Service (CDS), 3559 Belgium LN, San Antonio, 78219 - (210) 467-0041; FAX (210-467-0048).**
 - Union Labor** – Exhibitors are required to observe all union contracts in effect between CDS, American Bank Center and various labor organizations represented.
 - Interpretation and Enforcement** – These regulations become part of the contract between the exhibitor and *Texas Water 2010* and the TWEC, which has full power of interpretation and enforcement of these rules and may amend them at any time. All matters in question not covered by these regulations are subject to the decision of TWEC and all decisions so made are binding on all parties affected by them as by the original regulations. Exhibitors or their representatives who fail to observe these conditions of the contract or who, in the opinion of TWEC, conduct themselves unethically, may be immediately dismissed from the exhibit hall without refund or other appeal.
 - Change of Location or Cancellation of Exhibition** – Should for any reason the selected meeting place become unavailable for exhibiting or should any other contingencies prevail which, in the opinion of TWEC, would prohibit or greatly limit attendance at the Conference, then TWEC has the right to cancel the exhibition or move the exhibit location to another facility or city at the discretion of the Boards of TAWWA and WEAT, and shall not be liable for any expenses incurred by reason thereof. In the event of cancellation of the Exhibition, TWEC will refund to the exhibitors all space charges paid by them.
 - Compliance** – **By sending in the completed Exhibitor Application, the exhibitor signifies acceptance of the above rules and regulations. This contractual agreement is binding upon the entity purchasing an exhibit space as well as any exhibitor personnel or associates performing duties in that exhibit space.**