



WEF Collection Systems Conference and Stormwater Summit and Stormwater Summit License for Exhibit Space

The exhibiting company (“Exhibitor”) listed in this application applies for contracted exhibit space (“Exhibit Space”) at the WEF Collection Systems Conference and Stormwater Summit (“Event”). WEF agrees to review your Exhibit Space Application and to allow or to deny participation in the Event consistent with Event eligibility requirements, policies, and at the discretion of WEF®. Exhibitor, by signing this License for Exhibit Space (“License”), agrees to the following provisions:

INTRODUCTION

The WEF Collection Systems Conference and Stormwater Summit provides its members and public conference registrants with an educational program with an emphasis on experience and cutting-edge technological advances in the fields of water and wastewater treatment, collection systems, stormwater management, water quality, water reuse, and pollution control. The WEF Collection Systems Conference and Stormwater Summit exhibition is an integral part of the educational offerings; products and services displayed, advertised, posted, linked, or demonstrated must be related to the water quality industry and content must be presented in a manner that adheres to professional business standards and creates a context appropriate for all participants at the WEF Collection Systems Conference and Stormwater Summit. Should WEF determine, in its sole discretion, that an exhibit or demonstration violates this license, is inappropriate, or is not in the best interests of the conference, WEF may require that the exhibitor make changes to its display, dismantle its display, remove the inappropriate content or links, or cease the inappropriate demonstration(s) as deemed necessary.

This license is being granted to the Exhibitor to permit the Exhibitor to exhibit at the WEF Collection Systems Conference and Stormwater Summit. Failure of the Exhibitor to fully comply with all provisions of this License may result in the termination of this License to participate in the WEF Collection Systems Conference and Stormwater Summit. To permit the preparation of the Exhibition in a timely manner and to create the appropriate environment for all the participants at the WEF Collection Systems Conference and Stormwater Summit, the policies, regulations, and procedures, including the schedule of certain activities, have been established by WEF. At its sole discretion, WEF reserves the right to unilaterally change, amend, or waive any of these requirements. All exhibitors are required to comply with WEF’s contracted online platform Terms of Use and may be required to agree to the Terms of Use of additional third-party platforms in order to take full advantage of all services and events included in the WEF Collection Systems Conference and Stormwater Summit.

EXHIBIT SPACE

If approved by WEF, the Exhibit Space shall be used solely by the Exhibitor whose name appears on this Exhibit Space Reservation and Contract. The Exhibitor will not sublet or assign any portion of same or share the Exhibit Space allotted with another Exhibitor, individual, business, or firm. Exhibit Space is assigned after a completed Exhibit Space Reservation and Contract is received by WEF.

Space is assigned on a date-received basis. WEF reserves the right to assign, designate or change Exhibit Space locations. WEF reserves the right to reassign exhibit space and to modify the floor plan.

All invoices due to WEF must be paid prior to the assignment or occupation of exhibit space or exhibitor demonstrations. If, during the Event, the Exhibitor is in violation of this License, WEF has, at any time, the right to regain the immediate possession of any Exhibit Space. Further, WEF reserves the right to this License and to determine eligibility of any company or product for inclusion in this Event.

WEF does not guarantee any specific result including but not limited to any specific number of leads, sales, visits, views, or any form of interaction with the exhibit as a result of this License, exhibiting at the WEF Collection Systems Conference and Stormwater Summit. A lack of engagement with an exhibitor's exhibit will not be grounds for any form of refund or compensation.

EXHIBIT SPACE FLOOR LAYOUT & DESIGN

WEF reserves the right to assign, designate or change Exhibit Space locations. The aisles belong to WEF unless otherwise noted. Neither exhibits nor advertising material will be permitted to protrude into the aisles. End cap Exhibit Space is not permitted as the back wall blocks the line of sight to other in-line Exhibit Spaces in the same aisle. WEF reserves the right to control and prohibit any disturbing noises produced by an Exhibitor. Any unfinished portion of an Exhibit Space must be draped at the expense of the Exhibitor. Carpet and/or alternative floor covering is required in all Exhibit Spaces. The carpet or floor covering must fill the full dimensions of the Exhibit Space. Carpet will be installed by WEF at the Exhibitor's expense if the Exhibit Space is without carpeting and/or alternate floor covering on or before 4:30 pm, Tuesday, June 27, 2023.

LOCAL LAWS

Exhibitor shall comply with all applicable laws and regulations including, but not limited to, those relating to health and safety, as well as WEF directives relative to number of persons in their Exhibitor Space, social distancing, face coverings, and any other directives issued by WEF to Exhibitor.

PAYMENT

Assignment of Exhibit Space is contingent upon receipt of payment in full. 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.

