

# EXHIBITOR TERMS & CONDITIONS

## I. Intent

The purpose of the show is to promote and stimulate the interest in, and demand for, the industry's products and services. The show is presented as a service to the industry and to provide information and education to members and visitors through contact with exhibitors and products.

The demonstration, display and sale of products and services on the show floor is limited to those persons, firms and corporations that have contracted and paid for exhibit space in the convention center. No other persons, firms or corporations will be permitted to demonstrate products, solicit orders or distribute advertising materials on the show floor. Any person in violation of this rule will be promptly ejected from the exhibit hall.

## II. Booth Space Payment

Payments of exhibition fees are required as follows:

1. Fifty percent of the total exhibition fee must be submitted along with each booth space contract. The remaining 50 percent of the total exhibition fee is due on or before June 30, 2020.
2. After June 30, 2020, all contracts must be submitted with full payment. Booth space contracts received without appropriate payment will not be processed.

Only the company name listed on the booth space contract is considered an official Irrigation Show exhibitor. All exhibitors must make payments in accordance with the schedule outlined above. Under no circumstances will the exhibitor be permitted to participate at the Irrigation Show and/or occupy its exhibit space if full payment has not been received. The IA will accept payment by check, VISA, MasterCard, American Express or Discover. Show management will adjust fees as needed to correct misreported member status or calculation errors.

## III. Exhibitor Cancellation or Downsizing

All exhibitor cancellations or downsizing requests must be received by show management in writing. Refunds for canceled or reduced space will be given as follows:

1. If booth space is canceled or reduced prior to June 30, 2020, the IA will retain 25 percent of total exhibition cost.
2. If booth space is canceled or reduced on or after June 30, 2020, through and including Aug. 31, 2020, the IA will retain 50 percent of total exhibition cost.
3. If booth space is canceled or reduced after Aug. 31, 2020, the IA will retain or collect 100 percent of total exhibition cost. No refund will be given.
4. If the exhibitor downsizes on a main aisle or first 20 percent of the show floor by more than 50 percent of their original booth request on their initial booth space contract, show management has the right to move the exhibitor to a new location.

## IV. Event Cancellation

If the show must be postponed or canceled due to a force majeure event\*, the parties agree that it would be difficult to determine with certainty the amount of the exhibitor's damages from such cancellation. Therefore, the obligations of the parties under this agreement shall be automatically terminated. Deposits already paid by exhibitors shall be refunded, less a pro rata share of expenses actually incurred by the IA in conjunction with the exhibition. In the event of conditions beyond the control of the IA that cause the convention center to become unavailable, exhibitors hereby authorize the IA to assign space, regardless of size or location, in such other building as the IA may be able to procure to hold the exhibition regardless of the location thereof. Exhibitors shall use and occupy such substituted space at the same rent, and under the same terms and conditions, as are set forth in the booth space contract, and the IA shall not be liable to any exhibitor for any loss or damage suffered by reason of such unavoidable postponement and relocation.

\* Force majeure events are defined as follows: fire, explosion, earthquake, storm, flood or other weather, natural disasters, unavailability of necessary utilities, transportation or housing, strikes, law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, judgement or decree of a court of competent jurisdiction (not arising out of breach by such party of the booth space contract), acts of terrorism, or other causes beyond the IA's reasonable control, including situations in which such events or causes are reasonably expected to cause a significant proportion of the persons otherwise expected to attend the event to decide not to attend.

## V. Booth Space Assignment

Booth space will be assigned to the company contracting for space as indicated in the booth space contract. Although show management will attempt to accommodate exhibitor requests for specific exhibition space, no guarantees can be made that the exhibitor will be assigned the specific exhibition space(s) requested. Space assignment will be based on the priority point system, and space will be assigned first to exhibiting companies whose booth space contracts have been received on or before Feb. 29, 2020.

In the event the Irrigation Show sells out, the booth space contract and deposit will be put on a waiting list. Show management will notify the exhibitor if space becomes available.

Show management reserves the right to relocate an exhibitor's booth space due to modifications of the exhibit facility, fire marshal regulations or any other reason in the best interest of the overall exhibition.

