

2023 Onsite Wastewater Mega-Conference Exposition Terms & Conditions*

1. POLICY

The National Onsite Wastewater Recycling Association (NOWRA) is the Lead Partner for the 2023 Onsite Wastewater Mega-Conference (hereinafter referred to as "Mega-Conference"), and the NOWRA Board of Directors is the ultimate authority responsible for the policies and procedures contained herein. Enforcement of policies and procedures are assigned to Mega-Conference Show Management (hereinafter referred to as "Show Management"). All businesses participating in the Mega-Conference must submit a Vendor Application and Contract. In signing this contract, the company/business agrees to comply with all the following procedures and terms & conditions within this document.

2. APPLICATION AND PARTICIPATION

2.1 Procedures

Application for booth space must be made on the printed form provided by the Show Management. The prospective exhibitor will provide the requested information on the Vendor Application & Contract, that must be signed by a person who has authority to act on behalf of the prospective exhibitor. Show Management reserves the absolute right to reject any such application for any reason.

2.2 Payment

Full payment for booth space must be received with the signed contract either through credit card or business check. All checks are made payable to NOWRA. No application will be accepted without payment. Returned checks will be charged a \$100.00 fee and may be released from reservation without refund at the discretion of NOWRA's Secretary-Treasurer.

2.3 Non-Endorsement

Acceptance of a booth space application in no way implies endorsement of the Exhibitor by NOWRA or by any Mega-Conference Partners. Accordingly, the Exhibitor agrees that it shall not state, suggest, or imply approval or endorsement by NOWRA or its Partners. Further, the Exhibitor agrees not to use NOWRA's name, logo or intellectual property nor use those of its Mega-Conference Partners in any other undertakings without the written consent and permission of NOWRA and/or its Partners.

2.4 Conference Cancellation or Relocation

In the event of cancellation or relocation of the contracted conference due to circumstances within the Association's direct control, the liability of NOWRA will be limited to the refund of payment received for contracted exhibit space. In the event the Association has no control over the cancellation or relocation of any conference, the Association will have no liability of any kind but may in its discretion refund any fees paid by the exhibitor.

2.5 Exhibitor Cancellation

Should the exhibitor be unable to occupy and use the exhibit space contracted for and notifies the Association in writing by the deadline stated within the meeting brochure, all fees paid by the exhibitor, less processing fee, will be refunded. No refund of any fees after stated deadline, unless authorized by the Secretary-Treasurer.

2.6 Default Occupancy

Any business or exhibitor failing to occupy the space contracted with NOWRA is not relieved of the obligation to pay for such space at the full rental price. NOWRA will have the right to use the vacant space as it sees fit to eliminate blank space in the exhibit hall, provided such booth space is not occupied by two hours before the official show opening.

2.7 Insurance

In all cases, exhibitors wishing to insure their goods must do so at their own expense.

2.8 Personnel

All booth personnel must be registered for the conference. No exceptions.

3. USE OF BOOTH SPACE

3.1 Space Assignment

Assignment of space is determined solely by Show Management. Priority in space assignment is extended to companies that participate in NOWRA's Corporate Membership Program. Exhibitor preferences are honored as much as possible but cannot be guaranteed. Show Management reserves the right to reassign a booth location if necessary.

3.2 Exposition Booths and Equipment

Based on the defined agreement/contract for the individual show, standard booth equipment (back and side wall draping, identification sign, table and 2 chairs) will be included within the fee charged by NOWRA, and without additional cost to the exhibitor.

3.3. Re-Assignment of Booth Space

No exhibitor or business shall assign, sublet, or apportion the whole or part of its allotted exhibit space. The space contracted for is to be used solely for the exhibitor whose name appears on the contract.

3.4. Space Limitations

If a company or exhibitor plans to install a completely constructed display of such character that the exhibitor will not require or desire the use of standard booth equipment, no part of this equipment will project out of the assigned space so as to obstruct the view of adjacent booths. No part of any display can project out of assigned space into aisles causing foot traffic to be obstructed. No part of any display may be more than eight feet in height. The back three feet of rented space may be occupied from the floor up to eight feet in height; the front of the rented space may be occupied from the floor up to 48 inches only.

3.5. Space Maintenance

The company/exhibitor must at their own expense, maintain and keep in good order all of the area within the exhibit and the space for which the contract stipulates.

3.6 Union Labor

Exhibitors are required to observe all union contracts in effects among show management, official contractors, facilities and various labor organizations represented. All labor required for installation or dismantle, decoration or use of equipment must be ordered through the official service contractor.

3.7 Protection of Exposition Facility

Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the hotel and/or exposition area without permission of the Association and the proper building authority. Packing, unpacking and assembly of exhibits will be done only in designated areas and in conformity with directions of Show Management.

3.8 Installation and Dismantling

Specific requirements as to the time for installation and dismantling of exhibits will be supplied to each business and/or exhibitor for the particular conference. Such requirements shall be binding upon the exhibitor as though fully set forth herein. All displays must be in place and set two hours prior to the official opening of the show. Space not occupied or set up by that time may be reassigned for other purposes by Show Management.

3.9 Fire Regulations

All materials used in the exhibit booths must be of flame-proof materials and conform to all fire department regulations.

4. EXHIBITOR ACTIVITIES

4.1 Conduct

Vendors and their personnel are to treat all convention attendees, and staff involved with the convention in a professional and courteous manner. Argumentative and disruptive behavior is unacceptable and will not be tolerated.

