

- 1. MANAGEMENT: The word "Management" as used herein shall mean the International Woodworking Machinery Fair, LLC (IWF), a partnership of the Wood Machinery Manufacturers of America and the Woodworking Machinery Industry Association, its officers, committees, agents, or employees. 2. **ELIGIBLE EXHIBITS**: Exhibits will be limited to those companies or other entities offering machinery, materials, products, or services of specific interest to registrants. ONLY NEW MACHINERY MAY BE EXHIBITED. New state-ofthe art technology may be displayed and/or demonstrated on a used machine, as long as the new technology and not the used, refurbished, or re-manufactured machine is the main focus of the exhibit. Management reserves the right to determine the eligibility of any product for display. Exhibiting manufacturers, representatives, and/or distributors must list their participating principals as the exhibitors of record. Only the sign of the Exhibitor whose name appears on the contract may be placed on the booth. No exhibits or advertising will be allowed to extend beyond the space allotted to the Exhibitor, or above the back and side rails. Detailed Display Regulations are provided with this contract and included in your Exhibitor Information Manual. 3. LIMITATION OF LIABILITY: The Exhibitor agrees to indemnify and hold harmless the Management, the Sponsors, Owners, Exhibition Hall Facility, and City in which the Exhibition is being held, and their officers, agents, and employees, against all claims, losses, suits, damaged judgments, expenses, costs and charges of any kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others. The Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors, whether resulting from fire, storms, acts of God, air conditioning/heating failure, theft, pilferage, mysterious disappearance, bomb threats or any other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk and should be safeguarded at all times. Exhibitor agrees that Management shall not be responsible or liable in anyway in the event of any errors or omissions in the listings in the IWF Official Fair Directory or in any promotional material. Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expenses, including, without limitation, attorney's fees and amounts paid in settlement, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, their agents or employees. 4. BOOTH SHARING: Exhibitor shall not share its space, or any part thereof, with any other person, entity or organization. The booth shall contain and advertise only products manufactured, sold or distributed by the Exhibitor. In instances where articles or products are required for the proper demonstration or operations of Exhibitor's display, identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. The booth shall be occupied only by contracted Exhibitor company personnel. Technical / sales support staff from manufacturers represented or for products distributed by the contracted exhibiting company are permitted in the booth. Show Management reserves the right to cover any products not in compliance with the terms of this contract or remove such products from the exhibit floor at Exhibitor's expense. The Exhibitor shall not accept payments from any third party in exchange for allowing such third party's products to be displayed in Exhibitor's booth space. Nothing in this contract, however, shall prohibit an Exhibitor from being reimbursed by a manufacturer for the actual costs incurred by Exhibitor in displaying products that are manufactured by a third party and distributed by contracted Exhibitor in the ordinary course of contracted Exhibitor's business. Upon request of Management, Exhibitor shall provide Management with reasonable documentation relating to the products displayed in Exhibitor's booth or any payments Exhibitor has received in connection with Exhibitor's booth at the fair. Decisions of Management shall in all instances be final with regard to use of any exhibit space. Nothing in the paragraph 4 will limit any other remedies available to Management under this contract.
- 5. **DAMAGE TO PROPERTY**: Exhibitor is liable for any damage caused to building floors, walls, columns, doors, windows, standard booth equipment, or to other Exhibitor's property. Exhibitors may not apply paint, lacquer, adhesives, or other coating to building floors, walls, columns, doors, windows or standard booth equipment.



