

The Car Wash Show® 2021 Terms and Conditions

All companies wishing to exhibit at The Car Wash Show 2021 acknowledge, accept and commit to abiding by the following terms and conditions (“Terms and Conditions”). The Terms and Conditions are accepted when a company’s application for exhibit space, or payment for exhibit space, is received by International Carwash Association®.

I. Definitions

- a. The Car Wash Show®. A convention and trade show dedicated to the professional car wash and related car care industries, owned and produced by International Carwash Association (“The Car Wash Show”).
- b. International Carwash Association. The owner and producer of the car wash industry convention and trade show known as The Car Wash Show and its employees, agents and contractors (collectively “ICA”).
- c. Exhibitor. A person or company that has requested, been accepted or allocated Exhibit Space by ICA, for inclusion in The Car Wash Show for the purpose of marketing its products and services.
- d. Application. The form or process through which an Exhibitor requests to be included in The Car Wash Show, at which time it simultaneously accepts these Terms and Conditions.
- e. Contract. The legally binding agreement between ICA and the Exhibitor which consists of 1) the Application, once accepted by ICA; 2) these Terms and Conditions; 3) the Exhibitor Services Manual; and 4) the Exhibit Space is fully paid for by Exhibitor.
- f. Representative. A designated representative of an Exhibitor, chosen and given authority by that Exhibitor to make decisions in regard to The Car Wash Show.
- g. Show Management. ICA’s employees, contractors or designated agents who provide services for The Car Wash Show and Exhibitors.
- h. Exhibitor Personnel. Individuals authorized by an Exhibitor to be present in their Exhibit Space for the purpose of exhibit installation or dismantling, marketing, sales or any other representative capacity.
- i. Island Booth. An Exhibit Space that is not adjacent to any other exhibitor’s allocated Exhibit Space.
- j. Exhibit. The combined Exhibitor trade show offering, including their Exhibit Space and the materials, including signage, equipment, flooring and displays.
- k. Exhibit Hall. The physical space obtained by International Carwash Association for the purpose of displaying Exhibitor products or services at The Car Wash Show.
- l. Exhibit Space. The physical space allocated to an Exhibitor by International Carwash Association for the purpose of displaying Exhibitor’s products or services.
- m. Space Selection. The process by which Exhibitors may choose their Exhibit Space, in an ordered selection process utilizing Points and administered by ICA.
- n. Exhibit Hall Days. The days during which International Carwash Association will allow visitor access to the Exhibit Hall.

- o. Attendees. The combined population of Exhibitor Personnel, visitors and attendees to The Car Wash Show.
- p. Exhibit Hall Hours. The hours during which International Carwash Association will allow visitors access to the Exhibit Hall.
- q. Exhibit Space Rate. The price per 100 square feet of Exhibit Space (one regular “booth”).
- r. Exhibit Space Cost. An Exhibitor’s total cost of Exhibit Space based upon the amount of space selected and the appropriate rate as determined by ICA.
- s. Show Events. Any meetings, social gathering, educational sessions or programs that are a part of the official schedule for The Car Wash Show.
- t. Move-In and Move-Out. The days, or periods of time, during which International Carwash Association will allow Exhibitors to prepare, install, disassemble or package the materials it has chosen to display in its Exhibit Space.
- u. Parent Company. An Exhibitor which has acquired other companies or brands and desires to maintain the use of those companies’ or brands’ names as an Exhibitor in The Car Wash Show.
- v. Exhibitor Services Manual. A resource containing additional rules governing The Car Wash Show and procedures for obtaining show services from ICA’s designated agents and facility’s rules and regulations.
- w. Points. A system by which ICA allocates Exhibit Space such that Exhibitors can earn and accrue Points based on their participation in, or support of, previous editions of The Car Wash Show or ICA.
- x. Canvassing. The practice of marketing an individual or company’s products or services at The Car Wash Show without such individual or company being an Exhibitor.

II. Eligibility

- a. ICA, at its sole discretion, reserves the right to determine the eligibility of any person or company to be an Exhibitor in The Car Wash Show 2021 and to change that determination at any time and for whatever reason.

III. Exhibit Space Assignment

- a. Exhibit Space will not be allocated or assigned until Application is made and the corresponding fees are paid by the Exhibitor.
- b. Exhibit Space will first be allocated based on the Points assigned to each Exhibitor by ICA, through an ordered Space Selection process. Thereafter exhibit space is assigned on a “first come, first served” basis.
- c. Exhibit Space Selection. Exhibitors electing to participate in the Space Selection will be provided their Points total by ICA. ICA shall determine the rules and procedures governing Space Selection. Points will be allocated to Exhibitors as follows:
 - i. 1 point for each 100 square feet of Exhibit Space reserved for The Car Wash Show 2020.
 - ii. 1 point for each Car Wash Show the Exhibitor has been included in during the past ten years.
 - iii. 1 point for every \$3,000 in sponsorships paid by the Exhibitor for The Car Wash Show 2020.

