

2009 ISPA Exhibitor Contract Terms & Conditions

TERMS & CONDITIONS

All exhibits shall serve the interest of the members of ISPA and be operated in a way that will not detract from other exhibits, from the exhibition or from the event as a whole.

ISPA determines acceptability of persons, things, conduct and/or printed matter and reserves the right to request unsightly boxes, bags, etc. to be removed from the exhibit floor at the expense of the exhibitor.

ISPA reserves the right to request a copy of the booth layout and design, including use of airspace, prior to the event and to approve or disapprove said design.

ISPA reserves the right to require the immediate withdrawal of any exhibit that is believed to be injurious to the purpose of the Association. In the event of such restriction or eviction, ISPA is not liable for any refund of exhibitor fees or any other exhibit-related expense.

In addition all outstanding balances, including but not limited to those due for advertising, membership and sponsorships, must be paid in full prior to Expo booth set-up. In the instance that priority booth placement was obtained as a result of your participation in a special ISPA promotion (advertising, sponsorship, etc.), all physical and/or monetary obligations of the promotion must be fulfilled prior to gaining access to the Expo floor.

All members of the International SPA Association will receive priority placement. Exhibitors will be required to renew dues by June 30, 2009. If your dues are not renewed at this time your space will be forfeited and the next ISPA member on the waiting list, in good standing, will be placed. Vendor preferences will be taken into consideration; however, ISPA trade show management reserves the right to assign all booth locations.

Exhibit Space Provisions & Restrictions

Standard equipment provided by ISPA as part of the exhibit space rental includes: 8' high back draping, 3' high side divider drape, a 7" x 44" identification sign and waste can.

No exhibitor shall sublet, assign or share any part of the space allocated. Solicitations or demonstrations by exhibitors must be confined within their contracted space. Aisle space shall not be used for exhibit purposes, display signs, solicitation or distribution of promotional material. Exhibits, signs and displays are also prohibited in any of the public space or elsewhere on the premises of the meeting facilities or in the guest rooms or hallways of the hotels. Any firm or organization not assigned exhibit space will be prohibited from soliciting business at the event. Exhibitors may not use microphones/blenders or other tools that may detract from neighboring booths because of sound during ISPA Expo hours. Due to ISPA visibility requirements, hanging banners are not permitted. Food and Beverage distribution is strictly prohibited unless it is a specific function or purpose of your company's display.

Payment for Space

A 50% deposit must accompany contract for booth purchases before assignment will be made. Additionally, a signed copy of the show contract acknowledging these Terms & Conditions must be on file before a booth assignment will be made. The balance of the total price must be paid no later than July 31, 2009. If final payment is not received by this date, booth reservations will be subject to cancellation.

Cancellation Policy

In the event an exhibitor desires to cancel their reservation of booth space, an irrevocable written notice of cancellation ("Booth Cancellation Notice") must be submitted to ISPA Headquarters.

If the Booth Cancellation Notice is received prior to July 31, 2009, exhibitor will be liable for the 50% booth deposit, which amount must be received by ISPA on or prior to the date of receipt of the Booth Cancellation Notice. If a Booth Cancellation Notice is received by ISPA on or after July 31, 2009, exhibitor will remain liable for 100% of the total booth payment; provided, however, that after the conclusion of the 2009 event, if all exhibit space was sold out, than exhibitors that cancelled after July 31, 2009, will be entitled to receive a 50% refund. At no time will Association Membership fees be refunded.

Cancelled exhibitors forfeit the right to utilize any full Conference and/or show staff badges, which are included in the cost of the exhibit space.

Reception/Parties

Any client wishing to host a reception, hospitality suite, treatment suite or party for attendees whether on-site or off premises must be an exhibitor and/or sponsor in the 2009 ISPA Conference & Expo and must obtain authorization from ISPA. Authorization will be withheld if said function falls during a scheduled ISPA function. Failure to obtain authorization may jeopardize consideration for participation in future ISPA events. Any banners or advertisements of said functions must be promptly removed at the close of the function.

Floor Plan

All dimensions and locations shown on the official floor plan are believed, but not guaranteed, to be accurate. The Show Management reserves the right to change your booth location, or to make such modifications as may be necessary to meet the needs of the exhibitors and the exhibit program.

