Water Environment Federation (WEF®)
Collection Systems 2013
Conference and Exhibition

License for Exhibit Space

Exhibitor, by signing the License for Exhibit Space and/or the Space Reservation & Contract, agrees to all the following terms and conditions of this License. Note that the headings and titles used in this License are provided for convenience of the reader but are not controlling with respect to the terms and provisions of this License agreement.

Introduction

The Collection Systems 2013 Conference and Exhibition, also known as and referred to in this License agreement as "Collection Systems 2013" provides its members and public conference registrants with an educational program with an emphasis on the latest research and experience in all the management aspects of Collection Systems. The Collection Systems 2013 exhibition is an integral part of the educational offerings; products and services displayed must be related to the water quality industry.

This license is being granted to the Exhibitor to permit the Exhibitor to exhibit at Collection Systems 2013. Failure of the Exhibitor to fully comply with all the terms and conditions of this license may result, in the sole discretion of WEF, in the termination of this license to participate in Collection Systems 2013. To permit the preparation of the Exhibition in a timely manner and to create the appropriate ambiance for all the participants at Collection Systems 2013, the policies, regulations, and procedures, including the schedule of certain activities, has been established by the Water Environment Federation. At its sole discretion the Water Environment Federation, with or without advance notice, reserves the right to unilaterally change, amend, or waive any of these requirements. All Exhibitors are required to comply with all local ordinances, the rules and regulations of the City of Sacramento and the Sacramento Convention Center, and all local union jurisdictional rules.

LICENSE TERMS

Use of WEF Trademarks

WEF hereby grants to Exhibitor a non-exclusive, non-transferable, royalty-free right and license to use any and all trademarks that WEF has developed specifically to identify solely the Exhibition, including the WEF Trademarks strictly as provided in this license. This right does not include the use of any trademarks which WEF has developed to identify any of its other activities or publications. WEF has the right, at its sole discretion, to terminate this license at any time and for any reason, and Exhibitor agrees to cease all use of WEF Trademarks immediately upon receipt of such notice. The WEF Trademarks shall be used only by Exhibitor for the sole purpose of indicating to the public that Exhibitor will be present and exhibiting at the Exhibition. This right does not include the use of any trademarks which WEF has developed to identify any of its other activities or publications. The WEF Trademarks shall be used only prior to and during the Exhibition itself. This license shall terminate automatically at the close of the Exhibition. The WEF Trademarks shall be used in print, online, email, and exhibit display materials only prior to and during the Exhibition itself. WEF Trademarks appearing in pictures and/or video recordings of an Exhibitor's booth created during the Exhibition may be used and shown

after the Exhibition provided the picture(s) and/or video are used primarily to show Exhibitor's booth and do not prominently feature or focus on the WEF Trademarks. The WEF Trademarks shall not be used on any promotional materials of Exhibitor, including without limitation clothing and wearing apparel, stationery, writing instruments, jewelry and accessories, toys and novelty items, and luggage. Exhibitor agrees not to use the WEF Trademarks in a manner which may create the impression that WEF endorses, sponsors or is otherwise affiliated with Exhibitor. Exhibitor agrees to use the Trademarks in a form identical to that used by WEF and not to alter, amend or mutilate the WEF Trademarks. WEF shall determine, at its sole discretion, whether usage of any WEF Trademark by Exhibitor is inconsistent with the educational mission of the Exhibition, or creates a less than positive, wholesome image of WEF, and Exhibitor agrees to cease any such unacceptable use immediately upon receipt of notice from WEF of such unacceptable use.

Assignment of Space

All exhibit companies are assigned on a date received basis. WEF reserves the right, in its sole discretion, to assign the next best substitute space when the requested space is not available. WEF reserves the right to reassign exhibit space and to modify the floor plan. No use of exhibit space by a party other than the Exhibitor pursuant to this license is permitted. Only subdivisions of companies with a common parent company may utilize booth space jointly. A minimum of 100 square feet per division is required.

Terms of Payment

Full payment for the Exhibitor's assigned space must be received at the time of receipt of the Exhibit Space Reservation and Contract. Reservations will not be processed without payment in full of the booth rental fee. All invoices due to WEF must be paid prior to the assignment or occupation of exhibit space. Upon cancellation of exhibit space, Exhibitors are liable for liquidated damages up to 100% of the total contracted booth space fee.

Exhibitor is eligible for the Exhibitor Member rate only if the Exhibitor has an Exhibitor membership at the time of billing and at the time of the Exhibition.

