



## Denver WESA Market

# Market Rules, Regulations, and Codes of Conduct (Market Rules)

The following rules and regulations and codes of conduct (Market Rules), as approved by the WESA Board of Directors, govern all WESA Markets and attendees. WESA Members/Exhibitors are responsible for compliance upon submission of a completed Exhibitor Contract, including all related subparts and fees.

1. A member wishing to participate in a Market must submit an Exhibitor Contract and pay the required Market fees as designated by the Market and Association.
2. A member must check-in with the WESA Show Office and physically be in attendance during the Market all show days and hours in order to earn a seniority point for that Market.
3. A member assigned temporary exhibit space is subject to a loss of assigned exhibit space if he does not attend two consecutive January or two consecutive September Markets.
4. A member assigned temporary exhibit space is subject to a loss of his assigned exhibit space if he attends a WESA Market only every other year, in an effort to retain such assigned exhibit space.
5. Exhibit space assigned to a member, or listed by a member, must be physically occupied by that same member during the entire length of the Market. If a member must attend to Market business at another location in the Market, he is responsible for guaranteeing that his exhibit space is occupied by at least one other member, who is also listed as participating in the exhibit space.
6. A member who has a designated and established exhibit space for use under the Company Use Space Policies, is responsible for guaranteeing that any and all other members adhere to the Company Use Space Policies and requirements.
7. Each member is responsible for guaranteeing that all Market attendees in his assigned or listed exhibit space adhere to WESA Bylaws, Policies and to the Market Rules. Each member is responsible for infractions or violations occurring in his assigned or listed exhibit space and also for the resolution of any consequential actions and/or penalties for the same.
8. A member is contractually obligated to have his exhibit space set up and ready for business by the closing hour of the designated move-in period preceding a Market. Exhibit spaces must be open during all published show hours or be subject to automatic and established penalties for late openings and early closings.
9. A member failing to occupy his assigned temporary exhibit space before the closing hour of the designated move-in period, for a given Market, forfeits the right to the assigned exhibit space, without refund or other compensation. WESA has the right, unless notified before the closing hour of the designated move-in period, to take possession of said space and to make arrangements to use the space to advance the best interests of the Market.
10. Any loss of WESA or Market complex equipment or damage to an exhibit space, exhibit areas or furnishings, will be charged to the assigned and/or listed members. The assigned member is responsible for returning a temporary exhibit space to its original condition.
11. A member is responsible for insurance covering his property for theft and damage during a WESA Market. Furthermore, a member is responsible for providing insurance, naming WESA as an additional insured for bodily injury, loss or damage.
12. A member is responsible for keeping his exhibit space properly staffed, clean and presentable during all Market days and hours. Certain guidelines may be established by WESA for all members, from time to time, as required, to standardize exhibit space presentations, for the good of the Market and/or for the safety of all attendees.
13. A member must arrange exhibit space displays to conform to the dimensions of the contracted exhibit space. Absolutely no product may be displayed above the eight (8') foot drape height of an exhibit space. All business must be conducted within a contracted exhibit space. Common areas and aisles may not be used as exhibit space, or for seating for an exhibit space or for viewing merchandise for an exhibit space.
14. For the safety of all attendees, the initial pipe and drape configuration of an exhibit space by WESA, and/or its official contractors, may not be altered in any way that might affect the structural integrity of that exhibit space or that of any adjacent exhibit spaces. Additionally, caution must be used when attaching product or display to pipe and drape or to any element of a booth that might affect the pipe and drape stability. Should any exhibit space be deemed "unsafe", WESA reserves the right to take any and all cautionary and necessary action with or without a member's permission.
15. For both safety and uniformity, exhibit booth signage may extend only an additional six (6') feet above the eight (8') foot drape height of an exhibit space. All signage above eight (8') feet must be single-sided, with high-quality graphics or text facing only the front side of the booth. Front side graphics may contain only Company logo and/or Company name. Only company lines or names listed in the Market Directory or Supplement can be displayed. All graphics above eight (8') feet must be approved by the WESA office at least thirty (30) days prior to Market. Back sides of signs above eight (8') feet must be blank and finished, along with the sides and edges; no advertisement for sales, show specials or similar are allowed. Signs must not affect the structural integrity of an exhibit space or of any adjacent exhibit spaces. See rule #14. The penalty for this rule infraction is automatic and is a minimum of \$500.
16. An exhibit space must remain completely intact, as originally displayed at the opening hour of the Market, until the official close of the Market. Duplicate samples and/or lines may not be packed or removed, nor moved between on-site buildings or exhibit space locations. No items for display may be packed or removed. No boxes, cartons or packing crates may be in evidence prior to the official Market closing. Any and all members assigned or listing an exhibit space cited for a violation of this rule may be subject to a penalty of \$1,000 and/or a loss of exhibit space, and/or loss of exhibit space location. Early removal rules and penalties include innovation stations or other options available to members during a Market.
17. One-of-a-kind items may be sold during a Market but may not be removed from the Market prior to official show closing. No "samples for sale", "cash and carry" or other signs with similar meanings are permitted.
18. There will be no soliciting of business in hallways, doorways, or aisles. Such action will be considered buttonholing. All sales transactions must be confined to assigned and listed exhibit spaces.

