

TEXAS WATER 2017™
EXHIBITOR RULES AND RESTRICTIONS

By using the Texas Water Exhibitor Registration System, you agree to this binding agreement with Texas Water 2017™. You are agreeing to comply with these regulations and enforcement by the Texas Water™ Exhibits Committee. THERE ARE IMPORTANT CHANGES TO THESE RULES. Please read them carefully, retain them for your records.

PLEASE PROVIDE TO ALL ONSITE BOOTH STAFF.

1. **Eligibility** – Any company manufacturing products for or providing services to the **water and/or wastewater utility industry** may participate. Texas Water 2017™ has the right to close or restructure any exhibit that violates this restriction.
2. **Registration** – All manufacturers and their representatives attending the conference and exhibit must register and wear the conference badge for admission to the exhibit area. Outstanding balances must be paid before registration credentials are issued.
3. **Space Allocation** – Upon receipt of full payment, space will be allocated on a first come, first assigned basis using any registration system Texas Water determines it will use. Exhibitors are expected to use their judgment to achieve booth competitor separation when using the online system. Special consideration may be given to spacing competitors when determined by Texas Water to be necessary. Texas Water reserves the right to make adjustments as needed.
4. **Resale of booth space is not permitted.** Texas Water recognized Manufacturers representatives with written contractual agreements with their clients may purchase space on their client's behalf subject to both the Manufacturers Representative and the client adhering to these rules. Texas Water reserves the right to review any and all such agreements. Violations of resale rules are cause for immediate cancellation of booth space and forfeiture of all fees paid.
5. **Payments for Exhibit Space** – **Exhibit fees** are \$1350 for each booth space unless otherwise noted. **Booth assignments will not be made without full payment.** Checks should be made payable to "Texas Water 2017™." Credit Card payments are accepted. **Full payment is expected at time of purchase. A LATE FEE of 10% of the total due may be applied for every 30-day period after purchase date that full payment is not made. Total Fees must be paid no later than December 2, 2016 or space may be cancelled and resold.**
6. **BADGES:** **It is the responsibility of exhibitors or their representatives to register all booth staff online to receive allotted complimentary badges. Failure to do so in a timely fashion WILL result in onsite badge preparation fees.**
7. **Cancellation and Withdrawal** – After Texas Water 2017™ has received a written cancellation notice, cancellation of exhibit space reservation will result in the following: **A full refund minus a \$150.00 processing charge will be made for exhibit space cancelled prior to January 6, 2017. No refund will be made after January 6, 2017. Unless TEXAS WATER receives notification of delay, any booth not claiming its assigned booth space by 2 p.m. on the day of setup, Monday, April 10, 2017, will be considered a "no show".** Unoccupied space may be reassigned by TEXAS WATER™ without further notice to the exhibitor and without a refund.
8. **Registration Cutoff** – Booth registration will be accepted as long as space is available. The deadline for listing in the Conference Program is February 10, 2017.
9. **Liability** – **Texas Water 2017™**, or Texas Section American Water Works Association, or the Water Environment Association of Texas, (collectively "Texas Water™"), or the City of Austin Convention Center assumes any responsibility for the protection and safety of exhibitors, their representatives, agents, or employees or for the protection of exhibits or other property of exhibitors or their representatives. Any guard service, security room, or other protective measures that Texas Water™ may take shall be deemed to be purely gratuitous on its part, and Texas Water shall have no responsibility for the effectiveness or failure of such measures or for the conduct of personnel involved therewith. Each exhibitor agrees to indemnify Texas Water and the City of Austin Convention Center, and hold same harmless from all claims that such exhibitor or its representatives, agents, employees, contractors, or insurers may bring against same in connection with any injury to person or property caused by the actions or negligence of such exhibitor or its representatives, agents, employees, or contractors, including paying all court costs, attorney fees, and other expenses incurred by Texas Water, in defending against, satisfying, or compromising any such claim.

Texas Water™ is not responsible for the conduct, whether online or offline, of any user or visitor of the Texas Water Exhibitor Registration System. Texas Water takes reasonable steps to protect the security and integrity of all personally identifiable information you provide to this Web Site; however, due to the inherent nature of the Internet, Texas Water cannot guarantee that information, during transmission through the Internet or while stored on our system or otherwise in our care, will be absolutely safe from intrusion by others, such as hackers. Texas Water assumes no liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any information or material on this Web Site. Texas Water is not responsible for any problems, failure or technical malfunction of any telephone network or lines, computer online systems, servers or Internet providers, computer equipment, software or email due to technical problems or traffic congestion on the Internet or on this Web Site, or combination thereof, including any injury or damage to visitors or users or to any person's computer related to or resulting from participation in any activities on this Web Site or downloading materials. Texas Water reserves the right to terminate access to this Web Site to anyone for any reason, including violation of these Terms and Conditions and/or any terms contained in its Privacy Policy.
10. **Children** – No one under the age of 18 is allowed in the exhibit area during movein or moveout. In the Exhibit Hall, children must be accompanied at all times by an adult.
11. **Use of Exhibit Space** – Exhibits are confined to products manufactured by, or services rendered by the exhibitor. **No exhibitor shall assign, sublet, or share the space allocated without written**

