

2017 Exhibitor Agreement
Western Arts Alliance Annual Conference
Seattle Sheraton

This agreement for exhibit space at the 2017 Western Arts Alliance Annual Conference, September 5-8 (referred to hereafter as the "Conference"), is made between Western Arts Alliance (referred to hereafter as "WAA") and entered upon written acceptance by the Exhibitor named on page 3 (hereafter referred to as "EXHIBITOR").

1. To be eligible to exhibit at the Conference, an organization or individual must be a current Artist/Manager, Associate, or Consultant/Vendor member of Western Arts Alliance with dues paid in full. For the purpose of this agreement, the following definitions and limitations apply:
 - a. Artist/Management is a single organization, business, or individual representing one or more touring performing artists or attractions.
 - b. An individual artist, group, or organization represented by a member agency may not exhibit independently of their agency without a membership of their own.
 - c. Associate is a single organization or individual facilitating, funding, or supporting the performing arts (i.e. foundations, state arts agencies, and arts service organizations).
 - d. Consultant/Vendor is a single agency, business, or individual providing services and/or products related to the performing arts, presenting, or venue management.

2. Exhibitor registration periods are based on the number of years an organization has been a member and exhibiting at WAA. This is called "Rank."

Determination of Rank

Rank 1:	10th or more year attending	Rank 3:	2nd, 3rd & 4th year attending
Rank 2:	5th, 6th, 7th, 8th & 9th year attending	Rank 4:	1st year attending

Exhibitors will be dropped back in rank if:

- a. A year of exhibiting or attending the Conference is missed. The exhibiting company must complete one year in this dropped rank before being restored to previous rank status.
 - b. The exhibiting company's membership lapses. A membership lapse of more than 365 days clears any exhibiting history accumulated and starts the exhibiting company over in Rank 4.
3. The exhibit fee includes a space in the exhibit hall (known hereafter as "The Commons") and one individual registration. EXHIBITOR is limited to three spaces of any type per conference.
 4. Exhibit shall be occupied by a single member organization. Only employees, contractors, and roster artists represented by the EXHIBITOR may use the space assigned to that organization. An exhibitor that knowingly registers an individual unaffiliated with the exhibiting organization may be liable for applicable membership and registration fees.
 5. An exhibit may not be transferred, sublet, or assigned in any way.
 6. The exhibit must be staffed. One authorized representative per exhibit must be present within the booth during Open Hours. Privileges to exhibit in future WAA meetings may be revoked if exhibit space is abandoned. For the purpose of this agreement, the following definitions and limitations apply:
 - a. Open Hours are those designated hours each day during which all exhibits must be staffed and "open for business."
 - b. Accessible Hours are those designated hours each day during which The Commons is accessible for meetings or browsing by presenters. During accessible hours, EXHIBITOR staff are not required to be present in their space.
 7. EXHIBITOR may not solicit business in aisles or in another exhibit space. EXHIBITOR may only visit another exhibitor's space during official show hours. Handling display items, taking collateral materials and/or CDs, or the taking of photographs of another exhibitor's exhibit or display are not permitted without the exhibitor's expressed permission.
 8. All displays, marketing activities, and distribution of promotional material must be confined to the three-dimensional boundaries of the EXHIBITOR's assigned space (as specified in **Addendum I**). Displays of any kind, including products, advertising, promotional signs, literature, novelties, etc., will not be permitted in another exhibit space or public area such as aisles, entrance ways, lounges, registration area, approaches, corridors, meeting rooms or any other common space of the exposition hall or hotel. All meetings, showcases, solicitations, and other activities must be conducted so as not to infringe on the rights or privileges of other exhibitors or delegates.
 9. WAA will retain security for the exhibit hall when the exhibit hall is closed. However, EXHIBITOR assumes all liability for security of possessions and equipment within their exhibit space.
 10. Occupancy of exhibit space:
 - a. Exhibitor load-in is Wednesday, September 6, 7:00 a.m. – 11:00 a.m. All crates and cardboard boxes must be removed from time the Exhibit Hall opens at 11:00 a.m. on Wednesday, September 6; storage under table drape is not acceptable. Crates remaining will be removed at the EXHIBITOR's expense.
 - b. Any space not completely set up by 11:00 a.m. on Wednesday morning will be regarded as abandoned and may be resold or reassigned by WAA, and the EXHIBITOR will not be provided any refund. If the EXHIBITOR will be

