



# EXHIBIT SPACE APPLICATION & CONTRACT

MAY 5 - 7, 2020 • Ernest N. Morial Convention Center • New Orleans, LA, USA

MAIL ORIGINAL WITH PAYMENT TO:

FAX A COPY TO:

WasteExpo c/o Informa Business Media  
24654 Network Place, Chicago IL 60673-1246

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**INSURANCE (REQUIRED FOR INTERNATIONAL EXHIBITORS)..... \$125\*\***

## I. COMPANY INFORMATION

Company Name:		Exhibiting As:	
Street:		City:	
State/Province:	Country**:	Zip/Postal Code:	
Telephone:		Fax:	
Key Contact Name:		Title:	
E-mail:		Web Address:	

All international exhibitors (defined as non-U.S. and non-Canadian exhibitors) are required to obtain insurance through ExhibitorInsurance.com, the Show's designated insurance provider, and the cost will be added to all international exhibitor contracts. This fee will be waived/refunded to international exhibitors if a valid Certificate of Insurance with the required coverages is provided to and approved by Show Management. U.S. and Canadian exhibitors may purchase the required insurance through their own carriers or through ExhibitorInsurance.com.

If the show contact is not responsible for the overall health and safety at the event then please email the appropriate contact information to Sharon.zittle@informa.com.

Note required consents that will be included on the exhibit space contract in the appropriate locations include the following:

\*By providing your cell number, you are giving Show Management permission to contact you via text or phone regarding emergency situations and onsite Show updates.

\*By providing your contact information hereon, you acknowledge and agree to Informa's use of your contact information to communicate with you about events, products, services and offerings by Informa, its brands, affiliates, and/or third-party partners, consistent with Informa's Privacy Statement (accessible at [engage.informa.com/privacy-statement/](http://engage.informa.com/privacy-statement/)). In addition, you understand that your personal information may be shared with any sponsor(s) of the Show, so they can contact you directly about their products or services. Please refer to the privacy policies of such sponsor(s) for more details on how your information may be used by them. Your personal information may also be shared with other participants in the Show.

## II. CHOICE BOOTH INFORMATION

WASTEEXPO 2020 RATES (\$/FT<sup>2</sup>)

### NON-MEMBER

	1 open side	1 & 2 Corners   2 & 3 open sides	4 corners   4 open sides
<b>Platinum</b>	<input type="checkbox"/> \$41.25	<input type="checkbox"/> \$42.00	<input type="checkbox"/> \$42.50
<b>Gold</b>	<input type="checkbox"/> \$41.00	<input type="checkbox"/> \$41.75	<input type="checkbox"/> \$42.25
<b>Silver</b>	<input type="checkbox"/> \$40.25	<input type="checkbox"/> \$41.00	<input type="checkbox"/> \$41.50

### NATIONAL WASTE & RECYCLING ASSOCIATION MEMBER

≤ 400 ft <sup>2</sup>	1 open side	1 & 2 Corners 2 & 3 open sides	4 corners 4 open sides	≤ 401 - 5,000 ft <sup>2</sup>	1 open side	1 & 2 Corners 2 & 3 open sides	4 corners 4 open sides	> 5,000 ft <sup>2</sup>	1 open side	1 & 2 Corners 2 & 3 open sides	4 corners 4 open sides
<b>Platinum</b>	<input type="checkbox"/> \$36.25	<input type="checkbox"/> \$37.00	<input type="checkbox"/> \$37.50	<b>Platinum</b>	<input type="checkbox"/> \$35.75	<input type="checkbox"/> \$36.50	<input type="checkbox"/> \$37.00	<b>Platinum</b>	<input type="checkbox"/> \$34.25	<input type="checkbox"/> \$35.00	<input type="checkbox"/> \$35.50
<b>Gold</b>	<input type="checkbox"/> \$36.00	<input type="checkbox"/> \$36.75	<input type="checkbox"/> \$37.25	<b>Gold</b>	<input type="checkbox"/> \$35.50	<input type="checkbox"/> \$36.25	<input type="checkbox"/> \$36.75	<b>Gold</b>	<input type="checkbox"/> \$34.00	<input type="checkbox"/> \$34.75	<input type="checkbox"/> \$35.25
<b>Silver</b>	<input type="checkbox"/> \$35.25	<input type="checkbox"/> \$36.00	<input type="checkbox"/> \$36.50	<b>Silver</b>	<input type="checkbox"/> \$34.75	<input type="checkbox"/> \$35.75	<input type="checkbox"/> \$36.00	<b>Silver</b>	<input type="checkbox"/> \$33.25	<input type="checkbox"/> \$34.00	<input type="checkbox"/> \$34.00

