

THE WSA[®] SHOW

February 5-8, 2005 • Mandalay Bay & Sands Expo • Las Vegas, Nevada

RULES AND REGULATIONS

PLEASE READ THE FOLLOWING PAGE FOR MORE DETAILED INFORMATION

Contracting Exhibitor is financially responsible for all show fees and violations. Each assigned space must conform to show rules. Registered exhibitors are responsible for such conformance in accordance with the laws of California.

DUE TO SPACE LIMITATIONS, BOOTH SIZE MAY BE MAINTAINED AT PRIOR ALLOCATION

OFFICIAL SHOW HOURS	Saturday Sunday & Monday Tuesday February 5 February 6 & 7 February 8 8:30 am - 6:00 pm 9:00 am - 6:00 pm 9:00 am - 4:00 pm
WSA MEMBERSHIP	Membership in WSA is required of the Contracting Exhibitor and all Sales Reps/Account Executives. It is the responsibility of the Contracting Exhibitor to inform company reps of these fees. Membership fees must be accompanied by completed membership form.
REGISTRATION AND BADGES	DEADLINE: JANUARY 2, 2005 Advance exhibitor badge requests must be made in writing prior to the deadline and include titles for each individual. After the deadline, badges and corrections will be made on-site at exhibitor registration: Thursday, February 3 / 1:00 - 6:00 pm & Friday, February 4 / 9:00 am - 7:00 pm
FRAUDULENT REGISTRATION	Misrepresentation of status will be cause for penalties and/or removal from premises. Only registered exhibitors and verified buyers are permitted to enter the WSA Show. NO VISITORS PERMITTED.
SUPPLIERS	Companies that provide services to exhibitors must register as Suppliers, including, but not limited to, Advertising Agencies, Design & Display Companies, Financial Institutions, and Freight Forwarders. SUPPLIER FEE - \$200.00.
DEADLINE	DEADLINE: JULY 15, 2004 Contracts received in the WSA office after Thursday, July 15, 2004, will be processed as late and will not be included in the first round of booth assignments. A late charge of 5% of the Booth Space Fee will be required. It is the applicant's responsibility to ensure their contract is received by WSA.
PAYMENT	Payment must be made by check drawn on a U.S. bank, wire transfer, or credit card. 100% of all fees must accompany your application. Dishonoring of any payment will subject the exhibitor, its sales representatives and any manufacturer represented by the exhibitor, to nonparticipation in WSA shows.
PENALTIES AND SURCHARGES	3% Surcharge for credit card payments \$300.00 . . . Fine for misrepresenting status 5% of Booth Space Fee Late charge must be included on all applications received after Thursday, July 15. Failure to include late charge will suspend your contract. Late charge does not apply to new exhibitors. \$200.00 . . . Fine if booth is not set up by 8:00 PM Friday, February 4, 2005. 500.00 . . . Fine for dismantling booth or packing samples prior to 4:00 pm Tuesday, February 8, 2005. \$ 20.00 . . . Charge for returned checks; replacement payment must be by money order or certified check sent by overnight courier
CANCELLATIONS	DEADLINE: DECEMBER 15, 2004 Cancellations received in writing before the deadline will be refunded 50% of booth cost. No refund will be issued after December 15, 2004.
SHOW GUIDE LISTINGS	DEADLINE: DECEMBER 1, 2004 Company and brand names submitted on this application in the space provided will be printed in the official <i>WSA SHOW GUIDE</i> . Changes or additions must be made in writing before the deadline.
DIRECTORY LISTINGS	DEADLINE: DECEMBER 1, 2004 The information printed in the <i>WSA MEMBERS & MANUFACTURERS DIRECTORY</i> is obtained from the WSA membership forms, only, and changes or additions must be submitted in writing by the member prior to the deadline.
DISPLAYS AND FURNISHINGS	Displays, accessories, and furnishings may be supplied by exhibitor or outside contractor. Booth space sold by WSA includes carpet only. Booths 20x20 or larger may supply their own booth carpet provided notification is submitted to GES prior to their established deadline. Companies with custom displays must provide to WSA a Certificate of Insurance from the outside contractor. Fully enclosed hardwall booths must have smoke detectors and fire extinguishers. No promotional or display fixtures or furnishings may extend into aisles. Spiral stairs are prohibited.
EXHIBIT CONSTRUCTION	WSA alternates space assignments and rotates positions within product categories. Displays and exhibits should be designed and constructed to allow for set-up in either in-line or peninsula configurations.
RESTRICTIONS	Booths are non-transferable. No drugs or alcohol permitted in booths. Selling of samples prohibited during the show. Promotional materials may be distributed only within the confines of the exhibitor's booth. Solicitation of buyers in the aisles or other public areas of the exposition hall is strictly prohibited.
EXHIBITOR MANUAL	Exhibitor manual will be mailed to the Contracting Exhibitor by GES after assignment of booth space. This manual includes information and order forms for the WSA Show. To request an additional manual, please fax name, company address, phone, fax and FEDEX account number to WSA.
MOVE-IN / SET-UP	Move-in and set-up times will be included in the exhibitor manual.
CHILDREN	NO CHILDREN PLEASE - In order to maintain the business atmosphere that our buyers and exhibitors deserve and demand, children are discouraged from attending the WSA Show and special events. Children are prohibited on the exposition floor during set-up and move-out.

