

WMA 2015 Annual Convention & Tradeshow

Exhibit Contract Terms, Conditions, Rules & Regulations

PURPOSE

The WMA Annual Convention and Tradeshow provides a networking forum to link millwork industry professionals, to educate and exchange information, and satisfy business needs with the finest products and services.

DESCRIPTIONS

- 1) "Exhibitor" refers to the company, entity or individual that applied for exhibit space and each of its officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable.
- 2) "Event" or "Show" refers to the 2015 WMA Annual Convention and Tradeshow.
- 3) "Facility" refers to the Cobb Galleria Convention Centre, Atlanta, Georgia.
- 4) "Show Management" or "WMA" refers to WORLD MILLWORK ALLIANCE, AKA Association of Millwork Distributors.

CONTRACT

The Exhibitor agrees to abide by these Terms, Conditions, Rules and Regulations and all amendments thereto and those decisions of Show Management. The Application for Exhibit Space becomes a binding contract between WMA and Exhibitor upon WMA's issuance of a confirmation to Exhibitor and receipt of full payment. The authorized individual, who accepts the terms of the Agreement on behalf of the Exhibitor, warrants that he or she is authorized to enter into contracts that are binding the Exhibitor.

EXHIBIT RULES AND REGULATIONS

A. EXHIBIT PRIVILEGE AND SHOW WORTHINESS

1. Exhibit privilege is open to manufacturer or supplier firms who are currently selling products or providing a service(s) to the millwork industry or related to the industry.
2. Unethical conduct or infraction of the Rules by an exhibitor or its representative will subject the exhibitor and/or its representative to removal from the exhibit hall, in which it is agreed there will be no refund from WMA.
3. Show Management has the right to refuse to permit an Exhibitor which, in its sole opinion, violates the Rules and Regulations to participate in one or more future WMA Shows by reason thereof.
4. Official exhibits booths will be located in the Cobb Galleria Convention Centre. The display of products outside of the exhibitor's contracted booth space is prohibited. This includes but is not limited to empty booths, meeting rooms, company suite(s), or elsewhere.
5. The exhibitor agrees that in order to stimulate and promote maximum attendance and participation of attendees during exhibit hall hours, the exhibitor will not show product outside the exhibit hall, or schedule, plan, convene, conduct, and participate in any meeting, presentation, tours, or social event outside the exhibit hall during the official exhibit hall hours. An exhibitor, who does not abide by the Rules & Regulations, will be asked to forfeit their booth at the exhibiting company's expense.
6. It is prohibited for any person to purposefully intercept customers as they approach and exit a competitor's booth; invite customers to leave the exhibit hall floor for any purpose during official exhibit hall hours, and distribute marketing materials while in the exhibit hall. WMA's *Suitcasing Policy* is available on the WMA website. Any person found to be in violation of this policy will be escorted from the convention exhibit hall floor. A company not exhibiting at the Show, but holding an exhibit demonstration or display in a hotel suite, meeting room or venue other than the Show ("suitcasing"), will lose seniority points, and will affect space selection at future Expositions. If an Exhibitor cancels its official Show space and "suitcases" in any other venue during the Show dates, then the Exhibitor will lose all of its seniority points for future Shows.
7. Show Management has absolute discretion to exercise these rights.

B. REGISTRATION BADGES AND EXHIBIT HALL ADMITTANCE

1. All exhibitors must register for the WMA Annual Convention & Tradeshow. A registration badge is required for entry in the exhibit hall, all convention events and activities. Attendees must wear their badge at all times.
2. Exhibiting company employees working the booth during show hours should be direct employees of the exhibiting company and **must register as an attendee to obtain a badge**. Exhibitors **set up passes** are only valid for exhibit setup and dismantling during scheduled hours.
3. No exhibitor shall register a non-employee or a Manufacturer Representative under their company. **Manufacturer Representatives must qualify and register under their own company name even if they work a manufacturer's booth.**

4. A member manufacturer company who owns multiple company locations; whereby these locations are not an association member, must register as non-member attendees until which time these additional company locations have obtained association membership for each company.
5. **BADGE SWITCHING:** It is not permitted to loan or trade badges with anyone. The result would be expulsion from the event.
6. **GUEST PASSES:** WMA does not provide free guest passes to exhibitors for distribution. The WMA Convention & Tradeshow is open to all industry professionals; however, an Exhibitor should check with WMA whether any show dates are restricted to AMD members only. Exhibitors may invite non-members to the convention; however, they must register with WMA.