Cancellation of Show

In the event of fire, strikes or other uncontrollable circumstances rendering the exhibit area unfit, unavailable for use or causing the exhibition to be canceled 10 days or more prior to the opening date of the event, this contract will not be binding and payments toward the exhibit rental will be refunded. If such an event should occur within 9 days prior to the opening date of the exhibition, 50% of the rental fee will be refunded.

Furnishings

Furniture and/or additional draping, accessories, signs, electrical outlets, carpet etc. are the sole responsibility of the exhibitor and should be ordered in advance from the show decorator (drayage company) or hotel on the forms that will be provided by the show decorator.

Exhibitor Responsibilities

Insurance liability is the full and sole responsibility of the exhibitor. The exhibitor agrees to protect, save, defend, and keep ISPA and agents forever harmless from any damages or charges imposed for violation of any law or ordinance occasioned by the negligence of the exhibitor or those holding under the exhibitor, as well as to comply strictly with the applicable terms under the exhibit facility regarding the exhibition premises. Furthermore, the exhibitor shall at all times, protect, indemnify, defend and keep ISPA and its agents harmless against and from any and all loss, costs, damage, liability or expense from, out of or other occurrence to anyone including the exhibitor its agency, employees and business invitees that arises from or out of by reason of the said exhibitor's occupancy and use of the exhibit premises of part thereof.

Exhibitor Disputes

If any exhibitor has any legal or other disputes with another person or entity, that exhibitor is responsible for making sure that the dispute in question will not affect the exhibition, ISPA or its management of the exhibition in any way. ISPA will have no duty to take or to refrain from taking action of any kind with regard to any such dispute. All exhibitors expressly agree to indemnify ISPA for any costs, including attorney fees, which it might incur if this agreement is violated.

Selling

SELLING on the show floor is STRICTLY PROHIBITED.

Selling of any kind is strictly prohibited on the ISPA Expo trade show floor. ISPA reserves the right to remove any exhibiting company found exchanging currency on the trade show floor.

SELLING product from hotel rooms/suites is STRICTLY PROHIBITED and will not be tolerated.

Additional Requirements

- All booth, canopy, ceiling and exhibit tower measurements must comply with ISPA booth guidelines. These guidelines will be included in the exhibitor service manual, will be followed by GES and ISPA and cannot be altered by exhibitors.
- Signage and graphics must comply with all ordinary use-of-space requirements specified by ISPA and the Austin Convention Center. Hanging ceiling banners are not permitted. These requirements will be followed by GES and ISPA and cannot be altered by exhibitors.
- All exhibiting companies are required to comply with the Americans with Disabilities Act (ADA). These requirements will be followed by GES and ISPA and cannot be altered by exhibitors.
- All exhibitors must ensure that any display table, rack, shelves, etc. should be designed and installed to withstand normal contact or vibration. All displays will be inspected by GES and ISPA for structural integrity and cannot be altered by exhibitors.
- All exhibits must comply with ISPA booth guidelines and the Austin Convention Center electrical requirements, which will be inspected and approved by the Austin Convention Center and ISPA.
- All exhibits must comply with ISPA booth lighting requirements outlined in the exhibit service manual. These requirements will be inspected and approved by GES and ISPA.
- Fire regulations prohibit storing empty packing materials, trash, products, literature, etc. behind drape or under draped tables. Exhibitors can however, store a limited supply of product and literature, so long as these do not impede access to utility services, create a safety problem or look unsightly.
- All sales presentations and product demonstration must comply with current ISPA guidelines and be confined to the contracted exhibit space, so not to encroach on the aisle or neighboring exhibits.
- All exhibit sound equipment and positioning must comply with ISPA guidelines and will be inspected and approved by GES and ISPA.
- Exhibitors are prohibited from leaving their booths unmanned during show hours.
- Exhibitors must move-in and move-out according to set times and dates. Early move-in or move-out is prohibited.
- Exhibitors are prohibited from any labor related activity prior to, during and/or following the trade show without contacting GES labor staff for proper handling of any show related needs or issues.

ISPA is committed to presenting the most professional and successful trade show atmosphere for 2009. We look forward to your participation in this year's event.