RULES and REGULATIONS GOVERNING



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1. **WSA EXPOSITION MANAGEMENT:** Exposition Management as used herein shall mean the official "WSA Management" made up of members of WSA, officers, agents, or employees, acting for it in the management of the Exposition. The WSA Management will manage all functions and establish all show policies.
2. **WSA MEMBERSHIP:** Membership in WSA is required of the contracting exhibitor and all exhibiting companies' traveling Sales Reps. It is the responsibility of the contracting exhibitor to inform their company Reps of these fees.
3. **FRAUDULENT REGISTRATION:** Misrepresentation of status will be cause for penalties and/or removal from premises. Only registered members, executives/company personnel of exhibiting companies and legitimate buyers are permitted to enter the market. NO VISITORS PERMITTED.
4. **CANCELLATION:** An exhibitor may cancel or withdraw from the show subject to the following conditions and restrictions:
 - The exhibitor shall give the WSA Management notice in writing of his intention to cancel or withdraw from the show.
 - In the event the said notice is received by WSA on or before December 15, 2004 the exhibitor shall be obligated and agrees to pay a cancellation penalty of 50% of exhibit cost.
 - In the event the said notice is received after December 15, 2004, the exhibitor shall be obligated and no refund will be issued.
 - All refunds due will be paid no later than 60 days after the close of the Exposition.In the event of cancellation, WSA shall have the right to use said space to suit its own convenience, including selling the space to another exhibitor without any rebate or allowance to the cancelled exhibitor.

The WSA Management assumes no responsibility for having included the name of the cancelled exhibitor or description of his products in the show directory, brochures, news releases or other material relating to the show.
5. **ASSIGNMENT OF SPACE:** Whenever possible, space assignments will be made based on the location preferences requested by exhibitor. The WSA Management reserves the right to make final determination of all space assignments and size in the best interest of the overall Exposition.

WSA alternates space assignments and exhibits rotate position within product categories. Displays and exhibits should be designed and constructed to allow for set-up in either in-line or peninsula configurations.

The WSA Management reserves the right to refuse rental of display space to any company whose display of goods or products is not, in the opinion of the WSA Management, compatible with the general character and objectives of the Exposition.
6. **SUBLETTING OF SPACE:** The exhibitor agrees not to assign, sublet or apportion space or any part thereof contracted for, not to exhibit, advertise or offer for sale merchandise or services other than those manufactured or sold by exhibiting company in the regular course of business.
7. **DEFAULT OF OCCUPANCY:** Any exhibitor failing to occupy his booth by 8:00 PM Friday, February 4, 2005 (inspection day), contracted for but not cancelled, that exhibitor is obligated to pay full cost of such space as outlined in Rule 4. WSA Management has the right, unless notified by letter or in case of emergency, by telephone, to take possession of said space and lease same as described in Rule 4.
8. **OUTSIDE EXHIBITS & ACTIVITIES:** Exhibitors agree, subject to expulsion of their exhibit from the show, not to take advantage of the show to exhibit their products, or to promote or otherwise exploit their company, product or product name outside the Exposition Hall, conduct meetings or any activities which would conflict with the Exposition's published hours.