## VI. Space Regulations

1. No exhibitor shall reassign, sublet or share the whole or any part of the contracted exhibit space. If show management is provided with written documentation by contracted exhibitor showing ownership of another company, the contracted exhibitor and its subsidiary may occupy the same booth space. If this exhibitor wants an additional listing in the show guide for such subsidiaries, show management must receive request in writing along with payment of \$750 for each additional listing.
2. All demonstrations, advertising and promotional activities must be confined to the limits of the assigned exhibit space. No outside demonstrations, seminars, education sessions, product exhibitions, displays or group product discussions may be conducted on show days without express permission from the IA. Demonstrations, advertising, promotional products, signage and any material displayed or distributed by an exhibitor cannot contain comparative advertising, comparative pricing and/or disparagement of competitors. Show management reserves the right to have signage removed and/or any other disciplinary action at show management's discretion. Show management reserves the right to stop any product demonstration on the show floor that is determined to be a hazard, not consistent with IA policies or disruptive to the show.
3. Distribution of magazines, newspapers and other literature outside exhibitors' assigned booth space and at official show hotels is prohibited without express permission from IA.
4. Exhibitors are prohibited from conducting meetings with attendees on the show floor prior to show opening or during non-show hours. Exhibitors may conduct meetings with their booth personnel prior to show opening and during non-show hours.
5. The exhibitor, its employees and representatives shall not engage in any display, publication, performance or other activity, which conflicts with any federal, state or local law, regulation, rule or ordinance.
6. The following activities are strictly prohibited in the exhibit hall: (Violation of these regulations will result in the cancellation of the booth space contract and removal of the exhibit from the show without refund or liability to the IA.)
  - a. Gambling or gambling equipment, including slot machines, roulette wheels, dice games, etc.
  - b. Photography, video production and/or graphic reproduction of other exhibitors' booths and products. Videotaping equipment of any kind is not allowed in the exhibit areas except by persons authorized by IA.
  - c. Using live animals for demonstration (only service animals to accompany people with disabilities are permitted).
7. Exhibitors are not permitted to serve alcoholic beverages from their booth space. An exception to this rule is made only during years when the IA co-locates with the National Ground Water Association.
8. Helium balloons are prohibited from the exhibit hall at all times and nothing shall be posted on, tacked, nailed, screwed or otherwise attached to walls, floors, ceilings, furniture or other property of the convention facility.

## VII. Exhibitor Conduct

Exhibitors must conduct themselves and their activities in a manner consistent with the guidelines expressed by the Equal Employment Opportunity Commission. Booth personnel, hired hosts and hostesses must be attired in a manner that will not be offensive. The IA will have sole control over admission. The IA reserves the right to reject or prohibit any exhibit or part thereof, including without limitation any person, article, conduct, printed matter or souvenir, that it judges is not suitable to and in keeping with the character of the exhibition. Violations of any of these rules may result in the cancellation of the booth space contract and removal of the exhibitor from the show without refund or liability to the IA.

1. The cost to repair any damage by an exhibitor, its employees or representatives to the Henry B. Gonzalez Convention Center will be billed to and paid for by the exhibitor.
2. Exhibitors agree not to bring children under the age of 16 onto the exhibit floor during exhibitor move-in and move-out.
3. Exhibitors will take every reasonable precaution to minimize the noise of operating exhibits. At no time, either in the exhibit or outside any sound room, may the noise level exceed 85 decibels. Sound rooms are required for

any demonstrations where the noise level exceeds 85 decibels. Doors to sound rooms must be kept closed during demonstrations. Exhibitors are required to post warnings that sound levels within the sound room may be harmful. In the event any other exhibitor objects or protests to the noise level, show management shall reserve the right to require the exhibitor to cease operation of the exhibit or take measures to reduce the noise level. Exhibitors are prohibited from using objectionable amplifying or special lighting equipment. Show management also reserves the right to require exhibitors (at exhibitor's expense) to change, alter, modify or remove all or part of its exhibit due to any objectionable odors emanating from the display booth.

4. Guns and concealed weapons are strictly prohibited.

## VIII. Construction of Exhibit & Use of Space

1. If exhibit materials are delayed or lost in transit, the following procedures apply:
  - a. Show management must be notified.
  - b. The exhibitor must either set up a table and staff the booth or procure a sign to hang in the space which reads: "The material for this exhibit has been delayed in transit."
2. Exhibits not set up by the closing hour of the official move-in time will not be permitted to set up until after the closing hours of the day in question and before the opening on the following day.
3. Exhibitor is responsible for ensuring proper booth construction using permissible drapes, furnishings, acoustical materials, signs and banners and at the discretion and expense of exhibitor.
4. Exhibitors are required to furnish their entire booth space with carpet or floor covering at their expense. If booth space is not covered with carpet or floor covering, the show contractor (with permission of show management) will force carpet installation, at the exhibitor's expense.
5. All exhibits must conform to the [International Association of Expositions and Events](#) display guidelines as adopted by Irrigation Show management and contained in the exhibitor service manual.