- approval by Texas Water. A processing fee of \$150.00 will be charged for every additional exhibitor sharing a booth to cover expenses and conference mementos provided to each booth. Exhibitors are required to have the assigned exhibit space neat and orderly at all times. Exhibits are not permitted in any other location in the City of Austin Convention Center. During show hours, a company representative must staff each exhibit. No flammable decorating materials are permitted. Exhibitors must accept full responsibility for compliance with all local, state, and national fire safety regulations. Any sound tracks, or spiels, must be at a low pitch in order that nearby exhibitors will not be distracted, and any form of attention getting device or presentation must be terminated when crowds jam aisles or infringe upon another exhibitor's display. No attaching of any material to any floor, walls, or columns will be permitted. **Only items and/or services normally associated with the water/wastewater utilities industry may be exhibited. TEXAS WATER will make all final decisions on exhibitors' eligibility to participate in Texas Water 2017™.**
12. **Smoking/Weapons/Alcohol Policy** – No smoking will be allowed within the confines of the City of Austin Convention Center. Subject to City of Austin Convention Center rules, weapons may be restricted from the facility or the exhibit floor. No alcohol may be served except as provided by conference organizers.
 13. **Arrangement of Exhibits** – Texas Water will furnish a booth sign with a maximum of two lines. No sign may extend above the back wall of the booth. **No part of any display in a standard booth setup may be in excess of 8' in height including overhead signs. The booth sidewalls shall not exceed 40" in height.** No balloons are allowed in the City of Austin Convention Center. **Displays including island/corner should be positioned so as not to obstruct other exhibitors.** All exposed parts of displays and/or equipment must be furnished or covered in a workmanlike and neat manner so that they will not present an unsightly appearance when viewed from adjoining booths or aisles. No overhead roofs or bridge-type structures, etc. will be permitted across aisles.

NEW: All of the following practices are expressly prohibited/required by show management: No promotion of products or services other than those manufactured or regularly distributed by Exhibitor; no use of strolling entertainment or activities outside of contracted booth space; all persons will dress in appropriate business attire; no inappropriate, suggestive or offensive signage is allowed; no distribution of samples or advertising materials in any area outside of contracted booth space; no excessive noise that interferes with other exhibitors; no storage/use of flammable/explosive materials or any substance prohibited by local laws or insurance carriers; no use of materials with strong odors; no solicitation of business by anyone other than representatives of Exhibitor; and no promotion of any activities that draw registrants away from the Exhibit Hall during exhibit hours.
 14. **Setup/Breakdown** – Commercial deliveries of booth materials to the Austin Convention Center docks will be accepted no earlier than Monday, April 10, 2017, 7:30 a.m. Exhibitor setup will occur on Monday, April 10, 2017, from 8 a.m. to 3 p.m. Setup must be completed by 3:00 p.m. that afternoon to accommodate the Meet & Greet in the Hall. The loading dock will be closed from 3 p.m. on Monday, April 10, 2017, until 4 p.m. on Wednesday, April 12, 2017.
 15. **Early Dismantling** – Exhibitors are prohibited from dismantling exhibit displays prior to the final day's official Exhibit Hall closing hour of **4:00 p.m. on Wednesday, April 12, 2017. Exhibitors who break down early may be subject to a service fee not to exceed \$500 and agree to have this charge billed to their credit card on file or if not on file, invoiced. Failure to pay may cause exclusion from future conferences until payment is made.** Exhibitors must only use Dock doors for moving into and out of the facility.
 16. **Contractor Services** – Complete information, instructions and schedules or prices regarding shipping, drayage, labor for erection and dismantling, electrical, additional furniture, additional carpets, etc. will be included in the Exhibitors Service Kit. Outside service contractors shall provide certificates of insurance for liability and worker compensation prior to engaging in any work inside the conference facilities. The official decorator for Texas Water 2017™ is Freeman, 3323 IH 35 North, Ste. 126, San Antonio, TX 78219. **SHIP TO: Freight Warehouse-Raceway Crossing, Bldg.1, 16310 Bratton Ln., Ste. 125, Austin, TX 78728. See Exhibitor Kit for details.**
 17. **Union Labor** – Exhibitors are required to observe all union contracts in effect between Freeman, City of Austin Convention Center and various labor organizations represented.
 18. **Interpretation and Enforcement** – These regulations become part of the contract between the exhibitor and **Texas Water 2017™**, which has full power of interpretation and enforcement of these rules and may amend them at any time. All matters in question not covered by these regulations are subject to the decision of Texas Water™ and all decisions made are binding on all parties affected by them as by the original regulations. Exhibitors or their representatives who fail to observe these conditions of the contract or who, in the opinion of Texas Water™, conduct themselves unethically, may be immediately dismissed from the exhibit hall without refund or other appeal.
 19. **Change of Location or Cancellation of Exhibition** – Should for any reason the selected meeting place become unavailable for exhibiting or should any other contingencies prevail which, in the opinion of Texas Water™, would prohibit or greatly limit attendance at the Conference, then Texas Water™ has the right to cancel the exhibition or move the exhibit location to another facility or city at the discretion of the Boards of TAWWA and WEAT, and shall not be liable for any expenses incurred by reason thereof. In the event of cancellation of the Exhibition, Texas Water™ will refund to the exhibitors all space charges paid by them.
 20. **Compliance** – **By registering for a booth using any method provided by Texas Water 2017™, the exhibitor signifies acceptance of the above rules and regulations. This contractual agreement is binding upon the entity purchasing an exhibit space as well as any exhibitor personnel or associates performing duties in that exhibit space.**