

EVERYTHING UNDER THE SUN EXPO EXHIBIT SPACE APPLICATION & CONTRACT
February 23-24, 2024 • Orange County Convention Center West Hall E • Orlando, Florida



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Company Information (to be published in Show program guide and online)

Company _____
Mailing Address _____
City _____ **State/Province** _____
Zip/Postal Code _____ **Country** _____
Phone _____ **Web site:** _____
Facebook: _____ **LinkedIn:** _____ **Twitter:** _____

Exhibit Space – floorplan www.UnderTheSunExpo.com

1st Choice _____ 2nd Choice _____ 3rd Choice _____
 4th Choice _____ 5th Choice _____ 6th Choice _____

Corner Booth requested (Corner booth spaces are \$100 additional.)

Products Exhibited _____

Please list competitors you DO NOT wish to be assigned nearby: _____

Show Contact: (not published; for booth confirmation, service kit and pertinent info) **On-site Show Contact:** (not published; for issues pertaining to on-site operations)

Name: _____ **Name:** _____
Direct Phone: _____ **Cell Phone** _____
E-Mail: _____ **E-mail:** _____

Booth Space		Booth Rate	Discount Booth Rate (Check or ACH payments)	Corners & Islands
Standard Booth Space Rates		<input type="checkbox"/> \$ 21.00 per sq. ft.	<input type="checkbox"/> \$ 20.50 per sq. ft.	+ \$1.00 per sq. ft.
Florida Swimming Pool Assoc Member Rates (Blue Supplier membership category required for discount)		<input type="checkbox"/> \$ 20.00 per sq. ft.	<input type="checkbox"/> \$ 19.50 per sq. ft.	+ \$1.00 per sq. ft.
FSPA Members 400 sf or larger Island Booths (Blue Supplier membership category required for discount)		<input type="checkbox"/> \$ 18.50 per sq. ft.	<input type="checkbox"/> \$ 18.00 per sq. ft.	
Booth Packages (for 10x10 booths only)		Package Rate	Discount Package Rate	Corner Booth
Package A	100sf booth, blue carpet, (2) chairs, (1) 6' draped table, wastebasket, lead retrieval	<input type="checkbox"/> \$2,830.00	<input type="checkbox"/> \$2,780.00	+ \$ 100.00
Package B	100sf booth, blue carpet, (2) chairs, (1) 6' draped table, wastebasket	<input type="checkbox"/> \$2,575.00	<input type="checkbox"/> \$2,525.00	+ \$ 100.00
Sq ft _____ x Booth rate \$ _____ = Booth \$ _____ + Corner premium \$ _____ = \$ _____ (A)				

Sponsorships & Advertising

Program Guide Advertising	<input type="checkbox"/> Logo with listing \$200	<input type="checkbox"/> ¼ page 4/C \$350	<input type="checkbox"/> ½ page 4/C \$600	<input type="checkbox"/> Full Page 4/C \$1,200
Website	<input type="checkbox"/> Website Block Ad \$250	<input type="checkbox"/> Social Media Sponsor \$500	<input type="checkbox"/> Website Banner Ad \$400	<input type="checkbox"/> Online Registration \$7,500
Exhibit Hall	<input type="checkbox"/> Product Showcase \$300	<input type="checkbox"/> Restroom \$1,500 each	<input type="checkbox"/> Charging Station \$5,000	<input type="checkbox"/> Lanyard Sponsor \$7,500 (exclusive)
Education Programs	<input type="checkbox"/> Education Break Sponsor \$1,000	<input type="checkbox"/> Hands-On Course Inside Exhibit Hall \$550	<input type="checkbox"/> Daily Education Sponsor \$1,000	<input type="checkbox"/> Education Bag Sponsor \$3,000 (exclusive)
Private Party	<input type="checkbox"/> Silver Sponsor \$5,000	<input type="checkbox"/> Gold Sponsor \$7,500	<input type="checkbox"/> Platinum Sponsor \$10,000	
Total Sponsorships & Advertising \$ _____ (B)				

Deposit: Contract submitted prior to November 9, 2023: Contract Total (A + B) \$ _____ x 35% = Deposit \$ _____ After November 9: 100% Due

Note: Amount due is based on booth choice, payment method and FSPA membership status at time of expo.

