Conference Location & Dates:
May 13-15, 2013
Sheraton San Diego Hotel & Marina
San Diego, California

Table Top Display Rental Fee: $850.00
Fees listed above are in U.S. dollars. All payments to APWA must be in U.S. dollars. Table Top Exhibits will be sold on a first-come, first-served basis.

Exhibit Rules & Regulations
Please read through all of the Exhibit Rules & Regulations included in the contract section.

The Rules & Regulations constitute a part of, and are included in, every contract to exhibit.

2013 Exhibit Dates and Hours
Hours subject to change
Tuesday, May 14, 2013
7:30am – 3:15pm
Wednesday, May 15, 2013
7:30am – 11:00am

FAIRBANKS BALLROOM

Booth Available
SOLD
RULES & REGULATIONS

Availability:
Due to limited space, submission of a Table Top contract does not guarantee a space. Exhibits will be accepted on a first-come-first-served basis based upon receipt of payment until all the spaces are filled. All confirmed exhibitors will be sent a Table Top confirmation letter in advance of the conference. The Table Top confirmation will be sent to the Exhibitor Contact listed on the contract form and will include your company’s table number.

Cancellation:
The Exhibitor specifically recognizes and agrees that APWA will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate APWA for APWA losses and does not constitute a penalty, should the Exhibitor fail to provide timely written notice, by certified mail, of cancellation of all or any part of APWA assigned booth space. All cancellations will be assessed a $100 processing fee in addition to the following schedule:

CANCELLATION PERIOD OF: ASSESSMENT
Through January 15, 2013......................... 0%
January 16-February 28, 2013................... 50%
March 1, 2013 or after ............................ 100%

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received on or after March 1, 2013. Failure to make full payment of deposit on exhibit space rental fee by March 1, 2013 on a Contract filed prior to, or on, that date will subject Exhibitor to Cancellation of Contract by APWA, forfeiture of deposit made and liability for balance due. If exhibit space is not occupied by 5:00 pm, May 13, 2013, APWA shall have the right to use the space. Re-letting by APWA of an Exhibitor’s canceled space shall not act to excuse Exhibitor from assessment. Exhibiting companies that also advertise in The Reporter, the official magazine of APWA, or on the APWA website are expected to maintain their account in satisfactory status. Failure to do so will result in the revocation of your right to exhibit at this event. Should your account not be in good standing all deposits paid towards the exhibit space will be retained by APWA.

Exhibit hours:
Show dates, location and hours are subject to change.

Tuesday, May 14, 2013
7:30 am – 3:15 pm

Wednesday, May 15, 2013
7:30 am – 11:00 am

Space:
The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each table are believed to be accurate but only warranted to be approximate. In the event of conflicts regarding space requests, or conditions beyond its control, APWA reserves the right to revise the floor plan, including the relocation of any and all previously assigned booths. The exhibit space diagram shows the floor arrangement of space.

Arrangement of exhibits:
This is a basic table top display area. APWA will not be providing back drape or side rails. A table top exhibit is a standard (6’x30”) draped table which will be supplied by the hotel. Exhibitor will provide all other furnishings, equipment, facilities, etc., at their own expense and responsibility. They must be obtained through the official suppliers. Items permitted on a table top display include education or sales literature, sample of products and displays that fit on top of the table. Maximum height allowed for these displays is 2 feet above the table. Video equipment may be placed on the table. Video equipment must be no higher than 2 feet. No materials will be placed behind or in front of the table. Exceptions may apply for those tables arranged around the perimeter of the room. Exhibitors that are positioned at a table along the outside wall may choose to use a floor or table top pop up display. Maximum height allowed for these displays is 18 in part do to hotel structural obstructions. Floor and table top pop ups will not be allowed in center rows without prior approval or where they will block the view to other exhibitors. Pop up displays are not allowed where the back is exposed or where it will obstruct the view to other exhibitors. Any deviation must be submitted to APWA for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the assigned exhibit table. Each table will also include an exhibitor ID sign with table number. No exhibitor shall assign, sublet, or share the whole or any part of the table space allotted.

