



BUSINESS EXPO 2023 Terms and Conditions

All exhibits and exhibitors are subject to the following Basic Terms and Conditions. The word "Chamber" used herein refers to the Greater Wausau Chamber of Commerce, acting through its agents in the management of the Business EXPO. The word "Exhibitor" used herein refers to members of the Greater Wausau Chamber of Commerce exhibiting in the Business EXPO. The words "Expo Center" used herein refer to The Central Wisconsin Convention + Expo Center.

GENERAL

All matters and questions not covered by the Basic Terms and Conditions are subject to the decision of Chamber and may be amended or supplemented at any time by Chamber with or without notice.

RESTRICTIONS

Chamber may restrict, prohibit and/or evict any exhibit with objectionable persons, things, conduct, inappropriate business attire, printed matter or anything else Chamber deems to be objectionable (including, but not limited to illegal, publicly offensive, overt religious and political displays). In the event of such restrictions or eviction in the said event, Chamber is not liable for any refunds, rentals or other expenses.

DISPLAY REQUIREMENTS

Displays should be attractively and tastefully designed, using quality materials and graphics. Visible unfinished surfaces must be draped or otherwise covered at the expense of Exhibitor. Packing boxes or crates must be stored out of sight, either in the booth or in non-traffic areas of Expo Center so booths appear visually appealing and tidy.

BOOTHS

Indoor booth(s) (10' W x 8' D in Expo Center & Ballroom, 10' W x 6' D in Commons) will be provided with 8' H back drape and 3' H side rails, a 30" W x 6" or 8' L skirted and covered table (if pre-ordered), up to two padded chairs (if pre-ordered), access to one 110-volt electrical outlet (if pre-ordered) and access to WiFi. Outdoor exhibit space is not available. No exhibit construction, product or sign may exceed 12' in overall height without prior approval from Chamber. No exhibit may block or interfere with a neighboring exhibit as determined by Chamber. No decorations, signs, banners and/or similar materials may be taped, nailed, tacked, stapled or otherwise fastened to ceilings, doors, walls, glass, columns, painted surfaces, fabric or decorative walls, railings, ceiling tiles or light fixtures. Gaffer's tape may be used on carpeting, while low residue double-sided carpet tape may be used on all other floors. A leakproof covering must be used on the floor when an exhibit uses water, peat moss, sand, topsoil or similar materials. Floors must be protected from stains and curbing must be provided to retain liquids and loose materials within the enclosure to prevent material from being tracked through Business EXPO. Damage resulting from the improper and/or unauthorized installation of materials will be charged directly to Exhibitor. Forklifts and ceiling lift carts are with Chamber pre-approval only. Damage resulting from the use of lifts will be charged directly to Exhibitor. Bicycles, roller blades, skateboards or manual scooters are not permitted. Mobility scooters, personal transporters (e.g. electric unicycle, segway) are permitted.

ASSIGNMENT OF SPACE

Chamber will attempt to honor Exhibitor's request for booth space, however, Chamber specifically reserves the right to assign Exhibitor any space available should their choices be unavailable. Chamber reserves the right to make appropriate changes in the floor plan and booth locations as it deems necessary for the overall success of the Business EXPO. Exhibitors with outstanding Chamber membership dues will not be permitted to exhibit at Business EXPO and space may be rented to another exhibitor and Exhibitor shall not be refunded any payments already received for booth space reserved. In the event Chamber membership is dropped prior to Business EXPO, Exhibitor shall not be refunded any payments already received for booth space reserved and Exhibitor will not be permitted to exhibit at Business EXPO.