TOTAL SQUARE FEET

X

APPLICABLE SQUARE FOOTAGE RATE

=

TOTAL EXHIBIT SPACE TOTAL COST

EXHIBIT PLUS PROGRAM: YES, I would like to take advantage of this package for an additional \$995. I will receive the following:

- Company Logo in the WasteExpo Show Directory
- Post-Show (2020) Total Buyers Mailing List (1x use, sent to bonded mail house)
- Enhanced online listing on wasteexpo.com
- Green level mobile app sponsorship

**GRAND TOTAL** = Sub-total of MEMBER or NON-MEMBER: \$ \_\_\_\_\_ + \$ \_\_\_\_\_ for Exhibit Plus (\$995),

Total cost of \$ \_\_\_\_\_

**CHOICE BOOTH SELECTION:** First Choice # \_\_\_\_\_ Second Choice # \_\_\_\_\_ Third Choice # \_\_\_\_\_

## IV. PAYMENT INFORMATION

**Payment Schedule for Booth/Exhibits Plus:** Failure to adhere to this payment schedule will place your Booth/Exhibits Plus (size, location, status) in jeopardy.

- A deposit equal to 20% of the total cost for Booth/Exhibits Plus is due upon selecting space. This deposit is non-refundable.
- 50% of total cost for Booth/Exhibits Plus is due **before August 24, 2019**. 100% of total cost for booth/Exhibits Plus is due **by December 13, 2019**.
- If space is reserved after December 13, 2019, total cost for Booth/Exhibits Plus is due upon signing.
- Refer to [wasteexpo.com/nwra](http://wasteexpo.com/nwra) for booth discount eligibility and planned details on more ways to earn money towards your Dues Contribution Program - now 10% of your total spend in 2020.

### CREDIT CARD:

To pay by credit card, your company will be invoiced with directions on how to pay online.

Please include invoice # and customer # on check stub or wire transfer.

**Make checks payable to:**  
Informa Business Media/  
WasteExpo  
24654 Network Place  
Chicago, IL 60673-1246

**Wire Transfer:**  
Informa Business Media  
JPMorgan Chase  
New York, NY  
ABA #021000021  
Account #811104744  
SWIFT: CHASUS33

**Express Mail Address:**  
Informa Business Media  
JPMorgan Chase  
New York, NY  
ABA #021000021  
Account #811104744  
SWIFT: CHASUS33

**Cancellation and Reduction of Space Policy:** Once this contract is signed and exhibit space is allocated, you are contracted to be in writing, and agreement by Show Management to any request for cancellation or reduction of space shall be subject to the following fees:

1. Cancellations and booth downsizes received **before August 23, 2019** are subject to a fee equal to 20% of the Booth/Exhibits Plus price.
2. Cancellations and booth downsizes received on or after **August 23, 2019** and before **December 13, 2019** are subject to a fee equal to 50% of the Booth/Exhibits Plus price.
3. The full contract price is due and payable and non-refundable for any Booth/Exhibits Plus cancelled or reduced on or after **December 13, 2019**.

**Contract Acceptance:** By signing below, exhibitor agrees to abide by the terms and conditions of this Agreement, and hereby represents and warrants that the undersigned is duly authorized to execute this Agreement on behalf of exhibitor.

\*We understand this application becomes a binding contract when accepted by Informa Exhibitions U.S. Construction & Real Estate, Inc. We agree to abide by the General Information, Exhibitor Contract Terms and Conditions, rules listed in the Exhibitor Service Manual and regulations adopted by Informa Exhibitions U.S. Construction & Real Estate, Inc. in accordance with the terms herein. We understand that all deposits/final payments are non-refundable.