Select payment option: Check enclosed Email invoice for online credit card payment Email form for ACH payment or wire transfer

Assignments for contracts received prior to July 31, 2023 are based on priorities established by previous Everything Under the Sun Expo participation and date of receipt of contract with deposit. Assignments for contracts received after July 31, 2023 are on first come, first assigned basis. Deposit is non-refundable. Balance due by November 10, 2022.

We agree to abide fully with the terms and conditions of this Exhibit Space Application and Contract, including without limitation the "Exhibitor Rules - Everything Under the Sun Expo" printed on the reverse side hereof. Exhibitor agrees to be bound by and to comply in all respects with said Rules, including by providing proof of General Liability Insurance from February 23-25, 2023. This Exhibit Space Application and Contract becomes an enforceable agreement only when accepted in writing by the FSPA. By providing your contact information and signature, you are authorizing FSPA to send you and your company promotional materials via mail, fax, e-mail or SMS.

Printed Name: _____ Title: _____ Signature: _____ Date: _____

Florida Swimming Pool Association, 2555 Porter Lake Drive, Unit 106, Sarasota, FL 34240 • Ph: (941) 952-9293 • Fax (941) 366-7433 • www.UndertheSunExpo.com • info@FloridaPoolPro.com

FSPA Acceptance: _____ **Date:** _____

OFFICE USE ONLY Date Rec'd: _____ a2z: _____ Dep: _____ Bal: _____ Booth Assigned: _____

EXHIBITOR RULES (Effective July 2020)

EVERYTHING UNDER THE SUN EXPO- Produced by Florida Swimming Pool Association

1. DEFINED TERMS

a. Show. The term "Show" means the Everything Under the Sun Expo, being held at the Orange County Convention Center, Orlando, FL, USA (the "Exhibit Facility"). The Show is produced and managed by the Florida Pool & Spa Association, Inc. d/b/a Florida Swimming Pool Association. As used herein, the term "FSPA" means, collectively, Florida Swimming Pool Association, and each of its officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise.

b. Exhibitor. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into an Exhibit Space Application and Contract upon acceptance by FSPA in the manner stated below, and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

2. CONTRACT ACCEPTANCE

This Contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid in writing by a duly authorized representative of FSPA. Evidence of Contract acceptance will be a formal confirmation of assigned space and the related financial specifics. Exhibitor acknowledges that its final assigned exhibit space may be different from Exhibitor's original requests.

3. QUALIFICATIONS OF EXHIBITOR

FSPA, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Show. Eligibility is limited to persons or firms who or which manufacture, remanufacture, or supply products, tools, equipment, supplies or services used in the pool, spa, backyard and patio industries. Applicants who have not previously exhibited at the Show may be required to submit a description of the nature of their business and the items to be exhibited. FSPA reserves the right to restrict or remove any exhibit, which FSPA, in its sole discretion, believes, is objectionable or inappropriate. FSPA makes no representation concerning any sponsor or exhibitor or its products or services, and the admission to the Show of any sponsor or exhibitor does not constitute an endorsement or recommendation by FSPA of any exhibitor or sponsor or its products or services. FSPA has not undertaken and will not undertake to perform any "due diligence" function as to any sponsor or exhibitor or its product or services, and each exhibitor or sponsor agrees to display only services and products which fully comply with applicable law, regulations and professional standards.

4. ASSIGNMENT OF SPACE AND ATTENDEES

Contracts and deposits are due on or before the published date to qualify for priority point based assignment. All contracts and deposits received after the initial assignment deadline will be assigned on a first-come, first-served basis. Any such assignment does not mean or imply that similar space will be assigned for future Shows. Exhibitor acknowledges that he/she/it is not contracting for a specific booth(s), but rather for the right to participate as an exhibitor at the Show. FSPA reserves the right to change the floor plan or to move Exhibitor to another booth location prior to or during the Show if FSPA in its sole discretion determines that doing so is in the best interest of the Show or is necessary or appropriate to comply with government spacing regulations or guidelines. FSPA makes no representation or warranty with respect to the demographic nature and/or number of exhibitors or attendees.