## IX. Fire Protection

All exhibits must comply with all fire regulations and are subject to approval with the local fire regulations. Exits, fire stations and fire extinguisher equipment must not be obstructed. Table coverings must be flameproof and extend down far enough to screen anything under the table but must clear the floor to meet fire regulations. All packing materials and cardboard cartons and boxes must be removed from the booth prior to the opening of the

show. Fire regulations will not permit storage of empty crates and cartons anywhere in the exhibit area. No materials may be stored behind booths. No flammable fluids or substances may be used or shown in booths. If inspection indicates that any exhibitor has neglected to comply with fire regulations, or otherwise incurs a fire hazard, the right is reserved to cancel all or such part of the exhibit that is irregular, unless the exhibitor immediately corrects the problem.

## X. Dismantling

The exhibitor agrees by signing a booth space contract not to disturb, dismantle or remove exhibit from the designated exhibit space until after the official closing of the exhibits. Early tear-down and dismantling is prohibited and failure to observe this rule may result in a fine of \$500 and a forfeit of priority points earned at that year's Irrigation Show. All exhibits and their goods must be packed and ready for shipment immediately following the official closing of the exhibits. All exhibiting firms must be cleared out of the exhibit hall by 1:00 p.m., Friday, Dec. 4, 2020.

## XI. Security & Insurance

Show management shall provide security service throughout the hours of installation, exhibit hours and dismantling. Such service is in no case to be interpreted as a guarantee against loss or theft of any kind or damage by fire, accident or any other cause. The IA, designated show contractor and the Henry B. Gonzalez Convention Center and the city of San Antonio shall not be liable for any loss, damage or displacement of any exhibitor's property due to any cause. Small materials should not be left in the booth when it is unattended. Each exhibitor should designate a company representative to remain with the booth until it is completely dismantled.

The IA and its officers, directors, trustees, employees and agents, as well as designated show contractor and the management of the Henry B. Gonzalez Convention Center and the city of San Antonio are not responsible for the safety of the property of the exhibitors from theft, damage by fire, accident or other causes. Exhibitors are strongly encouraged to remove or place out of sight all small items from exhibit tables and display areas when exhibits are closed.

Exhibitors are required to maintain exhibitor liability insurance with minimum limits of not less than \$1,000,000, fire legal liability with a minimum limit of \$50,000, and medical payments with a minimum limit of \$5,000. In addition, coverage is recommended, but not required for property insurance for exhibitor's goods, wares, merchandise and any other property (i.e., transit from factory or warehouse to the exhibition hall while stored or exhibited and returned to the exhibitor's premises). The exhibitor is recommended to make provisions for the safeguarding of such exhibitor's goods, wares, merchandise, chattels or property since the IA shall not be liable for any injury thereto. The exhibitor should provide copies of insurance



policies or certificates of insurance to Tiffany Wilson, exhibit services manager at [tiffanywilson@irrigation.org](mailto:tiffanywilson@irrigation.org). The exhibitor agrees to waive all claims against the IA, its officers, directors, agents and employees, the Henry B. Gonzalez Convention Center and the city of San Antonio for any and all claims, demands, defense costs, liabilities, expenses or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to the exhibitor or exhibitor's owners, employees, contractors, representatives, patrons, guests or attendees, or injury to any such personnel for which the exhibitor indemnifies the IA, excepting that portion of such claims, demands, defense costs, liability, expense or damages arising out of the sole gross negligence or willful misconduct of the IA.

## XII. Intellectual Property

By executing the booth space contract, the exhibitor represents and warrants to the IA that the exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "intellectual property"), as the case may be, used by the exhibitor at or to promote its activities at the Irrigation Show. Breach of the foregoing warranty shall be grounds for immediate revocation of the right to exhibit, without notice or hearing. The exhibitor acknowledges that the IA is relying upon this representation and warranty and has no obligation to monitor the uses and displays of intellectual property at the 2020 Irrigation Show or to conduct an independent investigation of the status of rights to any intellectual property.

**QUESTIONS? Contact Exhibit Services Manager Tiffany Wilson at [tiffany-wilson@irrigation.org](mailto:tiffany-wilson@irrigation.org).**



## EXPLORE. CONNECT. LEARN.

**Submit your booth contract today!** Members save over 40% on exhibitor fees. To qualify for member pricing, IA membership dues must be paid through December 2020, or a membership application must be submitted with the booth space contract. Platinum members receive an additional 5% discount.

The 2020 Irrigation Show and Education Week is a program of the Irrigation Association, a not-for-profit 501(c)(6) organization dedicated to promoting efficient irrigation. Unlike for-profit trade shows, revenue from the Irrigation Show supports IA initiatives to benefit its members and the irrigation industry by improving industry proficiency through continuing education; recognizing and promoting experience and excellence with professional certification; ensuring industry standards and codes reflect irrigation best practices; and influencing water-use public policy at the local, state, regional and national levels.