

**Wedding Association of the Brazos Valley**  
**Wedding Show and Benefit™** **Rules and Regulations**

**Rules Applicable to all Show Participants** - All persons participating in a Wedding Show and Benefit are subject to all rules and regulations contained herein, as applicable to the participation. Participants who are not members of the Wedding Association of the Brazos Valley shall be provided with a copy of these rules and regulations. WABV reserves the right to reject, eject or prohibit any participant, at WABV's sole discretion.

**Eligible Exhibits** - Only Members in good standing of the Wedding Association of the Brazos Valley (WABV) may exhibit. Exhibits will be limited to companies or other entities offering materials, products, or services, which in the judgment of WABV will enhance the show. WABV reserves the right to determine the eligibility of any product for display. Only the sign of the Exhibitor whose name appears on the Booth registration may be placed on the Booth or in the printed list of Show Exhibitors. Exhibit shall be admitted and remain solely on strict compliance with the Rules set forth herein. WABV reserves the right to reject, eject or prohibit any Exhibitor or Exhibit, in whole or in part, in WABV's sole discretion.

**Limitation of Liability-** Exhibitor agrees to indemnify and hold harmless WABV, the sponsor and owner of the show, the exhibit hall facility and the city in which the Show is held and each of their owners, directors, officers, employees, representatives and other agents against all claims, losses, suit, damages, judgments, expenses, costs and charges of every kind arising from or related to this Show, including, without limitation, by reason of personal injuries, death, property damages to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or any other causes. Such items are brought to the Show and displayed at Exhibitors own risk, and should be safeguarded at all times and covered by Exhibitors own insurance as necessary. Notwithstanding any other provision of this Agreement, under no circumstance shall WABV's liability to Exhibitor exceed amounts paid as Space Rental by Exhibitor. The Exhibitor agrees the WABV shall not be responsible for errors or omissions in the listing of the Exhibitor in any materials provided for the show by WABV and in any promotional material or electronic system. Exhibitor agrees to indemnify WABV against and hold it harmless for any claims and for all damages, costs and expenses, including without limitation, attorneys' fees and amounts paid in settlement incurred in connections with such claims arising out of the acts of omissions, whether intentional or unintentional of Exhibitor and Exhibitor's agents and employees.

**Occupancy-** Exhibit space must be occupied and installation of all displays completed by the deadline set by WABV. If such space is not occupied with all displays completed by the deadline, such space will be forfeited without refund and WABV may possess such space for such purposes as it sees fit.

**Subleasing** - Exhibitor shall not sublet Exhibitor's Space, or any part thereof. Only ONE member per exhibit space (10x10 booth). Each member must register and pay for his/her own booth in order to exhibit in the show. Exhibitor may not display, exhibit, give away as premiums or advertise articles not approved by WABV, except where articles are required for the proper demonstration or operation of the Exhibitor's display, in which case identification of such articles shall be limited to nameplate, imprint, or other identification of such items. Neighboring exhibitors may comeingle their spaces, by mutual agreement, provided at each exhibitor has purchased at least one exhibit spaces. Rulings by WABV shall in all instances be final with regard to use of an Exhibit Space.

**Promoting Wedding Shows** - The distribution of any materials or information advertising or promoting a competing local wedding show on the premises of the Wedding Show and Benefit is strictly prohibited.

**Other Events** - Exhibitors at the Wedding Show are prohibited from producing or participating in any other event on the premises of the Wedding Show on the day of the Wedding Show.

**Damage to Property-** Exhibitor is liable for any damage caused to building, floors, walls, or columns, or to standard Booth equipment, or to other Exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives , tapes or other coating to building columns, walls, ceilings or floors or to standard Booth equipment.

**Special Services** - Electricity and other special services requested by Exhibitor may be provided at the discretion of WABV. Such services will be provided only if requested and paid for as required by Exhibitor in advance and only in conformity with applicable laws, regulations and insurance requirements, including any regulations and insurance requirements specified by WABV and/or the Show's venue.

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**Booth Representatives** - Booth representatives shall be restricted to Exhibitor's employees and authorized representatives. Booth representatives shall wear badge identification furnished by WABV at all times. WABV may limit the number of Booth representatives at any time. All Booths of Exhibitor must be staffed at all times during all open Show hours.

**Electrical Safety**- All wiring on displays or display fixtures must conform to the applicable standards established by law, including fire inspection standards of the local authorities, insurance requirements and must exhibit any seal required by local authorities. Electrical outlets may not be directly located within the exhibit space, the exhibitor is responsible for providing any required extension cords or power strips and the exhibitor is solely responsible for the safe condition, connection and operation of all electrical devices.

**Safety and Fire** - All applicable fire and safety laws and regulations must be observed by Exhibitor. Cloth must be flameproof or flame retarded. Smoking on the Show floor is forbidden at all times. Crowding will be restricted, and exhibits must not block aisles and fire exits. No decorations of paper or pine boughs or leafy decorations, tree branches or other combustible material are allowed. No storage behind exhibits is provided. Children under age 14 are prohibited in Exhibitor booths during show hours.