Exhibitors who paid fees by credit card may not challenge cancellation fees charged to such credit card for cancellation fees as set forth in this provision.

Exhibitor is eligible for the Exhibitor Member rate if the Exhibitor has a paid Exhibitor membership at the time of billing and continuously through to the time of the Exhibition.

CANCELLATION AND NO-SHOW POLICY

All booth space 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 cancellation. Cancellations are not effective until received by WEF in writing. Written cancellations may be sent by e-mail to expoinfo@wef.org.
- Exhibitors who provide a written cancellation on or before April 25, 2023, 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 25, 2023, but prior to 4:30 pm, Tuesday, June 27, 2023, will be liable for liquidated damages equal to 100% of the total contracted booth space fee.
- Exhibitors who do not claim their space or for which special arrangements have not been made by 4:30 pm, Tuesday, June 27, 2023, will forfeit the space and pay as liquidated damages 100% of the total contracted booth space fee.

If the Exhibitor reduces the Exhibit Space reserved, cancellation fees will apply to the portion of the Exhibit Space cancelled. WEF cannot guarantee the originally assigned space if Exhibitor reduces the

originally reserved Exhibit Space and reserves the right to reassign the Exhibitor as necessary to maintain the integrity of the floor plan.

Any Exhibit Space unoccupied or for which special arrangements have not been made by 4:30 pm, Tuesday, June 27, 2023, will be regarded as a “no-show.” The Exhibitor will be deemed to have cancelled the Exhibit Space Reservation and Contract and the Exhibit Space, must forfeit their Booth Personnel Registration Badges, rights to the attendee list and all other exhibiting benefits, and must exit the Event immediately. WEF reserves the right to determine sanctions imposed on Exhibitor as a result of a no-show including, but not limited to, the prohibition of Exhibitor at any future WEF event.

INDEMNIFICATION AND INSURANCE

Exhibitor agrees to indemnify, defend and hold the Water Environment Federation, the City of Kansas City, Missouri, and their agents, trustees, officers, board members and employees harmless against all claims, losses, damages, liabilities, costs, and expenses (including attorneys’ fees), damages to persons or property and governmental charges or fines arising out of or caused by: (i) the installation, removal, maintenance, occupancy or use of the Event premises or a part thereof; (ii) the performance or the breach of any term of this License, applicable laws and regulations, or directive of WEF; or (iii) the negligence, gross negligence or willful misconduct of Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Application and Contract.

Exhibitor must maintain Worker’s compensation and occupational disease insurance in full compliance of all Federal and State laws covering all employees and Independent Contractors.

The Exhibitor must maintain and provide proof of insurance issued by an insurance company duly authorized to conduct business in the State of Missouri and with an A.M. Best rating of A:VIII or better. Insurance policies issued outside of the United States cannot be accepted.

Comprehensive General Liability or Commercial General Liability and Automobile Insurance must name the following Additional Insureds:

Water Environment Federation, the City of Kansas City, Missouri, and their agents, trustees, officers, board members and employees.

- Comprehensive General Liability (Broad Form) or Commercial General Liability with limit of liability for bodily injury, property damage, and personal injury of not less than \$1,000,000.00 per occurrence, \$2,000,000 aggregate
- Comprehensive Automobile Insurance covering operation of owned, leased, hired and non-owned vehicles of not less than \$500,000.00 per occurrence

➤ *Additional insurance protecting exhibitor’s assets and property brought to the exhibit is recommended.*

Proof of insurance must be provided to WEF by May 16, 2023, via email to expoinfo@wef.org. *Faxed copies will not be accepted.*

Failure to provide required proof of insurance may incur sanctions imposed on Exhibitor including, but not limited to, forfeiture of space at the Exhibition or prohibition of Exhibitor at any future WEF event.

SECURITY

WEF shall provide overnight security for the Exhibit Hall from June 27, 2023, to June 29, 2023, but WEF does not guarantee, nor insure the Exhibitor against loss of any kind for its Exhibit Space by any reason thereof. WEF, the official service contractor, and the Convention Center do not maintain insurance covering an Exhibitor’s property. It is the sole responsibility of the Exhibitor to obtain the appropriate amount and type of insurance to cover its property, agents or employees from theft, damage by fire,

accident, or any other cause. WEF will not be responsible for any injury that may occur at Event and/or any Exhibit Space, and/or to Exhibitor's employees, contractors, or agents, or for the loss of, or damage to, any material from any cause whatsoever, whether in transit to or from, and/or during the Event, regardless of whether WEF furnishes attendants, guards, or night watchpersons.

