



# **Exhibitor Guidelines and Agreement**

## **FET - Federation of Environmental Technologists, Inc. ENVIRONMENT 2018 Conference & Exhibition**

**Country Springs Hotel/Ingleside Hotel, Pewaukee, Wisconsin • October 24 & 25, 2018**

**Welcome!** You are invited to exhibit at Environment 2018 Conference & Exhibition hosted by the Federation of Environmental Technologists. FET's goal is to provide a high quality, good value Conference for environmental training, information gathering and networking opportunities. This is a great way for your company to bring the latest innovations and services to professionals in the environmental field.

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, by and between Federation of Environmental Technologists, Inc. ("FET"), a Wisconsin non-stock, non-profit corporation, and \_\_\_\_\_ ("Exhibitor").

**Recitals:** FET intends to sponsor ENVIRONMENT 2018 at the Country Springs Hotel/Ingleside Hotel, Pewaukee, Wisconsin (the "Hotel"), on October 24 & 25, 2018. As part of ENVIRONMENT 2018, an exhibition will be held for the marketing by various vendors of environmental products and services at the Hotel (the "Exhibition"); and Exhibitor wants to display its goods and market its services as described below at the Exhibition. FET is willing to allow Exhibitor to display its goods and market its services at the Exhibition but only on the terms and conditions set forth herein. In consideration of the recitals set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Premises, Location and Dates.** FET does hereby lease, let and demise unto Exhibitor, and Exhibitor does hereby take from FET an area at the Exhibition, which shall be used by Exhibitor for the display and marketing of the goods and services of Exhibitor (the "Booth"). The Booth assigned to Exhibitor shall be chosen by FET, in FET's sole discretion.

**Exhibition Location:** Country Springs Hotel/Ingleside Hotel, 2810 Golf Road, Pewaukee WI 53187

**Exhibition Dates:** Wednesday, October 24, 2018 and Thursday, October 25, 2018

### **2. Booth Specifications.**

Booth includes the following:

- Booths 1P – 46 - standard booth size of 8' high; 10' wide and 8' deep. Side dividers are 3' high.
- Booths 47 – 56 - table top booth size of 8' high; 8' wide and 6' deep. Side dividers are 3' high.
- 7" x 44" exhibition identification sign
- One draped 8' x 18" table (grand ballroom) or one draped 6' x 30" table (lobby) provided by hotel
- 2 chairs provided by hotel
- Electricity provided by hotel (500 watts)

All of the foregoing references to size including height, width and length are approximations; FET may convert conventional space into a free form that shall constitute the Booth. The Exhibitor will limit his display to a reasonable size and weight within the boundaries of the Booth. Exhibitor shall not nail, staple, tape, tack or in any other manner fasten any items to the Booth. A service kit will be sent to Exhibitor along with the Booth assignment, confirmation, general information and an order form for rental of additional booth furniture, electrical, additional carpeting, cartage and labor.

Exhibitor shall not share its Booth with any other person or entity.

**3. Term.** The term of this lease shall be 2 days, commencing at 7:45 am on Wednesday, October 24, 2018 and ending at 2:00 pm on Thursday, October 25, 2018. Exhibitor understands that this Agreement is for the term stated herein and that this Agreement imposes no obligation or liability on FET with respect to rental of a booth to Exhibitor at any other meeting, seminar or exhibition.

Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership, joint venture, employer-employee relationship, or association and neither party is an agent of the other party. Neither party is authorized to contract any debt, liability or obligation for or on behalf of the other party. Exhibitor shall not assign its rights or its obligations under this Agreement to any other person without the prior written consent of FET.