Canvassing by anyone representing or connected with a non-exhibiting firm will not be permitted in any part of the Exposition Hall, and such canvassers will be promptly requested to leave the Exposition.

Hospitality functions and entertainment of any kind that will tend to lessen the interest in the Exposition are prohibited during hours of the Exposition. The rights of the exhibitors' contract will be protected.
- 8a. **HANDOUTS & SOUVENIRS:** Souvenirs or advertising specialties may be distributed only from within the confines of exhibitor's booth.
- 8b. **AISLES:** Public aisles may not be used by exhibitors. All business must be conducted within the booth and display materials must be arranged so that show visitors are not required to stand in the aisles to examine product. No exhibit or advertising matter will be allowed to extend beyond space allotted to the exhibitor. No exhibitor's product or booth construction may be placed to obstruct the view of neighboring exhibits from show visitors passing through the aisles as determined by WSA Management.
- 8c. **GAMES, ATTENTION GETTERS:** The purpose of the Exposition is to present a serious, businesslike atmosphere for promotion of exhibitor products. Any device or activity which the WSA Management considers objectionable is prohibited. Contests of various types are prohibited unless approved by WSA Management. No animals may be included in any exhibit.
9. **EXHIBIT HOURS:** Exhibitors are required to keep at least one attendant in their booth during all show hours, subject to removal of their exhibit from the show at the company's expense. **SHOW HOURS:**

Saturday, February 5	8:30 AM - 6:00 PM
Sunday, February 6	9:00 AM - 6:00 PM
Monday, February 7	9:00 AM - 6:00 PM
Tuesday, February 8	9:00 AM - 4:00 PM
10. **INSTALLATION & DISMANTLING:** For exhibitors shipping merchandise early, the official drayage company will store it for 30 days before the show opens, and deliver to the hall on the targeted set-up day. Refer to Freight Handling Rate Schedule in the exhibitor manual for cost.
- 10a. **INSTALLATION** times will accompany exhibitor manual. All exhibitors will be requested to set up during designated hours and dates. Booths located adjacent to or in proximity of freight doors will require late set-up. The normal workday is 8:00 AM to 5:00 PM. The official drayage company of the Exposition will furnish crate handling service. This firm will remove crates, store them and return crates for packing and load on to dock for return shipment. Crates should be properly tagged with exhibitor's name and booth number. The official drayage company will supply tags for empty crates.
- 10b. **DISMANTLING** starts immediately after the close of the show. Dismantling is scheduled to begin at 4:00 PM Tuesday, February 8, 2004 and must be completed by 4:00 PM, Wednesday, February 9, 2004.

Exhibitors shall be liable for all storage and handling charges resulting from their failure to remove exhibit material, crates, etc. by the stated deadline and shall pay for expenses involved thereby. Dismantling prior to 4:00 PM on Tuesday, February 8, 2005 is prohibited.
- 10c. **EXHIBITOR WORK BADGES** will be issued at the Exhibitors Registration Desk in the registration area beginning at 9:00 AM, Thursday, February 3, 2005. Badges must be worn at all times by personnel of the exhibiting company. Special work badges will be issued by the official service contractor to other individuals authorized by the exhibiting company to work in the hall only during installation and dismantling.
11. **UNION LABOR:** Permanent full-time employees of exhibiting companies may work on erection and dismantling of their own exhibits. However, if additional personnel are required, union personnel must be utilized. Exhibitors using other than official decorator and drayage contractor for the installation and dismantling of display material only, must hire union personnel or secure labor through the official contractor. The names of any outside firms must be sent to: WSA, 20281 SW Birch St., Suite 100, Newport Beach, CA 92660. Fax (949) 851-8523.
12. **ARRANGEMENT OF EXHIBITS:** All exhibitors shall arrange displays utilizing only the booth area contracted for, and in such a manner which recognizes the rights of other exhibitors and show visitors, and conforms to the overall pattern developed by WSA Management.
- 12a. **STANDARD IN-LINE & BACK-TO BACK BOOTHS:**