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delayed due to weather or any other circumstance they must notify WAA of the delay as soon as possible to avoid having their exhibit space regarded as abandoned.

- c. Tear-down is Friday, September 8, 2:30 p.m. to 5:00 p.m. Dismantling an exhibit space before the conclusion of show hours on Friday may result in the reduction of one rank for the following conference. Requests for exception due to extenuating circumstances must be received in writing by **July 28, 2017** and may be approved only at the discretion of WAA Staff. Packing of all exhibit freight must be completed no later than 5:00 p.m. on Friday, September 8. A carrier selected by the show decorator may ship all remaining freight at the EXHIBITOR's expense.
11. WAA prohibits the sale of material products in any exhibit space.
12. Live performance in The Commons is prohibited except as specifically designated. Artist may not appear in character or costume within The Commons. Live performances are not permitted outside of Juried and Independent Showcases or the Annual Luncheon.
13. Animals are not allowed at the Conference, except for service dogs, without written approval from WAA Staff prior to the Conference.
14. EXHIBITOR agrees to comply with all restrictions on booth exhibits as detailed in **Addendum I**.
15. EXHIBITOR agrees to comply with all rules and regulations regarding labor, freight and decoration services as outlined in **Addendum II**.
16. All food service or hospitality offered must be reported to WAA and ordered through hotel catering.
17. Cancellations are subject to limitations:
 - a. Exhibit Cancellation: A conference exhibit may be cancelled up to 45 days before the conference. WAA will refund an exhibit fee only if the exhibit is resold. The administrative fee for a cancelled exhibit space or agency registration is 30% of the total exhibit order.
 - b. For information on cancellation of individual registrations and associated events, please see the Conference Registration Information page at <http://www.westarts.org>.
 - c. All cancellations must be submitted in writing. Please note that refunds may not be processed until after the Conference.
18. EXHIBITOR must abide by the WAA Code of Ethics and the North American Performing Arts Managers and Agents' (NAPAMA) Guidelines for Ethical Behavior. To review the NAPAMA guidelines, please visit www.napama.org. By submitting an exhibit application, EXHIBITOR agrees to comply with the guidelines.

The EXHIBITOR and its representatives are expected to act at all times in a professional manner. The EXHIBITOR shall not infringe upon the rights and privileges of another exhibitor. Any complaints regarding infractions of the rules or disputes between exhibitors should be made directly to Western Arts Alliance. Any decision by WAA shall be final, binding and non-appealable. Unethical or criminal conduct or infraction of the rules on the part of the EXHIBITOR or its representatives will subject the EXHIBITOR, its representatives, or both, to ejection from the exhibit hall and forfeiture of exhibit space, exhibit fee and/or rank status in exhibit assignment. In such an event, EXHIBITOR acknowledges that it shall not receive any refund of its exhibit fee.

19. EXHIBITOR, on behalf of itself and its officers, directors, agents, employees, and assigns, hereby represents and warrants that (a) EXHIBITOR's marketing, advertising, and publicity materials, including, but not limited to, photographs, rosters, posters, images, videos, and recordings, and (b) any showcase or other artist performance(s) organized or promoted by EXHIBITOR which has also been advertised and/or promoted as part of the WAA Conference, regardless of whether such showcase is arranged through a third party and regardless of whether such showcase takes place on or off of any official conference hotel or location, will not violate or infringe upon any common law or statutory right of any person, firm or corporation including, without limitation, contractual rights, copyrights, trademarks, and rights of privacy.

