

# Western Pool & Spa Show • March 15-17, 2018

Long Beach Convention Center • Long Beach, California

## CONTRACT AND APPLICATION FOR EXHIBIT SPACE

WEBSITE: [www.westernshow.com](http://www.westernshow.com)  
 email: [exhibitsales@westernshow.com](mailto:exhibitsales@westernshow.com)

Company Name: \_\_\_\_\_ Subsidiary of: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Web Address: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized by: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

To above address send: ( ) billing ( ) packet ( ) Send packet also to the following:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Name of person in charge of applicant's exhibit arrangements:

\_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Second Contact: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Are you being represented by a manufacturer's representative? If yes, Name(s):

\_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

1st Choice \_\_\_\_\_  2nd Choice \_\_\_\_\_

Total Square Feet Requested: \_\_\_\_\_ Total Booth Cost to be remitted: \$ \_\_\_\_\_

We agree to abide by the terms and conditions of this contract which are imprinted on the front and reverse side of this form, and we understand that acceptance of this application by Annual Western Pool & Spa Show constitutes a contract.

Amount Enclosed: \$ \_\_\_\_\_ Date: \_\_\_\_\_

Exhibitor Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

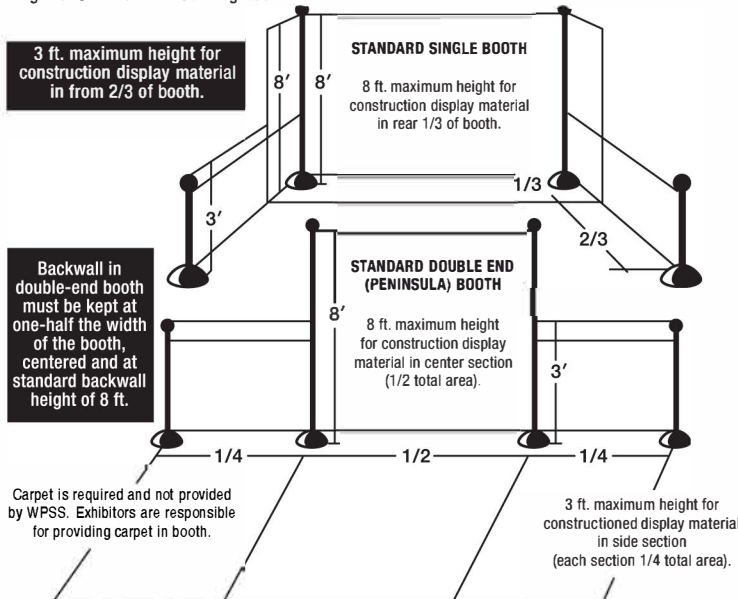
**MAIL TO: Western Pool & Spa Show • 7210 Jordan Ave. Ste. A5 Canoga Park, CA 91303 • 1-800-518-8077**  
**FAX TO: 877-217-4375 • Website: [www.westernshow.com](http://www.westernshow.com) • e-mail: [financialoffice@westernshow.com](mailto:financialoffice@westernshow.com)**

*Send payment with Contract*

### ARRANGEMENTS OF EXHIBITS Display Heights

#### STANDARD BOOTHS:

In the rear one-third of each booth, display material may be placed to a maximum height of 8 ft. from the building floor. In all other portions of the booth, display material may not be placed to exceed a height of 3 ft. from the building floor.



**Deposit/Payments:** A nonrefundable deposit of 30% is required when submitting this contract. Upon acceptance of contract by both parties a minimum payment equal to 35% of the remaining balance is due November 15, 2017. The final payment consisting of the remaining 35% is due no later than January 15, 2018. Contracts accepted after November 15, 2017 must have deposit and the first payment as stated above. After January 15, 2018 full payment for exhibit space must be submitted with the contract. Booths on hold after February 28, 2018 without full payment will be considered released and available. Exhibitors will not be allowed on the floor without full payment of booth space.

**Cancellation/Space Reduction:** This agreement may be canceled by written notice and payment to WPSS of liquidated damages.

**Cancellation/Liquidated Damages:** A minimum of \$350 cancellation fee will be assessed to all cancellations. Liquidated damages equal to 50% of the remaining booth costs will be due if a cancellation is made after November 15, 2017. Liquidation damages equal to 75% of the remaining booth cost will be due if a cancellation is made after February 10, 2018. Liquidated damages equal to 100% of the total booth cost is due if a cancellation is made after February 28, 2018

**Space Reduction:** Liquidated damages equal to 50% of the total booth cost of the booth space given up will be due if the space reduction is made after February 10, 2018

### DO NOT WRITE IN THIS SPACE. FOR WPSS USE ONLY.

Assigned booth: # \_\_\_\_\_ ACC # \_\_\_\_\_  
 Size: \_\_\_\_\_ Sq. Ft.: \_\_\_\_\_  
 Cost of booth: \$ \_\_\_\_\_  
 30% Deposit received: \$ \_\_\_\_\_  
 35% Payment due: \$ \_\_\_\_\_ Due date 11/15/2017  
 35% Balance due: \$ \_\_\_\_\_ Due date 1/15/2018  
 Accepted by WPSS \$ \_\_\_\_\_

Phone: 1-800-518-8077 Fax: 1-877-217-4375

#### CUBIC CONTENT BOOTHS:

Exhibitors in cubic content booths as designated on the floor plan are permitted to utilize the full floor-to-ceiling area of their space, provided plans are submitted in advance to Exposition Management for approval.