Cancellations

All deposits and payments become the sole property of WEF and their return is subject to the cancellation and refund provisions as follows:

- Exhibitor shall provide WEF with a written notice of the space reservation & contract cancellation. Cancellations are not effective until received by WEF in writing. Written cancellations may be sent via FAX to 1-703-684-2482 or by EMAIL to sevans@wef.org.
- Exhibitors who provide a written cancellation to WEF on or before April 10, 2013, will be liable for liquidated damages equal to 25% of the total contracted booth space fee; any fees paid that exceed the amount of liquidated damages due will be refunded.
- Exhibitors who provide written cancellation after April 10, 2013, but prior to June 9, 2013, will be liable for liquidated damages equal to 100% of the total contracted booth space fee, unless the Exhibition is sold out and in the sole judgment of WEF the space can be reassigned, in which case the Exhibitor will pay 50% of the total contracted booth space fee as liquidated damages.
- Exhibitors who do not claim their space, or for which special arrangements have not been made, by 5:00 p.m., Sunday, June 9, 2012, the Exhibitor will forfeit the space and pay as liquidated damages 100% of the total contracted booth space fee.

Please note: If the Exhibitor reduces the space reserved, the cancellation clauses will apply to that portion of the space cancelled.

Cancellation of the Exhibition

If, in the sole discretion of WEF, it is impossible or impractical to hold Collection Systems 2013 for any reason, including by way of illustration acts of God, war, specific threat of war, terrorist acts and/or specific threats of terrorism, government regulation, civil disorders, travel advisory, curtailment of transportation services, epidemics, fear for personal safety by attendees, disasters, fire, earthquakes or other weather conditions, shortages or disruption of the electrical power supply causing blackout in the city where the Convention Center is located, strikes or threat of strike, nuclear hazard, WEF will not be obligated to hold the Exhibition. Except as provided herein, a cancellation of the Exhibition shall cause the return of payment(s) for exhibit space, less a proportional share as determined by WEF in its sole determination of actual expenses incurred in connection with the production of the Exhibition. Except as specifically provided herein, WEF, its employees, and agents will have no further obligation to the Exhibitor and the risk of loss shall be solely that of the Exhibitor.

Insurance

The Exhibitor must maintain required worker's compensation insurance on all employees on site at Collection Systems 2013, and must maintain comprehensive general liability insurance in the amount not less than $1,000,000 single limit per occurrence, naming the (i) Water Environment Federation, (ii) the City of Sacramento, (iii) the Sacramento City Public Facilities Financing Corporation, (iv) the Sacramento Convention and Visitors Bureau, and their officials, employees and volunteers as Additional Insured.

▶ *Insurance protecting exhibitor's assets and property brought to the exhibit is recommended.*

Required Coverage

Specific exhibitor insurance requirements will be included in the online exhibitor service manual. Exhibitors shall submit proof of Insurance to WEF via mail or email. Faxed copies will not be accepted.

Indemnification and Hold Harmless

WEF, the City of Sacramento, their facilities, agents, officers, board members and employees are not responsible or liable to any person for the Exhibitor's property, owned or rented, its personnel or invitees, or that of its employees or agents, for any liability, claims, loss and expenses (including but not limited to attorneys' fees, expenses of litigation or arbitration, expert witness fees and costs of settlement) arising from Exhibitor's participation in the event, including without limitation the use by the Exhibitor of any WEF Trademark, personal injury, fire, theft, or any other causes.

The Exhibitor shall indemnify and hold WEF, the City of Sacramento, their facilities, agents, officers, board members and employees harmless from any and all liability, claims, loss and expenses (including but not limited to attorneys' fees, expenses of litigation or arbitration, expert witness fees and costs of settlement) arising from or related to the activities of the Exhibitor, its employees, invitees, contractors, guests, or agents at Collection Systems 2013, or from the use by the Exhibitor or its agents of any WEF Trademark. In all instances the liability of WEF, the City of Sacramento, their facilities, agents, officers, board members and employees to the Exhibitor, its invitees or agents, if any, shall be limited to the total amount paid for the exhibit space solely

for actual losses directly related to the gross negligence of the Water Environment Federation or the City of Sacramento. The Water Environment Federation and the City of Sacramento shall not be liable for any losses or claims which in whole or in part constitute consequential, exemplary, incidental, indirect or special damages, all of which are specifically waived by the Exhibitor.

