



**WEF 2024 Residuals and Biosolids Conference  
License for Exhibit Space**

The exhibiting company (“Exhibitor”) listed in this application applies for contracted exhibit space (“Exhibit Space”) at the WEF Residuals and Biosolids Conference (“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 Residuals and Biosolids Conference 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, residuals and biosolids. The WEF Residuals and Biosolids Conference 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 Residuals and Biosolids Conference. 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 Residuals and Biosolids Conference. 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 Residuals and Biosolids Conference. To permit the preparation of the Exhibition in a timely manner and to create the appropriate environment for all the participants at the WEF Residuals and Biosolids Conference, 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 Residuals and Biosolids Conference.

**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.

The exhibitor agrees not to ‘break-down’ or remove items from booth set-up prior to the official show closing. Early break-down will result in forfeiture and access to WEF’s registrant list and possibly loss of priority points.

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 Residuals and Biosolids Conference. A lack of engagement with an exhibitor's exhibit will not be grounds for any form of refund or compensation.

### **BOOTH SHARES**

The Exhibitor may request one or more Booth Shares if Exhibitor has rented a Booth Space of 200 square feet or larger. Booth Shares may be requested by submitting a Booth Share Request form and paying in full the listed fee for each Booth Share request. Booth Shares will only be approved by WEF if the companies submitted are subdivisions of the Exhibitor with a common parent company. A minimum of 100 square feet rented is required per Booth Share.

### **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 18, 2024

### **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**

Preemptive Sales: Companies who exhibited at the last conference are invited to select booth assignments for the next scheduled conference during the preemptive sales process. A deposit of fifty percent (50%) of the booth fee is due within the sales appointment. 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 15, 2024 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 15, 2024 but prior to 4:30 pm, Tuesday, June 18, 2024, 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 18, 2024, 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 18, 2024, 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 Oklahoma City, Oklahoma City Public Property Authority (O.C.P.P.A.) SMG, 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 Oklahoma 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 Oklahoma City, Oklahoma City Public Property Authority (O.C.P.P.A.), SMG, 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, \$2,000,000.00 aggregate

- Comprehensive Automobile Insurance covering operation of owned, leased, hired and non-owned vehicles of not less than \$1,000,000.00 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 7, 2024, via email to [expoinfo@wef.org](mailto: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 17, 2024 to June 20, 2024, 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 Residuals and Biosolids Conference 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 Residuals and Biosolids Conference, 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 19 – between 10:00 am – 6:15 pm and Thursday, June 20 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.