4.2 Exhibit and Marketing Activities

Displays and exhibits will be shown only in the official exposition area as established by Show Management. Each exhibit and all exhibitor marketing activities shall be enclosed entirely within the floor space allocated and shall not interfere with the light, space, or view of any other exhibit. Distribution of samples and printed material are restricted to the exhibit booth. The aisles, passageways and other areas where traffic occurs remain under control of Show Management. Space must be left within the exhibit area to absorb the booth personnel and spectators. At the sole discretion of Show Management, should spectators interfere with the normal traffic flow in the aisle, overflow into neighboring exhibits, or divert aisle traffic, the demonstration will be limited or

eliminated. No signs, decorations, banner, advertising material or special exhibits are permitted in the aisles or elsewhere in the Embassy Suites Hotel & Conference Center.

4.3 Event Conflicts

Show Management policy prohibits extraneous events being scheduled during the defined and publicized exposition hours. The exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members or exhibitors from the conference or exposition hall during the official hours of the conference and exposition. Failure to observe this requirement may result in expulsion from the exposition and other sanctions.

4.4 Booth Occupancy

A vendor's booth(s) shall be occupied at all times when the exhibit hall is open. Vendors are not allowed to close down their booth(s) prior to the designated time. Violators will pay a \$500 retainer to exhibit at future shows.

4.5 Sound

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. Show Management reserves the right to determine at what point sound constitutes interference with others and must be discontinued.

4.6 Lights

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

4.7 Equipment Demonstrations and/or Entertainment

If equipment or displays with moving parts occurs, it must be presented and function in a safe manner with appropriate safeguards to assure the safety of all present in the exhibition halls or outdoor exhibition areas. Show Management reserves the right, in its sole discretion, to restrict demonstrations or entertainment that is objectionable or disruptive to the overall character of the Exhibition or conference.

4.8 Giveaways, Contests, Drawings

If exhibitors wish to hold a giveaway, contest or prize drawing, they must do so in a way that will not interfere with the ability of other exhibitors to conduct business in their booths, nor with the operation and management of the conference itself.

4.9 Food Service

All food and beverages must be secured through the conference facility or official conference caterer.

4.10 Alcohol

No alcohol is to be distributed by exhibitors in the Exhibit Hall without the permission of Show Management.

5. GENERAL EXPOSITION POLICIES

All companies/businesses participating in the Mega-Conference must agree to abide with the general procedures established for the conduct of a successful event and program.

5.1 Access to Exposition

Show Management has the authority to grant or restrict access to all individuals who desire to enter the exposition.

5.2 Banner Displays

NOWRA reserves the right to display banners in areas of their own choosing, including but not limited to, banners from sponsors and Corporate Members.

5.3 Cameras

Exhibitor grants to NOWRA 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 NOWRA or future exhibitions. Other than that exception, only the Exhibitor may grant permission to have his/her exhibit and/or product photographed or captured on video recording devices, including mobile phones. Any exhibitor taking photographs or video of another's exhibit or product without expressed or written permission must relinquish the film or digital media upon request.

5.4 Age Requirements for Admittance

Children under the age of 18 years old, 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.

6. AGREEMENT TO TERMS AND CONDITIONS

Each company/business or exhibitor, for himself and his employees and agents, agrees to abide by these conditions, and that it is understood and agreed that the sole control of management of the conference/tradeshow exposition rests on the National Onsite Wastewater Recycling Association, represented by Show Management.

7. VIOLATIONS OF PROCEDURES AND CONDITIONS

Any of the following actions by an exhibitor shall constitute a violation of the conditions of the Vendor Application & Contract.

- a. Use of a display of equipment, products or services that varies in any significant way from the description on the Application.
- b. Violation of any municipal, state, or federal laws, rules or regulations.

c. Failure to follow procedures prescribed in sections 1 through 6.

d. Failure to remove his/her property from the hotel upon cancellation or relocation of the conference.

8. LIABILITY

8.1 NOWRA undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the exhibitor, his/her officials, agents or employees, or for the protection of the property of the exhibitor or his/her representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the exhibitor. Any security protection exercised by the Association shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the exhibitor.

8.2 The exhibitor agrees to indemnify and hold NOWRA and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the exhibitor or any of his representatives or from the display or use of property of the exhibitor.

8.3 The Exhibitor is solely liable for the operation of all displays and agrees to indemnify and hold NOWRA, its officers, directors, volunteers, employees, Mega-Conference partners, guests, invitees, and agents harmless from any and all claims of liability arising out of Exhibitor's exhibit, demonstrations and the like.

8.4 NOWRA shall not be liable for any failure to deliver space to an exhibitor or for the loss of allotted space of an exhibitor, who has contracted for exhibit space under the terms of this agreement, if non-delivery is due to any one of the following causes: destruction of or damage to the building or exhibit area by fire or act of God; acts of a public enemy; strikes; the authority of the law; or any cause beyond its control.

9. ENFORCEMENT OF POLICY AND PROCEDURES

Enforcement of this agreement will occur through Mega-Conference Show Management, in consultation with the NOWRA Board of Directors and conference partners.

***As NOWRA is serving as the managing partner for the Exposition, the Mega-Conference Partners in the 2023 Onsite Wastewater Mega-Conference agree that NOWRA's policies will govern the exposition.**