General restrictions:
• Exhibiting companies may contract for only one table.
• Exhibitors are prohibited from using amplifying equipment that is objectionable to APWA.
• Mechanical, electrical or other devices, which produce sounds that prove disturbing to other exhibitors.
• Any special illumination must be indirect and completely shielded so as to eliminate glare and interference with other exhibitors.
• Exhibitors may not use projection devices to project marketing text, images or other content onto walls or other surfaces outside of their display.
• Exhibitors must confine their activities to their contracted space. No person, signs, distribution of material or other attention-attracting devices are permitted outside this area. Customers shall be contacted and all business activities of the exhibitor shall be conducted within the allotted exhibit area.
• Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor’s booths shall be suspended for any periods specified by the exhibit manager.
• Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths.
• Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress is such as to not offend even the most critical.
• APWA reserves the right to withhold or withdraw permission to distribute gifts, souvenirs, advertising give-aways or other materials it considers objectionable.
• Draping materials and other decorative materials must be flameproof and comply with all State and local regulations. No flammable fluids, substances, or materials of such nature, including decorative materials, may be used at any table top display. No hazardous displays or demonstrations will be permitted and no hazardous materials will be permitted in the exhibit area.
• Nothing may be attached to the walls.
• No helium balloons may be used as decoration, or inflated to distribute to attendees or guests by exhibitors.
• APWA reserves the right to require modification of questionable exhibits.
• “Cash and Carry” sales are not permitted from the exhibit floor.
• Exhibitors using music in their booth, either live or mechanical, must provide APWA with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to APWA that
no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold APWA harmless from any action brought against APWA by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.

- Exhibitors are prohibited from serving alcoholic beverages. Any other food and beverages must be purchased through the official food vendor/hotel.
- Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and Fire Marshall.
- The laws of the State of California shall govern the construction, interpretation and enforcement of this agreement.
- Each exhibitor must take provisions to safeguard goods, materials, equipment and displays. APWA and the Hotel are not responsible nor liable for the loss of any articles, items or equipment left in the hotel's meeting rooms and/or corridors otherwise known as public areas.
- Exhibitors may not begin dismantling their exhibit until the close of the show. Dismantling your exhibit prior to show close will result in loss of priority points for that show year.
- Exhibitors must display only products/services manufactured or distributed by their company.
- Exhibiting companies will be permitted to operate hospitality suites with prior approval from APWA show management. Hospitality suites may not be open during show hours.

**Liabilities:**
The Exhibitor agrees that APWA, its agents and employees, and the Facility and/or its employees: (a) Will not be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, his representatives, agents or employees, all claims for any such loss, damage, destruction, or injury being expressly waived by the Exhibitor; (b) Will be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents or employees (c) will be exempted from any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (d) any libel, slander, defamation or similar claims resulting from the actions of exhibitor. The Exhibitor is required to provide a certificate of insurance to Show Management no later than April 13, 2013.

Exhibitor shall also indemnify and save and hold harmless APWA and Facility from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on the part of Exhibitor or it’s agents, servants, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of APWA or Facility. Such indemnification shall not be limited to insurance required herein. APWA agents and employees and APWA will not be liable for failure to hold the Exhibits as scheduled. Payments for booth space will be returned in that event except that any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or any act of God, or the public enemy, or strike, or act of terrorism or epidemic, or any law or regulation of public authority or any other act beyond the control of APWA, which makes it impossible or impracticable to hold the Exhibition. APWA reserves the right to change the Facility and the location of the APWA show to another facility and location in the United States where APWA determines that an emergency or difficulties with the original Facility or location make such a change to be in the best interests of the APWA show; and in such event such a change of facility and location shall not relieve Exhibitor of its obligations under this contract. Exhibitor assumes entire responsibility for insurance and agrees to protect, defend and save APWA and its officers, directors, staff, contractors and agents harmless against all claims, losses and damages to persons or property, governmental charges and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises including but not limited to: claims of copyright, trademark or patent infringement, unfair competition and product liability. The exhibitor, on signing the exhibit space contract, expressly releases the foregoing from any and all claim for such loss, damage or injury, except that such claim, damage, loss or injury was due to APWA negligence.

**Insurance:**
Exhibitors shall insure their own exhibits and display materials. APWA requires each exhibitor to carry commercial general liability Insurance and automotive liability in an amount not less than $1,000,000 combined single limit or bodily injury, accident and property damage combined per occurrence/$2,000,000 aggregate and name APWA, its agents and employees and the Facility and/or its employees as Additional Insureds, as well as Worker’s Compensation as required in Pennsylvania and Employer’s Liability of $100,000. Exhibitors shall procure and continue in force insurance as required and must submit an original certificate to be submitted to APWA Show Management no later than 30 days prior to the first day of exhibit installation. (2013 Deadline: April 13, 2013).

**Americans with disabilities act:**
Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter “Act”) to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless APWA and Facility against cost, expense, liability or damage, which may be incident to, arise out of or be caused by Exhibitor’s failure to have their booth comply with requirements under the Act.