With regard to EXHIBITOR's representations and warranties, EXHIBITOR shall indemnify and hold harmless WAA, its successors, officers, directors, agents, employees, and assigns from and against any claims, loss, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs actually incurred, resulting from or arising out of, wholly or in part any breach of EXHIBITOR's representations and warranties, including, but not limited to, any act or omission of EXHIBITOR, its officers, directors, artists, agents, and employees, and assigns. The express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of property loss, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright or trademark.

In addition, should WAA determine in its sole discretion that EXHIBITOR has breached any of EXHIBITOR's representations and warranties, WAA shall have the right, in its sole discretion, to cancel any showcase or other artist performance(s) organized or promoted by EXHIBITOR which has also been advertised and/or promoted as part of the WAA Conference and/or terminate EXHIBITOR's right to exhibit, display, or distribute EXHIBITOR's marketing, advertising, and publicity materials without any obligation to refund any costs, expenses, or conference fees to EXHIBITOR. All such rights and remedies may be exercised cumulatively, or in the alternative at the sole discretion of

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WAA Staff. In the event of such violation, WAA additionally reserves the right to refuse exhibiting privileges for the following year.

20. The terms of this Exhibitor Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Exhibitor Agreement and the EXHIBITOR's rights and obligation hereunder may not be assigned or transferred by the EXHIBITOR without WAA's consent.
21. WAA has sole discretion in determining eligibility to exhibit and in assigning exhibit spaces.
22. No verbal understanding shall modify or add to this contract; any amendments hereto must be in writing.
23. Your registration is not complete or valid until WAA has received the signed exhibitor agreement and applicable fees on or before the applicable rank deadline: Rank 1 - May 12; Rank 2 - May 26; Rank 3 - June 9; Rank 4 - June 23

By signing this AGREEMENT, the EXHIBITOR acknowledges they have read and agree to abide by all terms of this AGREEMENT, including all Western Arts Alliance rules, policies, and restrictions included herein by reference.

Organization Name: _____

Exhibit Number: _____

Exhibit Type: _____

Organization Contact: _____

Contact Signature: _____

Date: _____

Scan and email to: staff@westarts.org

Fax to: 503-274-4768

Mail to: Western Arts Alliance, 715 SW Morrison St., Suite 600, Portland, OR 97205

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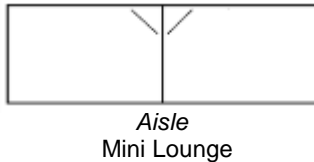
Addendum I - Display Guidelines and Restrictions

Signage

Signage may only be placed within assigned exhibit areas, tabletops or affixed to EXHIBITOR's own display; no signs or banners may be affixed to the facility's walls, ceilings, floors, columns, or any other surface, nor placed on easels outside of the EXHIBITOR's own display space. EXHIBITOR may not place signs, banners, or any other items in any location outside of their assigned exhibit space or in any area of the facility outside The Commons. WAA reserves the right to restrict activities, and restrict or close exhibits which, in the opinion of WAA or its designee, become objectionable.

Display Restrictions and Guidelines for Café, Bistro Tabletops and Mini Lounge exhibit spaces:

- Displays in this exhibit type must be self-standing.
- Nothing is permitted to stand on table surfaces over 24" from the tabletop's surface.
- Audio equipment or other displays must be positioned on the tabletop. An additional stand can be rented through the Decorator or Hotel for your AV equipment and positioned along the back of your space.
- All audiovisual equipment must be equipped with headphones.
- One retractable, free standing display banner, not to exceed 36" wide x 96" high is allowed within your exhibit footprint. The display must be positioned at the back of the space. Exhibitor are also allowed one single free-standing poster or signboard, not to exceed 24" wide x 40" high that can lean against the front of the exhibit table.
- Free-standing display(s) must be single-sided and must not contain moving parts that infringe upon neighboring exhibits.
- Exhibit may not block Fire Pulls, Fire Sirens, or Fire Extinguishers in or near the exhibit space(s).
- No exhibit shall have anything extending above 8' (96") in height in any part of the exhibit space.
- A Mini Lounge, Café, or Bistro exhibit may contain one 36" wide x 96" high retractable display. For the Mini-Lounge, the display must be positioned in the back interior corner. For the Café or Bistro exhibit, the display must be at the inside-interior line for a back-to-back alignment with the exhibit directly behind it (as shown; drawings not to scale).



