

WORLD MILLWORK ALLIANCE

10047 Robert Trent Jones Parkway • New Port Richey, FL 34655-4649
 Tel: (727)372-3665 • Fax: (727) 372-2879

EMAIL CONTRACT TO: ASMITH@WORLDWILLWORKALLIANCE.COM

WMA USE: SEN. _____ TTL.\$ _____	
NM Bth. _____ % \$ - _____ (acct. 4219 inct)	
<input type="checkbox"/> Member	<input type="checkbox"/> New-Member
<input type="checkbox"/> Mbr. First Time Exh.	<input type="checkbox"/> Non-Member
MS# _____	

WMA CONTRACT FOR EXHIBIT BOOTH SPACE - 2019
WMA 55th Annual Convention & Tradeshow • Reno, NV • October 6th – 10th, 2019
COMPLETE SECTIONS 1, 2 & 3

ALL information must be completed below as it is to appear in the 2019 Convention Program

The undersigned company hereby contracts for exhibit booth space at the 2019 WMA Annual Convention & Tradeshow.

Company Name: _____

PRINT CLEARLY

AKA - Parent/Subsidiary Company _____

Company Address _____

Physical Address – Do not include a PO Box

City _____ State _____ Zip _____

Country _____ Postal Code _____ Website _____

Co.Telephone (_____) Fax (_____)

Exhibitor Contact _____ **Title** _____ **Contact will receive all exhibit information!**

Contact Phone (_____) **Ext#** _____ **Email:** _____

BOOTH SIZE REQUESTED _____ X _____ = Total Sq. Ft. *Check here if requesting a "Main St." Booth*

BOOTH CHOICES: (NO END CAPPING SELECTIONS WILL BE CONSIDERED)

1ST Choice # _____ 2nd Choice# _____ 3rd Choice# _____

List Exhibiting Products for the Show Guide Here:

I understand it may compromise my booth selections; however, I prefer not to exhibit near:

_____ *The Exhibitor (company) agrees to abide by the Exhibit Contract Terms, Conditions, Rules and Regulations as stated on page two of the Contract and all additional contract terms, event policies and regulations as referenced on the Association website; and is understood are part of this Contract, and all amendments thereto including those decisions of Show Management. The Application for Exhibit Space becomes a binding contract between WMA and Exhibitor (company) upon WMA issuance of a confirmation to Exhibitor and receipt of full payment. Exhibit booth space fees are subject to 4.5% non-refundable credit card processing fee. 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 company contracts that are binding the Exhibitor.

Print Name _____ Title _____

Authorized Signature _____ Date _____

PAYMENT MUST ACCOMPANY CONTRACT FOR PROCESSING AND BOOTH ASSIGNMENT Accepted Cards: Visa, MasterCard, Amex

Card #: _____ Exp. Date: _____ CCV#: _____

Billing Address: _____ City: _____ State/Prov.: _____ Postal: _____

Card Holder Signature: _____ **Print Name:** _____

WMA USE! Stf.: _____
 2019 Mbr. Status: _____
 ACT. NA NM REI
 NM App. Sub: _____
 NM Act. Date: _____

Contract Received: _____ Mbr: _____ NonMbr: _____
 Booth Amount: \$ _____ Sq. Ft _____
 New Mbr Disc: \$ _____ (_____ Disc.%) (Acct 4219)
 Total Due Mbr: \$ _____
 Plan: MS - Platinum – Gold - Silver - Bronze \$ _____ sq. ft.

Payment: CK Date: _____
 I. CK No. _____
 CK Amt: \$ _____
 Bal. Due \$ _____
 II. Credit Card: Proc. Date _____
 CC Amt: \$ _____ CPF: _____
 Bal. Due: \$ _____
 Trans. #: _____
 STF.: _____ Approved / Declined
 III. Payment via WT _____ Cleared

Bth. Assign.#: _____ - _____ Date: _____/_____/_____ 2019 Confirmed# _____
 Bth ReAssign#: _____ - _____ Date: _____/_____/_____ 2019 Confirmed# _____

