

SECWA's **2009**
Fall Convention & Expo

EXPO BOOTH CONTRACT

SEPTEMBER 13-16

N'awlins: Hot Jazz, Creole & Car Washes

NEW ORLEANS

Please type or neatly print. *Unsigned contracts will NOT be accepted.*

Company Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

BOOTH FEES & DESCRIPTIONS

A 50% deposit is required for all booth spaces purchased for the 2009 show and the balance is due no later than July 1, 2009. Payment in full is required for space(s) purchased after July 1, 2009. All non-member fees include a 1-year membership in SECWA from date of contract. Space will be provided on a point system, then first-contracted, first-served basis and *will not be reserved over the phone*. You will be notified of your booth assignment. Signed contract with your completed exhibitor information form must be received by Friday, August 21, 2009.

Exhibitor understands there will be a charge for electrical power, telephone, drayage, special decorations, shipping, and storage handling with the hotel or decorating company.

Display space is a 10'x10' booth and 8' high back wall with 3' side rails extending out from the back wall or floor space equivalent to a 10'x10'.

Jul. 1 – Sep. 1 Members: \$775.00 Non-Members: \$950.00
Sep. 1 and After Members: \$950.00 Non-Members: \$1050.00

WE HAVE SELECTED # _____ (10'X10') SPACES @
(- \$ _____ 10% DISCOUNT FOR 5 OR MORE BOOTHS)

PAYMENT IS DUE IN FULL WHEN SUBMITTING THIS FORM.

Top choices for Booth Location (refer to floorplan on www.SECWA.org):
1) _____ 2) _____ 3) _____ 4) _____

New product demonstrations in the center of the Expo floor on Sep.15, between 12:30-2 p.m. in 20 minute sessions for \$100. Only 7 spots are available on a first-come, first-served basis.

Please reserve my session @ \$100

Exhibitor Door Prize (announced Tuesday before Expo closes)

Yes No Prize: _____

PLEASE REFER TO PAGE 2 OF THIS DOCUMENT FOR ALL CONTRACT TERMS AND CONDITIONS.

NAME BADGES/EVENT TICKETS

You must fill out a NAME BADGE REQUEST FORM (download from www.SECWA.org) and include all the names of your company employees who will require exhibit passes to man your booth. As an exhibitor, you are entitled to four exhibit passes for the first booth space purchased, and two for each additional space purchased. If you require additional name badges/guest passes, they must be paid for in advance. Changes or additions of booth personnel after August 21, 2009 will result in a service charge of \$25 per badge change.

(\$ _____ TOTAL from NAME BADGE FORM, enclosed)

Full registrations include all activities with either a selected companion tour or the car wash tour. Additional tickets may be purchased via the REGISTRATION FORM (download from www.SECWA.org).

Each vendor has the opportunity to order up to 10 additional Expo passes to offer to customers.

Please send # _____ additional Expo passes to the address provided.

TOTAL BOOTH FEE: \$ _____

I have enclosed check made payable to SECWA or
Please charge my: MasterCard Visa Amex Discover

Card Number: _____ Expiration: ____/____

Name on Card: _____

Signature: _____

I THE UNDERSIGNED, as a representative for the above company, have read the contract and understand the terms listed therein and commit to showing in the SECWA 2009 Expo:
Signature: _____ Date: ____/____/____

CANCELLATION/REDUCTION OF SPACE DEADLINE

In the event of cancellation or reduction of space prior to July 1, 2009 a \$250.00 administrative fee will be deducted from the refunded booth deposit. In the event of cancellation or reduction of space after July 1, 2009; booth deposit will be refunded after 90% of booth space capacity has been achieved and resale of returned booth space has been completed. A \$250.00 administrative fee will be deducted.

Return this form to: SECWA, 638 Independence Parkway, Suite 100, Chesapeake, VA 23320

Phone 800-834-9706 - Fax 757-473-9897

info@SECWA.org

Copyright © 2009 Southeastern Carwash Association (SECWA)



TERMS, CONDITIONS, AND RULES FOR EXHIBITING AT THE SECWA FALL CONVENTION & EXPO

For purposes below, "Management" shall mean the Southeastern Carwash Association and "Exhibit Site" shall mean Ernest N. Morial Convention Center, New Orleans, Louisiana. It is stipulated that each exhibitor subscribe to the following rules and that their representatives will comply.

