

## The Car Wash Show 2020 Terms and Conditions:

All Exhibitors displaying at The Car Wash Show 2020, presented by the International Carwash Association™, to be held April 6 – 8, 2020 at the Henry B. Gonzalez Convention Center are required to make application, execute contract for space, and subscribe to the following official terms and conditions. The Association reserves the right to change and modify the terms and conditions at any time.

### 1. Eligible Exhibits

International Carwash Association, herein after also referred to as Show Management, reserves the right to determine the eligibility of any company for inclusion in The Car Wash Show 2020.

### 2. Exhibit Fees

	On or before 9/3/19	9/4/19-1/09/20	1/10/20 or after
Up to 499 sq.ft.	\$26.50	\$27.50	\$28.50
500 – 1,999 sq. ft.	\$25.50	\$26.50	\$27.50
2,000+ sq. ft.	\$24.50	\$25.50	\$26.50

\$250 premium charge per 10' x 10' for inline booths in reserved area

\$1,000 premium charge per 10' x 10' for hard-wall inline booths in reserved area

Parent Company and Subsidiary Fees: See Mergers, Acquisitions and Booth Naming in Section 5.

#### \*NEW RULE: Contiguous Island Booths Opportunity Fee

Exhibiting companies may purchase contiguous island booths. Two or more contiguous island booths will incur an opportunity fee. This fee equals 25% of the total net square foot cost of shared aisle space between contiguous island booths. Exhibiting companies will be invoiced for opportunity fee 60 days from selection to be included in the 2<sup>nd</sup> payment. Companies can avoid the opportunity fee at any time by filling in the aisle space between contiguous booths.

### 3. Payment Schedule

\* First payment of 20% with application (non-refundable).

\* Second payment of 50% due by September 3, 2019.

\* Final payment of 30% due by January 9, 2020.

(a) Any Exhibitor whose second payment is not received by September 3, 2019, will be subject to a penalty charge of 5% of the total value of their booth space.

(b) Any Exhibitor whose third payment is not received by January 9, 2020, will be subject to an additional penalty charge of 5% of the total value of their booth space. If an Exhibitor is late on both payments, they will be assessed a total late fee charge of 10% of the total value of their booth space. These late fee charges are considered part of your booth fees, and move-in will not be allowed until all payments, fees and dues are made in full to the International Carwash Association. Applications that are received two (2) weeks prior to a schedule deadline date, will be exempt from the late fee charge of that deadline date.

\* Failure to pay may result in loss of booth space subject to Show Management decision.

### 4. Cancellation of Exhibit Space

An Exhibitor may cancel or withdraw from the The Car Wash Show subject to the following conditions:

\* In the event that said notice is received by International Carwash Association on or before September 3, 2019, the Exhibitor shall be obligated and agrees to pay the 20% cancellation fee.

\* In the event that said notice is received after September 3, 2019, but on or before January 9, 2020, the Exhibitor shall be obligated and agrees to pay a cancellation fee of 70% of contract value.

\* In the event that said notice is received after January 9, 2020 Exhibitor shall be obligated and agrees to pay 100% of the contract value.

\* In the event of cancellation, the Association shall have the right to use said space to suit its own convenience, including selling space to another Exhibitor without any rebate or allowance to the canceled Exhibitor.

\* Notice must be in writing (email is acceptable) and receipt by ICA or Show Management determines the cancellation date.

Note: Refunds will not be issued under any circumstances for Exhibitors who reduce booth space. The Association assumes no responsibility for having included the name of the canceled Exhibitor or description of his products in the show catalog, brochures, news releases or other materials concerning the show.

Any cancellation of booth space will result in loss of priority points for said space.

## 5. Assignment of Space

Space will not be assigned without appropriate deposit. Initial booth assignments will be made during The Car Wash Show 2019 in Nashville based on priority points. All other assignments will be made on a "first-in, first-served" basis. The preferences for booth space location are for guidance and are not guaranteed. The International Carwash Association reserves the right, in its sole discretion, to change a participant's booth assignment, including assignments awarded on the basis of priority points. In the event of such re-assignment, Show Management will make all reasonable efforts to move the affected exhibitor to their next-most-preferable location. If any exhibitor subject to re-assignment of booth location is dissatisfied with their new location, they may cancel their contract and will be returned 100% of their deposit. International Carwash Association does not represent that any space will be available to any applicant. If space is not available, a waiting list will be developed in the order of the date of receipt by International Carwash Association of each completed Application & Contract for Exhibit Space. The Association will refund all payments received with Application & Contract for Exhibit Space to any applicant for whom space is not available.