**4. Booth Rental Fees.** Exhibitor agrees to pay FET as rental for the Booth the following:

- Booths 1P – 46: \$795.00 FET Members
- Booths 1P – 46: \$995.00 for Non-Members
- **Note: Platinum Booths (1P, 8P, 16P, 17P, 25P, 32P, 33P, 34P) add \$100 to above prices (\$895 FET Members/\$1095 Non-Members); Gold Booths (4G, 5G, 42G, 43G) add \$50 to above prices (\$845 FET Members/\$1045 Non-Members)**
- Booths 47 – 56: \$695.00 FET Members
- Booths 47 – 56: \$895.00 for Non-Members
- Nonprofit exhibitors: \$150.00 (Platinum and Gold booths are not available at the Nonprofit rate; Nonprofit booths will be assigned by FET closer to the Conference date)
- Outdoor Exhibits: \$500.00 (this is in addition to an indoor booth)

**5. Use of Booth.** Exhibitor agrees that it will use the Booth for the display of and the marketing of

\_\_\_\_\_ (“Exhibitor’s Goods and Services”). Exhibitor agrees that it will display only those items which have been approved in advance by FET and Exhibitor understands and agrees that FET, in its sole discretion, may refuse at any time to allow Exhibitor to display any items which for any reason FET deems inappropriate. Exhibitor agrees that it will not close sales while at the Exhibition nor use or permit the Booth to be used for any illegal, disorderly or improper purpose or in violation of any laws, ordinances or rules or regulations, including any fire codes, health regulations, electrical codes, ordinances and rules and regulations established by the City of Waukesha, FET, the National Association of Exposition Managers, the Exposition Service Contractors Association or the Hotel. Exhibitor agrees to keep the Booth neat, clean and free of debris at all times during the Exhibition.

Exhibitor shall not conduct any illegal lottery, contest, promotion, scheme or device involving the award of any prize, gift or privilege.

**6. Licenses and Permits.** Prior to the date of the Exhibition, Exhibitor shall obtain and have in force all licenses and permits required to be obtained from any governmental authority in connection with the sale and marketing of Exhibitor’s Goods and Services at the Exhibition.

**7. Hours of Operation.**

- Wednesday, October 24, 2018                      7:45 am – 6:30 pm
- Thursday, October 25, 2018                      8:00 am – 2:00 pm

**Exhibitor’s Booth must be open at all times during the hours of operation of the Exhibition up to and including 2:00 pm on October 25, 2018. At least one person representing Exhibitor must be in the Booth at all times during the hours of operation of the Exhibition except during lunch hours specified in the final conference program.**

**8. Installation of Exhibit.**

- Tuesday, October 23, 2018                      4:00 pm – 8:00 pm
- Wednesday, October 24, 2018                      7:00 am – 7:45 am

Exhibitor understands and agrees that Exhibitor’s Booth must be set up and ready for operation no later than 7:45 am on October 24, 2018.

**9. Dismantling of Exhibit.** Early closure (before 2:00 pm) of an Exhibitor Booth may result in loss of the right to exhibit at future FET programs, including loss of priority placement at future FET conferences.

**Exhibitor shall remove its goods and all of its property from the Exhibition grounds (indoor and outdoor) within 3 hours following the official closing of the Exhibition. Exhibitor has from 2:00 – 5:00 pm on October 25, 2018 to vacate the Grand Ballroom and Parking Lot.**

Any goods and property not removed by Exhibitor within 4 hours after the official closing of the Exhibition shall be considered abandoned and FET may dispose of said goods and property in any manner FET deems fit. FET shall be reimbursed by Exhibitor for any expenses incurred by FET in disposing of said goods.

Exhibitor shall leave the Booth in the condition in which the Booth was received by Exhibitor prior to commencement of the Exhibition and Exhibitor shall be responsible for the removal and disposal of all boxes, signs, displays or any other items used by Exhibitor in the Booth during the course of the Exhibition. If Exhibitor fails to leave the Booth in the condition in which the booth was received by Exhibitor, FET shall have the right to clean up Exhibitor’s Booth and the cost of said clean-up shall be billed to and paid for by Exhibitor.

**10. Exhibitor Registration.** Exhibitor shall pre-register all booth personnel who will be at booth during hours of operation, including individual(s) who will be attending the conference. A Personnel Registration form will be sent prior to exhibition. Conference packets and name badges will be provided at each booth.