~ TERMS OF CONTRACT ~

1. Fees. As listed in table on reverse. Total booth cost as quoted includes published space rates plus any unpaid assessments, charges, invoices (or portion thereof) from any previous year, or any balance due on contract from any previous year. Failure to remit payment of booth space by the date specified in the contract constitutes cancellation of contract and the reserved space will be subject to resale without refund.

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2. Assignment. Assignments are made in accordance with WPSS policy which qualifies applicants on basis (1) total years of show participation, (2) show participation during immediate past year, (3) accumulative square footage. After first assignments, exhibitors will be assigned on space available basis. If none of the Exhibitor's booth choices are available, then WPSS will assign the Exhibitor's booth within the size and range the Exhibitor has indicated on the reverse, and you will be contacted.

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3. Booth Requirements.

A. STANDARD BOOTH. (Linear Space) – Display material may not exceed 3' height in from two-thirds of the booth, nor 8' height in the rear on third of the booth. Products shown as in normal use are excepted.

B. ISLAND BOOTH. (Cubic Content Booth) – The above display height restrictions do not apply to island spaces which may be designated as "cubic content" booths and indicated by the symbol (\*) adjacent to the booth number on the floor plan. Perimeter back walls and/or walls or drapes are not permitted in island spaces. See-through, walk-through displays are recommended in accordance with this regulation. Exhibitors in Island Booths may be permitted to utilize the full height of the space – floor to ceiling – in the center of the booth, in the design of their display provided plan, visual concept, and major elevation, each to scale, are submitted to and approved by Show Management in advance.

C. SPLIT ISLAND BOOTH. (Cubic Content Booth) – The backwall in a Split Island Booth may be the full width of the booth not to exceed the regular backwall height of 8'. Certain split island spaces may be designated as "cubic content" by the placement of the symbol (\*) adjacent to the booth number on the floor. Backwall as before described may be split island spaces. Walk-through, see-through displays are recommended in accordance with this regulation. Exhibitors in Split Island Cubic Content Booths may be permitted to utilize the full height of the space – floor to ceiling – in the center of the booth, in the in the design of their display provided plan, visual concept, and major elevation, each to scale, are submitted to and approved by Show Management in advance.

D. PENINSULA BOOTH. (Double-End Booth) – The backwall in a double-end booth must be kept at one-half the width of the booth, centered and at the regular backwall height of 8'. Certain peninsula spaces may be designated as "cubic content" by the placement of the symbol (\*) adjacent to the booth number on the floor plan. Limited backwall as described above may be used in Cubic Content Peninsula Booths. This backwall, whether drape or constructed display material, must be limited to one-half the width of the booth, centered, and at the regular backwall height of 8'. From the edges of the backwall to the aisle on both sides, display material may not exceed a height of 3'. Exhibitors in Cubic Content Peninsula Booths may be permitted to utilize the full height of the space – floor to ceiling – in the center of the booth, in the design of their display provided plan, visual concept, and major elevation, each to scale, are submitted to and approved by Show Management in advance.

4. Rules and Laws. Exhibitor agrees to become familiar with all rules and regulations promulgated by Convention Center (the "rules") governing the use of the facilities and all statutes, ordinances, local codes and regulations applicable to the use and occupancy of the facilities, including, without limitation, federal, state and city fire laws applicable to the facilities. All decorations must be flameproof and wiring must comply with fire department and underwriter rules. Aisles and fire exits may not be obstructed. Decorations of paper, leaves or tree branches are prohibited. No explosives, gasoline, kerosene, acetylene or other fuel or combustibles may be brought into the building. Exhibitor agrees to indemnify and hold harmless WPSS and Convention Center from and against all claims, demands and liabilities arising out of or caused by Exhibitor's failure to comply with applicable rules and laws.

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5. Damage To Facilities. Exhibitor shall not apply paint, lacquer, adhesive or any other coating to walls, floors and standard booth equipment. Exhibitor hereby assumes responsibility for any damage to the facilities caused by fastening displays or fixtures to floors, walls or standard booth equipment and any other damage to facilities due to act or omissions of Exhibitors, its employees, agents and business visitors.

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6. Manual. An Exhibitor packet will be furnished by WPSS to Exhibitor before the exposition. The packet will contain a copy of the rules and will include the prices for electrical and other service installations, rental of furniture, draperies, etc. and special construction services available at the Convention Center. All exhibitor displays must comply with the rules governing Exhibitor displays set forth in the Exhibitor Contract and packet. Requirements contained in the packet shall be considered a part of this agreement.

7. Display. Exhibitor shall not sublet, assign or apportion the whole or any part of its space without prior approval by WPSS. WPSS has the right to move or dismantle any booth for the betterment of the whole exposition.