- 6. **ELECTRICAL SAFETY**: All wiring for displays and fixtures must conform to applicable standards established by various governmental agencies and standard fire inspections ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the exhibition.
- 7. **SAFETY AND FIRE LAWS**: All applicable fire and safety laws and regulations must be strictly observed by the Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local fire department and underwriters rules. Crowding will be restricted. Aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations, or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted. Aerosol cans containing flammable gasses or liquids are prohibited. No flammable liquids may be brought into or stored in the building.
- 8. **DECORATION**: Management will have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, redecorating, or rearrangement of any items or of any booths, and no liability shall be attached to Management for costs that may be incurred by the Exhibitor for compliance. An Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to Exhibitors in adjoining booths (no logos or graphics). If such surfaces remain unfinished at 3:00 p.m. of the day before the opening day of the exhibition, Management shall authorize the official decorator to affect the necessary finishing, and Exhibitor must pay all charges involved. In addition, if any display on which set-up has not been started by 3:00 p.m. of the day before the opening day of the Exhibition, Management reserves the right to have such display installed at Exhibitor's expense. All exhibits must be ready for opening hour of the Exhibition. It is Management's sole discretion to move any exhibits after this time. No exhibit may be built or erected to exceed the height limitations as set forth in the IWF display Regulations included with this contract or in the Exhibitor Information Manual. Any Exhibitor whose booth does not comply with Display Regulations may be required, at their own expense, to alter the display in order to conform with those regulations. Failure to do so can result in loss of priority position assignment in the next IWF.
- 9. **SOUND LEVEL**: Exhibitors are required to provide on request hearing protection devices to booth personnel, surrounding Exhibitors and visitors to their booth. Mechanical or electrical devices, which produce sound, must be operated in a manner to minimize any disruption to other Exhibitors. Management reserves the right to determine the acceptable sound level in all such instances and to require that corrective action be taken.

 10. **LOTTERIES/CONTESTS**: The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and on written approval from Management. No Exhibitor shall conduct any presentation of awards or prizes during IWF that relates to a competition by students, professionals, or manufacturers for furniture design and/or machinery or supplies that are technically innovative, without the written approval of Management.
- 11. **PERSONNEL AND ATTIRE**: Management reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interest of Exhibitors and the Exhibition. Further, Exhibitor expressly agrees that their booth will be staffed during open hours of Exhibition and their personnel will not conduct or host official hospitality or sales activity functions outside the GWCC during open hours of the Exhibition.
- 12. **EXHIBITOR CONDUCT**: The distribution of samples, souvenirs, publications, etc., or other sales materials or Sales promotion activities must be conducted by Exhibitor only from within their booth unless otherwise authorized in writing by Management. The distribution of any articles that interferes with the activities or obstructs access to the neighboring booths, or that impedes aisles, is prohibited. No article containing any product other than the product or material made or processed or used by the Exhibitor in their product or service may be distributed except by written permission of Management. Infraction of this rule will result in the closure of their exhibit. The Exhibitor shall conduct and operate their exhibit so as not to annoy, endanger, or interfere with the rights of other Exhibitors and visitors. Any practice resulting in complaints from any other Exhibitor or visitor which, in the opinion of Management, interferes with the rights of others or exposes them to annoyance or danger, may not be prohibited by Management.



