# 2027 EXHIBITOR SPACE CONTRACT TERMS & CONDITIONS

If the Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to NESPA. If such written notice is received, following applies:

Exhibitors who request cancellation of an exhibit space prior to November 4, 2026, will receive a refund equal to 100% of actual payments made for The 2027 Pool & Spa Show Powered by Northeast Spa and Pool Association.

Exhibitors who request cancellation of an assigned exhibit space during the period November 4, 2026, through December 4, 2026 will receive a refund of the actual payments made, less a 20% cancellation fee.

Exhibitors who request cancellation of an assigned exhibit space between December 5, 2026 and January 1, 2027 will receive a refund of the actual payments less a 35% cancellation fee. Cancellation fee percentages are based on **TOTAL** booth space cost.

Cancellation by exhibitor after January 1, 2027 exhibitor remains liable for 100% of booth space cost. Exhibitors who request cancellation of a portion of an assigned exhibit space will be subject to the same schedule and fees as noted above. Further, NESPA reserves the right to relocate a reduced size exhibit space if it deems that such relocation is necessary to maintain the integrity of the floor plan.

In the event of show cancellation booth deposits will be transferrable to any NESPA or Pool and Spa Show offering that is available within 12 months of the intended end date of the 2027 Show.

**EXHIBITOR REGISTRATION AND HOTEL INFORMATION**

Exhibitor registration and hotel reservation information will be sent upon receipt at NESPA of 50% booth space deposit and completed Exhibitor Space Contract.

**EXHIBITOR SERVICE MANUAL**

An Exhibitor Service Manual containing prices and order forms for drayage, labor, rental of furniture, carpet, etc. and special services available at the Convention Center will be available on our website (www.ThePoolSpaShow.com) to all confirmed Exhibitors in October 2026.

**EXHIBITOR PRIORITY POINTS**

Priority points are only applicable to Exhibitors who provide a signed Exhibitor Space Contract before September 3, 2026. Exhibitors who provide contracts after that date will be handled on a first-come, first-served basis.

1. **REQUIREMENTS OF THE EXPOSITION 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 city fire laws must be strictly observed. Cloth decorations must be fireproof. (Acetate and most rayon drapes are not fireproof). Wiring must comply with fire department and underwriters' rules. Aisles and fire exits cannot be blocked by exhibits. 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. Summary of local fire regulations should be requested from city fire authorities.

c. **ADDITIONAL CONTRACTUAL OBLIGATIONS.** The Exhibitor agrees that this Contract is subject to the terms of the License Agreement between NESPA and the Convention Facility under which NESPA is entitled to use the exhibit space, as well as all statutes, ordinances, local codes and regulations applicable to display, use, or demonstration of products in facilities.

2. **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, for which the Exhibitor shall be responsible. **NOTE: Booth dismantling is not allowed before 2:00 pm on Thursday, January 28, 2027. Exhibitors dismantling early will receive a written Infraction Notice and will be penalized.**

b. **SHIPMENT OF EXHIBIT MATERIAL AND EXHIBIT SERVICE REQUIREMENTS**. A complete Exhibitors Service Manual will be given to each paid Exhibitor by NESPA covering these subjects in detail. The Exhibitors Service Manual will include current 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.

c. **PRODUCTS AND SERVICES; SUB-LICENSING**. The Exhibitor shall display only products or services of its own manufacture, or of which it is a distributor or agent, comprising materials, equipment, apparatus, systems, services and other component products that are, in NESPA's sole opinion, pertinent or related to the spa and pool industry. The Exhibitor shall not sub-license, assign or apportion the whole or any part of the space allotted to it, nor exhibit therein, nor permit any other person or party to exhibit therein, any goods, apparatus, etc., not manufactured or distributed by the Exhibitor in the regular course of its business without the written consent of NESPA. If it is necessary to use another manufacturer's equipment, which should be displayed separately, no advertising of that equipment may be evidenced.