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8. Entertainment and Activities. Exhibitors shall not schedule any entertainment during exhibition hours or when educational seminars or official social events are being conducted. Exhibitor entertainment shall be limited to personally invited guest. No "blanket" invitation shall be extended. The official program of the exhibition will not include any Exhibitor sponsored social events unless authorized by the WPSS.

Any type of Exhibitor entertainment which is not in keeping with the high standards or decorum of the industry or which might result in criticism of WPSS or its members is prohibited. Exhibitor's requests for hospitality suites, hospitality events or the product drawings, lotteries, attendance or product surveys or other activities must be approved by WPSS.

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9. Prohibited Sales Activities. Neither Exhibitor nor its employees, representatives or agents may use any portion of the aisles, entrance or common areas of the Convention Center for the conduct or solicitation of business, promotion of products and services, or distribution of literature, materials or souvenirs. Only literature published or approved by WPSS may be distributed at the registration desk, in the registration area, meeting rooms, other areas inside or outside of the Convention Center (except Exhibitor's booth) or in transportation contracted for by WPSS. Exhibitors shall not post or display prices but may provide price lists or catalogues to individual visitors upon request.

10. Sound. Exhibitor shall not use method for the projection or amplification of sound audible beyond Exhibitor's booth. WPSS reserves the right to discontinue amplification or close any booth for failure to observe this requirement. If Exhibitor utilizes any live or recorded music or other copyrighted material in the Convention Center, Exhibitor shall obtain all requisite licenses and shall indemnify and hold harmless WPSS from and against all claims, demands and liabilities arising out of or caused by Exhibitor's failure to comply with applicable rules and laws.

11. Booth Personnel. Exhibitor shall limit its booth personnel to (1) its employees, (2) manufacturers, representatives or distributors, and (3) professional or technical consultants such as educational personnel and technical representatives from raw materials manufacturing firms. Individual determined by WPSS to be registered improperly as booth personnel who do not meet the above criteria will be required to register as attendees.

12. Services. Either WPSS or the Convention Center will provide common area, janitor service and watchmen to protect facilities against fire or other catastrophes. Neither WPSS nor the Convention Center assumes any responsibility for Exhibitor's personal property or for cleaning and maintenance of Exhibitor's booth.

13. Force Majeure. WPSS shall not be liable for failure to deliver space to Exhibitor or for the loss of allotted space if nondelivery or loss of such space is due to any of the following causes: destruction of or damage to all or any of the exhibit area by fire or Act of God; strikes; the authority of law; or any other cause beyond WPSS control. In the event the exhibition is cancelled or interrupted for any of the above causes, WPSS will reimburse Exhibitor for any fees for the unexpired portion of the exhibit, less all expenses incurred by WPSS with respect to the exhibition.

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14. Indemnification. Exhibitor assumes sole responsibility for, and hereby agrees to protect, indemnify, defend and hold harmless WPSS, the Convention Center, their employees and agents against all claims, demands and liabilities with respect to loss or injury or damage to persons or property, all governmental charges or fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the Convention Center premises and facilities. This indemnification is not limited by the terms of any insurance policy and shall survive the expiration of the time period granted by the license to exhibit.

15. Insurance. During the period for move-in, exhibiting, and move-out, Exhibitor agrees to provide and maintain insurance in ties name as follows: A. Commercial General Liability Insurance, including Contractual and Product/Completed Operations Liability Insurance, in form satisfactory to WPSS and insured by an insurance company rated no less than B+ by Best's with combined single limits (personal injury and property damage) of not less than \$1 million each occurrence and aggregate. WPSS, the convention Center (by whatever name designated), their officer, agents and employees shall be named as additional insured in each such policy. This insurance shall be primary, and not conflict with any other insurance that may be available to the additional insured, and provisions of "Other Insurance" clause of Exhibitor's policy shall be so amended.

B. Business Automobile Liability Insurance including hired and non-owned vehicles, with combined single limits (bodily injury and property damage) or not less than \$1 million each occurrence.

C. Workers Compensation Insurance, with All State's endorsement.

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16. Proof of Insurance. Exhibitors shall deliver to WPSS evidence of insurance as described in Paragraph 17 at the time of final payment or 30 days prior to the date of move-in, whichever is later. Such evidence shall be in the form of a certificate attesting such insurance is in force and effect during the entire time of the exhibit and move-out, and will not be cancelled or materially changed without providing written notice to WPSS.

17. No Waiver. Failure of the Convention Center to enforce any rule or to enforce any provisions of this agreement against Exhibitor or any other Exhibitor, shall not relieve Exhibitor of its obligation to oversee and comply with the rules and all provisions of this agreement.

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18. Remedies. In the event the Exhibitor violates any provision hereof or of the rules, WPSS reserves an absolute and unconditional right (which is in addition to any other rights or remedies granted by law) to close Exhibitor's exhibit and to order Exhibitor to remove its property and personnel from the Convention Center. No refund of any payments made shall be made in such cases. Exhibitor expressly agrees to pay any fines levied against Exhibitor for non-observance or the rules or violation of any provision of this agreement.

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