Note: NMC Reg#: _____ **SNE Invite:** Y N **Other:** _____
CHANGES: Cur. Bth. Size: _____ (Inc/Dec) Req. Bth. Size: _____ Rate:\$ _____ Amt.\$ _____ AOA: \$ _____ TTL: \$ _____
Payment: CC –Amt Proc: \$ _____ Date: _____ Bal. Due: \$ _____ Stf. _____
 Ck No.: _____ Ck. Amt. \$ _____ Date Ck.Recd: _____ Bal. Due: \$ _____
 Canc. Bth.Amt.\$ _____ Adj.Amt.\$ _____ Ref. Amt: _____ CC Proc. Date: _____ or WMA Ck# _____
 Info.: _____ SEN _____ SEN Adj.: _____ Curr SEN _____ #: _____

This document constitutes the Contract for the use of exhibit space(s) at the 2019 WMA Annual Convention & Tradeshow. Signing of this Contract, the Exhibitor agrees to abide by the Exhibit Contract Terms, Conditions, Rules and Regulations as stated in the Contract, and additional Contract Terms, Conditions, Rules and Regulations for the Event as posted on the WMA website, and all amendments thereto and those decisions of Show Management; all of which is part of the Exhibit Contract. 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. In this Contract, "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; "Event" or "Show" refers to the 2019 WMA Annual Convention and Tradeshow; "Facility" refers to the Peppermill Resort & Casino, Reno, Nevada; "Show Management" or "WMA" refers to World Millwork Alliance.

Compliance with Laws and Regulations: 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 the sole responsibility of the Exhibitor.

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.

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 tradeshow premises, or any action or inaction of nature of WMA in connection with or related to the tradeshow, including, but not limited to, loss, theft, damage, destruction, delay or non-delivery of goods, display material and other effect; any injury to exhibitor, its employees, agents, representatives or guests while on the tradeshow 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 tradeshow 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, guests, 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 tradeshow; and (3) exhibitor's occupancy and use of the trade show premises or apart thereof.

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 makes no representations or warranties, express or implied, regarding the number of attendees to the Exposition, or regarding any other matter.

Insurance: Exhibitor shall, at its own expense, secure and maintain through the term of this Contract, and include exhibitor 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.

Withdrawal, Cancellation, Reduction, Refunds: A non-refundable cancellation fee equal to 30% of the total cost of the exhibit space, less any processing fees, will be assessed for withdrawal, reduction or cancellation of booth space prior to April 30, 2019. Refunds will be processed at the conclusion of the show. If Exhibitor withdraws, reduces or cancels AFTER April 30, 2019, THERE WILL BE NO REFUNDS. NO EXCEPTIONS. These amounts are agreed to be liquidated damages to compensate for 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 30, 2019 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 30, 2019, 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 30, 2019, no refunds; however, full seniority is retained.

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.

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.

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.

Waiver/Severability/Terms of Facility Contract: 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. 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(s) and such invalid provision shall be deemed to be severed from the Contract. 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.

Assignment of Booth Space: 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. 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 WMA to honor the current booth rate being offered. 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, 2019**. Contracts received **after May 31, 2019 will be filled on a space available basis**. Exhibitor shall not assign, sublet, all or any portion of the entire contracted space allotted, and may not display any other products distributed by another exhibitor or company; or allow any other person or party to do so. Show Management has the right to modify the floor plan (including, but not limited to aisle spaces); and reserves the right to move an assigned exhibit booth space without notice or consent, whether it be in order to comply with fire, safety and accessibility regulations; or to provide in its exclusive judgment, a safer, or more suitable, appealing, and successful Show.

WMA Member Booth Pricing - Plan Pricing is posted on the WMA website

January 25 - April 30, 2019 - "Main St." Power Pack (Limited- 8 booths): 20x20 booth, plus bonus 10x10 meeting space*: \$8,200 / After April 30, 2019 Price \$8,400

January 25 - April 30, 2019 - "Platinum Plan": 0-399 sq. ft. \$17.50 / 400-599 sq. ft. \$17.00; May 1 - May 31, 2019 - "Gold Plan": 0-399 sq. ft. \$18.50 / 400-599 sq. ft. \$18.00;

June 1 - June 30, 2019 - "Silver Plan": 0-399 sq. ft. \$19.50 / 400-599 sq. ft. \$19.00; July 1 - October 07, 2019 "Bronze Plan": 0-399 sq. ft. \$20.00/ 400-599 sq. ft. \$20.50; Non-Member pricing: 0-399 sq. ft. \$44.00 / 400 sq. ft. or more \$41.00.

*Main Street Exhibitors will conform to VIP Meeting Space layout as designated by WMA/Show Management, no exceptions. WMA reserves the right to modify or add terms, conditions, and regulations to exhibit.