

2017 Groundwater Week Exhibiting/Sponsorship

Terms and Conditions

NGWA event disclaimer

NGWA events are open to all business entities that provide goods and services to NGWA members and attendees, and meet the criteria established by the board. NGWA does not endorse nor evaluate the products or services of the sponsor. Therefore, the fact that a business entity sponsors an NGWA event should not be considered as an endorsement by NGWA.

NGWA rules/regulations

NGWA will not be bound to any verbal agreements, representations, or statements between sponsors, staff, and/or any other parties unless confirmed and signed in writing by the show management (NGWA). Sharing space or subleasing is prohibited. All signs, displays, persons, marketing material, and products in the booth(s) must be related to the exhibiting company or its subsidiaries.

Exhibit payment terms and cancellation policy

Exhibit space for Groundwater Week will only be reserved with a signed agreement. 50% of total due must be paid by March 31. Balance of exhibit space is due 90 days prior to the event date. Exhibit space contracted for less than 90 days prior to event must include full payment when contract is submitted.

Failure to pay balance of fees by due date shall be considered a material breach of the agreement and may result in cancellation of exhibit space. Upon such breach, exhibitor shall forfeit deposits paid and NGWA reserves the right to resell forfeited exhibit space. Requests for cancellation must be made in writing and sent to sales@ngwa.org. Cancellations received 90 days prior to the event date will receive 50% back. Cancellations made 89 days or less will result in no refund.

Companies must maintain a "company" membership to receive the membership rate for exhibit space.

Sponsorship payment terms and cancellation policy

Sponsorships may be paid for in installments, according to the following schedule: 50% deposit of the total sponsorship is due with the submission of this contract; the remaining 50% will be due 90 days after submission. Failure to pay balance of fees by due date shall be considered a material breach of the agreement and may result in cancellation of sponsorship. Upon such breach, sponsor shall forfeit deposits paid and NGWA reserves the right to resell forfeited sponsorship to another company. Requests for cancellation and refunds must be made in writing and sent to sales@ngwa.org. NGWA will retain 25% of the total contracted sponsorship amount for cancellation requests received 200 days or more prior to the event date and 50% of the total contracted sponsorship amount 120–199 days prior to the event date. Cancellations made 119 days or less prior to the event date forfeit 100% of monies paid. The total fee for sponsorship is nonrefundable 119 days prior to the event date, and should a balance remain, the sponsor will be obligated to pay the full balance of the sponsorship contracted. NGWA shall not be liable for any interest on any amount refunded. Late payments may result in forfeiture of sponsorship.

Exhibits

Exhibit space at Groundwater Week is designated in two specific categories: booths and bulk spaces. Booth space is configured in increments of 10 × 10 ft. in a single, multiple, peninsula, or island arrangement. Bulk space is space available only to exhibitors of drilling rigs, trucks, trenchers, or other heavy or oversized equipment. Management of Groundwater Week reserves the right to determine whether an exhibitor qualifies for bulk space.

Character of exhibits

The overall appearance of the exhibit hall at Groundwater Week shall be open. All exhibits must be visibly accessible and afford an unobstructed view to the greatest extent possible. For the purpose of this rule, the term "display material" includes anything in the exhibit booth except for actual full-scale machinery or equipment. Therefore it includes, but is not limited to, back walls, side walls, lighting fixtures, and signs. Models of machinery and equipment will also be classified as display material. Character of exhibits shall be subject to approval of show management. The right is reserved to refuse the applications of concerns not meeting standards required or expected, as well as the right to curtail or to close exhibits or parts of exhibits that reflect unfavorably on the character of the meeting. Overhead features like banners, and any sponsored food/beverage items must fit within the exhibit space contracted.

New equipment and products

All equipment and products on display must be new with the exception of remanufactured components, which must be like new when displayed.

Fire regulations

All materials used in the exhibit hall shall be fireproofed and conform to all fire department regulations. No decorative paper of any kind shall be permitted. Strict compliance with fire regulations is mandatory. Storage of materials under tables or behind draperies is prohibited. Empty boxes must be disposed of immediately. No storage is permitted behind draperies or by electrical outlets. The fire marshal has authority to issue citations and give instructions to remove items not in compliance.

Move-in/move-out schedule

Please refer to your event confirmation for exact details. Exhibits must be set up when event opens. Tear-down begins when the event closes. Violators will forfeit points in the NGWA priority points system.

Priority points system for Groundwater Week

Participating companies must have an active NGWA company/corporate membership on September 1 of current year to participate in the priority points system. Companies earn one (1) point for every \$100 spent on all NGWA products and services, including but not limited to: exhibit space and sponsorships at all NGWA events; advertising, both print and digital; and contributions to NGWA Foundation during the previous three- (3-) year time period. A period runs from October 1 through September 30. In addition to receiving priority points, companies must maintain a "company" membership to receive the membership rate for exhibit space.