d. **CONTESTS**. Drawings, lotteries, attendance or product surveys, etc. will not be permitted without special permission in writing from NESPA.

e. **EXHIBITOR'S ENTERTAINMENT**. In order to maintain practices on a level consistent with the best interests of the industry and NESPA, the following will apply:

1. Exhibitor requests for Hospitality Suites and/or Hospitality Events **MUST** be approved by NESPA/Show Management. **Permission for Hospitality Suites and/or Hospitality Events in hotels or the Atlantic City Convention Center will only be granted to companies with exhibit space in the show and at the Show Management's discretion.**
2. There shall be no conflict between individual or company entertainment and the hours of educational seminars, the exhibit hours, or official show social or other events.
3. Private or company entertainment shall be limited to personally invited guests only and "blanket" invitations to such entertainment shall not be offered.
4. No company or individually sponsored social event shall be included as part of the official program.

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

3. **EXHIBITOR DISPLAYS**

a. **ARRANGEMENT OF DISPLAYS**. Exhibitor's displays must be contained completely within the specified boundaries of the booth space, including their height, in compliance with the International Association of Exposition Managers "Guidelines for Display Rules and Regulations" (as provided at www.ThePoolSpaShow.com), notwithstanding these guidelines no portion of said display may extend into the aisle nor into any adjoining booth or other area outside the perimeters of the booth or, in the judgment of NESPA, unreasonably restrict the view of another Exhibitor's display. Exhibitors that contract for Island displays are encouraged to provide Show Management with a layout of their booth display during the planning stages to determine if there is any question/concern by management regarding booth layout unreasonably restricting the view of neighboring exhibitors. Show Management has the authority to have exhibitors remove portions of their booth that "unreasonably" restrict line of site for neighboring exhibitors or areas of the main Show Entrance. Exhibitor's displays must provide sufficient standing or seating area within said perimeters to accommodate the booth attendants as well as any anticipated stationary audiences which the display is designed to attract.

b. **INSTALLATION AND DISMANTLING.** If an exhibitor fails to remove an exhibit in the allowed time NESPA shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to NESPA.

c. **LABOR**. Labor will be made available by NESPA's subcontractor or by the Atlantic City Convention Center. New Jersey is not a "right to work" state, and there are collective bargaining agreements in place at the Atlantic City Convention Center which govern the terms and conditions of work performed by union labor at the site. As such, Exhibitors must abide by the work rules and provisions of any collective bargaining agreements regarding the Atlantic City Convention Center.

d. **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 regulation does not, however, restrict the taking of orders and acceptance of deposits or payments for future delivery.

1. Canvassing or distribution of product information, price lists and sales catalogs shall take place within the space for which each exhibiting company has contracted. Canvassing, selling activities, distribution of product or sales material from booth to booth, in the aisles, in the Registration Area or any other area of the Show is forbidden. These activities will be monitored by NESPA and this rule will be strictly enforced. Any individual violating this rule will forfeit their exhibit badge and be banned from further attendance at the Show.
2. Employees of companies that have not rented exhibit space may not engage in sales or promotional activities in any portion of the Atlantic City Convention Center during the period of The Pool & Spa Show. Offenders will be ejected from the show and their show credentials will be confiscated.
3. Only literature published by NESPA may be distributed at the Registration Desk, in the Registration Area, meeting rooms, and the show floor.

e. **SOUND DEVICES.** The use of devices for reproduction of sound is restricted. In general, the employment of any method for projection of sound beyond the Exhibitor's booth is prohibited and NESPA reserves the right to discontinue amplification, and to close any booth for failure to comply with requests to limit noise projected beyond the booth.

f. **REJECTED DISPLAYS.** The Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely in strict compliance with these rules. NESPA reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or any Exhibitor or its representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to the Exhibitor of the amount of the fee for space that is unearned at the time of ejection and the Exhibitor hereby waives rights to any additional remedy beyond such refund. If an exhibit or Exhibitor is ejected for violation of these rules or any other stated reason, no return of such fee shall be made.