**11. Indemnification and Liability Insurance.** Exhibitor understands that the Exhibition grounds are the property of the Hotel. Exhibitor agrees to indemnify and save harmless FET, its officers, employees and agents and the Hotel, its officers, employees and agents, against and from any and all claims, actions, causes of action, damages, costs and expenses including reasonable attorney's fees, arising from or relating in any way to the conduct or management of Exhibitor's business at the Exhibition and ENVIRONMENT 2018. It is further understood and agreed that FET, its officers, employees and agents, and the Hotel, its officers, employees and agents shall not be liable for any damage whatsoever to person or property sustained by the Exhibitor, its employees, agents, invitees or customers. Exhibitor hereby waives all claims, actions, causes of action, damages, costs and expenses which Exhibitor, its employees, agents, invitees or customers may have against FET, its officers, employees, and agents or the Hotel, its officers, employees and agents for any damage whatsoever to person or property sustained by Exhibitor, its employees, agents, invitees or customers.

Exhibitor agrees to carry and pay the premiums for public liability insurance, insuring itself and FET, its officers, agents and employees and the Hotel, its officers, employees and agents against injury to property, person or loss of life arising out of the use and occupancy of the Exhibition grounds, with limits of liability of at least One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Exhibitor shall provide to FET, at least twenty (20) days prior to ENVIRONMENT 2018, a certified copy of said policy of public liability insurance, which must provide that the policy will not be canceled without ten (10) days prior notice to Exhibitor and FET.

**12. Inspection.** FET shall have the right to inspect the Booth and Exhibitor's Goods at any time.

**13. Default.** In the event Exhibitor shall fail to comply with any of the terms and conditions of this Agreement, FET may terminate this Agreement immediately, in which case FET shall have no further liability or obligation to Exhibitor. FET's rights under paragraph 12 shall include but be not limited to the right to expel Exhibitor from the Booth and Exhibition. Failure of or delay by FET to exercise its rights under paragraph 12 shall not be deemed a waiver of its rights nor shall said failure or delay preclude any other or further exercise of FET's rights hereunder.

**14. Cancellation.** FET presently intends to sponsor ENVIRONMENT 2018 and the Exhibition. If for any reason ENVIRONMENT 2018 or the Exhibition is canceled at any time, whether prior to or during ENVIRONMENT 2018, FET shall have no obligation or liability to Exhibitor, including any liability or obligation because of any loss or damage sustained by Exhibitor as a result of said cancellation. Notwithstanding the foregoing, if ENVIRONMENT 2018 or the Exhibition is canceled prior to October 23, 2018, or if Exhibitor makes a written request to FET no later than June 30, 2018, Exhibitor will be entitled to a full refund of the rental fee.

Cancellation of ENVIRONMENT 2018 or the Exhibition for some but not all hours of operation of the Exhibition shall not relieve Exhibitor of its obligation to be open during all other hours of operation of the Exhibition.

**15. Conference Operations.** FET has the absolute right to control and to determine all events or activities in connection with ENVIRONMENT 2018 and the Exhibition and to make all decisions with respect to operation of ENVIRONMENT 2018, the Exhibition and the Booth. The Exhibitor agrees not to hold any programs, meetings, sales or social functions that are in conflict with any hours of operation of ENVIRONMENT 2018 or the Exhibition. Exhibitor agrees to abide by all decisions made by FET with respect to operation of ENVIRONMENT 2018, the Exhibition and the Booth, including any decisions made during ENVIRONMENT 2018.

In connection with the operation of the Exhibition, FET will enter into agreements with persons who timely submit a signed Exhibitor Agreement and pay the rental fee, in full, to FET. Notwithstanding the foregoing, Exhibitor understands that Exhibition and Booth space is limited and will be awarded on a first come first served basis.

**16. Other.** In the event any one or more of the provisions contained in this Agreement shall for any reason be declared invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Agreement contains the entire agreement between the parties and no oral or written representations or agreements between the parties with respect to the subject matter of this Agreement shall be of any force and effect.