Assignment of space

On October 1, or next business date if October 1 falls on a weekend, 10 companies will be randomly drawn from the pool of companies with current Groundwater Week exhibit contracts and assigned, in the order drawn, the first 10 on-site space selection appointment times. All remaining companies will be assigned a date and time for on-site space selection in the order of their total priority points. In the event of a tie, those companies will be assigned a single block of time and space will be assigned on a first come, first served basis. Companies missing their assigned time or the submission deadline will be allowed to participate during the next available appointment time. Space remaining after the on-site booth selection will be allocated on a first come, first served basis until all booth space is sold. NGWA reserves the right to relocate an exhibitor's booth space due to modifications of the exhibit facility, fire marshal regulations, or any other reason.

Heavy equipment displays

All heavy equipment shall be displayed indoors in assigned areas. More than one piece of equipment may be displayed in the space rented and approval by fire marshal, provided the entire display does not exceed the size of the space rented. All equipment for bulk display spaces will be parked by scheduled appointment, at the targeted time specified in a letter to the exhibitor approximately four weeks prior to the show. If the equipment is not on hand to be parked at the assigned time, the space assignment could be forfeited if the location makes it necessary to park the next equipment in line. Heavy equipment must abide by and adhere to all fire and safety regulations. In addition, there are some regulations that apply specifically to heavy equipment displays. Rig manufacturers shall not be allowed to start up their machines or utilize their hydraulic equipment once rigs are parked in their assigned position. The exposition floor shall be protected from potential oil leaks with a protective covering where necessary. If rig jacks are used, pads with surface of eight (8) square feet shall be used beneath each jack. The **USE OF BATTERY PACKS** on the exhibit hall floor during show hours **IS PROHIBITED**. Operation of gasoline-powered vehicles will be permitted during move-in and move-out periods. However, all fueling of vehicles must be accomplished outside the exhibit hall. Gasoline vehicles may not be operated in the exhibit area during show hours. Gasoline tanks must be locked and taped; the battery must be disconnected. The amount of gasoline in the tank should be minimal—enough to permit move-in and move-out. Any damage done to the exhibit hall floor by excessive oil leaks shall be financially absorbed by the rig manufacturer. Battery cables shall be disconnected and LP gas tanks removed. No banners may span or protrude into an aisle or neighboring exhibitor's display space. Company name signs that are regularly affixed to equipment when sold to the customer are permissible regardless of height. No display may span an aisle by roofing or floor covering of any kind.

Restrictions

Any alcoholic beverages distributed by exhibitors must be purchased from the official concessionaire and in accordance with local and state law. No live animals will be permitted on the exhibit floor. No helium balloons are permitted in the exhibit hall. No carts, hand trucks, etc., are permitted on carpeted surfaces. All food items and novelties must be arranged through the facility's exclusive concessionaire.

Light fixtures

No exhibitor shall install any floodlight fixtures that may cause the light coming from them to shine in other exhibits or in the eyes of guests, or which are objectionable to other exhibitors.

Photography/videotaping

Photography and videotaping are prohibited without the written permission of NGWA. By virtue of completing this agreement, you grant NGWA full rights to use any photos/videos/recordings containing your likeness taken during the routine business course of the event, by NGWA or its official representatives, to be used in any future promotional endeavors of NGWA and its affiliates, without any further notification or expectation of compensation.

Signs, sightlines

No signs may be displayed in an exhibitor's booth or bulk space claiming special discounts or pricing policies that may be in effect during the show. Displays shall be designed in such a manner as not to interfere with the sightlines of adjacent and neighboring booths. Back walls of displays shall not extend more than five (5) feet from rear of booth. Any display fixtures more than four (4) feet in height must be confined to the area of the booth that is at least five (5) feet from the aisle line. Raw wood or cardboard wings shall be painted or appropriately covered if visible in the display area. The side frames of pop-up display booths must be covered with drape to cover the frame. Drape may be ordered from the service contractor. Displays will be no higher than eight (8) feet within all booth spaces (includes bulk and island spaces). Signage suspended above bulk and island spaces shall be no higher than 22 (twenty-two) feet from top of

sign to floor and no shorter than 12 (twelve) feet from bottom of sign to floor. Any requested exceptions must be addressed to NGWA show management.

Attendee list

Exhibitors will be issued a one-time preshow and postshow list for marketing purposes containing contact information in accordance with NGWA's privacy policy (<http://www.ngwa.org/About/Pages/Privacy-Policy.aspx>). Abuse of this one-time-only rule may result in expulsion from future NGWA events.

Sound/audiovisual/demonstration restrictions

Sounds for presentations must be maintained at a sufficiently low level so as not to interfere with other exhibitors. Music is not permitted. Any demonstration of products or services must be conducted within the confines of the exhibitor's own booth space.