- 13. **ADMISSION**: Admission is open to adults affiliated with the industry served by the Exhibition. No one under 16 years of age will be admitted to IWF. Management shall have sole control over admission policies at all times.
- 14. TERMINATION OF EXHIBITION: In the event that the premises in which the Exhibition is or is to be conducted are, in the sole discretion of management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Management under the contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, this Contract and/or the Exhibition (or any part thereof), may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates this Contract and/or Exhibition (or any part thereof) as fore said, then Management may retain such part of an Exhibitor's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred and there shall be no further liability on the part of either party. For purposes hereof, the phrase, "cause of causes not reasonably within the control of Management" shall include, but not by way of limitation: fire; casualty; flood; epidemic; earthquake; explosion or accident; blockade; embargo; inclement weather; governmental restraints; restraints in civil defense or military authorities; act of public enemy; riot or civil disturbance; strike; lockout; boycott; or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment, local State or Federal laws, ordinances, rules, orders, decrees, or regulations, whether legislative, executive or judicial and whether constitutional or unconstitutional, or Act of God.
- 15. **RESOLUTION OF DISPUTES**: In the event of a dispute or disagreement between: Exhibitor and an Official Contractor; or between Exhibitor and a Labor Union or Labor Union Representative; or between two or more Exhibitors; all interpretations of the rules governing the Exhibition, actions, or decisions concerning the dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.
- 16. CARE AND REMOVAL OF EXHIBITS: The Management will maintain the cleanliness of all aisles. Exhibitor must, at their own expense, keep exhibits clean and in good order. All exhibits MUST REMAIN FULLY INTACT until the Exhibition has officially ended at the Georgia World Congress Center. Exhibits must be removed from the building by the time specified in the Exhibitor Information Manual. In the event any Exhibitor fails to remove their exhibit in the allotted time, the Management reserves the right, at the Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing or to place the same in a storage warehouse subject to the Exhibitor's disposition or make such other disposition of this property as it may deem desirable without any liability to the Management.
- 17. **PHOTOGRAPHY**: The taking of photographs at IWF is strictly prohibited except for booth photography contracted through the Official Show photographer and accredited members of the press. An Exhibitor or Attendee may not photograph or video tape the exhibits or products of other Exhibitors without their written permission. Photographs, images and photographic devices will be confiscated and those individuals in violation of this rule may be escorted from the Show and their show credentials revoked. Exhibitors wishing to make their own arrangements for thephotographing of their exhibit must notify Show Management in advance of the show and whose permission shall not be unreasonably withheld.
- 18. **INSURANCE**: Exhibitor shall purchase commercial general liability insurance, placed with a financially stable insurance carrier, which insures Exhibitor's operations and obligations under this agreement. Said policy shall have limits of no less than \$1,000,000 per occurrence. Exhibitor shall cause Management to be named as an Additional Insured under the foregoing policy. The foregoing insurance is a minimum requirement and shall in no way limit the liability of Exhibitor. Exhibitor shall furnish evidence satisfactory to Management that Exhibitor has secured and is maintaining the foregoing insurance policy.
- 19. **LOSSES**: Management shall bear no responsibility for damage to the Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If Exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor is advised to insure against these risks.



- 20. **AMENDMENT TO RULES**: Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. The Management shall have full power in the matter of interpretation, amendment, and enforcement of all said rules and regulations, and that any such amendments, when made and brought to the notice of the said Exhibitor, shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.
- 21. **DEFAULT**: If the Exhibitor defaults in any of their obligations or covenants under this contract, including without limitation any Exhibition Rule or Regulation promulgated pursuant to this contract, the Management may, without notice, terminate this agreement and retain all monies received on account as liquidated damages. The Management may thereupon direct the Exhibitor forthwith to remove its employees, agents or servants, and all of their articles of merchandise and other personal property from the space contracted for and from the Exhibition hall. servants, and all of their articles of merchandise and other personal property from the space contracted for and from the Exhibition hall.
- 22. ALCOHOLIC BEVERAGES: No Alcoholic Beverage may be served from any exhibit space.
- 23. **LATE PAYMENT FEE**: In the event that booth space payments are in excess of 45 days in arrears, a 1.5% monthly late payment fee will be assessed on the balance due. Any booth space with a past due balance is subject to cancellation. All booth payments and late fees incurred must be paid in full prior to installation.
- 24. **AGREEMENT TO RULES**: Exhibitor, and their Employees, and Representatives, agree to abide by the foregoing rules and by any amendments that may be put into effect by Management and by the Rules and Regulations in the Exhibitor Information Manual. If Exhibitor breaches any of its obligations or covenants under this Contract, including without limitation any Exhibition Rules or Regulations, Management may, without notice, (i) terminate this agreement and retain all monies received on account as liquidated damages; and (ii) direct Exhibitor to remove its employees, agents or servants and all of its articles of merchandise and other personal property from the Exhibition Hall; and (iii) prohibit Exhibitor form any future IWF, and (iv) deny Exhibitor seniority point for that year's participation in the International Woodworking Fair as described in IWF's Space Assignment Priority System; and (v) any other remedy available in law or equity.
- 25. **DEPOSIT OF YOUR CHECK DOES NOT CONSTITUTE CONTRACT ACCEPTANCE**. This agreement shall not be binding until accepted by Management.