USE OF SPACE

The space agreed for is to be used solely for Exhibitor, and it is agreed the Exhibitor will not sell or sublet any portion of the exhibit space. If each Exhibitor has its own tax ID number, a separate booth is required for each Exhibitor unless pre-approved by Chamber. No person, firm or organization not having agreed with Chamber for the occupancy of space in the Business EXPO will be permitted to display or demonstrate its products, processes or services. No Exhibitor person, firm or organization shall distribute advertising materials in the halls or corridors, or in any way occupy or use the facilities for any purpose inconsistent with Chamber's terms and conditions. Exhibitors will not be allowed to project images into aisles, ceilings, walls or any other space outside their purchased booth space without pre-approval from Chamber. Chamber reserves the right in its sole discretion to adjust booth and/or open space placement, aisle locations and general floor layout as needed to improve the overall appearance and effectiveness of the Business EXPO.

BOOTH ACCESSIBILITY

In accordance with Title III of the Americans with Disabilities Act (ADA), each Exhibitor is responsible for making its exhibit accessible to the disabled and must indemnify and hold harmless The Central Wisconsin Convention + Expo Center and Chamber against failure to do so.

PAYMENT

Exhibit space is not reserved until the entire payment has been received.

SETUP AND DISMANTLING EXHIBITS

Exhibitor is responsible for installing their exhibit before the show and dismantling it after the show. Exhibitor must be completely set up by 9 am on Thursday, April 20th, 2023. Any large or bulk items must be moved in through overhead garage doors only. All exhibits must remain intact until the official closing hour. Early dismantling is disruptive to the show. Therefore, exhibitors may not pack, tear down or remove any portion of the exhibit prior to the official show closing at 5:00 p.m. Deviation from this rule may jeopardize future opportunities to participate in the Business EXPO. All garbage and recycle must be removed from booth and put in appropriate area (in or by garbage and recycle containers). All cardboard must be broken down. Questions during setup may be directed to the EXPO Information Center at the Business EXPO. Children under the age of 16 are not allowed on the premises during setup and dismantling unless pre-approved by Chamber.

Exhibit Setup

Wednesday, April 19th, 2023 9:00 a.m. – 7:00 p.m. (Highly Recommended)
Thursday, April 20th, 2023 7:30 a.m. – 9:00 a.m.

Exhibit Dismantling

Thursday, May 12, 2022 5:00 p.m. – Midnight

RENTAL EQUIPMENT

Additional exhibit needs and equipment may be rented through member equipment rental companies and will be directly charged to Exhibitor by vendor. Rates and terms of equipment rental are solely determined by each vendor. A list of member equipment rental companies can be obtained by visiting www.wausauchamber.com or by calling (715) 845-6231. In the event Exhibitor requests additional equipment, Chamber is not liable for any expenses incurred outside of the equipment listed in section entitled, "Display Requirements".

STAFFING

All exhibits must be staffed by Exhibitor for the duration of the show.

Exhibit Hours

Thursday, April 20th, 2023 9:00 a.m. to 12:00 p.m.* (Show Open to Exhibitors Only)
12:00 p.m. to 5:00 p.m. (Show Open to Public)

*Exhibitor is permitted to walk the show, however, to maximize Exhibitor's exposure, it is recommended to have at least one staff person available to staff the booth.

ELECTRICITY

Electrical equipment must be UL approved and properly wired and tagged as to type of current, voltage, phase, cycle and horsepower. Use of open clip sockets, latex or lamp cord wire, unapproved duplex or triplex attachment plugs and Romex cable is prohibited. All 120-volt extension cords must be three-wire grounded. Electrical wiring must conform to National Electric Code Safety Rules. Exhibitor has access to electricity within 50' of booth. Power strips and extension cords are allowed and must be provided by Exhibitor.

Chamber reserves the right to refuse connection to any Exhibitor whose equipment is deemed unsafe by Chamber-contracted electricians. Utility panels and mechanical equipment rooms may not be blocked. Only Chamber, Expo Center and/or Chamber-contracted electricians are authorized to access utility panels and make electrical dis/connections. Exhibitor will be financially responsible for any damages to electrical equipment caused by improper and/or unauthorized installation.

TENTS & CANOPIES

Portable pop-up tents and canopies are prohibited in exhibit space unless pre-approved by Chamber.