- iv. 1 point for being selected as the 2019 Brian Campbell Best Booth Award winner.
- v. 1 point for participation in the most recent Exhibitor Bootcamp.
- vi. 3 points for being a 2020 member of ICA’s Century Club.
- d. Mergers and Acquisitions. If Exhibitors merge or acquire one another after one or more of the companies have applied for Exhibit Space, only the higher of the two point totals shall be used for the purpose of Space Selection. Only one company, the Parent Company, can accumulate Points.

IV. Fees

a. Exhibit Space Rates

	On or before June 30, 2020	On or after July 1, 2020
Up to 499 sq. ft.	\$26.50	\$27.75
500 – 1,999 sq. ft.	\$25.50	\$26.75
2,000+ sq. ft.	\$24.50	\$25.75

b. Payment Schedule.

Application Received by ICA	On or before January 10, 2021	January 11 to March 21, 2021	On or after March 22, 2021
Percentage of Exhibit Space Rate Due	40% non-refundable	70%	100%

- i. **Funds on Deposit**. After Space Selection, an Exhibitor may request the return of any funds being held by ICA from The Car Wash Show 2020 that are in excess of the required 40% initial payment. All requests must be made in writing to ICA by no later than September 30, 2020.
- ii. **Deferred Space Selection**. Exhibitors with funds on deposit must complete space selection by September 30, 2020 or are subject to a reduction penalty (see Section VII c) if Exhibit Space is reduced compared to 2020 space.
- iii. **Late Fee**. Any Exhibitor that fails to make any of the above payment dates will be assessed a fee of 5% of the total Booth Cost for each such infraction.
- iv. **Payment in Full**. Failure to pay all invoices from ICA in full 72 hours prior to Move-In will result in the cancellation of that Exhibitor’s Application, forfeiture of the Exhibit Space and loss of any monies paid to ICA.
- c. Inline. ICA shall assess a \$250 fee per 100 square feet of Exhibit Space if Exhibitor chooses an inline booth, as provided for by ICA.
- d. Hard Wall. ICA shall assess a \$1,000 fee per 100 square feet of Exhibit Space if Exhibitor chooses hard walls for an inlined booth, as provided by ICA.

- e. Island Booths. ICA shall assess a fee equaling 25% of the price of Exhibit Space, not selected by an Exhibitor, that is between two or more of its contiguous island booths. This space is not considered a part of the Exhibit's Exhibit Space. Alternatively, if permissible, an Exhibitor may choose to purchase the space between its island booths and pay the regular rate.
- f. Booth Naming. ICA shall assess a fee of \$2,500 for each instance in which a Parent Companies chooses to have some or all of its selected Exhibit Space titled in the name of one of its subsidiaries, divisions or trademarks. A Parent Company may have up to a maximum of three separately titled booths.

V. Use of Exhibit Space

- a. Representative. Each Exhibitor shall assign one individual to serve as its Representative for all issues related to The Car Wash Show, including the installation, operation, and removal of its exhibit. Further, each Exhibitor shall furnish a list of Exhibitor Personnel who are permitted to assist in the installation, operational and removal of its exhibit, or who will be serving as the Exhibitor's staff in the Exhibit Space during Exhibit Hall Hours.
- b. Move-In and Move-Out. All Exhibitors acknowledge that Move-In and Move-Out time is limited and that their exhibit plans must be appropriate for the time allowed and Exhibit Space selected. At no time will ICA take responsibility for an Exhibitor's failure for its Exhibit to be ready for Exhibit Hall Days or Hours. ICA will provide each Exhibitor with their scheduled Move-In time and advance freight and warehousing options at least 30 days prior to the first Show Day. Though subject to change, Move-In is currently planned to begin June 2, 2021. Move-Out is planned to conclude June 11, 2021.
- c. Exhibit Hall Hours. At no time shall an Exhibitor be installing or unpacking, or dismantling or packing, its Exhibit during Exhibit Hall Hours.
- d. Booth Occupation. At no time during Exhibit Hall Hours shall an Exhibitor's Exhibit Space be unoccupied by its Representative or at least one of its Exhibit Staff
- e. Food and Beverage. Exhibitors must receive pre-approval, as outlined in the Exhibitor Services Manual, in order to serve food or beverages and must serve such food and beverages in a manner specified in the Exhibitor Services Manual.
- f. Accessibility. Exhibitors agree to design and construct their exhibit in such a way that it complies with the Americans with Disabilities Act of 1992. Further information regarding ADA compliance is available at https://www.ada.gov/2010_regs.htm.
- g. Scheduling. ICA commits to scheduling no more that 25% of Show Events, during Exhibit Hall Hours, that may allow for the participation of 1,000 or more Attendees outside of the Exhibit Hall at any one time.
- h. Exhibitor Services Manual. ICA shall make the Exhibitor Services Manual available to all Exhibitors at least three months prior to Move-In. The Exhibitors Services Manual will contain all rules and policies governing The Car Wash Show, including booth and display rules, and the procedures for ordering show services. The Exhibitor Services Manual is subject to change and will be binding on Exhibitors upon their receipt of notice of such changes.