- Displays must not interfere or obstruct neighboring exhibit spaces. Aisles cannot be incorporated as part of an exhibit space.
- Balloons, strobe lights, spot lights and projections are not allowed.
- These exhibit types have no pipe and drape and no back wall from which to hang displays. There will be a taped line around the perimeter of the space or marking its corners.

Display Restrictions and Guidelines for Pipe & Drape Booth exhibits - 10' wide x 8' deep, 8' wide x 8' deep and 5' wide x 8' deep:

- Retractable banners and/or pop-up displays are allowed but should **not** protrude more than 4' from the back of the exhibit so that sight lines are open.
- EXHIBITOR may not block Fire Pulls, Fire Sirens, or Fire Extinguishers in or near the exhibit space(s).
- All displays and/or equipment over 4' tall may not protrude more than 4' from the back wall (2' for 5' wide x 8' deep spaces).
- Tabletop displays may not stand more than 24" from the table's surface. Visual materials must fit on the table. Place magazine and material stands, free-standing displays, and audiovisual equipment towards the back of the booth leaving clear sightlines down the entire row of booths.
- All free-standing displays must be single-sided and should not contain moving parts that infringe upon neighboring exhibits.
- All audiovisual equipment must be equipped with headphones.
- Displays must not interfere or obstruct neighboring exhibit spaces. Aisles cannot be incorporated as part of an exhibit space.
- No exhibit shall have anything extending above 8' (96") in height in any part of the exhibit space.
- Balloons, strobe lights, spot lights and projections are not allowed.

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Addendum II - Exhibit Labor, Freight and Decoration Rules

Set Up

All work involved in the erection, touch-up painting, dismantling, and repair of any exhibit space – when this work is done by persons other than EXHIBITOR's full-time company personnel – will fall under the Decorator's, and in some cases, union jurisdiction. This work is to include wall coverings, floor coverings, pipe and drape set-up or dismantling, painting, hanging of signs and/or decorative materials, placement of all signs, and the erection of platforms used for exhibit purposes.

Full time employees of exhibiting companies may set their own exhibits. All these employees must be badged by WAA. If additional persons are required, labor must be acquired through the Decorator, **Teamwork Event Specialists**. Temporary personnel acquired from local temporary agencies will not be allowed to perform any type of work.

Freight Handling

The loading dock at show site as well as all work involved in the loading and unloading of all trucks, trailers and contract carriers, the handling of empty crates and the operation of materials handling equipment, is under the Decorator's jurisdiction. The Decorator also has jurisdiction of the unloading, uncrating, unskidding, leveling, painting and assembly of machinery and equipment, as well as the reverse process.

Full-time employees of exhibiting companies may 'hand carry' material provided they do not use material handling equipment including but not limited to hand carts, dollies, bellman's carts or rolling suitcases. When EXHIBITOR chooses to 'hand carry' material, they may not be permitted access to the loading dock/freight door areas. **Teamwork Event Specialists** will not be responsible for any material EXHIBITOR hand carries.

EXHIBITOR is expected to comply with any union requirements in effect and as might be specified by the current year location or Decorator.

Gratuities

Teamwork Event Specialists work rules prohibit the solicitation or acceptance of tips in cash, product or gifts in kind by any employee.

Teamwork Event Specialists Customer Service

Teamwork Event Specialists require the highest standards of integrity from all employees. Please call Elizabeth Guptill, Director of Customer Service at 1-774-568-5428 to provide feedback.