

EXHIBITOR'S AGREEMENT
2005 WVLA ANNUAL CONFERENCE
Clarion Hotel & Conference Center
Shepherdstown, WV
October 3 – 5, 2005

EXHIBIT RULES AND REGULATIONS

The following rules and regulations are incorporated by reference into the Exhibitor's Space Application and shall govern the use of the exhibit space contracted for as if they had been fully set forth in the Exhibitor's Space Application. These regulations are established for the mutual protection of WVLA and the exhibitors. It is the responsibility of the exhibiting firm to be fully familiar with these regulations and to see that each member of the firm attending the conference exhibit is also familiar with the regulations.

1. AGREEMENT FOR SPACE

- The application for booth space, upon acceptance by WVLA, assignment of space and full payment of fees, constitutes an agreement for rental of the space assigned.
- The agreement will not be binding upon WVLA in the event of strikes or other circumstances beyond WVLA control.

2. PAYMENT FOR SPACE

- Applications must be accompanied by the full payment, made payable to West Virginia Library Association.
- WVLA reserves the right to delay space reservations if the full amount is not received with the application.

3. CANCELLATION OR WITHDRAWAL

- Upon giving written notice the exhibitor may cancel or withdraw from exhibiting at the 2005 conference subject to the following conditions and restrictions.
 - Written cancellations received within 15 days application is received and before October 1, 2005 - FULL REFUND.
 - Written cancellations received 15 days after application is received and before October 1, 2005 - \$50.00 CHARGE WITHHELD FROM REFUND.
 - Written cancellations received after October 1, 2005 - NO REFUND.
- WVLA will have the right to use the cancelled space to suit its own convenience, including sale of the space to another exhibitor without any rebate or allowances to the cancelled exhibitor.

4. ALLOCATION OF SPACE

- Applications will be dated and time of receipt applied, allowing for a first-come first-served approach to assigning spaces.
- WVLA reserves the right to alter the exhibit floor plan, or change space assignments in the event of emergency and/or in the interest of any exhibitor. In such event, exhibitor(s) affected will be notified.

5. OCCUPANCY OF SPACE

- Installation may begin on Sunday, October 2, 2005 at 6:00 p.m. and should be completed no later than Noon on Wednesday.
- Vendors will be notified of any difference in the time schedule.
- WVLA reserves the right to occupy any space not occupied on the opening day.
- Final closing time for exhibiting will be designated by WVLA and no dismantling or packing may be started prior to closing time.

6. USE OF SPACE

- All demonstrations or other activities must be confined to the limits of the exhibit booth space.
- Displays shall not be placed in such manner as to interfere with other exhibitors.
- No exhibitor shall assign, sublet, or share space allotted.

7. RESTRICTIONS IN OPERATIONS OF EXHIBITS

- WVLA reserves the right to restrict exhibits which because of noise, method of operation, materials, or any reasons, become objectionable, and also to prohibit or even evict any exhibit that in the opinion of the management may detract from the general character of the exhibit as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that the management determines is objectionable to the exhibit. In the event of such restriction or eviction, WVLA is not liable for any refunds or rentals or other exhibit expenses.
- Showing of projected pictures will only be permitted within the confines of the exhibitor's booth.
- Exhibitor's operating sound reproducing equipment will be expected to keep the sound at a reasonable volume in order to avoid disturbing, or interfering with other exhibitors.

8. CARE OF BUILDING AND EQUIPMENT

- Exhibitors, or their agents, shall not injure or deface the walls or floors of the building, the booths, or the equipment of the booths. When such damage occurs, the exhibitor is liable to the owner of the property so damaged.

9. LIABILITY AND INSURANCE

- WVLA or The Stonewall Resort (including their officers, representatives, conference committee and any individuals, or firms retained by it to assist in exhibit work) shall not be responsible for or liable for any bodily injury or property damage, loss or destruction that may occur to the exhibitor, or to any of the exhibitor's employees, personnel, or property, prior to, during, or subsequent to exhibitor's use and occupancy of the exhibit booth space during the period of time contracted for thereunder.
- Exhibitors are advised to consult their insurance brokers for proper coverage on display material from the time it leaves their company's premises until its return. In most cases, a rider can be added to a current policy for a nominal cost.

10. MISCELLANEOUS REGULATIONS

- WVLA reserves the right to determine the eligibility of any company or organization to exhibit.
- WVLA reserves the right to make changes in the time schedule or in the general plan of the exhibit if the changes are deemed in the best interest of exhibitors and the exhibit in general.
- Drawing for prizes may be conducted by exhibitors within their exhibit area if done in a dignified manner.

These regulations have become a part of the contract between the exhibitor and WVLA. They have been formulated in the best interest of the exhibitors. The management respectfully asks the full cooperation of the exhibitors in their observance. All points not covered are subject to the decision of the management.