

**Water Environment Federation® (WEF®)
Annual Technical Exhibition and Conference
License & Rules for WEFTEC® Exhibitors**

Exhibitor, by signing the License for Exhibit Space 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 Water Environment Federation Annual Conference and Exhibition also known as and referred to in this License agreement as “WEFTEC” provides its members and public conference registrants with an educational program with an emphasis on cutting edge technological advances in the fields of water and wastewater treatment, collection systems, water quality, water reuse and pollution control. The WEFTEC 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 WEFTEC. 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 WEFTEC. To permit the preparation of the Exhibition in a timely manner and to create the appropriate ambiance for all the participants at WEFTEC, 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 and the rules and regulations of the Ernest E. Morial 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 trademark WEFTEC® 2010 (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 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 only on printed advertising materials, exhibit display materials and on Internet pages of Exhibitor prior to and during the Exhibition. 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

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. All invoices due to WEF must be paid prior to the assignment or occupation of exhibit space.

Terms of Payment

A 25% deposit is due no later than January 31, 2010 and full payment for the Exhibitor's assigned space must be received ON OR BEFORE MAY 31, 2010. If full payment is not received by this date, WEF, in its sole discretion, may cancel Exhibitors assigned space. Upon cancellation of exhibit space, Exhibitors are liable for liquidated damages up to 100% of the total contracted booth space fee.

Exhibitor agrees that the Associate Member rate will be charged if the Exhibitor has an Associate 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 e-mail to weftecsales@wef.org.
- Exhibitors who provide a written cancellation to WEF on or before January 31 will receive a full refund;
- Exhibitors who provide a written cancellation after January 31, but on or before May 31, will be liable for liquidated damages equal to 10% 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 31, but prior to October 2, 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 3:00 pm on Sunday, October 3, 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 WEFTEC 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 Hotel 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 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 WEFTEC and must maintain public liability insurance naming WEF and New Orleans Public Facility Management, Inc., Ernest N. Morial N.O. Exhibit Hall Authority and city of New Orleans as additional insured.

Required Insurance Coverage

Exhibitors are required to have the following insurance coverage with limits of liability as follows.

- Comprehensive General Liability
 - \$1,000,000.00 in respect of injuries to any one person in any one occurrence.
 - \$2,000,000.00 in respect of injuries to more than one person in any one occurrence.
 - \$1,000,000.00 in respect to damage to property.
- Worker's compensation and occupational disease insurance in full compliance of all Federal and State laws covering all employees and Independent Contractors.
- Employer's liability Insurance with minimum as follows: Bodily Injury by Accident - \$100,000 each accident; Bodily Injury by Disease - \$500,000.00 policy limit; Bodily Injury by Disease -\$100,000 each employee.
- Comprehensive Automobile Insurance covering any owned, not owned/hired and hired self-propelled vehicles of the type for use on and off the Ernest N. Morial Convention Center complex. Coverage should include loading and unloading hazards.

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

Indemnification and Hold Harmless

WEF, the Ernest N. Morial Convention Center, its 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 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 Ernest N. Morial Convention Center, its 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 WEFTEC, or from the use by the Exhibitor or its agents of any WEF Trademark. In all instances the liability of WEF, the Ernest N. Morial Convention Center, its 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 Ernest N. Morial Convention Center. The Water Environment Federation and the Ernest N. Morial Convention Center 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, as well as all union and contractual agreements entered into by WEF providing services as outlined in the Exhibitor Service Manual, 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 WEFTEC Exhibition, the participants at WEFTEC and WEF. The interpretation of this document will rest with 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 WEFTEC, the Exhibitions Manager may immediately terminate the offending exhibitor's license and thereupon the Exhibitor

shall cease its operation at WEFTEC, 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

Installation and Dismantling of Exhibits

Full information about the targeted move-in, move-out procedures, and union jurisdictions will be included in the Exhibitor Service Manual and are hereby made a part of these Exhibition Rules.

Exhibitors wishing to use a contractor other than one identified by the Federation must submit notification in writing by the deadline date in the Exhibitor Service Manual; the contractor must maintain insurance and provide WEF with the appropriate insurance certificate.