**Storage:**
Fire regulations prohibit the storage of empty crates and cartons at the exhibitor’s exhibit. Storage is not available at the hotel. Exhibitor will be responsible for own storage in hotel guest room or through other resources.

**Admissions:**
All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibits as issued or amended by the authorized representative of APWA.

**Rules and regulations:**
Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by APWA are hereby made an integral part of the Contract and of the agreement between Applicant the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

**Union restrictions:**
Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

**Exhibitor appointed contractors (EACs):** Exhibitors using Exhibitor Appointed Contractors must advise APWA in writing of their intent no later than 30 days prior to the first day of installation. Exhibitors utilizing EACs agree to indemnify and hold harmless APWA, and the Facility from any and all liability, including attorney’s fees, which may arise due to the third party contractor’s presence or actions. EACs agree to, when necessary, share with Official Service Contractor relevant fees, including but not limited to union steward fees. Exhibitor accepts full responsibility for any EAC employed on their behalf and agrees to educate EAC on all show rules and regulations. EACs must supply proof of insurance to APWA no less than 30 days in advance of installation. Coverage must include General Liability and Automotive Liability of $1,000,000, Worker’s compensation as required in Pennsylvania and Employer’s Liability of $100,000. Umbrella Form Excess Liability may be used to bring coverage up to these requirements.
The undersigned, by the duly authorized officer, agent or employee (hereinafter called “Exhibitor”) hereby enters into a contract with the American Public Works Association (hereinafter called “APWA”) for exhibit space at the 2013 APWA Conference on Sustainability in Public Works on May 13-15, 2013, Sheraton San Diego Hotel & Marina, San Diego, CA (hereinafter called “Facility”). This contract is subject only to (1) the acceptance by counter signature of APWA and (2) such additional terms and conditions which constitute a part of, or are included in, this contract. Reservation of exhibit space by APWA on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon APWA. The Exhibitor further agrees that if, in the opinion of APWA, it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor.

TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS:
A. EXHIBIT SPACE RENTAL FEE: The rental fee for exhibit space is $850.00 US dollars for a table top display space. Fee includes: exhibit display space with 1 box draped 6’x30”, 2 chairs and an exhibit identification sign. Exhibit area will not have pipe and drape.

B. PAYMENT TERMS ARE: For exhibitors choosing two payments, fifty percent (50%) of the exhibit space rental fee must be received by APWA within 30 days of contract, or space is subject to release. The balance of the rental fee is due and payable by February 15, 2013. Failure to make payment by said payment dates does not release the contractual or financial obligation on the part of the Exhibitor. Exhibit space contracts submitted to APWA after February 15, 2013, must be accompanied by the full payment of the exhibit space rental fee. Exhibitors will be liable for any collection expense, including reasonable Attorney’s fees, “reasonable”, to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor. Please make checks payable to: APWA, (tax id # 36-2202880) and send payment to American Public Works Association, PO Box 802-296, Kansas City, MO 64180-2296 with a signed contract. A copy of this contract will be returned to you upon acceptance. Or fax with credit card payment to (816) 472-1610.

C. CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted herein, the Exhibitor must do so in writing by certified mail to APWA, Attn: Meetings Department, 2345 Grand Blvd., Ste. 700, Kansas City, MO 64108, and will be obligated to pay to APWA liquidated damages based on the schedule listed in attached rules and regulations. Written notice of cancellation must be received no later than January 15, 2013, to be liable for 0% of rental fee due, and no later than February 28, 2013 to be liable for 50% of rental fee due. Written cancellation received on or after March 1, 2013 obligates the Exhibitor to pay APWA 100% of the rental fee due. All cancellations will be assessed a $100 processing fee.

D. TABLE TOP EXHIBIT SPACE:
Table Number Choices:
1st  2nd  3rd
Total Cost: $__ All Payments Must Be In US Dollars.

Credit Card Payment: Fax credit card payments to: 816-472-1610
ο Mastercard  ο Visa  ο American Express

Amount: $850.00 US Dollars

Credit Card Number

Expiration Date / /

Authorized Signature

Name as it Appears on Card

E. IDENTIFY ANY COMPANIES YOU DO NOT WISH TO BE LOCATED NEXT TO:

F. PRODUCTS TO BE DISPLAYED:

G. ACCEPTANCE AS BINDING CONTRACT:

Company
Address
City/State/Zip
Name
Title
Telephone
Fax
Email
Website

Signature/Date
By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this contract on behalf of named Exhibitor.

Printed Name

READ THIS ENTIRE CONTRACT
ALL RULES AND REGULATIONS ARE LEGALLY BINDING