**17. Hospitality Room.** Hospitality Room Contributors will have a sign posted in the hospitality suite used by FET during the conference and listed as a contributor during the conference proceedings.

**18. Outdoor Exhibit.** Outdoor displays, for use to display and market equipment, will be in the Hotel Parking Lot. The exhibit dates, set-up, display and dismantle times shall be the same as the indoor exhibits (see Items 7, 8 and 9 in this contract). Space specifications are as follows:

- The Exhibitor shall inform FET Staff of the number of parking spaces the equipment will use.
- Equipment is to be self-powered.
- The Exhibitor will limit their display to a reasonable size and weight within the boundaries of the pre-determined parking spaces.
- Exhibitor shall not share its outside space with any other person or entity.

Outdoor rental space is \$500.00.

The Outdoor Exhibit space shall be used as the secondary booth, with the original booth in the exhibit hall to be the primary means of display and marketing of the goods and services of Exhibitor. Exhibitor is responsible for promotion and access to Outdoor Exhibit.



# Exhibitor Contract for FET Environment 2018 Conference

**Sign and return contract to:** FET, W175 N11081 Stonewood Dr #203, Germantown, WI 53022; Fax 262-437-1702; juliejansett@fetinc.org

**Contact Information:**

Company Name \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

*The person listed will receive all subsequent exhibitor material, including the service kit and next year's contract.*

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Website Address \_\_\_\_\_

Description of product/service \_\_\_\_\_

Approved By \_\_\_\_\_  
Name Title Date

Signature \_\_\_\_\_

**Booth Location Requests:** 1<sup>st</sup> Choice \_\_\_\_\_ 2<sup>nd</sup> Choice \_\_\_\_\_ 3<sup>rd</sup> Choice \_\_\_\_\_ Outdoor Display \_\_\_\_\_

For location options, refer to enclosed floor plan. If requests for a location cannot be accommodated, FET reserves the right to place exhibitor in an appropriate alternate space.

**Booth Fees (unless specified below):** \$795 FET member/ \$995 non-member/ \$150 Nonprofit / \$500 Outdoor Exhibit

**Gold Booths - 4G, 5G, 42G, 43G:** \$845 FET member/\$1045 non-member

**Platinum Booths - 1P, 8P, 16P, 17P, 25P, 32P, 33P, 34P:** \$895 FET member/ \$1,095 non-member

**Booths 47 - 56:** \$695 FET member/\$895 non-member

**Payment Due Date:** Payment for booth is due with signed Contract.

**Payment Enclosed:** \$ \_\_\_\_\_ (Payable to FET)

**Please Invoice**

PO # \_\_\_\_\_ (optional)

Email \_\_\_\_\_ (required)

**We Want to be a Hospitality Room Contributor**

See Item 17 for additional information.

\$50 \_\_\_\_\_ \$75 \_\_\_\_\_ \$100 \_\_\_\_\_ Other \$ \_\_\_\_\_

**Payment by VISA / MC / AmEx / Discover**

Credit Card # \_\_\_\_\_

Expiration Date \_\_\_\_\_ CVV: \_\_\_\_\_

Name on Card \_\_\_\_\_

Address (if different than above)  
\_\_\_\_\_  
\_\_\_\_\_

IF PAYING BY CREDIT CARD, SUBMIT VIA MAIL/ FAX/ PHONE ONLY. Credit card payments cannot be processed without valid address, phone and email.

**CANCELLATION:** A signed contract is a commitment by the Exhibitor to exhibit at the conference. Therefore, after a contract is received by FET, the Exhibitor is liable for the full rental fee. If Exhibitor makes a written request for cancellation to FET no later than June 30, 2018, Exhibitor will be entitled to a full refund of rental fee. **THERE WILL BE NO REFUND FOR CANCELLATIONS MADE AFTER JUNE 30, 2018.** See item 14 for additional cancellation policies.