



**WEF 2025 Collection Systems and Stormwater
Conference
Application and License for Exhibit Space**

This Application and License shall become effective when it has been submitted by the exhibiting company (“Exhibitor”) and accepted by the Water Environment Federation (“WEF”). The individual signing this Application and License represents and warrants that they are duly authorized to execute this binding Application and License on behalf of the Exhibitor and that the Exhibitor agrees to be bound by the terms of this Application and License along with the WEF bylaws, policies and other directives. Exhibitor agrees that upon acceptance of this Application and License by WEF, with or without its receipt of appropriate payment of the exhibition fee and/or further action by the Exhibitor, this Application and License shall become a legally binding contract; enforceable against the Exhibitor in accordance with its terms.

Exhibitor listed in this Application and License applies for contracted exhibit space (“Exhibit Space”) at the WEF Collection Systems and Stormwater 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®.

INTRODUCTION

The Event 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 Event 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 Event. 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 Application and License is being granted to the Exhibitor to permit the Exhibitor to exhibit at the Event. Failure of the Exhibitor to fully comply with all provisions of this Application and License may result in the termination of this License to participate in the Event. To permit the preparation of the Exhibition in a timely manner and to create the appropriate environment for all the participants at the Event, 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 Event.

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 may result in forfeiture of access to the conference registrant list, loss of priority points, or disqualification from the following Event Advance Sales period.

By submission of the Application and License, the primary, secondary, and billings contacts consent to receive all communications sent by or on the behalf of the Water Environment Federation.

Space is assigned on a date-received basis. WEF reserves the right to assign, designate or change Exhibit Space locations. The Exhibitor may request to reserve space away from competitors. WEF will do its best to honor competitor requests but cannot guarantee a specific distance from competitors. 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 Application and License, bylaws, policies and other directives, WEF has, at any time, the right to regain the immediate possession of any Exhibit Space, or remove Exhibitor from the Exhibition without refund. Further, WEF reserves the right to this Application and 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 Application and License, exhibiting at the Event. A lack of engagement with an exhibitor's exhibit will not be grounds for any form of refund or compensation.

PRIORITY POINTS

Priority Points are used at the annual Water Environment Federation Technical Exhibition and Conference (WEFTEC®) as a means to determine order of booth assignment during the Onsite Sales process. During general sales, contracts received are assigned space on a date-received basis.

Priority points can be earned as follows:

- 1 point per year for exhibiting at WEFTEC
- 1 point per year for holding active WEF Exhibitor Membership
- 1 point per show for exhibiting at WEF Specialty Conferences (Collections Systems, Innovation in Process Engineering, Odors and Air Pollutants, Public Health, Residuals and Biosolids, Stormwater Summit, etc.)
- 1 point per show for exhibiting in WEF's WIN Pavilion program

Mergers and Acquisitions: When an Exhibitor is part of a merger or acquisition, the acquired company may transfer its higher WEFTEC® priority points to the acquiring company. To do so, legal documentation must be presented to WEF that shows all assets were sold to the acquiring company, including priority points. Once received, WEF can transfer the points to the acquiring company. The new points will supersede the acquiring company's existing points, if any. Points cannot be combined.

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. The primary contracted exhibitor must hold enough space to allow each company represented in a booth space at least 100 square feet per company. 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 must be approved by the primary contracted exhibitor. Booth shares will only be approved by WEF if the companies submitted are legally related to the primary Exhibitor and must have a parent or child relationship to the primary exhibitor. Only primary exhibiting companies are awarded WEFTEC® priority points for their exhibiting participation. Booth share companies are not awarded WEFTEC® priority points for their exhibiting participation.

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 4:00pm, Tuesday, July 15, 2025.

LOCAL LAWS

Exhibitors 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 Exhibit Space, social distancing, face coverings, and any other directives issued by WEF to Exhibitor.

PAYMENT

Assignment of Exhibit Space is contingent upon WEF's acceptance of this Application and License and its receipt of payment from Exhibitor in accordance with the payment schedule set forth below.

Advance Sales: Companies who exhibited at the last conference are eligible to select Exhibit Space for the next scheduled Event during the advanced sales process, starting on Tuesday, January 14, 2025. 100% payment is due with the Exhibit Space Reservation and Contract prior to the assignment of Exhibit Space.

General Sales: All companies are able to select Exhibit Space during the general sales process, starting on Tuesday, February 11, 2025. 100% payment is due with the Exhibit Space Reservation and Contract prior to the assignment 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 MEMBERSHIP

Exhibitor is eligible for the Exhibitor Member rate only if the Exhibitor has or plans to have Exhibitor Membership at the time of booth application.

Exhibitor Membership is valid for the calendar year and expires on December 31 each year. Exhibitors who paid the Exhibitor Member rate that do not have Exhibitor Membership must renew or activate Exhibitor Membership by January 31, 2025. If 2025 Exhibitor Membership is not renewed or activated by January 31, 2025, the Exhibit Space Rental Fee will be changed to the non-member rate and the Exhibitor is responsible to pay the full booth fee at the non-member rate. Booth applications requesting the Exhibitor Member rate after January 31, 2025 will only assigned if 2025 Exhibitor Membership is renewed/activated. Active Exhibitor membership must be maintained to retain the exhibitor member rate.

Any outstanding balances remaining after 4:30pm May 13, 2025 render the Exhibitor liable to removal from the conference floor.

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 May 13, 2025 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 May 13, 2025 but prior to 4:30 pm, Tuesday, July 15, 2025, 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, July 15, 2025, 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, July 15, 2025, 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, its directors, officers, agents, representatives and employees, The City of Houston, George R. Brown Convention Center, and their respective facilities, 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 Application and 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 Texas 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 Houston, George R. Brown Convention Center 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
- 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 June 3, 2025, 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 July 14, 2025 to July 17, 2025, 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 George R. Brown 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 Event 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 Application and License prior to WEF cancelling the Event, 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, July 16—between 10:00 am – 6:15 pm and Thursday, July 17 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.