- i. Facility. Exhibitors agree to be liable for any damage caused by fastening displays or fixtures to the facility floors, walls or columns, or to standard booth equipment or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesives or any other coating to building columns, floors or standard booth equipment.

VI. Restrictions

- a. Conflicting Activity. Exhibitors and their Representative, Personnel or those acting as the Exhibitor's agent shall not schedule any event or activity during Exhibit Hall Hours or Show Events, without ICA's pre-approval. This does not include digital or social media campaigns that complement Exhibitor's participation in The Car Wash Show, or the marketing of products and services not suitable for the professional car wash industry.
- b. Meetings. Exhibitors agree that any requests for meeting space in the buildings or facilities being used by The Car Wash Show shall be made through ICA, which ICA shall do its best to fulfill such request on a first-come, first-served basis.
- c. Exhibit Materials. At no time during The Car Wash Show shall any exhibit materials, including equipment or signs, be displayed outside of the Exhibitor's Exhibit Space.
- d. Materials. ICA reserves the right to prohibit any materials from being sold or freely given away by Exhibitors in the Exhibit Hall that ICA deems to be outside the character and purpose of ICA or which would create a risk to health or safety.
- e. Conduct. ICA reserves the right to, at its sole discretion, determine if an Exhibitor's Representative or any of its Personnel are ineligible to be admitted to the Exhibit Hall, or occupy Exhibit Space, due to their attire, personal grooming, inebriation, or conduct.
- f. Animals. No animals shall be permitted in the Exhibit Hall, except for service animals required for use by Attendees.
- g. Raffles. Any product or service giveaway, prizes or raffles must be conducted in accordance with local and state laws and regulations.
- h. Projection. ICA may, at its sole discretion, prohibit or limit an Exhibitor from utilizing devices that project distracting sound, wind, light or smell, particularly (by not only) if such projections are not necessary for the regular operation of the Exhibitor's products or services. Exhibitors are recommended to obtain pre-approval for any such devices, or any products or services, that could potentially be impacted by this requirement.
- i. Photography & Video. Exhibitors are prohibited from photographing, filming or otherwise recording the products or services displayed in another exhibitor's Exhibit Space without that exhibitor's pre-approval.
- j. Solicitation. The Car Wash Show is intended to be a forum for business to business commerce and not a venue for the recruitment of employees, agents or contractors. ICA reserves the right to prohibit individuals or companies from participating in the event or remove Representatives, Personnel or Exhibitors from participating if ICA determines their primary purpose to be such recruitment.
- k. Sublet. At no time shall an Exhibitor be permitted to assign, sublet or otherwise apportion any part of its Exhibit Space to another company. This does not apply in

the circumstance of a Parent Company marketing products or services offered by its subsidiaries, divisions or trademarks.

- l. Products and Services. At no time shall an Exhibitor be allowed to promote, market or sell any products or services that it does not regularly promote, market or sell.
- m. Minors. Individuals under 18 years of age will be allowed in the Exhibit Hall only during Exhibit Hall Hours and only under the supervision of a parent or legal guardian.

VII. Cancellation or Reduction

- a. Exhibitor Cancellation. An Exhibitor may choose to cancel or withdraw from The Car Wash Show at any time. Upon doing so, Exhibitor forfeits any payments made and is not released from any deposits due at the time of cancellation, as follows:

Cancellation Received by ICA	On or before January 10, 2021	January 11 to March 21, 2021	On or after March 22, 2021
Cancellation Fee Due	40% of Exhibit Space Rate	70% of Exhibit Space Rate	100% of Exhibit Space Rate