Point allocation will be as follows:

- 1 point – for each 100 square feet of exhibit space reserved for The Car Wash Show 2019.
- 1 point – for each Car Wash Show the exhibiting company has participated in the past ten years.
- 1 point – for every \$3,000 in sponsorships purchased for The Car Wash Show 2019.
- 1 point – Best Booth 2018 Brian Campbell Award
- 1 point – participation in the 2019 Exhibitor Bootcamp held December 2019
- 3 points – for 2019 ICA Century Club Members.

**Mergers, Acquisitions and Booth Naming:** If companies merge or acquire one another, only the higher point total of the two companies will be used for purpose of space selection. Only one company "the parent company" can accumulate points for space selection, not its subsidiaries or division. Parent companies may opt to have some or all of their selected space titled in the name of their subsidiaries, divisions or trademarks for a fee of \$2500 per alternately named booth – up to a maximum of three displayed names per parent company.

## 6. Installation and Dismantling

Exhibits will have reasonable time to erect and dismantle their exhibits which will be over the following dates. Your company's assigned move-in will be scheduled and included in the Exhibitor Services Manual. Dates are subject to change.

Move in: April 2, 2020

Show: April 6 – 8, 2020

Move out: April 8 – 9, 2020

## 7. Children in the Exhibit Hall

All children (minors under the age of 18 years of age) shall be allowed in the Exhibit Hall during regular show hours provided they are accompanied by a parent or guardian. It shall be the responsibility of the parent/guardian to supervise their children at all times. Children will not be permitted in the Exhibit Hall during move-in and move-out times.

## 8. Arrangement of Exhibits

Exhibitors will be bound by the booth rules which will be included in the Exhibitor Services Manual (see Section #10). Exhibitors who manufacture products which cannot be properly displayed within the rules are subject to exemption at the sole discretion of Show Management. The maximum booth height is 20 feet from the floor to the top of sign or booth structure for island booths only. Exhibitors who violate the booth display rules will be penalized in the following manner:

\* Initial Infraction – first year: Written warning and the loss of 1 priority point.

\* Second Infraction – second consecutive year: If an Exhibitor is found to be in violation of this rule, the Exhibitor will be fined the amount equivalent to a 10' x 10' space and the loss of 1 priority point.

All fines must be paid in full before a booth assignment will be made for the next year's show. Please note: Interpretation of violations are at the sole discretion of Show Management.

which the Exhibitor shall be responsible, and Exhibitor assumes responsibility for such representative being in attendance throughout all Show periods. International Carwash Association disclaims any and all responsibility for Exhibitor's booth and/or equipment if the above rule is not adhered to. Each exhibiting company will receive complimentary trade-show only pass(s) as outlined in the Exhibitor Services Manual. Exhibitors and their representatives will be required to wear badges throughout the Expo. Each Exhibitor will furnish Show Management with the names of its representatives.

## 9. Exhibitor's Authorized Representative

Each exhibitor must have at least one person to be its representative in connection with installation, operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for

#### **10. Exhibitor Services Manual**

The International Carwash Association Exhibitor Services Manual will be e-mailed to the contact name provided by the Exhibitor who will be in charge of the Exhibitor's booth, approximately three months prior to the show. Show Management will select certain firms as official contractors for Exhibitor services. These contractors will be selected on the basis of proper rates for their services and their ability to meet Exhibitor requirements. The manual will contain their names and information pertaining to their services and order forms for all services.

#### **11. Attendant in Exhibitor Booth & Early Breakdown Regulations**

Each Exhibitor must keep at least one attendant working in his/her booth at all times during official Show hours. The International Carwash Association reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interest of exhibitors and the exhibition. In addition, Exhibitors may not dismantle any portion of their booth(s) prior to the official dismantle period. Exhibitors who violate this rule will be penalized in the following manner:

\* Initial Infraction – first year: Written warning and the loss of 1 priority point.