Signature:

Name:

Title:

Date:

By providing your contact information and signature, you are authorizing by Informa Exhibitions U.S. Construction & Real Estate, Inc. to send you promotional materials via mail, fax, SMS or email.



# EXHIBIT SPACE APPLICATION & CONTRACT

MAY 5 - 7, 2020 • Ernest N. Morial Convention Center • New Orleans, LA, USA

## 1. Defined Terms

The term "Event" means WasteExpo 2020, currently scheduled to be held on May 5 - 7, 2020 (the "Event Dates") at the Ernest N. Morial Convention Center, New Orleans, LA, USA (the "Exhibit Facility"). The Event is owned, produced and managed by Informa Exhibitions U.S. Construction & Real Estate, Inc. As used hereinafter, the term "IE" means, collectively, Informa Exhibitions U.S. Construction & Real Estate, Inc. and each of its officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable. The term "Contract" means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

## 2. Contract Acceptance

This Contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of IE. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests. IE reserves the right to deny access to any company.

## 3. Qualifications of Exhibitor

IE, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies or services used for Waste, Recycling and other related industries. IE reserves the right to restrict or remove any exhibit which IE, in its sole discretion, believes is objectionable or inappropriate.

## 4. Assignment of Space

Initial space assignments will be made during the space draw. Contracts and deposits must be received on or before May 9, 2019 at 1pm to qualify for the space draw. All contracts and deposits received after May 9, 2019 will be assigned on a first-come, first-served basis. Any such assignment does not imply that similar space will be assigned for future Events. IE may change the date of the space draw without notice. IE reserves the right to change the floor plan or the location of an Exhibitor's booth if IE in its sole discretion determines that to do so is in the best interest of the Event. IE will consider requests to keep certain companies from being next to each other; however there is no guarantee that by making this request you will not be located next to one of these companies. IE assumes no responsibility in such instances.

## 5. Use of Space

The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of IE.

## 6. Cancellation by Exhibitor

If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to IE with evidence of receipt. If such written notice is received at least 140 days prior to the opening date of the Event (May 5th, 2020), then Exhibitor will remain liable for 50% of the total exhibit fee. Otherwise, Exhibitor will remain liable for 100% of the total exhibit fee, regardless of when this Contract is executed by Exhibitor. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered liquidated and agreed upon damages, for the injuries IE will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships, in each case at a time when other parties would be interested in such space and/or products, will cause IE to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date IE receives written notice. IE reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location.

## 7. Cancellation by Informa Exhibitions / Payments

If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, IE may immediately terminate this Contract (and Exhibitor's participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. IE shall have no obligation to refund monies previously paid. IE reserves the right to refuse Exhibitor permission to move in and set up if Exhibitor is in arrears of any payment due to IE. IE is expressly authorized (but has no obligation) to occupy, cause to be occupied or dispose of any space vacated or made available by reason of

action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. IE reserves the right to terminate this contract at any time.

IE is a PCI DSS compliant company and as such we are prohibited from receiving card holder data via email or any other unsecured method where card holder data can be stored. At a minimum, cardholder data consists of the full PAN. Cardholder data may also appear in the form of the full PAN plus any of the following: cardholder name, expiration date and/or service code. Please use alternate channels for payment.

*\*WIRE/ACH: IE is not responsible for any losses suffered due to third party fraud or misdemeanor, including, without limitation, false change of bank account communications, identity theft and other scams. Payments into IE's designated bank account only shall satisfy Exhibitor's payment obligations under this Contract. If you receive any communication notifying of a change in IE's designated bank account, you should verify the authenticity of the change with IE. If IE does not receive payment by the established due dates IE may immediately terminate this Contract.*

## 8. Cancellation of the Event

If IE cancels the Event due to circumstances beyond the reasonable control of IE (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), IE shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by IE, in full satisfaction of all liabilities of IE to Exhibitor. IE reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If IE changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but IE shall assign to Exhibitor, in lieu of the original space, such other space as IE deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If IE elects to cancel the Event other than for a reason previously described in this paragraph, IE shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of IE to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

## 9. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by IE. If Exhibitor fails to install its display in its assigned space by 4:00pm May 4, 2020 or leaves its space unattended during the Exhibit hours, IE shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by IE.