Exhibit fixtures, components and identification signs will be permitted to maximum height of 8'3" (2.5m) within the back 5'0" of exhibit space. All display fixtures of 4'0" in height and placed within 10 linear feet of an adjoining exhibit, must be confined to that area of the booth space which is a least 5'0" from the aisle line. Note: if adjacent exhibitors are back-to-back booths (20 x 20 or larger) the standard linear booth may make full use of the entire side wall.

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PERIMETER BOOTHS:

Exhibit fixtures, components and identification signs will be permitted to a maximum height of 12'0" (3.66m) in perimeter wall booths. All display fixtures over 4'0" (1.22m) in height and placed within 10 lineal feet (3.05m) of an adjoining exhibit, must be confined to that area of exhibitor's space which is at least 5'0" (1.52m) from the aisle line.

PENNINSULA BOOTHS / BACK-TO-BACK LINEAR BOOTHS:

Exhibit fixtures, components and identification signs will be permitted to a maximum height of 12'0" throughout the contracted exhibit space, with the condition that all display material must be at least 9" back from any booth edge that is a common border with another exhibitor. Peninsula displays must be twenty feet by twenty feet (20' x 20') in size or larger.

ISLAND BOOTHS: (BOOTH SURROUNDED BY 4 AISLES)

Exhibitor fixtures, components and identification signs will be permitted to a maximum height of 16' at Mandalay Bay Convention Center and Level 2 of the Sands Expo and 12' on Level 1 of the Sands Expo, including signage.

TWO-STORY BOOTHS:

All 2-story booths must contact the Clark County Fire Marshall for current guidelines and restrictions (702) 455-7316.

- 12b. DISPLAY APPROVAL:** All exhibitors requesting approvals must submit a floor plan in advance for approval by the WSA Management. Floor plans must be submitted by December 1, 2004. Plans are to be mailed to WSA, 20281 SW Birch St., Suite 100, Newport Beach, CA 92660. Fax (949) 851-8523.
- 12c. APPEARANCE:** Exhibitors are responsible for keeping their booths presentable to attendees. Displaying an unfurnished surface to neighboring booths is not permitted. Exhibitors must arrange to remove excessive amounts of trash or waste material during show hours. Aisles and utility cores may not be used for trash disposal.
- 13. FIRE REGULATIONS:**
- Fire regulations prohibit the use of paper, crepe paper, corrugated paper or cardboard or any other highly combustible or flammable material for decoration of exhibitors' booths.
 - All materials used in the exhibit must be non-flammable in nature. Electric signs and equipment must be wired to meet specifications of local fire authorities.
 - Fire extinguishers and/or fire hoses on walls or on the floors or elsewhere may not be removed or obstructed in any manner.
- 14. ELECTRICAL 9" ACCESS:** To ensure each exhibitor access to the electrical outlets between their booths, each exhibitor must set their booth a minimum of 9" from the backline of their booth or any adjoining booths for electrical access and FIRE SAFETY.
- 15. SIGNS:** Exhibitors must identify their booth by company name in a manner readily visible from the aisle. Exhibitors may order on the form provided a uniform sign 7" x 44" long, showing the company name. The WSA Management should be informed if the exhibitor desires to use mechanical signs.
- 15a. HANGING SIGNS:** An exhibit component suspended above an exhibit of four or more standard units back to back for purpose of displaying graphics or identification is permitted at the Mandalay Bay Convention Center and Level 2 of the Sands Expo only. Hanging identification signs and graphics will be permitted to a maximum height of 24'0" (7.32m) provided written approval is received from WSA Management at least 14 days prior to the show. All hanging signs must be set back at least 25% of the booth's width dimension from the back line of the booth. Hanging signs will be permitted to a total length on each side of the exhibitor's space that does not exceed 50% of the corresponding dimension of booth.
- 16. SECURITY:** Security guards will be on duty at all times during set-up of the Exposition and dismantling. Security guards will also be on duty when the Exposition is not in operation. WSA Management, while providing all reasonable precautions against loss, cannot guarantee exhibitors against losses of any kind. Exhibitors requiring special protection against loss should hire security as outlined in the Exhibitor Service Manual.