5. CANCELLATION

a. BY EXHIBITOR. If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving written notice thereof to FSPA in a manner that provides evidence of FSPA's actual receipt of such notice. If written notice of cancellation is received by FSPA 120 days or more prior to the first scheduled move-in day of the Show, Exhibitor will be entitled to a refund of the actual amount paid, less 35% of the total booth fee. If written notice of cancellation is received by FSPA between 75 days and 119 days prior to the first scheduled move-in day of the Show, Exhibitor will be entitled to a refund of the actual amount paid, less a \$500 cancellation fee per booth space (100 square feet), less the non-refundable deposit (35% of the total booth fee). No refunds will be issued for booth space cancelled less than 75 days prior to the first scheduled move-in day of the Show. These dates and cancellation fee amounts shall apply regardless of the date on which this Contract is executed. Exhibitor shall be liable for the total amount of a cancellation fee, irrespective of whether the amount paid by Exhibitor prior to providing notice of cancellation is in excess of the entire cancellation fee due. The cancellation fee amount is considered to be liquidated and agreed upon damages, and not a penalty, for the injuries FSPA will suffer as a result of Exhibitor's cancellation. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would have been interested in applying for it will cause FSPA to sustain damages. In this situation, FSPA's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid, good faith estimate of these damages. The date of cancellation shall be the date FSPA receives Exhibitor's notice of cancellation. FSPA reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space. An Exhibitor may be required to move to a new location if it requests a downsizing of space.

b. BY FSPA. If Exhibitor fails to make a payment required by this Contract in a timely manner, FSPA may terminate this Contract (and Exhibitor's participation in the Show) without further notice and without obligation to refund monies previously paid. FSPA reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to FSPA. FSPA is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best and without releasing Exhibitor from any liability hereunder. FSPA may also terminate this Contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this Contract, without any obligation on FSPA's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If FSPA removes or restricts an exhibit which FSPA considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

c. OF THE SHOW. If FSPA cancels the Show due to circumstances beyond the reasonable control of FSPA (including without limitation acts of God, acts of war, governmental emergency, governmental or corporate travel or other restrictions, pandemic, work stoppage unavailability of the Exhibit Facility, or any cause beyond FSPA's control), FSPA shall refund to each Exhibitor its exhibit space rental payment previously paid, less a pro-rata share of the costs and expenses incurred by FSPA in connection with the Show, in full satisfaction of all liabilities of FSPA to Exhibitor. FSPA reserves the right to re-name or re-locate the Show or change the dates on which it is held. If FSPA changes the name of the Show, re-locates the Show to another Show facility within the same city, or changes the dates for the Show to dates that are not more than 60 days earlier or 13 months later than the dates on which the Show originally was scheduled to be held, no refund will be due to Exhibitor, but FSPA shall assign to Exhibitor, in lieu of the original space, such other comparable space as FSPA deems appropriate, and Exhibitor agrees to use such space under the terms of this Contract. If FSPA elects to cancel the Show other than due to a circumstance beyond FSPA's reasonable control, FSPA shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of FSPA to Exhibitor.

6. REQUIREMENTS OF THE EXHIBIT FACILITY

a. DEFACING OF BUILDING. Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls, or to the standard booth equipment or for damages caused in any other manner. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment.

b. FIRE LAWS. Federal, state and local fire laws and regulations must be strictly observed. Cloth decorations must be flameproof. (Acetate and most rayon drapes are not fireproof.) Wiring must comply with fire department and underwriters' rules. Exhibits cannot block aisles and fire exits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. No explosives, gasoline, kerosene, acetylene or other fuel or combustibles can be brought into the building. A summary of local fire regulations should be requested from fire authorities.

c. ADDITIONAL CONTRACTUAL OBLIGATIONS. Notwithstanding anything to the contrary herein contained, Exhibitor agrees that this Contract is subject to the terms of a certain Lease Agreement between the Florida Pool & Spa Association and the Exhibit Facility under which FSPA has leased the premises of which the Show space herein is a part, as well as all statutes, ordinances, local codes and regulations applicable to display, use, or demonstration of products in these facilities.

7. EXHIBITOR CONDUCT

a. EXHIBITOR REPRESENTATIVES' RESPONSIBILITY. Each Exhibitor must name at least one person to be its representative in connection with installation, operation, and removal of exhibits. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible.

b. EXHIBIT HOURS. Hours and dates for installing, occupying and dismantling exhibits shall be those specified by FSPA. If Exhibitor fails to install its display in its assigned space by 5:00 p.m. on the final move-in date, or leaves its space unattended during the Exhibit hours, FSPA shall have the right to take possession of the space, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during all Show hours. Exhibitor may not dismantle the display until the Show is officially closed by FSPA.