19. The use of cameras, video equipment or similar photographic equipment, including, but not limited to, camera phones and other future like equipment, without the express consent of a member, are prohibited. Unauthorized or misused equipment may be confiscated by WESA until the close of a Market or Market day.

20. Promotional materials of any kind, models, and/or enticements must be confined to assigned or listed exhibit spaces. Distribution of promotional or sales materials in common areas of the entire Market complex is prohibited. No items or information may be passed out at the Market in common areas. Items or information distributed from listed or assigned exhibit spaces must pertain to the products sold in the same.

21. A member is responsible for guaranteeing that advertising, offered for inclusion in the WESA Market Directory, or that any and all promotional materials distributed in advance of or during a WESA Market, are neither libelous nor obscene. A member and/or his agents, must further represent and warrant that all such materials do not infringe on any trademarks or copyrights, and that the same do not invade or violate any right of privacy, personal or proprietary right, or other common law or statutory right.

22. A member is responsible for guaranteeing that any presentation or display in his exhibit space directly relates to the products being sold in that same space. Distractions originating from an exhibit space, that might compromise the best interests of other members, are not permitted. Extraneous noise, including music, audible beyond the originating exhibit space, is strictly prohibited.

23. A member and/or any other participating attendees will not use or take advantage of the Market to exhibit or promote products or events off-site or to conduct meetings or activities on-site which might compromise Market attendance during published Market hours. Promotional or hospitality functions, including but not limited to entertainment of any kind, designed to attract large numbers of attendees from the Market show floor to a single, or to multiple, exhibit space(s), are prohibited during Market hours.

24. Admission to a WESA Market is restricted to registered exhibitors, selling associates, company executives, non-selling personnel, suppliers, press and buyers. Official Market Badges must be worn at all times. No guests or visitors are allowed. A member is responsible for the proper registration and payment of fees for all those participating or attending in his exhibit space, and also for those attending the Market under the Company/lines listed by the member.

25. Any company owner or company principal, and/or any attendee conducting sales presentations in an exhibit space, and/or any attendee active in the sales effort for a sales representative, manufacturer or Company/line at any time during the course of daily business or Market business, will be designated at a WESA Market as a "seller". A "seller" must pay the established fee for a selling badge as an Associate, Executive or member.

26. Entering another member's exhibit space without invitation is strictly prohibited. Entering another member's exhibit space before or after Market hours, or when another member's exhibit space is momentarily unoccupied during Market hours, is strictly prohibited. No item of any kind may be removed from another member's exhibit space, without the member's express written permission.

27. Subletting is strictly prohibited. Subletting is defined as either the leasing or sharing of partial or entire amounts of exhibit space with another member, Company or companies, person or persons, line or lines, with or without a monetary exchange, financial consideration or remuneration, unless all members represent and list the same Companies/lines as listed by the member assigned the exhibit space. Each and all members assigned or listing an exhibit space cited for subletting may be subject to a penalty of \$5,000 and a loss of temporary exhibit space assignment for two consecutive WESA January and/or September Markets.

28. There will be no business between Companies/lines/manufacturers participating in a WESA Market and their Suppliers (including but not limited to jobbers) during a Market or during official Market functions, other than if said Supplier is a properly registered participant in the Market. This same business must be conducted in the confines of an assigned or listed exhibit space.

29. Suppliers wishing to attend a WESA Market for the limited and express purpose of selling to members, Associates and Executives, are required to register either in advance, or on-site, and pay the established Supplier registration fees. A member allowing Suppliers to sell in his exhibit space without proper registration and fees is then subject to penalty; entrance may be denied to the Supplier for future Markets.

30. Any complaint filed by a member or other Market attendee, citing another member or any other Market attendee for a purported violation, must be submitted in writing to the Board of Directors within thirty (30) days of the close of the named Market. If a formal hearing is required by the WESA Board and/or Rules Committee, all parties may be asked to appear. Any and all complaints filed with the WESA Board will be addressed, according to WESA policy and actions may be guided by established WESA precedents.

31. A member who is considered a perpetual and/or repeat offender, for infractions of the WESA Bylaws, Policies and/or Market Rules, addressed by WESA over a period of three or more Markets, may be subject to a loss of exhibit space and/or to a loss of exhibit space location. If a member is designated by the WESA Board as a perpetual or repeat offender, based on WESA records, then WESA may consider that member's request for exhibit space for the next same Market or next Market after all other requests for exhibit space have been addressed. Any Market attendee, with repeated violations of the WESA Bylaws, Policies, and/or Market Rules and/or considered a perpetual and/or repeat offender by designation of the WESA Board or staff, may be subject to expulsion from the WESA Markets.

32. If it is impossible, for any reason, for any attendee to comply with the Market Rules governing a WESA Market, the Trade Show Manager should be informed, in writing, prior to the Market, or within ten (10) calendar days following the Market. The Board of Directors may be consulted for resolution, or may intervene, as necessary.

33. All matters and questions covered in the Market Rules may be amended at any time by WESA. Such Amendments or additions will be equally binding on all parties affected by the original Market Rules.