

2009 EXHIBIT RENTAL AGREEMENT

Western Arts Alliance Annual Conference, Sheraton Phoenix Downtown Hotel, Phoenix, Arizona

By signing this AGREEMENT, the EXHIBITOR acknowledges they have read and agree to abide by all terms of this AGREEMENT, including all Western Arts Alliance rules, regulations, and restrictions detailed BELOW and listed in full on the WAA website. The EXHIBITOR must sign and return this agreement to the Western Arts Alliance office at 715 SW Morrison St, Suite 600, Portland, OR 97205, fax 503-274-4768, on or before the below dates based on lottery.

Eligibility and Exhibit Application Procedures

1. To be eligible to exhibit at the conference, an artist, manager, or agent must be a current WAA member (or staff of a current member) with current dues paid in full. You may include membership payment with the exhibit application.
2. WAA must receive your completed exhibit application and payment for applicable fees by:

Rank 1 - Friday, April 30, 2009	Rank 3 - Friday, June 12, 2009
Rank 2 - Friday, May 21, 2009	Rank 4 - Friday, July 3, 2009
3. You may register for your exhibit space online or by mailing a paper application form. Your registration will not be complete until WAA has received your signed exhibitor agreement.

Late Applications/Exhibitor Waiting List

Late applications will be processed after the exhibit lottery and may be assigned an exhibit if space is available. Once The Commons is sold out, WAA will begin an exhibitor waitlist. In order to be placed on the waitlist, one must purchase an agency registration (see below) and be a member with dues paid in full. When and if space becomes available, WAA will assign an exhibit space to the waitlisted exhibitor(s) in order paid and charge for any balance due.

Exhibit Rental Fees/Agency Registration

The exhibit fee includes a space in The Commons and one individual registration. An agency registration is the fee charged to a non-exhibiting artist/management or consultant vendor; like the exhibit fee it includes one individual registration. Exhibit rental fees and agency registrations are based on your current membership tier. Additional individuals from your organization or agency may attend the conference but must register separately either online or with an Individual or Artist Registration Form. If you bring three or more staff, there is a 30 percent discount for the third full registration and any additional full exhibitor registrations. All-Access, Day, and Showcasing Artist Passes do not qualify for multiple registration discounts. There is limited inventory of each type of exhibit. We will do our best to accommodate everyone's requests, but we cannot guarantee any spaces until the lottery is complete.

Eligibility and Space Assignment

WAA has sole discretion in determining eligibility to exhibit and in assigning exhibit spaces. WAA will make every effort to honor individual requests, but final placement is entirely up to WAA. If you have a specific request, please include it on the application. We do consider placement requests to be near or away from a particular exhibitor, but we cannot guarantee placement. If there is space available you will be assigned a space during the lottery process even if we cannot meet your specific needs. It will be up to the exhibitor to call immediately upon receipt of your lottery placement to discuss alternative options if they exist.

Registration applications received after **June 25, 2009** are assigned a space on a first-paid, first-served basis.

During registration, exhibitors will select their exhibit type and up to three preferred locations. WAA uses a ranked seniority system allowing exhibitors to register at an allotted time. A true seniority system is the fairest process given the number of exhibit types, a finite inventory, and the various location options exhibitors have to choose from. It also gives exhibitors more input on their exhibit location. An exhibitor's rank or tier is based on a combination of the number of years of continuous membership and conference exhibiting.

Exhibitor Seniority Ranks

Seniority Rank 1 –

Current WAA members who have exhibited ten or more continuous years.

Seniority Rank 2 –

Current WAA members who have exhibited five to nine continuous years or who have maintained membership* for the past ten or more years but did not exhibit last year.

Seniority Rank 3-

Current WAA members who have exhibited one to four continuous years or who have maintained membership* for five to nine years but did not exhibit last year.

Seniority Rank 4 –

New WAA members who joined since the last conference and current members who have maintained a membership* for less than five years but did not exhibit last year.

*A lapse of membership of more than 365 days resets tenure, placing the member in the Fourth Rank.

Exhibit Sharing

WAA allows exhibit sharing between member agencies for an 8' x 10' OR 10' x 10' Booth. The fee for sharing an exhibit space is \$150 in addition to the original exhibit fee. These fees cover WAA's decorator expenses and our costs for listings and mailings.

If you wish to share your exhibit space, please have the Lead (Host) Exhibitor who is in the highest Rank (Rank 1 is the highest) go through the standard registration process. Within the Special Requirements field during registration please indicate what organization you would like to share with. Once the Lead Exhibitor has been placed the other organization will be placed alongside, once [the booth share application](#) has been turned into WAA.

If you have further questions you can call or [email](#) Laura Ricker at 503-274-4729 for details.

Cancellation Policies and Procedures for Exhibitors

In case of emergency, you may cancel your exhibit space, agency registration, or conference registration between **April 1 and July 31, 2009**. The administrative fee for a cancelled exhibit space or registration is \$50. WAA will make every effort to resell your space, and we are usually successful, however WAA will refund the balance of your exhibit fee only if your exhibit space is resold. Agency registrations are handled on a case-by-case basis.