\* Second Infraction – second consecutive year: If an Exhibitor is found to be in violation of this rule, the Exhibitor will be fined the amount equivalent to a 10' x 10' space and the loss of 1 priority point.

All fines must be paid in full before a booth assignment will be made for the next year's show. Please note: Interpretation of violations are at the sole discretion of Show Management.

#### **12. Sales, Soliciting, Samples, Costumes and Giveaways**

Exhibitors shall not solicit business in aisles or in booths other than their own. Exhibitor's representatives wearing distinctive costumes or uniforms or carrying signs or banners separately or as part of their apparel may only appear in their own booths. Samples, catalogs, pamphlets, publications, etc., may be distributed by Exhibitors only from within their own booths. International Carwash Association reserves the right to exclude any giveaways or samples during the week of the The Car Wash Show. Robots or mechanical apparatus are prohibited from being used outside of each Exhibitor's own booth. The Association reserves the right to restrict any giveaways from the Exhibit Hall that are in bad taste or are considered offensive.

If Exhibitors wish to distribute food samples from their booth, they must obtain pre-approval from Show Management. International Carwash Association provides display space for companies to exhibit and demonstrate products & services on the basis of their potential informational and commercial value.

All giveaways and raffles must comply with all local and state laws and regulations.

#### **13. Promotion or Sales Schemes**

Canvassing or attempting to make sales in the Exhibit Hall by anyone representing or connected with a non-Exhibitor is strictly forbidden and any person doing so will be promptly ejected. Exhibitors agree that they will not exhibit or display their equipment and/or products and services in any other location, besides their own space in the Exhibit Hall, during the period of The Car Wash Show.

#### **14. Sound Devices**

The use of devices for mechanical reproduction of sound or music shall not be permitted unless approved by management in writing. Music, whether mechanical, vocal or instrumental, shall not be permitted in the Exhibit Hall except at those times specified by Show Management. In general, the employment of any method to project sound beyond the confines of any Exhibitor's booth is prohibited. Exhibitors must police their own booths to ensure noise levels from demonstrations, machinery, blowers, vacuums, music or any noise device does not disturb neighboring Exhibitors. Please note: Exhibitors whose demonstrations, machinery, blowers, vacuums, music or any noise device reaches a level above 80 dba will be required to turn down noise device or limit use of device. After initial warning regarding booth noise, Show Management reserves the right to levy a maximum fine of \$250. After the third warning, Show Management reserves the right to disconnect or remove noise-making device.

#### **15. Photography**

It is expressly prohibited for the Exhibitor or its representatives to record images of any other exhibitor's exhibition space or exhibits in any form ("Images") without the prior written consent of ICA. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and/or making any drawing or sketch or other physical record. The Exhibitor and its representatives agree to surrender to ICA on demand any material in whatever media on which Images may be recorded in violation of this rule, including but not limited to film, video tapes, sketchbooks, camera phones and digital storage devices.

The Exhibitor agrees to indemnify, defend and hold harmless ICA, its officers, directors, employees, agents, and each of them, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against ICA arising out of breach of the obligations of the Exhibitor not to record Images, or any infringement of third party intellectual property by the Exhibitor.

Notwithstanding the foregoing, ICA shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors.

ICA retains full control of its conference, events and exhibits. No individuals shall be permitted access to ICA's conference, events and exhibits without a badge or other authorization issued by ICA including, but not limited to, individuals whose purpose to enter the trade show floor is to serve process on any exhibitor.

The Exhibitor acknowledges and agrees that the ICA, its employees and contractors may take photographs/videos which could include images of the Exhibitor, its representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the ICA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that ICA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use.

#### **16. Recruitment/Solicitation for Employees**

The Car Wash Show exhibition is intended to be a forum for business to business commerce and not a venue for the recruitment of employees, agents or contractors. ICA reserves the right to prohibit individuals or companies from participating in the event or remove individuals or exhibiting companies from participating if it determines their primary purpose to be such recruitment.

#### **17. Lighting**

International Carwash Association may restrict the use of irregular lighting effects.