c. SHIPMENT OF EXHIBIT MATERIAL AND EXHIBIT SERVICE REQUIREMENTS. A complete Exhibitor Service Manual will be furnished to each paid Exhibitor by FSPA's official show designer covering these subjects in detail. The Exhibitor Service Manual will include the prices for electrical and other service installations, rental of furniture, draperies, special construction, etc. This information will reach each paid Exhibitor in ample time for advance planning of merchandise shipments and service requirements.

d. USE OF SPACE. The space contracted for is to be used solely for the Exhibitor the name of which or whom appears on the Contract, and it is agreed the Exhibitor will not sublet or assign any portion of same without the written consent of FSPA. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes, and Exhibitor warrants that it is authorized to exhibit the products that are contained within its exhibit booth. All exhibits shall display products or services in a tasteful manner, as determined by FSPA.

e. LABOR. Exhibitors shall comply with local labor regulations to avoid possible delays during set-up and removal. Labor will be made available by the Show's subcontractors.

f. EXHIBITOR'S BUSINESS ENTERTAINMENT / ACTIVITIES. In order to provide maximum attendance on the Show floor and during the Show's educational seminars, the following rules shall apply to all meetings, conventions and expositions of FSPA:

1. There shall be no scheduled group events, including hospitality, entertainment or business-related tours/meetings, presentations or demonstrations conducted either on-site or off-site, during the hours of the educational seminars or the Show without the specific written prior approval of Show Management, which approval may be withheld in FSPA's sole discretion. Violation of this provision can result in loss of priority points for future exhibit space requests.
2. Private or company entertainment shall be limited to personally invited guests only and "blanket" invitations to such entertainment should not be offered without prior written consent of Show Management, which consent may be withheld in FSPA's sole discretion.
3. Company or individually sponsored social events shall not be included as part of the official Show program without prior written consent of Show Management, which consent may be withheld in FSPA's sole discretion.
4. No Exhibitor's entertainment may be scheduled so as to conflict with any of the official events of the Show. Official sponsorships of events will be available through FSPA.
5. Exhibitors shall avoid offering any type of entertainment which is not in keeping with the high standards or decorum of the industry or which might bring adverse criticism upon FSPA, as determined by FSPA.
6. Exhibitor requests for Hospitality Suites and/or Hospitality Events should be made through Show Management.

g. SUITCASING POLICY / NO SUITCASING. While all meeting attendees are invited to the exhibit hall, any attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Rules, will be asked to leave immediately. Additional penalties may be applied. Any violators observed should be reported to Show Management. Show Management recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite; a restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the exhibition floor and at other events. Show Management must be informed of any hospitality suites, and the written consent of Show Management, which consent may be withheld in FSPA's sole discretion, must be received prior to any such hospitality suite event.

8. EXHIBITOR DISPLAYS

a. INSTALLATION AND DISMANTLING. Exhibitors' move-in and move-out times are as indicated in the Exhibitor Service Manual. Failure to remove an exhibit in the allowed time will afford FSPA the right to remove and place same in a warehouse, subject to the Exhibitor's disposition, and/or ship to Exhibitor via common carrier, with all charges payable by Exhibitor and at no liability to FSPA. All exhibits must remain intact until the Show is officially closed.

b. ARRANGEMENT OF DISPLAYS. Exhibitor's display must be contained completely within the specified boundaries of the booth space in compliance with IAEE's Guidelines for Display Rules and Regulations. No portion of said display may extend into the aisle or into any adjoining booth or other area outside the perimeter of the booth. Exhibitor's display must provide sufficient standing or seating area within said perimeter to accommodate the booth attendees as well as any anticipated stationary audiences which the display is designed to attract. Exhibitor must cause its booth attendants and booth visitors to comply at all times with governmental social distancing and related regulations and guidelines.

c. CONDUCT OF BUSINESS. Exhibit space may not be utilized to conduct retail or consumer sales, which include the acceptance of payment for and the delivery of equipment or products at the display site. This does not, however, restrict the taking of orders and acceptance of deposits or payments for future delivery. Some states require companies participating in trade show activities to obtain a state sales tax permit and/or pay state sales tax if they sell taxable products at the show, take orders that are later accepted out of state, or use the show to promote future sales. Exhibitor is responsible for checking and complying with the applicable state tax code.