C. BOOTH SPECIFICATIONS

1. A typical booth is 10'x10' (100 sq. ft.). AMD will provide side and back draperies and aisle carpeting. **Exhibitors must order carpet for their booths space as designated by show management. Exhibitors are responsible for booth carpeting and any other exhibiting needs.** An exhibitor may select any number of 10' x 10' booths in a row for their booth (example: 10'x20'; 10'x30'; 10'x40'; etc.). AMD will make every effort to accommodate almost any size booth requested.
2. **ISLANDS:** WMA will offer a wide variety of different booth sizes. Please refer to the exhibit hall floor plan layout when selecting booth choices. Islands vary in size starting at 20'x20' (400 sq. ft.). A company must purchase the entire island in order to select the location.
3. Exhibitors may choose to share exhibit space with another member exhibitor. **Each exhibiting company is required to submit a separate contract.** Related companies and company divisions are not permitted to exhibit unless a member of WMA. If member companies wish to share exhibit space, an island exhibit booth must be obtained in accordance with the following guidelines:
 - Two exhibiting companies: island exhibit, 20 x 20 or larger
 - Three exhibiting companies: island exhibit, 20 x 30 or larger
4. **END-CAP BOOTH:** An End-Cap Booth is exposed to aisles on three sides and composed of two booths. **WMA does not allow End-Cap booths.** If booth space selections on a contract reflect End-Cap Booths, AMD will designate appropriate booth space.

D. ASSIGNMENT OF BOOTH SPACE

1. Exhibit space assignment rules are as follows: There is no guarantee that Exhibitor will be assigned the exhibit space location(s) requested on the Contract. Every effort is made to accommodate exhibitor requests for space and position on the floor. The seniority rule will prevail in the assignment of space.
2. Payment in full is required with the signed Contract **before** booth space will be assigned. WMA will not hold any booth space without full payment. Exhibitor should allow for 7-10 business days if submitting check payment for booth assignment. Applications must be received with payment for AMD to honor the current booth rate being offered.
3. When an Exhibitor does not want booth space assigned near competitors as stated on the Contract, Show Management will make every effort to fulfill the booth selection choice(s) and to place an exhibitor at a reasonable distance from its competitors; however, booth selection options may be compromised. WMA Show Management has the right to assign a booth location other than what has been requested.
4. When considering booth selection options, it is recommended an exhibitor with 1-15 years of seniority designate more than one preference for exhibit booth space. Remember there are exhibitors with 30 and 40 plus consecutive years exhibiting.
5. Exhibit booth space will be assigned in June, 2015. WMA reserves booth space for applicants on a seniority basis of *consecutive years* exhibiting with WMA. To take advantage of seniority for booth placement, booth contracts and payment must be received by **May 31, 2015.** Contracts received after May 31, 2015 will be filled on a space available basis.
6. Exhibitor shall not assign, sublet, or apportion the whole or any part of the space allotted to it and not display any other products distributed by another exhibitor or allow any other person or party to do so.
7. Show Management has the right to change the floor plan (including, but not limited to aisle spaces) and/or move an assigned exhibit booth space without notice, in order to comply with fire, safety and accessibility regulations or to provide, in its exclusive judgment, a safer, more suitable, appealing and successful Show.

E. BOOTH SET UP SCHEDULE

- Booths shall be available for occupancy to set up by the Exhibitor at 8:00 a.m. on Saturday, October 31st and Sunday, November 1, 2015. Booths must be completed and ready for show by 8:00 p.m., Sunday, November 1, 2015. Exhibitors will **not be allowed** into the hall on Monday, November 2, 2015 until 30 minutes prior to the Exhibit Hall Grand Opening to prepare for attendees; **this time is not for completion of booth set up**. The exhibit hall is occupied by the Facility employees for clean-up and other hall preparation the morning of November 2nd.
- Any exhibitor gaining access or inside the exhibit hall setting up their booth during unscheduled set up hours will be subject to forfeit their booth at the exhibiting company’s expense. The dates and times listed below are tentative. Check the WMA website for confirmation of setup and exhibit hall hours.* Please check the website for the complete event program and any changes.