SIGNAGE/HELIUM BALLOONS

No signs are to be hung from booth draping, but lightweight signs made of banner material, cardboard or paper may be hung from backdrop bar with appropriate signage hooks. All metal or wood signs must be floor- or free-standing. Signs and/or flyers may not be posted in other areas of the Expo Center. Chamber reserves the right in its sole discretion to remove signage not conforming with this rule. Helium balloons are not permitted in the Expo Center unless pre-approved by Chamber.

FIRE & SAFETY

Fire ordinances and/or insurers' regulations expressly prohibit volatile and/or flammable materials, substances or fluids in or near the exhibit area. Any equipment or exhibit demonstration, which might present a safety or environmental hazard, is strictly prohibited. Use of vehicles as part of a display must conform to all state and local codes and must be pre-authorized by Chamber. Vehicles used as displays may not operate during Business EXPO. Gasoline/diesel-operated vehicles must have fuel tank caps locked or taped shut, battery cables disconnected, a gas tank fuel level of no more than three gallons and protective covering under tires on wood floor or carpeted surfaces. Chamber reserves the right to make final decisions regarding such hazards in the best interest of all parties and in its sole discretion.

Materials used in the construction of displays (e.g. draping, table coverings, banners, props, scenery, evergreen trees, shrubs, etc.) must be fire resistant. All exhibits are subject to inspection by the Rothschild Fire Department. Chamber must pre-approve the operation of any heater, barbeque, heat producing or open flame devices, candles, lanterns, torches, butane, fogging, hazing, welding equipment, smoke emitting devices or materials, etc., along with the operation of any electrical, mechanical or chemical devices which may be deemed hazardous by the Rothschild Fire Department. Use or storage of flammable liquids, compressed gases, dangerous chemicals, fireworks, pyrotechnics are prohibited.

FOOD AND BEVERAGES

Food and beverage products may be distributed during the show, however, alcoholic beverages may not be given, sold or consumed at Expo Center, with the exception of approved vendors at the Fun@EXPO following the Business EXPO. Homemade food items are prohibited. All food and beverages must be store bought or made in a licensed kitchen.

SERVICE ANIMALS, LAW ENFORCEMENT/MILITARY K-9S & PETS

Service animals are permitted at the Expo Center during set up and the show. Exhibitors with service animals may be asked to remove their service animal from the premises if: (1) the animal is out of control and the handler does not take effective action to control it or (2) the animal is not housebroken. Exhibitors wishing to display animals not deemed service animals in accordance with the U.S. Department of Justice's Americans Disabilities Act (ADA) or law enforcement/military K-9s must be pre-approved by Chamber unless used during normal business operations (e.g. drug/bomb detection). All other animals deemed as pets need to be pre-approved by Chamber. The Village of Rothschild requires a permit to display hoofed or "wild by nature" animals.

FREIGHT/DRAYAGE/DELIVERIES

Any freight/drayage shipment and deliveries must be pre-approved by Chamber. Chamber and/or Expo Center are not liable for any loss, damage, or injury to property of any kind that is shipped or otherwise delivered to Expo Center.

SALES

Exhibitor is permitted to make sales (with the exception of helium balloons) during the show. Obtaining appropriate licenses or permits as required by law, collecting and remitting sales taxes and any other legal business requirements are solely the responsibility of Exhibitor. Exhibitor should have a copy of the license or permit during the show and complete (and submit to Chamber prior to show) a Wisconsin Temporary Event Operator and Seller Information form as required under sec. 73.08(38) of the Wisconsin State Statutes.

LIABILITIES

Exhibitor hereby agrees to indemnify, and hold harmless, Chamber and Expo Center, their managers, officers, sponsors, employees, agents, successors, and assigns from any suit or claim whatsoever for personal injury, or for property damage or for loss of use of property by whoever sustained on or about Exhibitor's participation in the Business EXPO, unless the damages or injury is due solely to the negligence of the Business EXPO, Chamber or Expo Center. Chamber is not responsible for lost or stolen property.