1. PURPOSE OF EXHIBITION – This Exhibition is an integral part of the 2009 SECWA Fall Convention & Expo. Since a primary purpose of the Association is to educate delegates on products and services of the Exhibitor, emphasis on all exhibits shall be to fully describe uses of products and services offered by the Exhibitor. This shall include display of all products and services offered. Exhibits must not be in violation of the Association's policies and code of ethics.

2. INDEMNITY AND LIMITATION OF LIABILITY – Neither SECWA nor any division of SECWA, nor the Exhibit Site, nor any of their officers, agents, employees, or other representatives, shall be held liable for, and they are hereby released from liability for any damage, loss, harm, or injury to the person or property of the Exhibitor or any of its officers, agents, employees, or other representatives, resulting from water, accident, or any other cause. The Exhibitor shall indemnify, defend, and protect Management and the Exhibit Site, and save Management and the Exhibit Site harmless from any and all claims, demands, suits, liability damages, losses, costs, attorney's fees, and expenses of part of the Exhibitor or its officers, agents, employees, or other representatives. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability. It is understood that SECWA, the Ernest N. Morial Convention Center and all staff, agents, and representatives are harmless from any claims arising from the products given to the attendees during the Exhibition.

3. ASSIGNMENT OF EXHIBIT SPACE – Management shall assign the Exhibit Space to the Exhibitor for the period of the Exhibit, provided the Exhibit Site is made available to Management, on a point system and then first priority receipt of the enclosed contract. Such assignment is made for the period of this Exhibit only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made to respect the Exhibitor's space choices whenever possible, but Management's decision will be final. Management reserves the right to transfer assignment when such action is deemed to be in the best interest of the total Exhibition. Management reserves the right to withdraw its acceptance of this contract if it determines, in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's product is not eligible to be displayed in this Exhibit.

4. USE OF EXHIBIT SPACE – An exhibitor shall not assign to a third party its rights here-under to the Exhibit Space or any portion thereof without the written consent of the Management, which it may withhold at its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee and all its representatives, and the Exhibitor shall not charge its assignee more than a proportionate share of the exhibit fee based upon the amount of Exhibit Space assigned.

5. INSTALLATION – It is explicitly agreed by the Exhibitor that in the event they fail to install their products in assigned Exhibit Space or fail to remit payment for required space rental at the time specified, Management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper.

6. DISPLAYS, DECORATIONS, AND MUSIC – Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed, or tacked to walls. No Exhibit, merchandise or equipment shall be left in any aisle, but shall be confined to Exhibit Space. No signs or advertising devices shall be displayed outside Exhibit Space or project above or beyond limits of Exhibit Space. Advertising material or signs of firms other than those that have engaged space is prohibited. Exhibitors who play any form of copyrighted music in their exhibit or private meetings during this event, are required to be licensed by either or both the American Society of Composers, Authors and Publishers (ASCAP) and/or Broadcast Music, Inc. (BMI). Exhibition producers, the association sponsor and facility management independently and severally disclaim any licensing responsibility for public performance of unlicensed music by exhibitors during this event.

7. FIRE REGULATIONS – Exhibitor shall not pack merchandise in paper, straw, excelsior or any other readily flammable material. All cartons stored in the Exhibit Site shall be emptied of contents. Exhibitor shall use no flammable decorations or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof, if required by local law or ordinances. All wiring devices and sockets shall be in good condition and meet the requirements of local law. Equipment with engines/motors or gas tanks shall be emptied and battery connections disconnected during display.

8. BOOTH EQUIPMENT AND SERVICES – Space rental includes: appropriate space; table and chair; general convention center security; daily maintenance; and general lighting.

9. STORAGE AND PACKING CRATES AND BOXES – Exhibitor will not be permitted to store packing crates and boxes in the booth or the Exhibit Area

during the Exhibit. It is the Exhibitor's responsibility to mark and identify all crates and boxes. Crates not properly marked or identified may be destroyed. No trunks, cases, or packing materials shall be brought into or out of Exhibit Spaces during Exhibit hours. Cartons containing valuables should not include contents on the outside.

10. OBSERVANCE OF LAWS – Exhibitor shall abide by and observe all laws, rules, regulations, and ordinances of any applicable government authority and all rules of the Exhibit Site.

