

# SNOWSPORTS INDUSTRIES AMERICA | SIA TERMS OF AGREEMENT

Companies requesting exhibit space at the SIA Snow Show (SIA) agree to be bound by the following Terms of Agreement and the SIA Rules and Regulations. Please read the following before completing and returning the exhibit space contract.

## 1. PERMITTED EXHIBITORS

SIA members who are in good standing may apply for exhibit space at the SIA Show and shall have the first right to all available space.

## 2. EXHIBIT ASSIGNMENTS

Exhibit space is assigned to the Exhibitor on the basis of priority, availability, and need, with assignments made in the best interest of SIA members and the SIA Show. SIA shall have the right to limit the total square footage of exhibit space requested by the Exhibitor. After the Exhibitor has been notified of his/her specific exhibit space assignment, the total rental fees for that exhibit space must be received by the SIA office on or before the specified due date. SIA reserves the right to reassign any exhibit space not paid for by the Exhibitor. Reinstated or alternative space is subject to a ten percent (10%) penalty.

## 3. PAYMENT POLICY

All exhibitors must pay membership dues and space fees in full before being allowed to exhibit. All payments must be received by the specified due date(s) or trade show space is forfeited. Once space is forfeited for non-payment, all past due balances, including any late or penalty fees must be paid before reassignment of another exhibit space. Please note: reassignment of exhibit space in these cases is made without regard to priority. All late payments are assessed a late fee of 1.5 percent per month. Membership dues, exhibit space deposits and late fees are non-refundable.

## 4. CANCELLATION POLICY

Any cancellation of this Contract shall be in writing and shall be submitted to SIA. In the event of cancellation for any reason, the following penalties shall be imposed:

- Cancellation 60 days or more prior to event will forfeit deposit only;
- Cancellation 59-30 days prior to event will forfeit 50 percent of total exhibit space fees (including deposit); and
- Cancellation 29 days or less prior to event will forfeit 100 percent of exhibit space fees (including deposit).

Note: if an exhibitor cancels 29 days or less prior to event, they are still liable for full payment of exhibit space fees.

## 5. COMPLIANCE WITH LAWS

The Exhibitor and his/her employees, representatives, agents, and guests shall comply with all of the applicable laws, regulations, and ordinances of the United States, the State, and the County, and shall comply with all of the applicable rules and regulations of the local Police and Fire Departments and the Convention Center. The possession, distribution, or use of DRUGS or FIREARMS at the SIA Show by the Exhibitor or any of his/her employees, representatives, agents, or guests shall result in the immediate removal of the violator(s) and notification of the local Police Department.

## 6. ALCOHOLIC BEVERAGES

The possession or use of alcoholic beverages, except in SIA designated areas, is prohibited. Alcoholic beverages may not be served by any Exhibitor in an exhibit booth during Show hours.

## 7. FIRE REGULATIONS

The Exhibitor shall comply with all of the applicable rules and regulations of the local Fire Department. Without limiting the foregoing:

- All fabrics and other materials used for decorative purposes must be flameproof and the Exhibitor must have in his/her possession a certificate showing that his/her display material has been treated within the past year by a fireproofing compound approved by the local Fire Department or other applicable agency.
- All packing material must be flameproof.
- Merchandise shall not be packed in paper, straw, or excelsior. Merchandise packed in flammable material may not be brought into the exhibit hall.
- Explosive and flammable material (including aerosol cans) are prohibited.
- All electrical equipment must be U.L. approved and must be wired in accordance with the rules of the Convention Center.
- Motor vehicles may be used for display purposes, provided that:
  - The vehicle is directly related to the use of the product, such as to display a sports equipment rack.
  - The fuel tank is completely full, and fuel tank cap is securely in place and taped in the closed position.
  - The battery or other power source is removed from the vehicle.
- Hard wall displays must allow nine inches between the hard wall and the back of the booth space if power drops from the ceiling are dropped behind the hard wall. This rule does not apply to power drops that can be placed inside the booth, island configurations, and booths constructed of pipe and drape.

## 8. BOOTH CONSTRUCTION

All exhibits must be free-standing and self-supporting. All exhibits must also fit within the assigned dimensions and not infringe upon the space of neighboring exhibits or the common aisle ways.

## 9. BOOTH AND DISPLAY HEIGHTS

The maximum booth and display height is twelve (12) feet, unless the exhibitor obtains prior written approval from SIA Show Management to increase portions of the display height up to a maximum of twenty (20) feet. Exhibitors wishing to exceed the twelve (12) foot height limit MUST request prior approval in writing by submitting their design plans to the SIA Show Management at least sixty (60) days prior to the event. Exhibitors wishing to hang signs or banners from the ceiling at a height above twelve (12) feet must also submit design plans to the SIA Show Management sixty (60) days prior to the event. The official trade show decorator must hang all signs and banners hung from the ceiling. Banners or walls extending above twelve feet may not cover more than fifty percent (50%) of the booth dimension it faces, except that in perimeter booths they may cover one-hundred percent (100%) of the booth dimension. Banners or walls may not cover exit or safety equipment signs.

## 10. DOUBLE-DECKED BOOTHS

Any exhibitor with an exhibit that includes an upper deck or covered area must submit his/her plans for prior approval to the Convention Center's Fire and Safety Department. Copies of the plans must also be sent to SIA along with a copy of the Convention Center's approval for SIA Show Management approval, prior to construction. Double-decked or covered exhibits must also follow the height regulations above. Exhibits without approval will be closed and removed.