In case of emergency, you may cancel your PDI registration until **July 31, 2009**. The administrative fee for PDI cancellations is \$25. If you cancel your conference registration and PDI registration, the cancellation fee is a total of \$75 - \$50 for the registration and \$25 for the PDI.

Hospitalities are non-refundable. You may try to sell extra hospitality tickets on site, but WAA cannot make any guarantees. If you cancel your registration, you will be charged the applicable cancellation fees and any hospitalities you may have signed up for.

All cancellation requests must be submitted in writing. Please note that refunds will not be processed until after the conference. WAA will not refund any fees for cancellations received after **July 31, 2009**.

Exhibitor Set-Up

Exhibitor load-in is Tuesday, September 1, 11:00am to 4:00pm. The Commons will open for business at 9:00am, Wednesday, September 2. Any space not completely set up by 4:00pm on Tuesday evening will be regarded as abandoned and may be resold or reassigned by WAA, and the Exhibitor will not be provided any refund. An authorized Exhibitor representative must staff all booths during all Open hours. Each exhibit must be available for viewing during Accessible hours. Privileges to exhibit in future WAA meetings will be revoked if exhibit space is abandoned.

All crates must be removed from the exhibit hall aisles by 4:00pm on Tuesday, September 1. Crates remaining after this time will be removed at the Exhibitor's expense.

If the Exhibitor will be delayed, due to weather or any other circumstance, they must notify WAA of the delay to avoid having their exhibit space regarded as abandoned.

Exhibit Dismantle

Tear-down is Friday, September 4, 3:30pm to 5:00pm. Dismantling a Draped Booth or Mini Lounge before the conclusion of show hours on Friday will result in the reduction of one rank in the exhibitor seniority ranking system for the following conference (see **Eligibility and Space Assignment** for an explanation on WAA's ranking system). Exceptions are made for Tabletop exhibits but only if previously approved by the Conference Manager. Packing of all exhibit freight must be completed no later than 5:00 pm on Friday, September 4. A carrier selected by the show decorator may ship all freight (at the Exhibitor's expense) not called for by 6:00pm Friday, September 4.

Security, Default in Occupancy and Sales

WAA will retain security for the exhibit hall from load-in through tear-down. However, Exhibitor assumes all liability for security of its possessions and equipment while in the hall. The Exhibitor will forfeit exhibit space if Exhibitor fails to occupy space by the opening of The Commons or for any substantial period during exhibition hours. WAA may occupy any forfeited space. WAA prohibits sales of material products in any exhibit booth.

Seniority Rank Penalty

WAA's policies and procedures are intended to keep the Commons an active and professional environment from beginning to end.

If you strike early without prior written authorization from Western Arts Alliance, you may be subject to a penalty reducing your Seniority Rank.

Exhibit space is limited and valuable at the conference. WAA expects exhibitors to staff the exhibit during all open hours. WAA understands there are circumstances that cannot be avoided and an exhibitor may need to leave before the official tear-down time. In such a case, please write WAA to explain your situation and to request an early strike. WAA may grant exceptions for Tabletop exhibits with thirty days notice.

Display

All audiovisual equipment must be equipped with headphones. WAA prohibits live performance in The Commons except as specifically designated. Displays must not interfere or obstruct neighboring exhibit spaces. Aisles cannot be incorporated as part of an Exhibit space.

Booth Restrictions

All displays and/or equipment over 3' tall may not protrude more than 4' from the back of the booth. Take care to place tall tables and audiovisual equipment towards the back of the booth leaving clear sightlines down the entire row of booths.

Table Top/Mini Lounge Exhibits: These exhibit spaces are not intended to provide the same display function as a regular booth. Visual materials must fit on the table surface and cannot extend more than 24" above the table. One retractable banner display is allowed positioned not to exceed 36" w x 96"h. All free standing displays should be single sided and should not contain moving parts that infringe upon neighboring exhibits.

Signage

Signage may only be placed within assigned exhibit areas, tabletops or affixed to Exhibitor's own display; no signs or banners may be affixed to the facility's walls, ceilings, floors, columns, or any other surface, nor placed on easels outside of the Exhibitor's own display space. Exhibitors may not place signs, banners, or any other items in any location outside of their assigned exhibit space or in any area of the facility outside The Commons. WAA reserves the right to restrict activities, and restrict or close exhibits which, in the opinion of WAA or its designee, become objectionable.

Professional Conduct

Exhibitors must abide by the WAA Code of Ethics and the North American Performing Arts Managers and Agents' (NAPAMA) Guidelines for Ethical Behavior. To review the NAPAMA guidelines, please visit www.napama.org. By submitting an exhibit application, exhibitors agree to comply with the guidelines.

The Exhibitor and its representatives are expected to act at all times in a professional manner. The Exhibitor shall not infringe upon the rights and privileges of another exhibitor. Any complaints regarding infractions of the rules or disputes between exhibitors should be made directly to Western Arts Alliance. Any decision by WAA shall be final, binding and non-appealable. Unethical or criminal conduct or infraction of the rules on the part of the Exhibitor or

its representatives will subject the Exhibitor, its representatives, or both, to ejection from the exhibit hall and forfeiture of booth space, booth fee and/or seniority status in booth assignments. In such an event, Exhibitor acknowledges that it shall not receive any refund of its booth fee.