g. **DISPLAY OF PRICES**. The Exhibitor agrees not to post or display the prices of merchandise, equipment, or services in any booth; provided, however, that nothing herein shall be construed to prohibit the furnishing on request of price lists or catalogues.

h. **BOOTH PERSONNEL**. Exhibitor 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.

i. **MUSIC, PHOTOGRAPHS AND OTHER COPYRIGHTED MATERIALS.** Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs and other copyrighted material in Exhibitor's booths.

j. **DISPLAYS WITH WATER.** The Exhibitor agrees to maintain proper chemical parameters necessary to prevent infections caused by viruses and bacteria in water in swimming pools and spas on display. Exhibitors using a vessel containing water on the show floor as part of its display will be required to meet the CDC and APSP ANSI chemical guidelines, and keep chlorine residuals of 1-3 ppm in all swimming pools and residuals of 3-5 ppm for all hot tubs/spas. Alternative sanitizers may be used only if residuals can be maintained.

4. **SCOPE OF ACTIONS/LIMITATIONS**

**a. ELIGIBLE EXHIBITS AND ATTENDANCE.** NESPA, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Show. Eligibility is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies or services used for the pool, spa and backyard industry. 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. NESPA reserves the right to restrict or remove any exhibit which NESPA, in its sole discretion, believes is objectionable or inappropriate.

b. **INTERNATIONAL EXHIBITORS.** The Pool & Spa Show is a U.S.-based trade show primarily serving the Northeast pool and spa marketplace. Due to limited exhibit space and the nature of the Show's primary marketplace and audience, NESPA reserves the right to establish and maintain limitations on the amount of exhibit space allocated to international exhibitors. Submission of an Exhibitor Space Contract by an international company does not guarantee acceptance or assignment of exhibit space. All international exhibit space requests are subject to available exhibit space, the Show's international exhibitor allocation, and approval by NESPA/Show Management. NESPA reserves the right, in its sole discretion, to accept, decline, or limit international exhibit space requests.

c. **DIRECT CONTRACTING; NO EXHIBIT SPACE BROKERS.** NESPA does not work with exhibit space brokers, third-party exhibit representatives, or other intermediaries acting on behalf of exhibitors. International companies wishing to exhibit must apply directly through the official Pool & Spa Show website and contract directly with NESPA/Show Management. Exhibit space contracts, reservations, or requests submitted by brokers or other third parties on behalf of an international company will not be accepted. No representation by a broker, third-party representative, or other intermediary regarding the availability, reservation, or assignment of exhibit space shall be binding upon NESPA.

d. **WATCHMEN.** NESPA will employ reputable watchmen during the course of the Show. The duty of the watchmen will be to protect the general exhibit area against fire or other catastrophes. Neither NESPA nor the management or owners of the exposition facility assume any responsibility for Exhibitors' personal property. The Exhibitor is strongly urged to insure property against loss and theft.

e. **JANITOR SERVICE**. NESPA will provide general vacuum cleaning of the exhibit area and each exhibit space each day during closed hours. This service **does not** include dusting, arranging or otherwise maintaining exhibits. Exhibitor is responsible for cleaning, arranging and maintaining its exhibit space.

f. **FAILURE TO HOLD SHOW**. Should the Show have to be cancelled for any reason, including but not limited to for reasons related to a pandemic and Force Majeure events in paragraph "4-e", NESPA may retain such part of the Exhibitor's exhibit space fee as shall be required to recompense it for expenses incurred up to the time the Show is cancelled. Under no circumstance in the event of a cancellation shall NESPA be responsible for any losses of any kind that the Exhibitor might suffer, including, but not limited to, airfare charges, cancellation fee charges, drayage fees, hard goods shipping costs, lost profits, lost business opportunities, and other charges or losses, caused by or in any way related to the cancellation.