DAY	EVENT	HOURS*
Saturday 10/31	Exhibitor Set-Up	8:00 am – 6:00 pm
Sunday 11/01	Exhibitor Set Up	8:00 am - 6:00 pm
<i>Day change this year</i>	Education Sessions	9:00 am - 4:00 pm
	IceBreaker Welcome Reception	5:30 pm – 6:30 pm
Monday 11/02	WMA Business Roundtables	10:00 am – 11:30 am
	WMA Opening Session	1:00 pm - 2:15 pm
	Exhibit Hall Hours	2:30 pm - 5:30 pm
Tuesday 11/03	Exhibit Hall Hours	11:00 am - 3:30 pm
	Exhibit Teardown	3:30 pm - 8:00 pm
<i>Check the program</i>	<i>Social/Networking Event</i>	6:00 pm - 9:00 pm
Wednesday 11/04	Exhibit Tear Down	7:00 am - 12:00 noon

- The exhibit hall will only be open during official exhibit hours. When the announcement is made that the hall is closing at the day’s end, exhibitors will have 15 minutes to secure their booths and exit the exhibit hall. At this time, security will patrol the hall to escort anyone in the hall to the exit.
- Exhibits must remain open during official exhibit hall hours. **Dismantling, tear down or packing may not begin until after the tradeshow officially closes on the last exhibit day.**

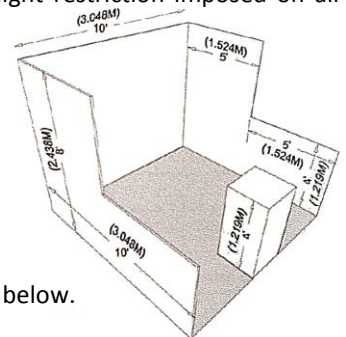
F. BOOTH SET UP GUIDELINES

- All booths will be checked for compliance with the following guidelines and must be in compliance prior to the exhibit hall grand opening. Show Management decisions are final. Product display height restrictions (including signage):

a. LINEAR BOOTHS: 8’ MAX. DISPLAY HEIGHT

Regardless of the number of Linear Booths utilized, (e.g. 10’x20’, 10’x30’, 10’x40’, etc.) display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of eight feet (8’) is allowed only in the rear half of the booth space, with a four-foot (4’) height restriction imposed on all materials in the remaining space forward to the aisle (See Figure 1). When three or more Linear Booths are used in combination as a single exhibit space, the four foot (4’) height limitation is applied only to that portion of exhibit space which is within ten feet (10’) of an adjoining booth.

Figure 1 - Product display height restriction (including signage)



b. PERIMETER BOOTHS: 12’ MAX. DISPLAY HEIGHT

All guidelines for Linear Booths apply to Perimeter Booths except that the maximum back wall height is twelve feet (12’).

- ISLAND BOOTHS:** Hanging signs and graphics are permitted in Island Booths only, to a maximum height of twenty feet (20’), whether suspended from above or supported from below.
- Pipe and drape is used to define exhibits and is not intended as a display fixture. Therefore product and signs should not be attached or affixed.
- Canopies, including ceilings, umbrellas and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or for hanging products). The base of the Canopy should not be lower than seven

feet (7') from the floor within five feet (5') of any aisle. Canopy supports should be no wider than three inches (3"). This applies to any booth configuration that has a sightline restriction; such as, a Linear Booth.