#### **18. Safety, Fire and Health**

The Exhibitor assumes all responsibility for compliance with local, city, state and Show Management safety, fire and health rules and regulations ordinances covering installation and operation of equipment. All display or exhibit materials and equipment must be reasonably located and protected by safety barrier guards and fire-proofed to prevent fire hazards and personal accidents to spectators, Exhibitors, Attendees or any personnel in the Exhibit Hall.

All exhibitors are required to have easily accessible power disconnect/stop devices on any operating and moving machinery in their exhibit booth that is accessible by or may come in contact with attendees. At least one booth staffer must be assigned to the disconnect or stop device whenever machinery is being operated. At the discretion of Show Management, exhibitors may be required to move or modify their disconnect or stop device, or they shall be disallowed from operating machinery during show hours.

No machinery or equipment, whether moving or stationary, may hang into the common aisles.

#### **19. Care of Building**

Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls or columns, or to standard booth equipment or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesives or any other coating to building columns, floors or standard booth equipment.

#### **20. Liability**

The International Carwash Association, SmithBucklin, their respective employees, volunteers, staff and agents, nor the Exhibit Hall nor its representatives and employees are responsible for any injury, loss or damage that may occur to the Exhibitor, or to the Exhibitor's employees, visitors or anyone in the Exhibit Hall, or property from any cause prior to, during, or subsequent to the period covered by the exhibit contract; and the Exhibitor signing this contract expressly releases all of the aforesaid from, and agrees to indemnify, defend, and hold harmless them and each of them against any and all claims for such loss, damage or injury. It is the Exhibitor's sole responsibility to take all precautions necessary to prevent injury to persons and property as a result of their exhibit. It is the exhibitor's sole responsibility to take all precautions necessary to prevent damage to property of Exhibitors from theft, damage by fire, accident, vandalism or other cause.

Every reasonable precaution will be taken to protect property during installation, show and removal period. Neither International Carwash Association, their employees, agents, representatives, the management service contractors nor the management of the convention site are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism or other cause.

#### **21. Unforeseen Conditions**

If for any reason beyond International Carwash Association's control, The Car Wash Show must be cancelled, shortened, delayed or otherwise changed including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or war in the United States that makes it commercially impracticable, illegal or impossible for the venue to hold the event. Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of the Association, its directors, officers, employees or agents. Exhibitor understands that it may lose all monies it has paid to the Association for space in the Expo, as well as other costs and expenses it has incurred, including travel to the show, setup, lodge, freight, employee wages, etc.

Exhibitor agrees to indemnify, defend, and hold harmless the International Carwash Association from any and all loss, which exhibitor may suffer as a result of changes to Expo caused in whole or in part by any reason outside the International Carwash Association's control and releases the International

Carwash Association, its directors, officers and employees and/or agents from any and all claims, including but not limited to lost profits, out of pocket costs and consequential damages.

## **22. Alcoholic Beverages**

The serving or drinking of alcoholic beverages by Exhibitors in any part of the exhibit area is strictly prohibited except during scheduled events in the Exhibit Hall hosted by the International Carwash Association. During these times all operating and moving machinery must be turned off.

## **23. Indemnification**

Exhibitors shall indemnify, hold harmless and defend International Carwash Association, SmithBucklin and the Exhibit Facility and their respective directors, agents and employees from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them, or other expense (including, without limitation, attorneys' fees and expenses) arising out of or relating to 1) the Exhibitor's use of the Exhibit Facility; 2) the conduct of Exhibitor's business or from any activity, work, or things that may be permitted or suffered by Exhibitor in or about the exhibit and the Exhibit Facility; 3) from any breach or default in the performance of any obligation on the Exhibitor's part to be performed under any provision of the Agreement to Exhibit or these Rules and Regulations; 4) Exhibitors failure to comply with any applicable law or regulation; or 5) from any negligence of Exhibitor or any of its agents, contractors, employees, or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished to or used by Exhibitor, or other persons in connection with the exhibit and the conference Exhibit Facility. The terms of this provision shall survive the termination or expiration of this Application and Contract.

## **24. Insurance**

All property of Exhibitor is understood to remain under his/her custody and control in transit to or from or within the confines of the Exhibit Hall. Subject to the rules and regulations, Exhibitors shall carry floater insurance to cover exhibit material against injury to the person and property of others. Show Management will carry public liability insurance for injury to visitors, Exhibitors, Attendees, and their agents and employees. Exhibitor's employees are not covered when on space rented by Exhibitor.