## 10. Listings and Promotional Materials

By exhibiting at the Event, Exhibitor grants to IE a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in IE promotional materials. IE shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. IE may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any IE promotional purpose. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trade mark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

## 11. Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Exhibitors are responsible for removing all displays, product, flooring and trash. IE will charge the Exhibitor the cost to remove any items left post show.

## 12. Taxes and Licenses

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of IE.

## 13. Copyrighted Materials

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

## 14. Observance of Laws

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

## 15. Exhibitor Updates

IE will provide Exhibitor information and updates to the designated representative of the Exhibitor, including an Exhibitor Service Manual. The designated representative of the Exhibitor will also receive updates about the Event via fax, mail, e-mail and/or SMS.

## 16. Authorization to Contact

Exhibitor acknowledges that IE shall be permitted to share Exhibitor's name and contact information with, and Exhibitor consents to being contacted directly by, vendors, sponsors and partners authorized by IE.

## 17. Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract shall be subject to determination by IE in its sole discretion. IE may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by IE as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by IE from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

## 18. Installation and Dismantling

Exhibitors must comply with the move-in and move-out times indicated in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, IE shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to IE. All exhibits must remain intact until the Event is officially closed.

## 19. Contractor Services

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, IE has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Manual.

## 20. Exhibit Guidelines

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of IE and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of IE. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. The use of Segway's or Segway-type units is prohibited on the show floor.

Complex booth structures are defined as multi-story or those with a ceiling or canopy covering. Complex structures must submit a Certificate of Insurance with the coverages outlined in clause 25. Insurance and provide structural engineer approved plans.

Photography or videography is permitted only with prior approval of the exhibiting company. Failure to obtain prior consent may result in removal from the exhibit hall.

## 21. General Terms and Conditions

IE has sole control over show policies. Except as expressly provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, IE in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this Contract must be in writing and signed by an authorized representative of IE.

## 22. Assumption of Risks; Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither IE nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither IE nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

## 23. Indemnification

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to IE), and hold IE and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.

## 24. Limitation of Liability

Under no circumstances shall IE or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall IE's maximum liability under any circumstance exceed the amount actually paid to IE by Exhibitor for exhibit space rental pursuant to this contract. IE makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

## 25. Insurance

(A) Exhibitor shall, at its own expense, secure and maintain insurance for the entire duration of the Event (move-in through move-out), the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

- Workers' compensation and employer's liability insurance complying with the laws of Nevada;
- Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and
- Automobile Liability insurance (required if bringing automobiles into the show venue) with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Informa Exhibitions U.S. Construction & Real Estate, Inc. and each of its direct and indirect subsidiaries and other affiliates and (ii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to IE, shall be promptly furnished to IE. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to IE. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

(B) Certificate of Insurance forms must be submitted to IE by all international exhibitors, exhibitors with complex booth structures (defined as multi-story or displays with a canopy/ceiling) and exhibitors hosting attendee interactive demonstrations.

(C) Since many international policies aren't valid in the United States, all international exhibitors are required to obtain insurance through ExhibitorInsurance.com, our designated insurance provider. The cost of the policy will be added to all international exhibitor contracts. Coverage is subject to underwriting review; review the Ineligible Risks to ensure coverage. Exhibitors can opt out of this coverage by providing a valid Certificate of Insurance satisfactory to IE with the necessary coverages.

## 26. Outside Exhibits/Hospitality Suites

Exhibitor is prohibited, without express written approval from IE, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any IE-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through IE. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, IE reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

## 27. Sound, Lighting and/or Laser Devices

The use of devices for mechanical reproduction of sound or music; as well as lasers which are part of Exhibitor's display, are permitted, but must be controlled and maintained at a conversational level. Sound, lighting and/or laser beams must not be projected outside the exhibit booth. IE may immediately discontinue the use of any sound system, lighting or laser device that does not comply with this paragraph. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

## 28. Fire and Safety Laws

Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health. A description of these regulations will be found in the Exhibitor Service Manual; however IE will not be responsible for any errors or omissions contained therein.