Interpretation and Enforcement

The conditions of this license, along with the terms, conditions and rules included in the WEF Exhibitor Service manual, and all union and contractual agreements entered into by WEF with respect to providing services for the Exhibition, are incorporated herein by reference and together constitute a legally enforceable contract between the Exhibitor and WEF. The interpretation of these documents shall be made by WEF as it in its sole discretion shall determine is in the best interests of the Collection Systems 2013 Exhibition, the participants at Collection Systems 2013 and WEF. All matters in question not covered by this document are subject to the decisions of WEF as it in its sole discretion shall determine is fair and reasonable, and will be binding on all parties affected by them.

If in the sole determination of WEF an Exhibitor is in material violation of this license, then upon notice from WEF, acting through the Exhibitions Manager or her designee, the Exhibitor shall immediately cure the violation. If in the sole reasonable judgment of the Director of Conferences & Exhibitions or the Exhibitions Manager the violation constitutes a danger to others, violates any local statute or ordinance, or interferes with other exhibitors or participants at Collection Systems 2013 the Exhibitions Manager may immediately terminate the offending exhibitor's license and thereupon the Exhibitor shall cease its operation at Collection Systems 2013, immediately vacate its space and leave the Exhibition. Upon such termination of the Exhibitor's license by the Exhibitions Manager, the Exhibitor shall not receive any refund or credit for any expense, loss, or liability due to the action of the Exhibitions Manager. Provided the Exhibitions Manager shall have acted in good faith the Water Environment Federation shall have no liability to the Exhibitor for any expense, loss, or liability.

The Exhibitor acknowledges that Virginia law exclusive of its conflicts of law provisions governs the parties' rights and obligations under the agreement. The Exhibitor further acknowledges that venue for any dispute lies exclusively with either the U.S. District Court for the Eastern District of Virginia or the courts of the Commonwealth of Virginia.

The failure of WEF to enforce any of its rights under the provisions of this license shall not be deemed a waiver of said rights and shall not act to prevent the enforcement of said rights at any time in the future.

Exhibition Rules and Regulations

WEF Exhibition Management reserves the right to make changes, amendments and additions to the rules at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Exhibition management shall have the final determination, interpretation, and enforcement of all rules, regulations, and conditions governing exhibitors. All matters and questions not specifically covered by the agreement are subject to the decision of exhibition management and those decisions will be final.

Booth Activities

<u>Assigned Exhibition Space and Exhibitor Functions</u>

Exhibitors must confine their activities on the grounds of the exhibition facility to the space for which they have contracted; this includes the distribution of printed materials, the placement of signs, and booth personnel. WEF policy prohibits functions being scheduled outside of contracted exhibit space during WEF Exhibition hours, Monday, June 10, 10:00 a.m. – 6:30 p.m.; Tuesday, June 11, 10:00 a.m. – 3:45 p.m. WEF policy also prohibits product displays in hotel suites and locations other than the Exhibitor's rented space in the exhibit hall. Violations of these requirements will result in the termination of the existing contract for exhibit space. If the Exhibitor has a function in an official WEF hotel, signs for that function may be placed in the public space of that hotel only. No Exhibitor signs may be placed in any other official WEF hotel for any other reason.

Equipment Demonstrations and/or Entertainment

The Exhibitor is solely liable for the operation of all displays and agrees to indemnify and hold WEF, its officers, directors, volunteers, employees, guests, invitees, and agents harmless from any and all claims of liability arising out of Exhibitor's exhibit, demonstrations and the like. WEF reserves the right, in its sole discretion, to restrict demonstrations or entertainment which is objectionable or disruptive to the overall character of the Exhibition.

Giveaways, Contests, Drawings

Drawings, lotteries, and/or contests that have prizes of substantial value (for example: cars, boats, etc.) are expressly prohibited. All giveaways, contests, drawings, etc., must comply with local legal requirements.

Cameras

Only the Exhibitor may grant permission to have his/her exhibit and/or product photographed or videotaped. Exhibitor grants to WEF a perpetual non-exclusive license to photograph, display and otherwise use any likeness of the Exhibitor's exhibit for the purpose of advertising future activities of WEF or future exhibitions. No videotaping or electronic recording of any exhibit or equipment in the exhibit halls may be done, except if the exhibitor is recording his/her own exhibit or equipment. Any exhibitor taking photographs or videotape of another's exhibit or product without permission must relinquish the film or digital media upon request; the film or digital media will be disposed of one year after being relinquished. Exhibitors are solely responsible and liable for insuring adherence to this policy and agree to indemnify and hold WEF, its officers, directors, volunteers, employees and agents harmless from any and all claims arising from an Exhibitor's failure to abide by this policy.

Nothing in the exhibit hall shall be broadcast, televised, or in any manner recorded for reproduction or rebroadcast without the written consent of WEF and the City of Sacramento.