Exhibitors shall not solicit business in aisles or in other exhibitors' spaces. Exhibitors may only visit another exhibitor's booth during official show hours. Handling display items, taking collateral materials and/or CD's, or the taking of photographs of another exhibitor's exhibit or display is not permitted without the exhibitor's permission. Western Arts Alliance observes an Equal Opportunity policy which affords all persons the right to be treated equally.

Marketing Activities Outside of Exhibit Space

All displays, marketing activities, and distribution of promotional material must be confined to the three-dimensional boundaries of the exhibitor's exhibit space. Displays of any kind including products, advertising, promotional signs, literature, novelties, etc. will not be permitted in other exhibit spaces or public areas such as aisles, entrance ways, lounges, registration areas, approaches, corridors, meeting rooms or any other areas of the exposition hall or hotels affiliated with the event in any way. All meetings, showcases, solicitations, and other activities must be conducted so as not to infringe on the rights of other exhibiting firms or to offend delegates to the conference.

Canvassing in the exhibit halls, distributing advertising material or souvenirs by non-exhibiting companies is strictly prohibited. The offender will be escorted off property by show security. Personnel recruiting in any form is not permitted. The offender will be escorted off property by show security.

Assignment

The terms of this Exhibitor Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Exhibitor Agreement and the Exhibitor's rights and obligation hereunder may not be assigned or transferred by the Exhibitor without WAA's consent.

Liability and Responsibility

The Exhibitor agrees to indemnify and defend the Western Arts Alliance and its respective employees and agents against any and all liabilities, damages, actions, costs, losses, claims and expenses arising out of exhibitor's use of the exhibition premises. Exhibitor takes all responsibility for obtaining all rights associated with the presentation of its clients. Exhibitor agrees to be bound by the agreements under which WAA has use of the Sheraton Phoenix Downtown Hotel and any other conference facilities. Exhibitor and individual registrants take personal responsibility and liability for their actions and activities during the course of the conference.

Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save Hotel, its owners, its operator, Starwood Hotels & Resorts Worldwide, Inc., and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of Hotel and its employees and agents.

Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage.

Violations

Violation of any of these regulations on the part of the Exhibitor, their employees or agents, shall annul the right to occupy space, and such exhibit will forfeit to WAA all monies that may have been paid. Upon evidence of violation, WAA may re-enter and take possession of the space occupied by the exhibitor and may remove all persons and goods at the expense of the Exhibitor. The Exhibitor shall pay all expenses and damages that WAA may incur thereby. In the event of a violation, WAA reserves the right to refuse exhibit privileges for the following year.

2009 EXHIBIT RENTAL AGREEMENT SIGNATURE PAGE

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Mail to: Western Arts Alliance, 715 SW Morrison St., Suite 600, Portland, OR 97205,
Fax to: 503-274-4768, or
Scan and email to: staff@westarts.org.

Display Restrictions & Guidelines for Café, Bistro Tabletops and Mini Lounge exhibit types:

- Display in this exhibit type must be self standing.
- Nothing is permitted to stand on table surfaces over 24" from the tabletop's surface.
- Audio equipment or other displays must be positioned on the tabletop and should not stand over 24" from the tabletop's surface. An additional stand can be rented through the Decorator or Hotel for your AV equipment and run along the back of your space.
- One retractable banner, not to exceed 36" wide x 96" high, is allowed for this exhibit within your exhibit foot print. Free standing banners must be free standing and positioned at the back of the space. Another smaller free standing poster is allowed that can lean against the front of your table that does not exceed 40" high by 24" wide.
- All free standing displays should be single sided and should not contain moving parts that infringe upon neighboring exhibits.
- Exhibits may not block Fire Pulls, Fire Sirens, or Fire Extinguishers near or in their exhibit spaces.
- Mini Lounge exhibits allow one 96" x 36" retractable display to be positioned along the longer side of the exhibit space up against the shorter side of the next mini lounge in the corner attached to the Mini Lounge next to you so not to block site lines.
- These exhibit options have no pipe and drape and no back wall from which to hang displays. There will be a small taped line around the perimeter of your space.

Display Restrictions & Guidelines for 10' wide x 8' deep & 8' wide x 8' deep exhibits spaces:

A 10' wide display will NOT fit in the 8' wide x 8' deep exhibit spaces.

- Retractable banners and/or pop-up displays are allowed but should **not** protrude more than 4' from the back of the exhibit so that sight lines are open.
- Exhibitor may not block Fire Pulls, Fire Sirens, or Fire Extinguishers near or in their exhibit spaces.
- All displays and/or equipment over 3' tall may not protrude more than 4' from the back wall and may not stand more than 24" from the tabletop's surface it stands on.

Please fill out completely:

Organization Name: _____

Exhibit Number: _____

Exhibit Type: _____

Organization Contact: _____

Contact Signature: _____

Date: _____