5. A Tower is a freestanding exhibit component separate from the main exhibit fixture. The height restriction is the same as that which applies to the appropriate exhibit configuration being used. Towers in excess of eight feet (8') should have drawings available for inspection.
6. A multi-story exhibit is a booth where the display fixtures exceed twelve feet (12'), including Double-decker and Triple-decker Booths. In many cities, a multi-story exhibit requires prior approval by the exhibit facility and/or relevant local government agency because it is deemed to be a "structure" for building purposes. The city building department generally needs to issue a building permit based on an application and drawings prepared and submitted by a licensed architect or engineer. Exhibitors should obtain local building regulations early on to ensure that all time constraints are met.
7. All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers or installation/dismantling equipment such as forklifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Refer to local building codes that regulate temporary structures. Exhibitors should ensure that any display fixtures such as tables, racks or shelves are designed and installed properly to support the product or marketing materials to be displayed upon them.
8. The Facility prohibits materials, signs, products or other items to be affixed or attached to convention center walls/wall panels, columns, doors, or floors; this includes, but is not limited to adhesive backed decals, tape, stickers, pushpins and staples. Products such as doors, windows, or otherwise are not to be leaned against convention center walls/ wall panels including but not limited to exhibit booths, tables and chairs. Should damage occur due to non-compliance, damage fees will be at the expense of the Exhibitor.
9. All materials used in display construction or decorating should be made of fire retardant materials and be certified as flame retardant. Samples should also be available for testing. Materials that cannot be treated to meet the requirements should not be used. A flame proofing certificate should be available for inspection. Exhibitors should dispose of any waste products they generate during the exhibition in accordance with guidelines established by the Environmental Protection Agency and the Facility.
10. Electrical service is not included in exhibit space. The Facility is the exclusive provider for all electrical. Please refer to the Facility order form.
11. Exhibitors should adhere to the following suggested minimum guidelines when determining booth lighting and consult with a professional:
 - No lighting, fixtures, lighting trusses or overhead lighting are allowed outside the boundaries of the exhibit space.
 - Exhibitors intending to use hanging light systems should submit drawings to the Facility management for approval.
 - Lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibit booths or show aisles.
 - Lighting which is potentially harmful, such as lasers or ultraviolet lighting, should comply with facility rules and be approved in writing by the Facility.
 - Lighting that spins, rotates, pulsates and other specialized lighting effects should be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the event.
12. Exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Exhibitors should remember that using sound equipment is a privilege and not a right. WMA Show Management reserves the right to determine at what point sound constitutes interference with others and must be discontinued by adhering to the following: Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle and may not obstruct aisle view or that of neighboring exhibitors. There will be one warning issued about objectionable sound levels. Any further objectionable sound levels will result in the exhibitor being required to discontinue the activities responsible for the sound levels.
13. Fire regulations in most exhibit facilities prohibit storing product, literature, empty packing containers or packing materials behind back drapes or under draped tables. In most cases, however, exhibitors may store a limited supply of literature or product appropriately within the booth area, so long as these items do not impede access to utility services, create a safety problem or look unsightly.
14. Filming, videography, and photography in the exhibit hall are strictly prohibited unless prior written consent has been obtained from WMA.
15. Exhibitor is prohibited from selling, serving or dispensing of any food or beverage products. Food and beverage is not permitted onto the premises of the Facility from any other provider. Any food or beverage provided in the exhibit booth must be supplied and prepared by Facility.

16. Balloons, glitter, and confetti are prohibited in the Facility.
17. Smoking is not permitted inside the Facility or within 25 feet of any entrance. Smoking is restricted to designated (outside of the facility) smoking areas only.
18. Exhibits must remain open during official exhibit hall hours. Actual occupancy of the Exhibitor's exhibit space by the Exhibitor is required. All exhibits/displays must remain staffed and fully intact until 3:30 p.m., Tuesday, November 3, 2015. Premature dismantling will result in the loss of seniority points.
19. Exhibitor understands that WMA provides limited security in the exhibit hall. Exhibitors are encouraged not to bring, or leave, valuables into the exhibit hall. WMA assumes no responsibility for lost or damaged items including: equipment, product, valuables or any other items. Lost or damaged items may be reported to WMA staff or to hall security.
20. Exhibitor or its representative has an outstanding balance of any type payable to Show Management, it will not be permitted to install or set up its exhibit. No exhibits may leave the Show at any time after installation until the final closing of the Show unless special written permission is obtained in advance from Show Management.
21. Exhibitor Service Manual: Prior to the Event, Show Service Contractor & Decorator will provide access to an online Exhibitor Service Manual to the "Primary Contact" listed on the Exhibit Contract. The Exhibitor Service Manual will include information integral to participation at the Show, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules. All rules and regulations stated in the Exhibitor Service Manual are hereby incorporated into this Contract by reference.

G. EXHIBITOR "MILESTONE" RECOGNITION

The Association will recognize long time exhibiting members on their exhibiting Anniversary of the 20th, 40th and 50th year. Notice will be provided when and where the company will be acknowledged during the convention.

H. MUSICAL ENTERTAINMENT

Booth entertainment and music protected by copyright must secure and produce proper licensing agreements to the Facility. All live musical performances and all uses of recorded music must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and any other agency responsible for licensing such music. Recorded music includes, but is not limited to, records, tapes, compact disks, videotapes, MP3s or computer presentations with either featured or background music.

