

**45th ANNUAL FLOW EXPO PRESENTED BY
THE PLUMBING HEATING COOLING CONTRACTORS OF THE GREATER LOS ANGELES AREA
SATURDAY, MARCH 21, 2020**

CONTRACT FOR EXHIBITION SPACE

1. Introduction. This is a contract for exhibit/booth space between the Flow Expo Industry Trade Show (PHCC-GLAA) and various exhibitors, having rented exhibit space from PHCC-GLAA. This document defines the rules and conditions under which the parties shall operate. EXHIBITOR acknowledges that it and its appropriate members with the authority to bind EXHIBITOR, and its members, have read the rules and regulations set forth in the exhibitor manual; and the rules and regulations as well as this entire agreement, are part and parcel and required to be utilized for the 45th annual THE FLOW EXPO Industry Trade Show. The Trade Show will be held on Saturday March 21, 2020, at the Fairplex Hall 4, 5 & 6 1101 W. McKinley Ave. Pomona, CA 91768.

2. Exhibit Space and Payment. In order for EXHIBITOR to exhibit its wares, EXHIBITOR must deposit the sum of 50%, with PHCC-GLAA. Until and unless that 50% is deposited, EXHIBITOR shall have no rights under this agreement or otherwise.

3. Payment and Reservations. All exhibit space reservations must be accompanied by a 50% deposit of booth space within 10 working days of contract receipt, any booth contract not meeting this requirement will be null and void. All 2019 exhibitors will have first option to reserve space for the 2020 Trade Show up until June 15, 2019. After June 15, 2019, PHCC-GLAA will open space reservations to the industry public for ALL unreserved 2020 exhibit space on a strictly enforced, first come, first serve basis by the order of the date that the application was received in the PHCC-GLAA office, via online registration. Final payment for exhibit space is due January 15, 2020. If final payment is not made on or before January 15, 2020, then PHCC-GLAA at their option may cancel this contract and invoke the provision of paragraph 4 of this contract. Notwithstanding what is relayed above - PHCC-GLAA reserves the right to assign and reassign any booth space in the best interest of the Trade Show. Booth payments due: Deposit within 10 days of contract date, November 15, 2019 75%; January 15, 2020, 100%. **Late payments are subject to a 15% late fee.**

4. Cancellation Policy. 100% of the booth space deposit or payment, less a 10% administrative fee, will be refunded for cancellations **RECEIVED ONLY IN WRITING** prior to August 31, 2019, 50% for cancellations prior to November 15, 2019, and 25% for cancellations prior to January 15, 2020. **NO DEPOSITS OR PAYMENTS WILL BE REFUNDED AFTER January 15, 2020.**

5. Event Venue Requirements. EXHIBITOR agrees that it will conduct itself in accordance with any requirements of the Fairplex and further agrees to comply with the rules and regulations of the Fairplex to the fullest extent required by said Event Venue.

6. Trade Show Hours. Trade Show hours are between 9:00 am and 4:00 pm on Saturday, March 21, 2020. All EXHIBITORS must have their displays completed and ready for inspection at the exhibit site no later than 8:00 a.m., Saturday March 21, 2020.

7. Move In and Move Out. EXHIBITORS must install exhibits between the hours of 7:00 am and 5:00 pm on Friday, March 20, 2020; and between 6:00 am and 8:00 am on Saturday, March 21, 2020. All exhibitors with large equipment, trucks, cars, trailers, etc., that are part of the exhibits need to be moved into the hall according to decorator schedule. The exhibit must be kept and displayed through the end of the Trade Show.

The Trade Show will close at 4:00 pm on Saturday, March 21, 2020. The aisle carpet must be removed by the official service contractor prior to exhibitor move out. **Early move out will incur a fee equal to 25% of the total booth cost.**

8. Management's Reservation.

(A) PHCC-GLAA reserves the right to prohibit any exhibit or part of any exhibit or solicitation, which it, in its exclusive discretion and opinion, believes is not suitable in keeping with the character of the Trade Show. This reservation includes the rights of other persons, things, conduct, printed material, catalogs, signs, etc. Aisle space may not be used for exhibit purposes or for display of signs, equipment or demonstrations. Nor can anyone solicit any business whatsoever except within their designated booth.

(B) PHCC-GLAA, in its exclusive discretion, may remove firms and or representatives of firms not assigned to exhibit space, etc., which are prohibited from soliciting business in any form in the exhibit area. PHCC-GLAA in its exclusive discretion may remove violators without recourse, permanently from the exhibit area.

(C) EXHIBITORS may sell items from within their contracted exhibit space only, provided they have in their possession, a valid California Seller's Permit.