INSURANCE

Security is not provided for setup or during the show. Chamber shall not be responsible for any loss or damage to any property of Exhibitor for any reason, including theft, unless damage is caused by Chamber or any of its employees. Exhibitor must obtain all necessary insurance for its property and should be knowledgeable of all local laws, ordinances and regulations pertaining to health, fire prevention and public safety. Exhibitor shall provide and keep in force during the Business EXPO, including move-in and move-out periods the following insurance coverage:

- (1) Workers' compensation and employer's liability covering its employees in the State of Wisconsin, in accordance with the statutory regulations as set forth by the State.
- (2) Comprehensive general liability insurance, including blanket contractual liability, naming Chamber as an additional insured, with limits of liability with at least \$1,000,000 in respect to injuries to any one person resulting from any one occurrence, \$1,000,000 in respect to injuries to one or more persons in any one occurrence, and \$500,000 in respect to any damage of property resulting from any one occurrence.
- (3) Certificates of insurance shall be furnished as soon as possible to Chamber if requested by Chamber prior to the Business EXPO or following any accident or incident.

TAXES

Exhibitor assumes entire responsibility for and shall indemnify and hold harmless Expo Center, Chamber, their agents and employees, from all State of Wisconsin, federal and local taxes associated with sales activities related to its exhibit.

FORCE MAJEURE

Neither Business EXPO, Chamber, nor Expo Center shall be liable to Exhibitor for any property damages, personal injury or other damages, whether direct or consequential, including, but not limited to, loss of business opportunity, loss of profits, or contractual damages, nor shall be obligated to return any portion of Exhibitor's payment, in the event that any or all of the aforementioned persons or entities is prohibited from performing its/their obligations due to Force Majeure, which shall be defined as follows: "Force Majeure" shall mean any failure or delay in performance caused by strikes or other labor problems, forces of nature (including without limitation, hurricanes, floods or tornadoes), health pandemics, unavoidable accident, fire, acts of public enemy, riot or insurrection, interference or intercession by civil authorities, injunction, or delays in receipt of materials not within the control of the Business EXPO, Chamber, sponsors and Expo Center, and which, by the exercise of reasonable due diligence, such party is unable to prevent such delay.

CANCELLATION/NO SHOW/EVICTION

Exhibitor cancellation, failure to occupy booth space or eviction in the Business EXPO will not relieve Exhibitor's financial obligation. If booth space is not occupied by 9:00 p.m. on Thursday, April 20th, 2023, Chamber will have the right to use space as it sees fit to eliminate empty spaces at the show. In the event of Exhibitor eviction, Chamber and The Central Wisconsin Convention and Expo Center are not liable for any refunds or exhibit expenses. Eviction may include persons or entire exhibits.

RESCHEDULING

Chamber reserves exclusive right, in their sole discretion, and for any reason they deem reasonable, to reschedule the Business EXPO to a subsequent date within 120 days of the originally scheduled date for said Business EXPO without any liability whatsoever to Exhibitor or any person or entity whomsoever, for any property damages, personal injury or any other damages, whether direct or consequential, including, but not limited to loss of business opportunity, loss of profits, or contractual damages, and neither shall they be obligated to return any portion of Exhibitor's payment, so long as the Business EXPO is rescheduled within 120 days of the originally scheduled date. If Exhibitor is unable to participate in rescheduled date, Chamber is not obligated to return any portion of Exhibitor's payment.

RIGHTS IN THE EVENT EXPOSITION IS NOT HELD

Should Chamber elect to cancel the Business EXPO, Chamber's liability to Exhibitor shall be the refund of any payments for booth space received. Chamber shall not be liable for any consequential damages, which may arise from such cancellation. Should the Business EXPO be cancelled due to circumstances beyond the control of Chamber including, but not limited to nature, acts of war, governmental emergency, labor strike or destruction of Expo Center, Chamber shall return each Exhibitor's space payment less a pro rata share of costs and expenses incurred.