**Decoration** - WABV shall have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor; WABV may require the replacing, rearrangement, or redecorating of any item or of any Booth, and no liability shall attach to WABV for costs that may devolve upon Exhibitor thereby. No display or advertising will be allowed to extend beyond the Space allotted to the Exhibitor, or above the back and side rails. An Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to Exhibitors in adjoining booths, and are in accordance with dimensional display limitations for that Booth as specified by WABV. If any display surfaces remain unfinished by the setup deadline set by WABV, WABV shall have the authority to cover, re-drape or remove such display from the Booth, and the exhibitor shall be responsible for payment of any costs incurred. All tables with non-decorative legs must be draped to the floor.

**Display Height** - All displays are restricted in height with respect to the height of the back wall of the given booth. Displays may not be of such height as to interfere with the display in the exhibitor's booths on the other side of the drape divider. Tall displays must be constructed in a manner to be secure from falling. The Show Boss may demand removal of any display deemed, in the sole opinion of the Show Boss, unsafe or that interferes with another exhibitor's display.

**Line of Sight** - The view of guests as they walk down the aisle may not be exceedingly disrupted by an individual display. Large display items should be placed in the back half of the exhibit space. This rule is intended to preserve the openness of the overall show and to prevent a neighboring exhibitor from being "walled off" or "boxed in" by adjacent displays. The Show Boss may demand a display be moved if, in the sole opinion of the Show Boss, it exceedingly disrupts the line of sight.

**Sound Level** - Mechanical or electrical devices, which produce sound, must be operated so as not to disturb or interfere to other Exhibitors. WABV reserves the exclusive right to determine the acceptable sound level in all such instances and Exhibitor agrees to be bound by WABV determination.

**Lotteries and Contests** - The operation of games or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and only if prior written approval has been obtained from WABV.

**Personnel and Attire** - WABV reserves the exclusive right to determine whether the character and/or the attire of Exhibitor's Booth representatives are within acceptable standards and in the best interests of the Show. Further, Exhibitor expressly agrees that Exhibitor and Exhibitor's agents will not conduct any other business than that expressed to WABV in this contract.

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**Retail Sales and Conduct** - Retail sales are permitted by Exhibitor for products and services normally offered in the course of Exhibitors' business. Sales of non-related items are prohibited and WABV reserves the exclusive right to determine what items can be sold at the Show. The taking of orders and distribution of samples, souvenirs, publications, etc., must be conducted within the confines of Exhibitors' Booth. The distribution of any articles that impedes aisles or obstructs neighboring booths is prohibited.

**Termination of Exhibition** - In the event the premises in which the show is or is to be conducted shall become, in the sole discretion of the WABV, unfit for the show or the holding of the Show or the performance of WABV under this Agreement are substantially or materially interfered with by the virtue of cause or causes not reasonably within the control of WABV. WABV may terminate this contract and cancel or postpone the Show. If WABV terminates said Contract and/or Show then WABV may retain such part of an Exhibitors' space rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred and there shall be no further liability of either party. For the purposes of herein described those causes include but are not limited to fire, explosion, flood, acts of terror, act of God, governmental restraints, strike, boycott, local, state or federal laws and other uncontrollable events.

**Resolution of Disputes at the Show** - In the event of a dispute regarding the rules on show day, the decision of the Show Boss is final.

**Exhibit Delivery and Removal** - All arriving goods and Exhibits must be received in designated areas based on location of Exhibitors' Booth. These areas will be managed by Show management and all vehicles will be directed to specific unloading spaces based on first come, first serve. Under no circumstance will Exhibitors be allowed to park in the unloading areas for longer than is necessary to unload the vehicle. Once unloaded and before Exhibitor's Booth is set up all vehicles must be parked in designated areas outside the delivery zone for the duration of the Show. Show management reserves the right to move or tow away vehicles improperly parked. Exhibitor will be liable for any towing charges.

**Designated Parking** - Exhibitors may not park in areas designated for show guests. Vehicles with advertising logo may be parked where they are visible to show guests, but must not interfere with guest parking. For security reasons, it is recommended that exhibitors park in the designated exhibitor parking area.

**Early Breakdown Prohibited** - Due to safety and liability reasons, early breakdown is strictly prohibited. Exhibitors may not begin to take apart their displays or move out until it is announced by WABV that the show is closed. The loading area will not open until the show has closed.

**Food Service and Food Sampling** - No outside food is allowed in the Exhibit Hall except for food used in sampling at Exhibitor's Booth. Exhibitors must adhere to all applicable laws, regulations and ordinances in the preparation and serving of their samples.

**Insurance and Losses** - WABV bears no responsibility for damage or loss of Exhibitor's property. Exhibitor warrants that Exhibitors' regular company insurance includes extra territorial coverage and that Exhibitor is covered for theft, public liability, product liability, property damage, personal injury and other loss or liability.