11. CANCELLATION OR TERMINATION OF EXHIBIT – If, because of war, fire, strike, Exhibit facility construction or renovation project, government regulation, public catastrophe, Act of God, the public enemy, or any other cause, the Exhibition of any part thereof is prevented from being held, is cancelled by the Management, or the Exhibit Space becomes unavailable, Management, in its sole discretion, shall determine and refund to the Exhibitor, its proportionate share of the aggregate Exhibit fees received that remains after deducting expenses incurred by Management and reasonable compensation to Management, but in no case shall the amount or refund to Exhibitor exceed the amount of the exhibit fee paid. Cancellation by the Exhibitor after July 1, 2009, obligates the Exhibitor to full payment of the rental. No refunds will be made after this date. If written communication is received prior to July 1, 2009, a full refund will be issued minus a \$250 service charge.

12. EXHIBITOR CONDUCT – Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Management is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity forthwith. All promotional plans must be submitted to Management for approval. Distribution of pamphlets, brochures, or any advertising matter must be confined to the Exhibit Space. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibitor shall not lead attendees from one Exhibit Space to another or to elevators or escalators. Exhibitor shall not enter into another Exhibitor's space without invitation or when unattended. Exhibitor or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

13. UNION LABOR – Exhibitor must comply with all union regulations applicable to setup, dismantling, and display of its exhibits where applicable.

14. ARBITRATION – Any controversy or claim between the parties hereto arising out of or related to the provisions of the agreement or the breach thereof, shall be settled by arbitration in Chesapeake, Virginia in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

15. JURISDICTION – Both Management and Exhibitor consent to the jurisdiction of the Virginia District and Appellate Courts and the U.S. District Court for the Hampton Roads District of Virginia, for all purposes in connection with this agreement. The parties agree that review of process may be obtained by registered mail, return receipt requested, within or without the state of Virginia.

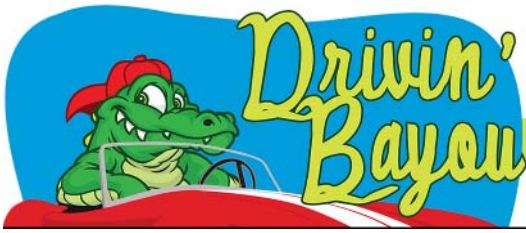
16. AGREEMENT TO TERMS, CONDITIONS, AND RULES – Exhibitor agrees to observe and abide by the foregoing Terms, Conditions, and Rules and by such rules made by Management from time to time for the efficient or safe operation of the Exhibit, including but not limited to, those contained in this contract. In addition to Management's right to close an exhibit and withdraw its acceptance of the Application, Management, in its sole judgment, may refuse to consider for participation in future Exhibits any Exhibitor that violates or fails to abide by all such Terms, Conditions, and Rules.

The foregoing Rules have been formulated in the best interest of Exhibitors. The cooperation of our patrons is requested. All points not covered herein are subject to settlement by the Association.

SECWA, 638 Independence Parkway, Suite 100, Chesapeake, VA 23320
Phone 800-834-9706 - Fax 757-473-9897 - info@SECWA.org

Copyright © 2009 Southeastern Carwash Association (SECWA)





SECWA's **2009**
Fall Convention & Expo

SEPTEMBER 13-16
NEW ORLEANS

EXPO BOOTH NAME BADGE FORM

N'awlins: Hot Jazz, Creole & Car Washes

NAME BADGES

Please type or neatly print. Provide all on-site representatives name(s).

Changes or additions of booth personnel after August 21, 2009 will result in a service charge of \$25 per badge change. Include fee for any representative(s) desiring Full Convention Registration: \$225 for members or \$325 non-members until Friday, August 21, 2009; after that date, fees are \$275 and \$375, respectively.

Company Representatives: limit four representatives per first booth space purchased, and two per each additional space purchased.

Booth 1

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Additional Booth

_____ \$ _____

_____ \$ _____

Additional Booth

_____ \$ _____

_____ \$ _____

Additional Booth

_____ \$ _____

_____ \$ _____

Additional Booth

_____ \$ _____

_____ \$ _____

TOTAL (add to TOTAL on EXPO BOOTH CONTRACT): \$ _____

EXHIBITOR INFORMATION

Please complete these fields *exactly as you wish your listing to appear* in the exhibitor directory. We cannot guarantee accuracy of listings if this page is not completed.

Company Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Company Description (70 words or less): _____

Product Description (70 words or less): _____

If providing additional names, please make a photocopy of this page and continue to list.

Return this form to: SECWA, 638 Independence Parkway, Suite 100, Chesapeake, VA 23320

Phone 800-834-9706 - Fax 757-473-9897

info@SECWA.org

Copyright © 2009 Southeastern Carwash Association (SECWA)