Exhibit Hours

Monday, October 4	9:00am – 5:00pm
Tuesday, October 5	9:00am – 5:00pm
Wednesday, October 6	9:00am – 5:00pm

Exhibitors may arrange private demonstrations with registrants on Monday and Tuesday from 5:00 pm - 6:00 pm. All activities must be completed no later than 6:00 pm.

Fire Regulation

The Fire Regulations will be included in the online Exhibitor Service Manual. Exhibitors must observe all applicable regulations and obtain any required permits

Booth Construction

All displays must conform to the "Guidelines for Display Rules and Regulations" as prepared by WEF and based upon the guidelines originally distributed by the International Association of Exhibitions and Events (IAEE). A complete copy will be included in the Exhibitor Service Manual or is available by contacting the Federation. Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, walls, doors, windows, painted surfaces, or columns. Free-standing equipment may be allowed to exceed the height limitations, but no

display materials or signs may be placed on the equipment above the limit for the type of space occupied. Any signs that were originally a part of the equipment must be covered or removed if above the height limitations.

All exposed parts of displays must be finished or covered in a workmanlike fashion so that they will not present an unsightly appearance when viewed from adjoining booths or aisles. No carpet, overhead roofs, bridge-type structures or the like will be permitted across aisles.

Flashing lights or other distracting or annoying materials are prohibited. Working motors, air pumps, etc., used to power a display must be positioned within the display area to avoid discharging sound or air into adjoining booths.

Booth Furnishings, Carpeting & Utilities

The Exhibitor is responsible for providing all booth furnishings, including carpet.

Electricity and other utility connections are not provided with the space.

The exhibit halls are not carpeted; aisle carpeting will be provided.

All booth furnishings and carpeting will be handled on a requisition basis from the official service contractor. Booth carpeting is required.

Exhibitors are permitted to bring their own booth furnishings and carpeting provided they are in good condition, meet all fire code requirements, and do not detract from the general professional appearance of the Exhibition. Balloons and similar objects are not permitted.

All utility orders must be placed by the Exhibitor through the appropriate provider; no utility connections are provided with the space.

The online Exhibitor Service Manual will contain order forms and price lists.

Booth Activities

Sound: Public address systems are not permitted. The noise level from any demonstration or sound system should be kept to a minimum and should not interfere with others. Any speakers must be directed into the middle of the exhibitor's booth space. The use of sound systems or equipment producing sound is an exception to the rule, not a right. The Federation reserves the right to determine at what point sound constitutes interference with others and must be discontinued.

Lights: Those displaying simulated UV lights must mask the lights with smoked Plexiglas or drape so that the lights do not disturb neighboring exhibitors. UV lights are not permitted.

Selling in the Exhibition: The on-site sale and delivery of goods is not permitted.

Equipment Demonstrations and/or Entertainment: Equipment being demonstrated should be set at least 2' from the aisle line of the exhibit. Space must be left within the exhibit area to absorb the booth personnel and spectators. At the sole discretion of the Exhibitions Manager or her designee, should the spectators interfere with the normal traffic flow in the aisle, overflow into neighboring exhibits, or divert aisle traffic, the demonstration must be limited or eliminated.

If moving equipment or displays with moving parts are being used, it must be presented and function in a safe manner with appropriate safeguards to assure the safety of all present in the exhibition halls. 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 policy prohibits functions being scheduled during WEF Exhibition hours, Monday 9:00am – 5:00pm through Wednesday 9:00 am – 5:00 pm. WEF policy also prohibits product displays in hotel suites and locations other than the Exhibitor's rented space in the exhibit hall. Any violation of this requirement 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. 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. Demonstrations and/or entertainment using models, professional demonstrators, or company personnel must be carried out within the boundaries of the Exhibitor's rented space and in keeping with the decorum of the overall character of the Exhibition, both in content and in costuming.

Giveaways, Contests, Drawings: 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 and the placement of signs. 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.

Food Service: All food and beverages must be secured through the official caterer.

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 WEFTEC 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.

Age Requirements for Admittance to the Exhibition: Children under 18 entering the exhibit hall during show hours must be accompanied by a parent or guardian at all times. The parent or guardian assumes all risk and responsibility for the child(ren). Children are not allowed in the hall during move-in and move-out.

Smoking: Smoking is not permitted in the exhibit hall during installation, show days, and dismantling. Your cooperation is appreciated.