

**1. Contract for Space.** This completed application along with a formal notice of space assignment by the Southwest Professional Photographers Association Inc. (SWPPA) and payment of rental charges together constitute a contract for exhibit space at the trade show conducted in conjunction with the regional convention of SWPPA. (Actual dates and times of setup, show hours and teardown are detailed on front)

**2. Assignment of Space.** Space assignment will be made by SWPPA in keeping with preferences requested by exhibitors on a FIRST-COME; FIRST SERVE BASIS. Exhibitors may not sublet any of their leased space.

**3. Space Rental and Payment.** Booths will be furnished with pipe and drape, one 6' draped table, two chairs and one identification sign. Islands do not include pipe and drape, unless requested in writing. A \$150.00 non-refundable retainer per booth must accompany this contact. The balance is due as defined on front of contract. No cancellations will be accepted and no refunds of space payments will be made for any reason after the defined date.

**4. Installation and dismantling of Exhibits.** It is agreed by the exhibitor that in the event he/she fails to install the exhibit in the assigned booth space within the time limit set for opening exhibits, or begins to dismantle booth while show is still open, or fails to pay the space rental by the specified date, or fails to comply with other provisions concerning use of exhibit space, SWPPA shall have the right to take possession of said space and lease said space, or any part thereof, to other such parties and upon such terms and conditions as it may deem proper. SWPPA reserves the right to refuse rental of any requested booth space to prior violators of any part of this agreement.

**5. Arrangement of Exhibits.** All exhibits must be arranged so as not to obstruct the general view or hide the exhibits of others. The standard equipment provided the exhibitor by SWPPA will include a drape back wall 8 feet high with a draped divider between neighboring vendors that is 3 feet high. No construction or build-up exhibit including signs shall exceed the height unless approved by SWPPA. Display boards and other equipment must not extend into the aisle space. Requests for exception must be submitted in writing 60 days prior to show.

**6. Limitation of Liability.** SWPPA, it's Officers, it's trustees, it's contractors and the Arlington Convention Center shall not be responsible for any loss, damage or injury that may occur to the exhibitors, exhibitors guests, employees or property from any cause whatsoever prior to, during or subsequent to the period covered by this contract. The exhibitor on signing this Application for Exhibit Space expressly releases the SWPPA, it's Officers or it's Trustees from and agrees to indemnify them against any and all claims for such loss, damage or injury, provided however that this provision of the contract shall not be applicable if such loss, damage or injury is caused by the negligence or misconduct of SWPPA, it's Officers, it's Trustees, contractors or the Arlington Convention Center agents or other

**7. Insurance.** All property of the exhibitor is understood to remain under the custody and control in transit to and from within the confines of the Arlington Convention Center are required to carry floater insurance to cover exhibit material against damage or loss and public liability insurance against injury to the person or property of others. Exposition insurance policies do not extend to cover liability of exhibitors.

**8. Security.** Every reasonable precaution will be taken to protect property during installation, show time and periods of removal. However neither the SWPPA, it's Officers, it's Trustees, it's service contractors, nor the management of the Arlington Convention Center are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes.

**9. Fire Regulations.** All exhibit material must be flameproof in order to meet the local Fire Department regulations.

**10. Promotions or Sales Schemes.** Canvassing or attempting to make sales in the exhibit hall (outside of the assigned booth or authorized demo area) by anyone representing or connected with any vendor or exhibitor is strictly forbidden and any person so doing will be immediately removed from the premises.

**11. Advertising or Promotion Noise Makers.** Distribution of noise making devices of any kind is prohibited. SWPPA reserves the right to ban objectionable premiums or novelties and to prevent the sale or distribution of any articles or products which it believes might endanger the health or safety of those attending the convention. Sounds objectionable to other exhibitors may be banned from the Trade Show by SWPPA.

**12. Labor.** Exhibitors must arrange for, and be financially responsible for any services required of the official decorator, or special conveyance equipment needed to set up or remove booths. The handling, placing or setting out of merchandise that is to be displayed does not require union labor and may be done by the exhibitor.

**13. Amendments.** Any and all points covered herein, and others not covered, are subject to decision by the SWPPA through it's Executive Director, Michael Scalf Sr. The association reserves the right to make such changes, amendments, additions, or deletions to these conditions, and further regulations as the Association deems necessary.

**14. Force Majeure.** In the event that the operation of the SWPPA regional convention and trade show should be curtailed as a result of a strike, lock-out, labor controversy, fire, fuel or water shortage, act of God or the elements or other cause beyond the control of the SWPPA, shall be relieved from the obligation to provide services as set forth herein during the period that such disability continues, and there shall be no penalty assessed against SWPPA, it's Officers or it's Trustees.