BUSINESS EXPO GUIDE AND EVENT MAP

Chamber will make all reasonable efforts to assure the accuracy of Exhibitor listings in the EXPO guide and map. Due to the quantity of entries, errors can occur. Chamber will not be liable to Exhibitor for errors and/or omissions.

COPYRIGHTED MATERIALS

Exhibitor agrees and warrants that it shall not violate any copyrights, with respect to writings, music or otherwise, at the show or at any function which is part of, affiliated with or held in conjunction with the Business EXPO, and Exhibitor assumes sole liability and responsibility for their use or display of any copyrighted materials at the Business EXPO and shall obtain any and all necessary licenses from copyright owners. Exhibitor shall indemnify and hold harmless the Chamber and Expo Center, their agents and employees, from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, or whatever kind of nature, including judgments, interests and attorney's fees which any one and/or each of them shall or may at any time, or from time to time, subsequent to the date of the Business EXPO, sustain or incur, or become subject to, involving, with respect to or relating to Exhibitor's breach of any of its warranties and representations contained herein or the performance, transmission or other use of any copyrighted materials at the show or any function which is part of or affiliated with or taking place at the time of or in conjunction with the Business EXPO.

LOTTERY & RAFFLE REGULATIONS

Exhibitor must conform with all local, state and federal regulations governing lottery, prize and raffle promotions and/or sales. Exhibitor is encouraged to contribute one or more products/services to use for a drawing at their respective booth. Prize drawings attract larger crowds to the show and Exhibitor's booth.

EXHIBITOR LOUNGE

Exhibitor Lounge is a designated area, open exclusively to exhibitors, providing a rest area and beverage and food area (while supplies last). No exhibit materials or displays will be allowed in the Exhibitor Lounge aside from the Exhibitor Lounge sponsor's materials or displays.

MEDIA RELEASE

Chamber, hosting facility, news media and any designated assignees, are granted the right in perpetuity to use Exhibitor's image, likeness and sound without any compensation to Exhibitor in the production of video for Chamber, for any use connected with this establishment or for use of Chamber, using the distribution method current or future, including DVD, television, cable, satellite, internet, streaming audio or video, wireless, newspaper and radio. Furthermore, Exhibitor is expressly releasing and indemnifying Chamber, hosting facility, news media and its officers, employees, agents and designees from any and all claims known and unknown arising out of or in any way connected with the above granted uses and representations. The rights granted herein are perpetual and worldwide.

CODE OF CONDUCT

To ensure maximum benefit to all Business EXPO exhibitors and the public, the following practices are banned:

- (1) Noisy electrical or mechanical apparatuses that interfere with other exhibitors (includes drones).
- (2) Inordinate spillover from television, radio or audio systems.
- (3) Posting of signs or other advertising materials in or around Expo Center.
- (4) Actions of soliciting techniques, which might be considered harassment to those attending the Business EXPO.
- (5) Alcoholic beverages may not be given, sold or consumed at Expo Center. No liquor license is in place for the Business EXPO.
- (6) Attire that may detract from the general character of the show or deemed inappropriate by Chamber.

AMENDMENTS

These terms and conditions have been drawn with the single objective of producing a successful Business EXPO, both for the Exhibitor and the public. In emergencies and wherever the foregoing rules do not cover, Chamber reserves the right to have full power in the interpretation and enforcement of all regulations contained herein, and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary for proper conduct of the exhibition. Basic Terms and Conditions acknowledged by an authorized representative indicates that the Exhibitor has read the terms and conditions and Exhibitor's Code of Conduct and agrees to be bound by the same.

NOTE

In the event it becomes necessary for Chamber to employ an attorney at law to collect any amount due under Terms and Conditions by suit or otherwise, and/or to enforce any of the provisions of Basic Terms and Conditions, Exhibitor agrees to pay a reasonable attorney's fee and all related court fees.

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