Unoccupied space

Space assignment could be forfeited if there is a balance due 90 days or less to the event date and show management has a waiting list for space. In the event that no representative of an exhibiting company has claimed its exhibit space by 12 noon on opening day of the event, or fails to comply with any other provisions concerning the use of space, show management will have the right to take possession of the space and lease all or any part of it to other exhibitors upon such terms as deemed proper. No refund will be made in the case of forfeiture.

Outside activities

No exhibitor shall operate or participate in the operation of any exhibit, demonstration, activity, or event during established show hours within the show city except with its sales staff or sales representatives and in its assigned exhibit space. Nothing in this provision shall be interpreted to curtail the normal, established manufacturing activities of an exhibitor within the show city. However, no tours of these facilities shall occur during show hours. Exhibitors may advertise in their exhibit space for plant tours to occur at any time **OTHER THAN SHOW HOURS**.

Admission

Admission to the events will be by official NGWA registration badges only, which must be worn at all times. Badges are nontransferable and must be worn by the person whose name is on the badge. NGWA shall have sole discretion over the admission of persons visiting the event.

Sponsorships

Sponsorships provide naming rights and promotional privileges; however, sponsorships involving food or beverage do not include the cost of food and beverage products. Sponsor will make their selections and payment arrangements with the official concessionaire/vendor.

Official sponsor/exhibitor representative

By signing this contract, incorporating these terms by reference, the sponsor/exhibitor agrees to abide by these rules and regulations, and by the decisions of NGWA. This contract will also become binding on both the sponsor and the Association upon its acceptance by NGWA.

Sponsor logo specs

Upon completion of the agreement, please email your logo to sales@ngwa.org. Logos need to be 300 dpi for print and 72-96 ppi for digital. Files accepted are JPG, TIF, and EPS.

Antitrust advisory

NGWA members and staff are responsible for ensuring that all of their activities are within the antitrust laws. Penalties and convictions for violation are severe for individuals, their companies, and the Association. Lawsuits are costly to defend and can severely impede the Association's operations or existence. The following topics should not be discussed or be the subject of any type of agreement among competitors, whether formal or informal, express or implied:

- Prices to be charged to customers or suppliers; it is illegal to fix selling prices (maximum, minimum, or otherwise)

- Methods by which prices are determined or plans to change prices; it is illegal to agree to change prices at the same time
- Advertising prices; such agreements are illegal
- Plans to not sell at less than a certain markup even if there is no agreement as to the precise price to be charged
- Fixing buying prices for raw materials
- Not buying from, selling to, or dealing with particular persons or classes of customers or prospective customers
- Limiting production
- Dividing market
- Refraining from bidding for an order or job
- Not selling in a particular market area
- Exchanging of specific customer prices among competing sellers
- Discontinuing selling to one or more customers for nonpayment of bills or otherwise.

Indemnification

Sponsor/exhibitor hereby agrees to indemnify, save, and hold harmless NGWA and its subsidiaries, affiliates, related entities, partners, officers, directors, employees, attorneys, heirs, and successors from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys’ fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any act or omission by sponsor or any of its officers, directors, employees, or agents; (ii) any use of sponsor’s name, logo, website, or other information, materials, products, or services provided by sponsor; and/or (iii) the inaccuracy or break of any of the covenants, representations, and warranties made by sponsor/exhibitor in this

agreement. This indemnity shall require the payment of costs and expenses by sponsor as they occur. NGWA shall promptly notify sponsor upon receipt of any claim or legal action referenced in this section. The provisions of this section shall survive any termination or expiration of this agreement.

Amendments

The show management reserves the sole and exclusive right to amend, modify, or change, from time to time, the rules and regulations herein contained so as to affect the terms and conditions of the agreement and, upon reasonable notice to exhibitor, the exhibitor agrees to comply with such amendments, modifications, or changes as if fully and originally written herein.

Interpretation

The show management shall be the interpreter of the requirements of this agreement and its decision shall be final. In the event of a dispute, this agreement shall be construed in accordance with the laws of the State of Ohio, and any proceedings in Franklin County, Ohio.

Agreement

Notwithstanding anything to the contrary herein contained, the sponsor/exhibitor agrees that this agreement is subject to the terms of a lease agreement between NGWA and the event facility, under which NGWA or NGWA Groundwater Week has leased the premises of which the exposition space herein let is a part. Sponsors/exhibitors shall honor the contractual agreements between the exhibit facilities, local union groups, and/ or exclusive contractors. This agreement constitutes the entire agreement between the parties and cannot be amended, modified, or changed without a subsequent agreement in writing signed by the parties, except as set forth in the aforementioned paragraphs.

I certify that I am authorized to sign on behalf of my company.

Signature _____

Print name _____

Company _____

Email _____

Date _____

National Ground Water Association

Signature _____

Print name _____

Date _____

