



SOUTHWEST CAR WASH ASSOCIATION

Dedicated to the Advancement of the Car Wash Industry

SCWA Exhibitor Agreement

The Southwest Car Wash Association wants to assure that all exhibitors and attendees participating in the SCWA EXPO have a profitable and enjoyable experience. To assist in accomplishing this goal SCWA is partnering with our exhibitors to give everyone a productive and equal environment through the following standard provisions.

The Southwest Car Wash Association shall have sole control over admission to the SCWA EXPO and Convention areas. All persons visiting the SCWA EXPO and Convention areas will be admitted according to the registration guidelines of the SCWA Convention and Car Wash Expo. Admission to the EXPO floor during official show hours will be available to all registered attendees. All attendees to the EXPO must display an official name badge provided by SCWA. SCWA will make all reasonable attempts to attract quality attendees to the Convention and Car Wash EXPO, but does not guarantee specific volumes or levels of qualification. Traffic by a specific booth is a function of the particular exhibit and not a responsibility of SCWA.

Exhibitor Representative badges will be available ONLY to eligible exhibitor booth representatives. Exhibitor Booth Representatives are defined as employees/owners of the exhibiting company. This badge is not intended to be used by exhibiting company customers or other car wash owners/operators/managers. Customers may visit the EXPO by using one of the "free expo passes" distributed by exhibiting companies or may attend other convention events by registering through SCWA. Abuse of this policy may result in additional registration charges to your company.

Exhibitor (including distributors and/or affiliates) agrees to not conduct any educational, social, or other functions during the official daily hours of the SCWA Annual Convention & Car Wash EXPO, without the express written consent of SCWA. In order to coordinate the scheduling of special functions, any exhibitor/company (including distributors and/or affiliates) interested in planning an event during the convention should submit a written request to SCWA. All functions are subject to approval by the SCWA Convention Committee. **The official daily hours are defined as beginning at noon on Sunday and concluding at noon on the following Tuesday.**

Exhibitors may not assign, sublet or apportion all or any part of exhibitor's contracted booth space, nor may Exhibitor permit the display, promotion, sales or marketing of non-exhibitor products or services in its booth(s). Failure to adhere to these regulations may result in the exhibit being removed at exhibitor's expense. Exhibitor hereby waives any claim for refund of the exhibit space or other damages arising out of such termination and/or exhibit removal.

Many times SCWA uses representatives of exhibiting companies in the educational sessions of the convention. If you are interested in participating please contact the SCWA Headquarters to determine available sessions. In respect to all exhibiting companies, speakers agree they will not promote their company or specific products/services during presentations.

As a professional courtesy to attendees & other exhibitors, please do not tear down booths until after the show has been officially closed by announcement. Any exhibit dismantled or partially dismantled before the close of the show will be charged \$450. Early dismantling will also jeopardize your placement at future SCWA Conventions and EXPOs

Exhibiting companies may not display or advertise their products or services (outside their purchased exhibit space) in any exhibit area or elsewhere in the convention facility, or official Association hotels, when, in the judgment of SCWA, such products are competitive to the products of other exhibiting firms without prior arrangements and coordination with SCWA. Use of live animals is prohibited on the EXPO floor. Fire arms and all illegal substances are banned from the EXPO floor and the Convention facilities.

Exhibitor acknowledges that SCWA, facility and general contractor do not maintain insurance covering exhibitor's property and that it is the sole responsibility of exhibitor to maintain such insurance that will fully protect SCWA, facility and general contractor from any and all claims under the workers' compensation act; for personal injury, including death, which may arise in connection with the installation, operation or dismantling of Exhibitor's display; and business interruption and property damage insurance covering any and all such losses by exhibitor. Exhibitors are required to maintain insurance during the period from move in through move out. Certificates of Insurance are not required to be submitted to SCWA, but must be available for inspection upon request.

The Exhibitor, their agents, employees, contractors, or invitees agree to indemnify, protect, save and hold harmless SCWA and the facility, its agents, employees, or contractors from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising due to negligence during Exhibitor's participation in the EXPO over the installation, show or dismantling period. Damage to inadequately packed property is the Exhibitor's own responsibility, and SCWA will not be liable for any such damage.

The cost of repair or replacement due to damage to the facility housing the EXPO caused or done by the exhibitor shall be the responsibility of the Exhibitor causing such damage.

Security guard service is provided by SCWA on contract basis from move-in through move-out. Reasonable precautions are taken to protect property, but SCWA cannot and does not insure the safety of persons or the protection of Exhibitors' property. The furnishing of such security shall not be deemed to increase the liability of SCWA, its representatives and employees, the general contractor, convention center or city where the venue is located, their representatives and employees, or to modify in any way the assumption of risk and release provided for above. If insurance is desired, it must be placed by Exhibitor. It is recommended that exhibitors take precautionary measures of their own, such as the securing of small or easily portable articles of value and the removal of them to a place of safekeeping after exhibit hours. Under no circumstances shall SCWA be liable for lost profits, exemplary or consequential damages or punitive damages.

Children under the age of 16 are only allowed in the exhibit hall during published show hours. Children must be accompanied by an adult and will not be permitted on the exhibit floor during show set-up and dismantling.

No firm or organization not assigned space in the EXPO Hall will be permitted to solicit business within the EXPO or Convention areas. Exhibitors are requested to inform SCWA of their knowledge of any such solicitation activity.

Should Exhibitor need to cancel or reduce a space reservation, written notice of the cancellation/reduction is required. A cancellation causes substantial disruption in the assignment of booth space and the planning of the show, therefore a \$250 administrative fee will be deducted from the booth payment. In the event of a cancellation or reduction of space within 30 days of the EXPO, booth payment (minus a \$250 administrative fee) will be refunded only after 90% of booth space capacity has been achieved and resale of returned booth space has been completed.

In the event the SCWA Annual Convention and Car Wash EXPO is canceled or postponed, or SCWA is unable to perform for any reason whatsoever, including performance under this agreement, the sole and exclusive remedy of Exhibitor as a result of the nonoccurrence or postponement of the SCWA Annual Convention, including incremental and consequential damages, shall be a refund of monies paid on account of the exhibit space, less Exhibitor's pro-rata share of expenses relating to the SCWA Annual Convention, as determined by SCWA. SCWA reserves the right to cancel or postpone the SCWA Annual Convention for any of the following reasons: damage or destruction of the facility, acts of god, national or unforeseen Emergency, public enemy, war or insurrections, strikes or the possibility of strikes, the authority of law, for any cause beyond SCWA control or in circumstances which SCWA, in its sole discretion, determines that the SCWA Annual Convention cannot be held as planned or in a manner which will serve the best interests of SCWA, the attendees and/or exhibitors, or where the success of the SCWA Annual Convention will be adversely affected.

Failure to comply with any of the above will grant SCWA the right to remove the company from the EXPO without recourse for any reason, including but not limited to, loss of sales, damages or disparagement. Non-compliance with the rules may also effect the exhibitors future placement at SCWA EXPOs.

QUESTIONS?

Contact: SCWA Headquarters 1-800-440-0644 space@ecpi.com