I. EXHIBITOR APPOINTED CONTRACTOR (EAC)

An Exhibitor Appointed Contractor (EAC) is any contractor other than the Official Contractor providing a service to an Exhibitor's exhibit space; including (but not limited to), Models, Florists, etc. as well as Installation/Dismantling Labor. Approval of an EAC will be considered only in cases where Show Management receives a written request from the Exhibitor no later than August 12, 2015. To be eligible for consideration as an approved EAC, Exhibitor must attach all of the following to its request:

1. An original, valid certificate of insurance for itself and/or its EAC in limits satisfactory to Show Management;
2. A description of the work to be done and the personnel to be used;
3. Evidence of any and all business permits, licenses, insurance, and/or fees that may be required by the applicable state, county or local authorities with respect to the work performed.

EAC approval will be considered only if it will not interfere **with or prejudice the orderly set up, interim services, or dismantling of the Show**. An exception will not be granted if it is inconsistent with the commitments made by Show Management in any contract with Official Contractors, or in its agreement with the Facility. For services such as electrical, plumbing, telephone, custom cleaning, and drayage (including all movement of material and equipment), no exception will be made, and the Official Contractor must be used. To make it possible to set up the Show in the limited time available and to avoid confusion and congestion, the official drayage contractor must control all inbound and outbound traffic in loading and unloading areas, in the aisles, or in any other freight traffic patterns. Exhibitors requesting approval to use an EAC must fill out an **EAC Request Form** located on the WMA website. Reference the Show Service Contractor & Decorator in the Rules and Regulations for additional requirements.

J. COMPLIANCE WITH LAWS AND REGULATIONS/FIRE INSPECTION

Exhibitor is responsible for being knowledgeable of and in compliance with all applicable federal, state and local laws and regulations and all rules and regulations of the Facility while participating in the Show and any activities in connection therewith, including, but not limited to, privacy and confidentiality requirements. Show Management has no responsibility for Exhibitor's compliance with applicable laws, rules and regulations; compliance is mandatory and is the sole responsibility of the Exhibitor.

Exhibitor and all of its service contractors and any other parties exhibiting or working in the Facility must comply with all applicable federal, state and municipal building and fire codes, and all exhibits must pass Fire Department inspection

before the opening date. Any questions regarding specific situations should be referred to the Facility's Event Services Department sufficiently in advance of the opening of the Show to enable that Department to address any problems prior to the opening.

K. WITHDRAWAL, CANCELLATION, REDUCTION, REFUNDS

A non-refundable cancellation fee equal to 25% of the total cost of the exhibit space will be assessed for withdrawal, reduction or cancellation of booth space prior to April 24, 2015. Refunds will be processed at the conclusion of the show. If Exhibitor withdraws, reduces or cancels after April 24, 2015, there will be no refunds. No exceptions. These amounts are agreed to be liquidated damages to compensate or the harm WMA will suffer due to Exhibitor's withdrawal, reduction/cancellation and are not a penalty. Any withdrawal, reduction or cancellation made after April 24, 2015, shall be considered a default on the Exhibitor's part, and Exhibitor shall remain liable for and shall pay to Show Management, the total cost of the Exhibit Space. All changes must be received in writing to WMA including withdrawal, reduction or cancellation of booth space.

Exhibit booth cancellation prior to April 24, 2015, the following seniority rules apply: One year not exhibiting - 25% loss in seniority; two consecutive years not exhibiting - 50% loss in seniority; three consecutive years not exhibiting - 100% loss in seniority; exhibit booth cancellation after April 24, 2015, no refunds; however, full seniority is retained.

L. ASSUMPTION OF RISKS AND RELEASE

Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the Show, including, without limitation, all risks of theft, loss, harm, damage, or injury to the person (including death), property, business, or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Show Management nor the Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Show Management nor the Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to take legal action on any of them with respect to, any and all risks, losses, damages, and liabilities described in this paragraph.

M. RELEASE AND INDEMNIFY

The exhibitor, for itself, its successors and assigns, hereby release WMA from any and all claims of every sort it may have against WMA based upon, arising out of, or in connection with exhibitor's occupancy and use of the trade show premises, or any action or inaction of nature of WMA in connection with or related to the trade show, including, but not limited to loss, theft, damage, destruction, or delay or non-delivery of goods, display material and other effect; any injury to exhibitor, its employees, agents, representative or guests while on the trade show premises; any damage to exhibitor's business by reason of failure to provide space for the exhibit or removal of exhibit; and failure to hold the trade show as scheduled.