CANCELLATION OF THE EVENT

If, in the sole discretion of WEF, it is impossible or impractical to hold the WEF Collection Systems Conference and Stormwater Summit 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 services critical to the hosting or management of event services are located, internet service disruptions of any kind, strikes or threat of strike, nuclear hazard, WEF will not be obligated to hold the Event. Except as provided herein, a cancellation of the Event 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 Event. 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. If Exhibitor cancels this license prior to WEF cancelling the WEF Collection Systems Conference and Stormwater Summit, it will not be entitled to any refund beyond what was available under the original terms of their cancellation. The terms of this provision shall survive the termination or expiration of the Application and Contract for Exhibit Space.

ACCESS TO PERSONAL DATA

In connection with its participation in the Event, Exhibitor may have access to the personal data of members of WEF or participants in the Event. Exhibitor agrees that it shall be solely responsible for compliance with any applicable data protection laws and regulations in connection with such data including, but not limited to, the California Consumer Privacy Act ("CCPA") and the European Union's General Data Protection Regulations ("GDPR").

EXHIBITOR ACTIVITIES

Exhibitors are prohibited from displays or demonstration items outside the Exhibit Space or scheduling of private functions, cocktail parties, special events, etc., during Exhibition hours, Wednesday, June 28 – between 10:00 am – 6:15 pm and Thursday, June 29 between 10:00 am – 3:45 pm. Neither hired models nor Exhibit Space personnel may walk the aisles of the Event representing or promoting a company product. No canvassing, advertising, displaying, demonstrating, or distributing items and/or literature will be permitted outside the Exhibitor's Exhibit Space without written permission of WEF. No materials or signs shall be posted, nailed, or tacked to drapes or walls of hotel hallways or the Event area. No printed material will be allowed to be delivered to or placed under hotel guestroom doors without WEF's consent.

ADEQUATE EXHIBIT SPACE

All exhibitors must rent adequate booth space to accommodate their planned product display and shall arrange the displays to utilize only the booth area contracted for, to recognize the rights of other exhibitors and exhibition visitors, and to conform to the overall pattern developed by Event. No exhibit may interfere with the use of other exhibits, impede access to other exhibits, or impede the free use of the aisles between exhibits.

EXHIBITOR'S RESPONSIBILITY

Exhibit Space must be staffed at all times during regular Event. An Exhibitor of the Event and its affiliated agents or employees may not enter another Exhibitor's Exhibit Space without the latter Exhibitor's

permission. Exhibitors shall abide by and observe all laws, rules and regulations of the federal, state and city governments, as well as the convention and trade show facilities. This includes regulations regarding labor jurisdictions. All decorations and electrical wiring and fixtures must comply with local fire laws; state and local fire regulations must be followed.

CHARACTER AND CONDUCT

The use of any method(s) to gain an advantage over a competitor, including but not limited to the use of such competitor's tools or products, is strictly prohibited. Any Exhibit Space personnel or Exhibitor activities which WEF deems to be outside the character and purpose of WEF shall be subject to immediate termination of its Exhibit Space without any refund for the Exhibit Space.

EXHIBITOR PERSONNEL AND REPRESENTATIVES

Exhibit booths must always be attended and maintained by at least one exhibitor or exhibitor representative during all exhibit hours. All representatives of the exhibitor must be registered and receive a badge to be admitted to the exhibit hall and participate in the exhibitor's booth.

Exhibitor representatives agree to follow any and all COVID-19 health and safety measures established and communicated by Water Environment Federation, the City of Kansas City, Missouri while attending official WEF Collection Systems Conference and Stormwater Summit events or on transportation provided by WEF for the purposes of traveling to or from the WEF Collection Systems Conference and Stormwater Summit, and on the premises of the Convention Center. Such measures may include, but are not limited to, mandatory mask requirements, physical distancing, and limitations on consumption of food and beverage in public areas. Failure to abide by health and safety measures may result in expulsion from the event, termination of this license and loss of all rights granted to exhibitor herein without refund.

Exhibitors must abide by the WEF Collection Systems Conference and Stormwater Summit Code of Conduct posted under the Registration section on www.wef.org/collectionsystems.

EXHIBIT SPACE ACCESSIBILITY

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their Exhibit Space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at www.usdoj.gov/crt/ada/infoline.htm.

PRESENTATIONS, SOUND & LIGHTING

Sound presentations, slides or movies will be permitted if tuned to conversational levels that do not interfere with other exhibitor activities. Exhibits also may not use sound or lighting effects which interfere with other exhibits. Flashing and strobe-light effects are prohibited. WEF reserves the right to closely monitor sound and lighting usage and, where necessary, restrict demonstrations in an Exhibitor's Exhibit Space at its discretion. WEF's actions can include, but are not limited to, reviewing and adjusting all sound system and loud-speaker placements within an Exhibit Space, restricting sound levels within an Exhibit Space, and restricting demonstrations within an Exhibit Space regardless of an Exhibitor's arrangements with contracted entities appearing in an Exhibitor's Exhibit Space.