- 17. PHOTOGRAPHY, VIDEO, SOUND SYSTEMS, NOISE:** Photography is prohibited unless permission of the exhibitor or show management is obtained in advance. WSA Management must be advised in writing when exhibitors desire to use still or sound movies, transparencies, amplified record, televisions or radios, etc. Objectionable noise resulting from the use of such equipment shall be immediately stopped by the exhibitor upon request of WSA Management.
- 18. FOOD & ALCOHOL:** The distribution of food, and the distribution and consumption of alcoholic beverages by attendees in the Exposition Hall are prohibited. All food and beverage products must be purchased through the official concessionaire of the Exposition facility. **NO ALCOHOL IS PERMITTED ON SHOW FLOOR.**
- 19. DRESS:** All booth attendants must be, in the judgement of WSA Management, properly clothed. All booth attendants and costume personnel must confine their appearance to the exhibit booth.
- 20. CARE OF BUILDING:** No exhibitor may allow an article to be brought into, nor permit any act to be done in the Exposition Hall which will increase the premiums or void policies of insurance held by WSA, official show decorator, its agents, etc. Exhibitors are liable for any damages caused to building floors, walls, columns, etc.
- 21. LIABILITY:** Exhibitors shall assume liability for any/all bodily injury and property damage to third parties as a result of acts of negligence while a participant of the 2005 WSA Show, including all travel to and from same, to be held in Las Vegas, Nevada, February 2 - 9, 2005. Additionally exhibitors shall indemnify and hold harmless WSA, its agents, assigns, and employees from any/all liability whatsoever, which may ensue from any cause, act or neglect of its staff, or members.
- Exhibitor acknowledges that any/all property of exhibitor, including any personal properties of individuals, are the sole responsibility of such exhibitor/participant and the WSA Management will not assume any liability for such properties or business interruption in the event of fire, theft, mysterious disappearance or any loss or physical damage or any indirect damage as a result thereof. Participant/attendee of the Exposition will acknowledge the acceptance of all terms and conditions stated herein.
- WSA expects exhibitors to respect the intellectual property rights of other exhibitors. If it is proved to WSA by presentation of a final court decision that an exhibitor has infringed the property rights of another exhibitor, WSA may in its sole discretion take action pursuant to the final court decision. If measures taken by WSA, its agents or employees, prove to be unjustified, no claim for damages can be made.
- If WSA cancels the show because of an act of God, terrorism or war or if all or a portion of exhibit space is unavailable because of an act of God, terrorism or war, WSA has no obligation to exhibitor and is excused from performance of its obligations and undertakings under this contract and any consequences from its nonperformance. No refund will be provided under these circumstances. WSA makes no guarantee of the number of show attendees and has no responsibility to exhibitor resulting from the amount of attendees.
- 22. MINIMUM AGE OF ATTENDEES:** No children under the age of 16 will be admitted on the exhibit floor during set up. During show hours, a signed release by a parent or guardian is required. This is in compliance with the WSA insurance policy and will be strictly enforced.
- 23. SHOW ATTENDANCE LIST:** Within eight weeks of the close of the show, the buyer registration list of registered show attendees will be available, upon request, to WSA members.
- 24. PROHIBITION OF SELLING PRODUCT & TAKING ORDERS FOR SHOW DELIVERY:** WSA provides space for manufacturers to exhibit and demonstrate products on the basis of their potential commercial value, and not for the purpose of selling on the exhibit floor. All exhibitors will be required to adhere to such rules and regulations as may be established by the U.S. Internal Revenue Service to ensure continued income tax exemption for the WSA Show.
- 25. GENERAL REQUIREMENTS:** All matters and questions covered in the "Rules & Regulations" may be amended at any time by WSA Management. Such Amendments or additions shall be equally binding on all parties affected by the original "Rules & Regulations."