## 11. SIGNS, DECORATIONS, AND DISPLAYS

- Signs, decorations, and displays must pertain primarily to the exhibitor's products or brand names and must be in good taste.
- Signs of any size that face directly into an adjoining exhibitor's booth are not permitted. This includes company logos etc. that are painted on or affixed to the exterior of an exhibit's perimeter walls.
- Signs, decorations, and displays in public view must be covered or finished on both sides. Unfinished sides will be draped by SIA Show Management at the exhibitor's expense without prior notice before show opening.
- Only very light signs, posters, decorations, displays, or samples may be attached to or hung from booth draping.
- Each exhibitor is responsible for damage caused by his/her signs, decorations, and displays to the exhibit building or surrounding booths and shall be charged for any such damage.

## 12. FASHION SHOWS OR PRODUCT DEMONSTRATIONS

Adequate seating must be provided by each fashion show exhibitor and product demonstration. Seating must be entirely within the perimeter of the exhibit booth and may not extend into any aisle or public space. Persons standing at a fashion show or product demonstration are permitted only if they are entirely within the booth. Standing or loitering in the aisles is prohibited. The Fire Marshal has directed SIA to immediately stop any fashion show or product demonstration if the audience is blocking any aisle.

## 13. MECHANICAL/ACTION EXHIBITS

All work involved in the erection and preparation of an exhibit, whether done by the official decorating contractors or others, must be completed prior to the official opening of the SIA Show. Requests to use half pipes, trampolines, roller skis, inclined planes, mechanically moving inclines, or other mechanical, action, or moving exhibits must be submitted in writing for approval from SIA Show Management 60 days prior to the event. If permission is granted, the exhibitor may be required to obtain additional insurance. The use of mechanical robots as promotional devices is permitted only inside the sponsoring exhibitor's booth. Such devices must be moved into and out of the sponsoring exhibitor's booth in a dormant or non-operable condition.

## 14. UNION LABOR

Exhibitors shall use union labor at the SIA Show(s) in accordance with applicable union rules and regulations listed in the Exhibitor Service Manual.

## 15. REGISTRATION OF PRODUCTS

All products on exhibit or for sale in any exhibitor's booth must be listed in the SIA Show Directory or registered with the SIA Show Management prior to the opening of the SIA Show. Unregistered products will be considered booth sharing and subject to fines.

## 16. SET-UP DEADLINE

All work involved in the erection and preparation of an exhibit, whether done by the official decorating contractors or others, must be completed prior to the official opening of the SIA Show.

## 17. NO CHILDREN DURING MOVE-IN AND MOVE-OUT

Except for models engaged in rehearsals, no children under the age of 16 years will be admitted to the SIA Show floor during move-in and move-out periods.

## 18. STORAGE

Empty boxes, crates, unused parts of exhibits and displays, etc., may not be stored behind drapes or between the booths and must be removed from the exhibit hall.

## 19. SECURITY

SIA shall not be liable for any injury, loss, or damage to the Exhibitor or any of his/her employees, representatives, agents, or guests, nor any of his/her property, due to or arising from the action or inaction within the exhibit hall during the SIA Show of any security service and/or its employees employed by SIA.

## 20. INSURANCE

SIA provides the Exhibitor with insurance covering liability that may arise in connection with the exhibit space leased from SIA, and the Exhibitor will be billed for his/her pro rata share of this insurance. The limits of this insurance are \$1,000,000 for each occurrence and in the aggregate. If the Exhibitor participates in any type of demonstration activity, he/she may be required to provide additional insurance, in SIA's sole discretion. The Exhibitor is strongly urged to obtain additional insurance covering his/her merchandise while at the SIA Show and while in transit.

## 21. ASSIGNMENT AND BOOTH SHARING

This Contract and any rights of the Exhibitor hereunder may be not assigned without the prior written consent of SIA. Sharing of exhibit space is prohibited.

## 22. PUBLICATION DISTRIBUTION

All publications distributed at the SIA Show must be approved by SIA. Requests for approval must be received by SIA at least thirty (30) days prior to the opening of the SIA Show. Specific rules governing publication distribution are as follows:

- Distribution of exhibitor publications will be made only from publication distribution areas designated by SIA.
- Trade publications or consumer publications will be distributed upon payment of appropriate fees set by SIA.
- Press kits produced by members of SIA will be distributed to the press in the SIA Press Room at no charge.
- Any exhibitor may distribute publications related to his/her business from his/her exhibit booth throughout the show.

## 23. RULES AND REGULATIONS

The Exhibitor and each of his/her employees, representatives, agents, and guests shall comply with the Rules and Regulations and made a part hereof (the "Rules and Regulations"). SIA shall have the sole and exclusive authority to formulate, interpret, and enforce the Rules and Regulations. SIA reserves the right to make such further rules and regulations and to impose such standards of conduct as it deems reasonably necessary from time to time in order to ensure the professional, orderly, and business-like production and operation of the SIA Show. Please familiarize yourself and your employees, representatives, agents, and guests with the Rules and Regulations. Additional copies can be sent to you if you wish. To order additional copies of the Rules and Regulations, contact the SIA McLean office at 703.556.9020.

## 24. GOVERNING LAW

This Contract shall be governed by the laws of the State, without giving effect to the conflict of laws and rules thereof.