Exhibitor agrees to indemnify and hold forever harmless WMA from all damage, loss, liability, claim, or expense (including legal fees) based upon, arising out of or in connection with (1) the violation of any law or ordinance by the exhibitor, its employees, agents, representatives, guest, or other holding under the exhibitor; (2) failure by exhibitor or any such persons to comply with all applicable terms and conditions contained in these rules, or in the agreement between the meeting facility and WMA regarding the trade show; and (3) exhibitor's occupancy and use of the trade show premises or apart thereof.

N. LIMITATION OF LIABILITY

Under no circumstances shall Show Management or the Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Show Management's maximum liability under any circumstances exceed the amount actually paid to Exposition Management by Exhibitor for exhibit space pursuant to this Contract. Exposition Management arranties, expressor implied, regarding the number of attendees to the Exposition, or regarding any other matter.

O. INSURANCE

Exhibitor shall, at its own expense, secure and maintain through the term of this Contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. 1) Workers' Compensation and employer's liability insurance in compliance with the requirements of the state where the Exposition is held; 2) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); 3) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds WMA, its directors, officers, members, employees and agents. If requested, copies of additional insured endorsements, primary coverage

endorsements and complete copies of policies, satisfactory to Show Management, shall be furnished to Show Management sixty (60) days before the first day of the Event. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without thirty (30) days' notice to Show Management.

P. FORCE MAJEURE

In the event of cancellation of the WMA Annual Convention & Tradeshow due to fire, strikes, picketing, embargo, injunction, act of war, act of God, governmental regulations, emergencies, any act beyond the control of WMA, or any causes which would prevent its scheduled opening or continuous operation, WMA reserves the right to terminate the WMA Annual Convention & Tradeshow in its entirety and WMA Management shall determine an equitable basis for any refund of such portion of the exhibit fee as is possible, after due consideration of expenditures and commitments already made. Should WMA relocate the event no refund will be issued.

Q. AMENDMENTS/ADDITIONAL RULES AND REGULATIONS

Any and all matters pertaining to the Show that are not specifically addressed in this Contract shall be subject to determination by Show Management in its sole discretion. Show Management shall have full power in the interpretation and enforcement of all matters contained herein, and the power to make, from time to time, such reasonable amendments thereto and such further rules and regulations as it shall consider necessary or desirable for the proper conduct of the Show. Any such additional rules and regulations are an integral part of this Contract and are hereby incorporated into this Contract by reference. Exhibitor shall adhere to additional rules and regulations upon notification. This Contract, including any additional rules and regulations made by Show Management, states the entire agreement of the parties with respect to its subject matter.

R. AMERICANS DISABILITIES ACT (ADA)

All exhibiting companies are required to be in compliance with the Americans with Disabilities Act (ADA), its regulations and guidelines and without limiting the foregoing agrees to construct and operate its exhibit in compliance with the ADA.

S. GOVERNING LAW AND FORUM

Each applicant for exhibit space and exhibitor agrees that any legal application of or interpretation of these Exhibit Hall Rules shall be governed by the law of the State of Florida without consideration or application of that State's conflict of law provisions and that the sole jurisdiction and venue for any such proceeding shall be the appropriate United States Federal District Court sitting in Tallahassee, Florida or State Court sitting in Tampa, Florida to which jurisdiction and venue each applicant and exhibitor hereby agrees to submit.

T. EXHIBITOR LISTINGS/PHOTOGRAPHS

By participating in the Show, Exhibitor grants to Show Management a perpetual, fully-paid, non-exclusive license to use, reproduce, and display its name, trade name(s), and the name(s) of its product(s) and service(s) in any directory or other listing of Show exhibitors in any and all media, including, without limitation, print and electronic media. In no event shall Show Management be liable for any errors or for the omission of Exhibitor from any directory or other listing. Exhibitor agrees that Show Management may photograph or video record Exhibitor's exhibit and workers, before and during the Show and may use the same for promotional purposes. Exhibitor warrants that it owns all intellectual property, that it will use at the Show or that it otherwise has the legal right to use the intellectual property, pursuant to a valid license agreement.

U. WAIVER/SEVERABILITY/TERMS OF FACILITY CONTRACT

1. Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Contract. The rights of Show Management shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Show Management.
2. In the event any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Contract.
3. Notwithstanding anything to the contrary stated herein, Exhibitor agrees that this Contract is subject to the terms of the agreement between WMA and the Facility, and to the terms of any and all agreements between Show Management and any other party relating to the Show. Exhibitor shall not undertake any act or fail to fulfill any obligation which shall be in violation of said agreement.