## **25. Auxiliary Events at The Car Wash Show**

Exhibitors expressly agree not to hold any activity that creates a material adverse effect on attendance of badged, non-exhibitor personnel during The Car Wash Show hours and scheduled events. If clarification is needed on a specific activity, please submit to Show Management for approval.

## **26. Exhibitor's Use of Space**

In compliance with this contract, the Exhibitor agrees not to assign, sublet or apportion space, or any part thereof allotted to it, without prior written consent of the Show Management. Further, the Exhibitor agrees not to exhibit, advertise, or offer for sale goods other than manufactured or sold by it in the regular course of business. No Exhibitor may display its products or conduct business for its company outside the confines of his assigned booth space in the Exhibit Hall. Exhibitors who violate this rule will be penalized in the following manner: Initial Infraction: Written warning and potential exhibit removal by the close of the Show day. Removal of exhibit subject to the discretion and sole judgment of Show Management, whose decision is final and binding. Second Infraction: If an Exhibitor is found to be in continual violation of this rule, Exhibitor will be fined the amount equivalent to a 10'x10' space. All fines must be paid in full before a booth assignment will be made for the next year's show.

## **27. Meeting or Hospitality Events**

The request for meeting space or hospitality functions during The Car Wash Show requires approval from the International Carwash Association. Your application must be submitted in writing to host any events in conjunction with The Car Wash Show. Space is not confirmed until a space assignment and confirmation from the Association has been received. Any costs associated with in conjunction events are the exhibiting company's sole responsibility. **It is against International Carwash Association® policy for exhibitor functions to take place during official show hours or any official show event.**

## **28. Unobstructed Trade Show Floor Hours**

ICA shall use its best efforts to ensure trade show hours do not conflict with any other The Car Wash Show program or event. ICA reserves the right, however, to modify its program schedule as needed but will work to ensure minimal conflict with trade show hours and will provide exhibitors with advance notice of any such changes that include events or program changes affecting anticipated 100 or more attendees..

## **29. Booth Accessibility**

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their booth space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at [www.usdoj.gov/ada/infoline.htm](http://www.usdoj.gov/ada/infoline.htm).

## **30. General**

Show Management reserves the right to restrict exhibits and activities which become objectionable or are outside the character and purpose of the Show in the opinion of Show Management. This includes persons, things, conduct, printed matter or anything of a character which is objectionable. All matters and questions not covered by these Rules & Regulations are subject to the decision of

Show Management. These Rules & Regulations may be amended by International Carwash Association from time to time and the amendments shall take effect upon publication and notice to Exhibitors.

Registration and attendance at or participation in the Show, or International Carwash Association meetings and other activities constitutes an agreement by the Exhibitor on behalf of its employees, agents and contractors to International Carwash Association's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

International Carwash Association reserves the right to expel and eject any exhibitor for conduct detrimental to The Car Wash Show™, in International Carwash Association's sole judgement, whose decision shall be binding upon the exhibitor.

Likewise, International Carwash Association shall have the right to levy fines against exhibitors who violate the above rules in a monetary sum up to \$2,500 and reserves the right to eject the exhibitor in addition to the assessment of the fine.

Limitation of liability: in no event shall the exhibit facility, International Carwash Association, and their owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "International Carwash Association parties") be liable to the exhibitor or any third party hired by or otherwise engaged by the exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this application and agreement or connected in any way with use of or inability to use the services outlined in this application and agreement or for any claim by exhibitor, even if any of the International Carwash Association parties have been advised, are on notice and/or should have been aware of the possibility of such damages, exhibitor agrees that the International Carwash Association parties' sole and maximum liability to the exhibitor regardless of the circumstances shall be the refund of the exhibit booth fee. Exhibitor agrees to indemnify and defend the International Carwash Association parties from any claims brought by a third party hired by or engaged by the exhibitor for any amount beyond the exhibit booth fee. Further, exhibitor agrees to pay all attorney's fees and costs incurred by International Carwash Association parties arising out of or in any way related to this application and exhibit. Exhibitor shall be solely responsible for its attorney's fees and costs.