- b. Use of Cancelled Space. ICA shall have the right to use any Exhibit Space vacated by an Exhibitor who has cancelled or withdrawn in any way it deems appropriate, including reselling that space to another Exhibitor. In such event, the amount due from the cancelling or withdrawing Exhibitor shall not be reduced.
- c. Reduction of Space. Exhibitors may reduce their Exhibit Space at any time, but such reduction shall not reduce their Exhibit Cost below what is required per the payment schedule. At no time shall ICA issue a refund for a reduction of space.
- d. Points. Exhibitors will not receive Points in the event of cancellation or withdrawal, or for any Exhibit Space reduced.
- e. Application Cancellation. ICA may cancel an Exhibitor’s Application, and thereby its allocated Exhibit Space, at any time and for any reason. In such event, the Exhibitor forfeits any monies paid to ICA.
- f. Event Cancellation. ICA may determine for any reason to cancel, suspend, reschedule or otherwise modify the dates, schedule, plans, or methods of delivery (including, but not limited to, virtual) for The Car Wash Show. This includes, but is not limited to, acts of God, shortage of supplies or labor, infectious or communicable diseases, government advisory, decree or prohibition, war or terrorist event or anything that makes the Exhibit Hall inaccessible, impractical or unsafe. In such event, the Exhibitor waives all rights to any deposits or monies paid to ICA and agrees that all damages, costs and lost profits that it may suffer as a consequence thereof are its responsibility and not that of ICA or its representatives, vendors, volunteers agents or employees. The terms of this provision shall survive the termination or expiration of the Application for Exhibit Space.

VIII. General

- a. Interpretation. ICA has the right to interpret these Terms and Conditions in its sole discretion. All decisions of ICA are final and are not subject to review or to appeal.

- b. Intellectual Property.** The Exhibitor agrees to indemnify, defend and hold harmless ICA, its officers, directors, employees, agents, and each of them, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against ICA arising out of breach of the obligations of the Exhibitor not to record Images, or any infringement of third party intellectual property by the Exhibitor. Notwithstanding the foregoing, ICA shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. ICA retains full control of its conference, events and exhibits. No individuals shall be permitted access to ICA's conference, events and exhibits without a badge or other authorization issued by ICA including, but not limited to, individuals whose purpose to enter the trade show floor is to serve process on any exhibitor or its representatives.
- c. Photography Approval and License for ICA to Use.** The Exhibitor acknowledges and agrees that the ICA, its employees and contractors may take photographs/videos which could include images of the Exhibitor, its representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the ICA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that ICA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use.
- d. Insurance.** All property of Exhibitor is understood to remain under its custody and control in transit to or from or within the confines of the Exhibit Hall. Subject to the rules and regulations, Exhibitors shall carry liability insurance to cover exhibit material against injury to the person and property of others. Show Management will carry public liability insurance for injury to visitors, Exhibitors, Attendees, and their agents and employees. Exhibitor's employees are not covered when on space rented by Exhibitor.
- e. Indemnification.** ICA, SmithBucklin, The Expo Group, PSAV, their respective employees, volunteers, staff and agents, nor the Exhibit Hall nor its representatives and employees are responsible for any injury, loss or damage that may occur to the Exhibitor, or to the Exhibitor's employees, visitors or anyone in the Exhibit Hall, or property from any cause prior to, during, or subsequent to the period covered by the exhibit contract; and the Exhibitor signing this contract expressly releases all of the aforesaid from, and agrees to indemnify, defend, and hold harmless them and each of them against any and all claims for such loss, damage or injury. It is the Exhibitor's sole responsibility to take all precautions necessary to prevent injury to persons and property as a result of their exhibit. It is the exhibitor's sole responsibility to take all precautions necessary to prevent damage to property of Exhibitors from theft, damage by fire, accident, vandalism or other cause.

- f. **Data Use.** Exhibitors shall be responsible for compliance with applicable data protection laws protecting the personal data of attendees.
- g. **Safety, Fire and Health.** The Exhibitor assumes all responsibility for compliance with local, city, state and Show Management safety, fire and health rules and regulations ordinances covering installation and operation of equipment and of their exhibit booth including, but not limited to, restrictions on the amount of people who may gather in the exhibit booth and compliance with social distancing rules. All display or exhibit materials and equipment must be reasonably located and protected by safety barrier guards and fire-proofed to prevent fire hazards and personal accidents to spectators, Exhibitors, Attendees or any personnel in the Exhibit Hall. All exhibitors are required to have easily accessible power disconnect/stop devices on any operating and moving machinery in their exhibit booth that is accessible by or may come in contact with attendees. At least one booth staffer must be assigned to the disconnect or stop device whenever machinery is being operated. At the discretion of Show Management, exhibitors may be required to move or modify their disconnect or stop device, or they shall be disallowed from operating machinery during show hours. No machinery or equipment, whether moving or stationary, may hang into the common aisles.
- h. **Limitation of Liability.** **IN NO EVENT SHALL THE EXHIBIT FACILITY, ICA, AND THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "ICA PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND AGREEMENT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND AGREEMENT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE ICA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES, EXHIBITOR AGREES THAT THE ICA PARTIES' SOLE AND MAXIMUM LIABILITY TO THE EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE ICA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY ICA PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND EXHIBIT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.**