V. SHOW SERVICE CONTRACTOR & DECORATOR

All requests for services, furniture and carpeting, additional draping, electrical, decorations, additional signs, etc. are to be handled at the exhibitor's expense directly with **FREEMAN 404-253-6494**. FREEMAN will send via email, a link to order exhibitor services at the end of July. Please be sure to provide a contact name and email address on the exhibit hall contract to receive this information. WMA reserves the right to change its Service Contractor & Decorator. **WMA is not responsible, nor liable, for contracts between exhibitors and service contractors.**

BOOTH SIGN

Each exhibitor shall receive without additional charge a two-line 7" x 44" identification sign, carrying booth number, name, city and state. Please complete and return the proper form from the online Exhibitor Services provided by FREEMAN.

BOOTH LABOR

FREEMAN, as the show contractor, has jurisdiction for the erection, touch-up, dismantling, and repair of all exhibits when this work is done by persons other than your full-time company personnel. This work is to include wall coverings, floor coverings, pipe and drape, painting, placement of all signs and the erection of platforms used for exhibit purposes. (The exhibiting company may erect & dismantle your own booth if it is done by your own company personnel).

Jurisdiction does not cover the placement of your products on display, the opening of cartons containing your products, nor the performance, testing, maintenance or repair of your products.

If full-time company personnel are utilized to set an exhibit, they should carry company identification, such as a medical identification card or a payroll stub. This rule prohibits the utilization of workers hired from a non-licensed and an uninsured company. Prior proof and approval will be required.

EXHIBITOR APPOINTED CONTRACTOR (EAC)

Exhibitors who plan to have an exhibit service firm Exhibitor Appointed Contractor (EAC) (other than their own personnel or FREEMAN) unpack, erect, assemble, dismantle and pack displays\equipment must abide by the following rules:

1. Notify WMA (reference Section I) and FREEMAN in writing at least 30 days prior to the Show with name of the service firm, address, phone number and name of supervisor in attendance.
2. Provide WMA and FREEMAN with a copy of the service firm's certificate of insurance with required terms and coverage as stated in Section I, no later than 30 days prior to show.
3. Upon arrival at the exhibit hall, service companies must check in with FREEMAN before starting work on the exhibit floor.

CLEANING

All cleaning of exhibit booths is the jurisdiction of the Facility.

SHIPPING INFORMATION

WMA's official material handling firm is FREEMAN. **Advance shipments should be PREPAID** and addressed:

ATLANTA FREEMAN WAREHOUSE SHIPPING ADDRESS:

Exhibitor Company Name / Booth # _____
WORLD MILLWORK ALLIANCE
C/O FREEMAN
841 JOSEPH E. LOWERY BLVD. NW.
ATLANTA, GA 30318

FREEMAN will accept crated, boxed or skidded materials **beginning Friday, October 2, 2015** at the aforementioned address. **Material arriving after Friday, October 23, 2015** will be received at the warehouse with an additional after deadline charge.

Forward to FREEMAN, copies of bills of lading and receipts with waybill numbers. This will assist in tracing shipments if required. Consult the Exhibitors Services for details regarding dates, times and marshalling yard instructions for shipping.

COBB GALLERIA CONVENTION CENTRE Shipping Address:

Exhibitor Company Name / Booth # _____
WORLD MILLWORK ALLIANCE
C/O FREEMAN
COBB GALLERIA CONVENTION CENTRE
2 GALLERIA PKWY. SE
ATLANTA, GA 30339

OUTGOING SHIPMENTS

After the show, labels and shipping instruction forms will be provided by FREEMAN. Exhibitors will be expected to label their material and give shipping instructions. FREEMAN will assist with the bills of lading.

MATERIAL HANDLING

FREEMAN is the exclusive provider of freight services. Full time employees of exhibiting companies may move their own materials to their booth space with 2 wheel dollies ONLY. Vehicles being unloaded must be owned or leased and operated by a full time employee of the exhibiting company. No pallet jacks, nor motorized forklifts, can be operated by anyone other than the Official Freight Service Company. Hotel bellmen, porters, taxi drivers, day laborers, etc. are not allowed on the show

floor and cannot move any materials to and from the exhibitor's booth. FREEMAN will control access to the loading docks in order to provide for a safe and orderly move in/ move-out. Exhibitors wishing to move their own materials in or out of the show will be provided a space in the dock area to load or unload their vehicles on a first come basis.