EXHIBITOR DISPLAYS AND PRODUCT DEMONSTRATIONS

The Exhibitor is solely liable for the operation of all displays and its supplied materials 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. Exhibitor warrants that it has all necessary rights and licenses to all content displayed at their

exhibit. In the event of a claim of infringement based on intellectual property presented by Exhibitor, Exhibitor agrees to assume full liability for such a claim.

SELLING IN THE EXHIBITION

The on-site sale and/or delivery of goods is not permitted. Any violation of this requirement will result in the termination of the existing contract for exhibit space without refund.

GIVEAWAYS, CONTESTS, DRAWINGS

Federal, state, and local laws heavily regulate drawings, lotteries, and/or contests that have prize giveaways. The laws of each state and location vary widely. Each Exhibitor is solely responsible to ensure that all giveaways, contests, drawings, etc. conducted as part of its exhibit comply with all federal, state, and local laws. The Exhibitor agrees that it is solely responsible and liable for any government action or legal claims, fees, penalties, or charges brought relating to the Exhibitor's promotional giveaway activities.

MEMBER AND EVENT REGISTRATION LIST

WEF does not sell its member list and such list shall be deemed the confidential information of WEF. Any Exhibitors deemed by WEF to be using its member list shall receive a cease-and-desist letter from WEF prohibiting any further use of the list. WEF does not sell the Event registration list. Exhibitor will receive access to the Event Registration via the registration portal list once booth fees are fully paid. Use of the Event registration list is provided to Exhibitor as an exhibiting benefit for the sole purpose of communicating with Event registrants. The list is confidential and may not be shared, sold, or distributed to other parties.

PHOTO RELEASE

WEF occasionally uses photographs, videos and audio recordings of the Exhibitors and the Exhibit Space personnel in promotional materials. By virtue of participation in the Event, Exhibitor, on behalf of its Exhibit Space personnel, automatically agrees to usage of its Exhibit Space personnel's likeness in such materials with no remuneration to Exhibitor or its Exhibit Space personnel.

CAMERAS AND FILMING

The only videotaping or electronic recording of any exhibit or equipment in the WEF Collection Systems Conference and Stormwater Summit exhibit halls which may take place is by the Exhibitor recording his/her own exhibit or equipment. Any exhibitor taking photographs or videotape of another's exhibit or product without permission must relinquish or immediately delete the film or digital media upon request; the film or digital media will be disposed of one year after being relinquished. No photography and/or videotaping will be permitted by Exhibitor without prior written authorization by WEF Management.

LIMITATION OF LIABILITY

In no event shall the exhibit facility, WEF, and their owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "WEF 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 license or connected in any way with use of or inability to use the services outlined in this application and license or for any claim by exhibitor, even if any of the WEF parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Exhibitor agrees that the WEF parties' sole and maximum liability to exhibitor regardless of the circumstances shall be the refund of the exhibit space fee. Exhibitor agrees to indemnify and defend the WEF parties from any claims brought by a third party hired by or engaged by the exhibitor for any amount beyond the exhibit space fee. Further, exhibitor agrees to pay all attorney's fees and

costs incurred by WEF 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.

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 trademark WEF Collection Systems Conference and Stormwater Summit® 2023 (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 and for the sole purpose of indicating to the public that Exhibitor will be present and exhibiting at the Exhibition. The WEF Trademarks shall be used in print, online, email, and exhibit display materials only prior to and during the Exhibition itself. This license shall terminate automatically at the close of the Exhibition. WEF Trademarks appearing in pictures and/or video recordings of an Exhibitor's demonstrations or 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.

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.

LICENSE 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 what is in the best interests of the WEF Collection Systems Conference and Stormwater Summit Exhibition, the participants at the WEF Collection Systems Conference and Stormwater Summit, 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 what 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 violation of this license or otherwise acting in a manner that is not in the best interests of WEF and the WEF Collection Systems Conference and Stormwater Summit Exhibition, then upon notice from WEF, acting through the Exhibition Manager or designee, the Exhibitor shall immediately cure the violation. If the Exhibitor fails to cure the violation, or

if WEF determines that the violation constitutes a danger to others, the Exhibition Manager may immediately terminate the offending exhibitor's license and thereupon the Exhibitor shall cease its operation at the WEF Collection Systems Conference and Stormwater Summit and will be removed from the Exhibition. Upon such termination of the Exhibitor's license by the Exhibition Manager, the Exhibitor shall not receive any refund or credit for any expense, loss, or liability due to the action of the Exhibition Manager. Provided the Exhibition 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.