## 29. Sponsorship

Sponsorship offerings are available to current-year Exhibitors. Should an Exhibitor, who is also a sponsor, cancel their exhibit space, their sponsorship will likewise be canceled. See Item 6. Cancellation by Exhibitor.

## 30. Violation of Rules and Regulations

Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all booth payments; 2) the Exhibitor's "points" for the following year's space draw may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by IE in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by IE of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

## 31. LEAD RETRIEVAL

Exhibitor acknowledges that the exclusive service provider for lead retrieval services will be identified in the Exhibitor Services Manual. Exhibitor may use such service provider to collect contact information from persons who visit such Exhibitor's space ("Attendee Data"). Exhibitor acknowledges that any Attendee Data so collected shall be used solely by Exhibitor for its legitimate internal business purposes. Without limiting the foregoing, Exhibitor understands and agrees that (i) it will not sell, transfer or otherwise distribute to any third party all or any part of any Attendee Data, (ii) it will not make or attempt to make any compilation of the attendees and/or other participants of the Event or any other derivative work of any Attendee Data, (iii) it will not otherwise use any Attendee Data in connection with any illegal, distasteful, immoral, dishonest or fraudulent activity and (iv) the compilation of the attendees and/or other participants of the Event is the sole property of IE.

## 32. Governing Law

This contract is governed by the laws of the State of Delaware as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Delaware shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Wilmington, DE.

## Membership Discount and Dues Contribution Program

### Membership Discount for Exhibit Space

Corporations, partnerships or other business entities that are active members in good standing of any one of the constituent bodies of the National Waste & Recycling Association as of 21 days before the first day of the show (April 14, 2020) may receive a discounted rate for exhibit space for the 2020 Show and be eligible for the Dues Contribution Program described below. Existing members of the National Waste & Recycling Association not in good standing as of April 14, 2020 that are later reinstated are not eligible to receive the discounted rate for exhibit space for the 2020 Show.

Sole distributors for member companies that wish to exhibit at the 2019 Show must hold their own individual membership in the National Waste & Recycling Association to receive the discounted rate for exhibit space. If the distributor elects to exhibit under the manufacturer name, only the manufacturer's name will be listed on any promotional materials as the exhibitor. Companies that purchase exhibit space at the active member rate will be listed in the onsite program under their official member name and address. In order to be listed on the onsite program, membership must be current by April 14, 2020, subject to signing up by print deadlines.

The exhibiting company must be the dues paying entity to receive the discounted rate for exhibit space. Members who contract for space with the intent of sharing space with a non-member company must include the information of the non-member company on the contract form. Any exhibit space being used by the non-member company will be charged the non-member rate for its portion of the exhibit space.

A company that becomes a new member of the National Waste & Recycling Association by the closing day of the 2020 Show will be entitled to receive the discounted rate for exhibit space for the 2021 Show.

### Dues Contribution Program

Based upon a member's total spending with Penton's Waste Industry Group (including but not limited to booth space/sponsorships at the 2020 Show and any additional spending in calendar year 2020 (January-December) for print, digital and online advertising and/or marketing services), Penton's Waste Industry Group will make a contribution directly to the exhibitor's applicable National Waste & Recycling Association account (currently anticipated to be 10% of the total spend). This transfer of funds between Penton's Waste Industry Group and National Waste & Recycling Association membership accounts may eliminate the separate billing of dues that now occurs for many members. It provides an easy way for an exhibitor to become a member of the National Waste & Recycling Association and directly fund projects and programs in the member's interest area. To take advantage of this Dues Contribution Program for the 2019 Show, an exhibitor must be a member in good standing of the National Waste & Recycling Association as of April 14, 2020 or become a new member by April 14, 2020. Show Management reserves the right to modify these terms in its sole discretion. Any such modifications shall be made available promptly to Exhibitor and shall become effective immediately upon adoption.