**Booths Assignments and Locations** -

All dimensions and locations shown on floor plan are believed, but not warranted, to be accurate. Exhibitors who request to be assigned the same Booth location as the prior year must submit their registration and payment by the specified date. Booths are assigned in the order in which registrations are received and by exhibitor preference. Show management will try to accommodate exhibitor preferences and also attempt to prevent competing exhibitors from being directly next to one another **or directly across the aisle from one another**, but cannot guarantee competing exhibitors will not be in close proximity.

**End Cap Exhibit Spaces** - End Caps are defined as the two booths at the end of a double row of booths on the main show floor. These booths are draped in the rear with a minimum of eight feet in height. This drape is perpendicular the eight feet high drape that separates the two rows of booths behind the End Cap. If the End Cap is sold as two individual corners, a drape divider of three feet in height is placed between the two corners.

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**Island Exhibit Spaces** - Islands are defined as four booths, set to form a square, surrounded on four sides by aisles, on the main show floor. If the Island is sold as any combination of end caps or individual corners, the booth will be draped accordingly, to conform to the layout of the show. If the Island is sold as one exhibit space, the exhibit must be open and visible on all four sides, solid walls on any side are prohibited.

**Multiple Exhibit Spaces** - An exhibitor may elect to purchase up to four adjacent spaces (booths), subject to availability. If multiple booths are purchased behind a Premium Space (End Cap or Corner), the eight feet high drape in the back of the End Cap or Corner may be moved back one booth width, or ten feet, for a maximum distance of no more than twenty feet from the end of the row. All drape dividers after twenty feet down the row are to be no higher than three feet.

**Bride List Confidentiality** - WABV will make available to each exhibitor a list of brides who registered for the event. This list is to be used exclusively for the promotion of the exhibitor's individual business. The list may not be reproduced in any form, in whole or in part, nor may it be loaned, sold, or shared to any company or individual. Any use of the list must be in compliance with the Privacy Policy of the WABV.

**Default** - If the Exhibitor defaults in any of its obligations under this Contract or violates any of its obligations or covenants under this Agreement, including without limitation any Exhibition Rules or Regulations pursuant to this Agreement, WABV may, without notice, terminate this Agreement and retain all monies received on account as liquidated damages. WABV may thereupon direct Exhibitor forthwith to remove its representatives and all of its articles of merchandise and other personal property from the Space contracted for and from the Show.

**Agreement Non-Assignable** - This agreement is non-assignable by Exhibitor. Any attempted assignment of this Agreement shall be null and void and shall constitute a breach of this Agreement, resulting in cancellation.

**Other Exhibits** - WABV reserves the right to allow exhibits at the Show from government agencies or non-profit organizations or other uniquely qualified Exhibitors.

**Cancellation or Withdrawal** - All Booth fees paid are non-refundable. WABV will issue no refunds in the event of Exhibitor's cancellation or withdrawal from the event.

**Fee for Requested Changes** - All booths and booth options should be selected at time of registration. Any changes requested after registration will incur a change fee of \$50. All requested changes are subject to availability.

**Show Specific Rules** - Rules and Regulations specific to any individual Show shall be considered as amendments to the rules for the purposes of such individual show and enforceable by WABV as all other rules contained herein. In the event a rule specific to an individual show conflicts with a rule herein, the rule specific to the show shall apply.

**Amendments to the Rules** - Any matters not specifically covered by the preceding Rules shall be subject solely to the discretion of WABV. WABV shall have full power in the matter of interpretation, amendment and enforcement of all Rules and Regulations, and any amendments when made and brought to the notice of the said Exhibitor shall become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.

**Agreement to the Rules** - Exhibitor agrees to abide by the Rules and Regulations and by any amendments that may be put into effect by WABV at any time. Exhibitor takes full responsibility for the actions of Exhibitor's representatives.

**Contract Acceptance** - Registration and payment for a show Booth constitutes Contract Acceptance and Agreement to the Rules by the Exhibitor. Contract Acceptance on the part of WABV does not occur, and shall not be binding, until Exhibitor's Registration and Payment are accepted by the WABV. Such acceptance shall be indicated at such time as a Booth is assigned by WABV to Exhibitor.

**Arbitration and Choice of Law-Any** controversy arising out of or relating to this Contract, or arising out of or related to the breach thereof, shall be settled in Brazos County, Texas and administered by a registered arbitrator whose name shall be drawn randomly from a pool of three qualified names. Exhibitor and WABV agree that the ruling of

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Arbitrator shall be final, binding and non-appealable. Judgment upon the award may be entered in any court having proper jurisdiction. WABV and Exhibitor expressly waive their rights to a jury trial and to appeal from the arbitration. If any arbitration or other proceedings is commenced pursuant to this Section, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees, costs and other disbursements actually incurred by it in connection with such arbitration or other proceeding and in enforcing any award, order or judgment thereby obtained.

**Questions, Comments or Complaints:**

**Before or after the show, all questions, comments or complaints should be addressed to the Show Chair, First Vice President of WABV**

**On Show Day, all questions, comments or complaints must be directed to the designated Show Boss. If you are not certain how to locate the Show Boss, any Officer or Director of WABV will be happy to direct you to the Show Boss.**