Exhibitor, its employees, representatives and agents may not use any portion of the aisles, entrances, or other common traffic ways of the exhibit hall for the conduct or solicitation of business, for the promotion of products and services, or for the distribution of literature, materials, or souvenirs. Only literature published by FSPA may be distributed at the Registration Desk, in the Registration Area, in the concession areas, and in the meeting rooms.

d. WET DISPLAYS. All exhibits which contain water must be submitted to Show Management for review, and Exhibitor assumes liability for proper maintenance of the equipment and water chemistry during the course of the Show. Recommended practices of the National Center for Environmental Health and The Centers for Disease Control (CDC) must be followed, and exhibitors must submit a statement of compliance to Show Management if wet display or live air blowers are present in an exhibit.

e. SIGNS AND BANNERS. Signs and banners may be displayed, provided that they are flame resistant and are not attached to walls, windows, ceiling, or floors with nails, staples, irremovable tape or any other material which may damage the premises. Hanging signs are only permitted in peninsula and island booths and must be in accordance with IAEE's Guidelines for Display Rules and Regulations.

f. MOTOR VEHICLES. Motor vehicles brought into the Exhibit Facility must be drained to the level of one-quarter (1/4) tank of gasoline prior to entering the hall. The gasoline tank must be taped and/or locked and the battery must be disconnected. A tarpaulin or drop sheet must be placed under each motor and any other mechanical exhibits to prevent oil damage to the flooring.

g. SOUND DEVICES. The use of devices for mechanical reproduction of sound is restricted. In general, the employment of any method for projection of sound beyond the Exhibitor's booth is prohibited, and Show Management reserves the right to discontinue amplification and to close any booth for failure to comply with requests to limit noise projected beyond the booth. Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted compositions. ASCAP, BMI, and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music. Exhibitor agrees to defend, indemnify and hold Show Management harmless from and against any third party claims against FSPA arising out of Exhibitor's performance of copyrighted works in its exhibit booth.

h. REJECTED DISPLAYS. Exhibitor agrees that its exhibit shall be admitted to the Exhibit Facility and shall be permitted to remain in the Exhibit Facility from day to day only in strict compliance with these Rules. FSPA reserves the right to reject, eject, or prohibit in whole or in part any exhibit, or any exhibitor or his representatives, with or without giving cause. If cause is not given, FSPA's liability shall not exceed the return to the Exhibitor of the amount of booth rental unearned at the time of ejection, and Exhibitor hereby waives rights to any additional remedy beyond such refund. If an exhibitor or Exhibitor is ejected for violation of these Rules or any other stated reason, no return of rental shall be made.

i. DISPLAY OF PRICES. Exhibitor agrees not to post or display the prices of merchandise or equipment being exhibited in any booth; this shall not be construed to prohibit the furnishing on request of price lists or catalogs, provided they are not made available to the general public. The parties agree that the primary function and purpose of the Show is educational, with specific reference to the uses, applications, efficiencies, maintenance, and servicing of the equipment and products on display in the exhibit booths.

- j. BOOTH PERSONNEL. Personnel permitted at the Exhibitor's booth shall be limited to the following:
1. Employees of the exhibiting company, including commissioned sales representatives and individual manufacturers' representatives, or distributors.
 2. Professional or technical consultants serving the exhibiting company, whether independent contractors or otherwise, including but not limited to educational personnel and technical representatives from basic raw material manufacturing firms.

Canvassing or distribution of materials from booth to booth or in the aisles is forbidden, and Exhibitors must confine their exhibit activities to the space for which they have contracted. This regulation will be monitored by Show Management and strictly enforced.

k. ADJACENT AREAS. No displays or signage shall be permitted in hotel parking lots or other public areas within control of the Show Facility. Non-exhibiting company promotions violating this rule will subject that company to point penalties and / or to prohibiting participation in any future shows, as determined by Show Management in its sole discretion, and all signs may be removed.

9. SCOPE OF ACTIONS / LIMITATIONS

a. LISTINGS AND PROMOTIONAL MATERIALS. By exhibiting at the Show, Exhibitor grants to FSPA a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Show and to use such names in FSPA promotional materials. FSPA shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. FSPA may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Show and use such photographs for any FSPA promotional purpose.

b. AGE RESTRICTION TO EXHIBIT HALL ADMISSION. Every individual entering the exhibit hall must be registered and wear a badge, regardless of age. An adult must escort all children under the age of 16. In addition, all children age three and under must be secured in a stroller or carrying device at all times. Any children found unescorted or unsecured will be taken to Show Management's office until properly retrieved by a parent or guardian. At the close of the Show, all children must be immediately escorted off the exhibit floor prior to the dismantling and move-out of exhibits.