g. **FORCE MAJEURE**. NESPA will not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions caused by an act of God, war, federal, state or local government order or emergency, labor actions or strikes, or other circumstances beyond its control, including but not limited to a pandemic.

h. **ENFORCEMENT OF TERMS & CONDITIONS**. The failure of NESPA to enforce any term or condition against any specific Exhibitor shall not entitle any other Exhibitor to any claim, nor shall failure to enforce any term or condition against any specific Exhibitor serve as a waiver of such term or condition as to any other Exhibitor. Further, the waiver or failure to enforce any condition, or portion thereof, does not abrogate or reduce the effectiveness of other provisions of this Contract and its terms and conditions.

i. **AMENDMENT TO TERMS**. Any and all matters or questions not specifically covered by the terms and conditions shall be subject solely to the decision of NESPA. These terms and conditions may be amended at any time and all amendments so made shall be binding on Exhibitors equally with the foregoing terms and conditions.

j. **PENALTIES FOR VIOLATIONS OF TERMS & CONDITIONS.** In order to make certain that these terms are adhered to, NESPA has instituted a system of fines for

violations of these terms and conditions. After the first offense, receiving a written warning, the penalties are severe because of the negative impact each Exhibitor can have upon its neighbor. Penalties may also include forfeiture of accumulated priority points and/or eviction from the exhibit area and any future events.

5. **INSURANCE AND LIABILITY**

Neither NESPA, the exposition facility, members of the Exhibitors committee, nor the officers, employees, or agents of any of them (the Parties) shall have any liability and shall be released from any injury, disability, death, illness, damage, loss, claim, liability, suit, or action, including attorneys fees, to the Exhibitor or its officers, agents, visitors or employees, or to any other person in attendance at the show, including but not limited to injury or illness, or for damage to the exhibit or materials contained therein (the "Claims"), whether such injury or damage is caused by action of the elements, acts or omissions of, or negligence of any of the Parties, whether such injury or damage occurs prior to, during or after unless such injury or damage is the direct result of gross negligence or willful act of one or more of such parties. The Exhibitor on signing the contract expressly releases the Parties from and agrees to indemnify them against any and all claims for such injury or damage. Fire and theft insurance covering Exhibitor's property, if desired, must be obtained by the Exhibitor at its own expense. NESPA does not insure individual exhibits.
Neither NESPA nor the Exposition Facility will be liable for damage or loss to Exhibitors' property through fire, theft, accident, or any other cause. The Exhibitor shall defend, indemnify and hold NESPA harmless from Claims which may result from Exhibitor's action or failure to act in any manner whatsoever, including any and all Claims filed by their employees, agents, or representatives or any other third party against NESPA. The Exhibitor shall insure its own exhibit and display materials, and protect its company against liability for injury to any person or damage to any property in connection with its display. In no case shall the liability of NESPA extend beyond the limitations provided by the laws of the state in which the show is held. In no event, shall NESPA be liable for punitive, consequential, exemplary, incidental, or indirect damages, or for attorneys' fees.

6.**HOLD HARMLESS**

The Exhibitor agrees to indemnify and to hold harmless NESPA, its officers, employees and agents, and the Casino Reinvestment Development Authority and all departments, boards of committees established by it or under its control, Atlantic City Convention Center Authority, the Atlantic County Improvement Authority, the New Jersey Sports and Exposition Authority and Oak View Group. from all claims alleging the negligence or other wrongdoing of the Exhibitor, or any of its officers, employees, contractors or agents arising out of participation of the Exhibitor in The Pool & Spa Show, including all claims arising from the conduct or management of or from any work or things whatsoever done in or about the premises of The Atlantic City Convention Center on behalf of the Exhibitor.

The Exhibitor agrees to hold harmless NESPA, its officers, employees, and agents for all direct and consequential loss (including disappearance) and damage to the Exhibitor's personal property in connection with the exhibit at The Pool & Spa Show, and to waive subrogation on all physical damage property insurance it may carry.