(D) **RAFFLES/CONTESTS:** All "in booth" raffles will be limited to a combined total of \$1000. Any exhibitor wishing to hold raffles/contests with a total combined value greater than \$1000.00 must obtain permission and scheduling from show management a minimum of 30 days prior to show date and abide by the Flow Expo Raffle Rules. Show management reserves the right to limit the number of raffles as well as the scheduled times for raffles/contests and raffle location. Any exhibitor not abiding by the "rules", scheduled times or location for raffles/contests may have their raffle/contest closed and/or their booth closed. Show management reserves the right to limit or manage participants of ALL raffle or contests. All "in booth" raffles/contest must not extend beyond the exhibitors booth space and must not extend into any common areas. Public announcements are not made for in booth raffles.

(E) Audio equipment including but not limited to P.A. / Bullhorn must be approved by the Flow Expo management prior to use.

9. Admission to the Exhibit Hall.

(A) Admission to the exhibit hall is only allowed to properly badged attendees and exhibitor personnel. Each EXHIBITOR may have four (4) badges per each 100 sq. ft. of exhibit space rented. All exhibitor badge orders must be ordered through the registration company by Friday March 13, 2020 or order your badges at show site on Friday March 20, 2020 or Saturday March 21, 2020.

(B) One (1) 7" x 44" company identification sign is provided for each exhibit space rented. Additional signs for companies sharing exhibit space may be purchased from the official service contractor at the rates found in the exhibitor service manual.

(C) No EXHIBITOR shall assign, sublet or apportion the whole or any portion of the booth allotted, nor exhibit therein any literature or display other than that produced or distributed by the Exhibitor in the regular course of his/her business.

(D) In no event shall anybody, vendors, attendees or other exhibitors, solicit exhibitors or attendees for employment.

(E) EXHIBITOR shall not use, or permit the exhibit area to be used in conflict with any law, ordinance, rule or regulation of any governmental authority; in any manner, which constitutes waste or nuisance; or any manner, which causes injury to the Fairplex.

(F) Any food vending machines or distribution of liquid will not be permitted, by anyone other than as authorized by PHCC-GLAA and Fairplex.

10. Display and Construction Regulations. Standard booth space is an eight (8) foot high background of drapes on a framework of pipe. Dividers separating booths, as provided by PHCC-GLAA, are thirty-six (36) inches high.

Height Restrictions: Island booths shall conform to the height of the exhibit hall and to the requirements of the local fire regulations. All in-line booth's back walls are restricted to a height of eight (8) feet. Side returns on in-line booths may be carried to the height of the back wall for a distance of not more than four (4) feet from the back wall and may not be more than thirty-six (36) inches in height from that point to the front of the booth. All side returns must be finished or draped if they are to be exposed. No in-line booth display shall be allowed to obstruct clear vision to other booths in the same line or adjacent line, unless it is an island display, having aisles on all four sides. End-cap booth: The maximum back wall height of 8 feet is allowed only in the rear half of the booth space and within 5 feet of the two side aisles, with a 4-foot height restriction imposed on all materials in the remaining space forward to the aisle. (1)

If in the exclusive judgment of management of PHCC-GLAA, any display causing a view or other obstruction to neighboring exhibits, PHCC-GLAA, at no recourse, may order the removal of such obstruction.

11. Indemnity Clause: EXHIBITOR shall indemnify and hold PHCC-GLAA, its officers, directors, employees (collectively "PHCC of the Greater Los Angeles Area, FLOW EXPO", the decorator JPA Expo, Show Ready

LLC, City of Pomona, Los Angeles County Fair and Exposition Complex, Los Angeles County Fair Association (Fairplex) and the County of Los Angeles all harmless from claims, demands, liabilities, judgments, liens, encumbrances, costs and expenses, including attorney's fees, arising out of, related to, or in connection with the obligations of EXHIBITOR under this Contract, or the operations conducted by EXHIBITOR or its agents, employees, and licensees. This indemnity agreement shall apply without regard to whether or not PHCC THE FLOW EXPO or Owner are actively or passively negligent in respect to the claim, demand, loss or liability. EXHIBITOR will provide the defense of any such claims, and will employ counsel who is satisfactory to PHCC THE FLOW EXPO, and Owner. PHCC THE FLOW EXPO and Owner may defend such claims at EXHIBITOR'S expense. EXHIBITOR shall not provide indemnity against claims, liability, loss, or expense, when shown by the final judgment of a court of competent jurisdiction to have been caused by the willful or sole negligence or sole misconduct of PHCC THE FLOW EXPO.

12. Security. 24-hour security will be provided by PHCC-GLAA. Neither PHCC-GLAA nor the Exhibit Hall will be responsible for damage, loss or theft of exhibitor property or the property of its agents, employees, visitors or invited guests. EXHIBITOR is solely responsible for the protection of the persons or products or materials displayed in the exhibit space.