c. SECURITY. FSPA will provide security personnel during the course of the Show. The duty of such personnel will be to protect the general exhibit area against fire or other catastrophe. Neither FSPA nor the Management or Owners of the Exhibit Facility assume any responsibility for Exhibitor's property. The Exhibitor is strongly urged to insure its property against loss and theft.

d. JANITOR SERVICE. FSPA will provide general cleaning of the Exhibit area each day during closed hours, but this service does not include dusting, arranging or otherwise maintaining exhibits. Exhibitor is responsible for cleaning, arranging and maintaining its exhibit space.

e. ENFORCEMENT OF RULES. The failure of Show Management to enforce any rule or regulation against any specific Exhibitor shall not entitle any other Exhibitor to any claim, nor shall failure to enforce any rule or regulation against any specific Exhibitor serve as a waiver of the right to enforce such rule or regulation against any other Exhibitor. Further, FSPA's waiver or failure to enforce any regulation, or portion thereof, does not abrogate or reduce the effectiveness of other provisions of this Contract and its rules.

f. AMENDMENT TO RULES. Any and all matters or questions not specifically covered by the rules shall be subject solely to the decision of FSPA. These rules may be amended at any time by FSPA, and all amendments so made shall be binding on Exhibitors. FSPA shall provide written notice of any amendments to each Exhibitor.

g. VIOLATION OF RULES AND REGULATIONS. Violation of these rules and regulations, as well as those published in the Exhibitor Service Manual, will afford FSPA the right to execute one or more of the following remedies: 1) the Exhibitor may be prohibited from exhibiting at the current year's Show and will forfeit all booth payments; 2) the Exhibitor's priority points may be taken away; 3) the Exhibitor may be prohibited from exhibiting at the following year's Show. The imposition of one or more of these remedies by FSPA shall not in any way limit available remedies provided in other provisions of this Contract or by law. After receiving an oral or written warning from Show Management, continued or repeated violations of the Rules will incur appropriate penalties.

10. INSURANCE AND LIABILITY

a. LIABILITY AND INSURANCE. Neither FSPA, the Show Facility, members, nor the officers, employees, or agents of any of them shall have any liability for any personal injury to the Exhibitor or its officers, agents, visitors or employees, or to any other person in attendance at the Show, whether such injury or damage is caused by action of the elements or by acts or omissions of any such parties, whether such injury or damage occurs prior to, during or after the Show, unless such injury or damage is the direct result of gross negligence or willful act of one or more of such parties. Exhibitor expressly releases such parties from and agrees to indemnify them against any and all claims for such injury or damage. The Exhibitor at its own expense, if desired, should maintain out fire and theft insurance covering Exhibitor's property. FSPA's insurance does not cover individual exhibits. Neither FSPA nor the Show Facility will be liable for damage or loss to exhibitor's property through fire, theft, accident, or any other cause. FSPA requires that each Exhibitor insure its own exhibit and display materials, and protect itself against liability for injury to any person or damage to any property in connection with its display.

NOTE: EXHIBITOR MUST, AT LEAST 14 DAYS PRIOR TO MOVE-IN, PROVIDE FSPA WITH A CERTIFICATE OF INSURANCE INDICATING AT LEAST \$1,000,000 OF COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE. THIS INSURANCE, WHICH MUST NAME FSPA AND THE SHOW FACILITY AS ADDITIONAL INSUREDS, MUST BE IN FORCE FROM SHOW MOVE-IN THROUGH MOVE-OUT.

b. HOLD HARMLESS. Exhibitor agrees to indemnify and to hold harmless FSPA, its officers, directors, employees and agents, and the Exhibit Facility from all third party claims alleging the negligent, reckless or willful conduct of Exhibitor, or any of its officers, employees, contractors or agents, and/or arising out of participation of Exhibitor in the Show, including all claims arising from the conduct or management of or from any work or things whatsoever done by or on behalf of Exhibitor in or about the premises of the Exhibit Facility.

11. AMERICANS WITH DISABILITIES ACT

Exhibitor shall be responsible for making its exhibit accessible to persons with disabilities, as required by the Americans with Disabilities Act and any comparable state or local law or regulation. Exhibitor shall hold FSPA harmless from any and all consequences of Exhibitor's failure to comply with such Act.

For information, contact:
Florida Swimming Pool Association
(941) 952-9293 x102
e-Mail: info@FloridaPoolPro.com
Show Web site: www.UndertheSunExpo.com