13. Force Majeure. In the event the Exhibit Hall or any part of the exhibit area thereof is unavailable, whether for the entire event, or a portion of the event as a result of wind, fire, flood, tempest, earthquake or any other such cause or as a result of government intervention, malicious damage, acts of war, strike, lockout, labor dispute, riot or any other cause or agency over which PHCC-GLAA has no or little control, or should PHCC-GLAA decide that because of any such cause it is necessary to cancel, postpone, or re-site the Trade Show, or reduce the installation time, exhibit time, or move-out time, PHCC-GLAA will not be held responsible or required to indemnify or reimburse the EXHIBITOR in respect to any damage of loss, direct or indirect, arising as a result thereof.

14. Liability Coverage EXHIBITOR shall furnish, at its own expense, original certificates of insurance to PHCC Los Angeles no later than fourteen (14) days prior to the Move-In date. The term of this insurance must be for the duration of the contract period including Move-In and Move-Out days. Certificate must list PHCC Los Angeles as the certificate holder. Certificate must include the following coverages. Comprehensive general liability coverage of at least \$1,000,000 per occurrence and \$2,000,000.00 in aggregate for personal injury and property damage and name PHCC of the Greater Los Angeles Area, FLOW EXPO", the decorator JPA Expo, Show Ready LLC, City of Pomona, Los Angeles County Fair and Exposition Complex, Los Angeles County Fair Association (Fairplex), Cornucopia Foods, LLC, Ovations Fanfare, L.P. dba Spectra Food Services & Hospitality and the County of Los Angeles, its agents and employees as Additional Insureds.

Any EXHIBITOR choosing to serve alcohol in their booth is not only required to arrange for, pay for, provide all set up, and any other activities related to the serving of alcohol in their booth at their own expense, in addition, should any EXHIBITOR choose to serve alcohol in their booth, they are required to obtain an additional rider on their insurance policy insuring for any liability for alcohol related damage and/or injury. With regard to the obtaining of insurance which includes but is not limited to insurance with an alcohol rider, the insurance policy must name PHCC of the Greater Los Angeles Area, FLOW EXPO", the decorator JPA Expo, Innovative Expo, City of Pomona, Los Angeles County Fair and Exposition Complex, Los Angeles County Fair Association (Fairplex) Cornucopia Foods, LLC, Ovation Fanfare, L.P. dba Spectra Food Services & Hospitality and the County of Los Angeles, its agents and employees as an additional insured. EXHIBITOR is required to provide a Certificate of Insurance written by a California approved carrier, in accordance with the foregoing requirements, and provide said certificate along with this agreement. The failure of the EXHIBITOR to provide the appropriate Certificate of Insurance with the appropriate additional insured endorsement will result in the Trade Show's ability to refuse EXHIBITOR'S entry as an EXHIBITOR at the Trade Show and/or take any other action that Trade Show deems appropriate with respect to the breach thereof, including damages. EXHIBITOR agrees that if they do not comply with the insurance requirements as set forth herein, PHCC-GLAA will incur damages at a minimum of the cost of the space assigned to EXHIBITOR and EXHIBITOR agrees that should EXHIBITOR breach this paragraph of this agreement,

PHCC-GLAA will incur damages at a minimum of the value of the space rented by the EXHIBITOR and to the extent that the EXHIBITOR has already paid any deposit, PHCC-GLAA may keep that deposit as a measure of damages. If the EXHIBITOR fails to maintain insurance throughout the course of the Trade Show, EXHIBITOR will be deemed in breach of the contract.

15. Union Regulations. EXHIBITOR must observe all union regulations in force in the Exhibit Hall and use qualified personnel for services.

16. Fire Regulations. All display booth structures, decorations and exhibited products and/or materials must meet with the requirements of the Los Angeles County Fire Inspector – East Region Pomona Fire Department. Any special fire permits required for exhibitor display is the sole responsibility of the exhibitor and a copy of the fire permit must be submitted to PHCC Los Angeles prior to move in.

17. Amendments. Any and all matters not specifically covered by the preceding rules and regulations, the rules and regulations contained in the exhibitor service manual, the rules and regulations set forth by the Los Angeles County Fair & Exposition Complex and Los Angeles County Fair Association (Fairplex) and the requirements and policies set forth in the exhibit space rental confirmation and invoice notice shall be subject to the sole discretion of PHCC-GLAA. PHCC-GLAA shall have full power to interpret, amend and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of the EXHIBITOR. Each EXHIBITOR, for itself and on behalf of its agents and employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

18. Default. If this contract is breached by an EXHIBITOR, the EXHIBITOR will not be permitted to set up its display, and will be subject to eviction by PHCC-GLAA, without recourse and without refund or any other rights as against PHCC-GLAA for any purpose whatsoever.

Authorized Signature Date

Print Name

Company

Phone #

- (1) Please refer to 2009 IAEE's guidelines for display rules and regulations.