



BROADBAND  
WITHOUT  
BOUNDARIES

a tax-exempt "business league" under Section 501(c)(6) of the Internal Revenue Code.

**WISPA Educational Institute**

a 501(c)(3) public charity under Internal Revenue Code Section 170(b)(1)(A)(vi)

**WISPA-PAC**

a federal connected political action committee operating as a separate, segregated fund of WISPA under Section 527 of the Internal Revenue Code

## WISPA Exhibitor Agreement

Revised as of December 19, 2024 (supersedes all prior versions)

**NOTE:** Unless otherwise stated, **all measurements are in "United States customary units"** including:

1 yard (yd) = 3 feet, or 36 inches, or 0.9144 meters

1 foot (ft, or ') = 12 inches, or 30.48 centimeters, or 0.3048 meters

1 inch (in, or ") = 2.54 centimeters

### 1. Incorporated Terms

**WISPA'S EXHIBIT HALL GENERAL POLICIES, EXHIBIT HALL BOOTH SPACE POLICIES, CODE OF ETHICS, CODE OF CONDUCT, SOCIAL MEDIA CONDUCT POLICY, AND CONFERENCE ATTENDEE TERMS & CONDITIONS** are hereby incorporated by reference, including the following defined terms:

- Attendee** ..... a person, delegate, accompanying person, student, media representative, speaker, volunteer, staff, participant or exhibitor who is present at a Conference whether in person or virtually.
- Booth Space** ..... One or more designated spaces contractually reserved by Exhibitor in the Exhibit Hall of and during the Event, including any meeting room(s) in the Exhibit Hall or elsewhere in the Event venue if separately reserved with WISPA.
- Conference** ..... a WISPA conference or sponsored event.
- Event** ..... the Conference identified in the Exhibitor Agreement to which this document is attached (*i.e., this document*).
- Event End Date** ..... the end date of the Event.
- Event Management** ..... WISPA and its designated event team, including the venue owner/operator, official contractors, and affiliated third parties.
- Event Start Date** ..... the start date of the Event.
- Exhibit Hall** ..... one or more areas at the Event venue generally reserved for vendor displays and demonstrations and designated primarily for a concentration of Booth Spaces.
- Exhibitor** ..... the Attendee (individual or company, inclusive of their employees and contractors) identified in the Exhibitor Agreement to which this document is attached that has contracted for Booth Space at the Event.
- Exhibitor Services Portal** ..... an online portal provided by Event Management for event content and vendor services (e.g., labor, furniture, power, food/beverage, etc.).
- Force Majeure** ..... extreme weather, fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism, or any other such similar cause beyond the reasonable control of WISPA.
- Member** ..... a WISPA Member.



**WISPA**.....collectively, the Wireless Internet Service Providers Association and WISPA Educational Institute.

## 2. Other Defined Terms

**Acceptance Date** .....the latter date when this Exhibitor Agreement has been signed by both Exhibitor and WISPA

**Event**.....[ ]

**Event Location**.....[ ]

**Event Start Date**.....[ ]

**Event End Date**.....[ ]

**Exhibitor Pass**.....a WISPA-issued Event badge to enter the Exhibit Hall at any time between the Event Start Date and Event End Date

**Party/ies**.....WISPA and Exhibitor are each a Party, and collectively the Parties, to this Exhibitor Agreement

## 3. Scope

This WISPA Event Exhibit Booth Reservation Agreement (“**Exhibitor Agreement**”) is entered into and is effective on the **Acceptance Date** and is by and between the company purchasing **Booth Space**(“**Exhibitor**”) and **WISPA** with respect to **Exhibitor’s** use of **Booth Space** at the **Event Location** during the **Event**. **WISPA** reserves the right to change and modify the terms and conditions at any time and such revised terms shall be effective immediately. All **WISPA** decisions are final and are not subject to further review or appeal.

## 4. Eligibility

**WISPA** reserves the right to determine the eligibility of any company for inclusion in the **Event**.

**Exhibitor’s** eligibility to exhibit must remain in effect from the **Acceptance Date** to the **Event End**

**Date**. Should **WISPA** determine in its sole discretion that **Exhibitor** is no longer eligible for inclusion in the Event, **WISPA** may provide written notice to Exhibitor at the address it provides to WISPA and terminate the **Agreement** without liability or refund due.

## 5. Space Selection

**Exhibitor** shall request **Booth Space** on a hierarchical first-come, first-served basis (e.g., past

Conference sponsors, then Members, then all others) during the reservation process. **WISPA**

reserves the right to change its space allocation and/or **Exhibitor Booth Space** selections at any time (e.g., based on **Exhibitor’s** payment status, space availability, necessity of floor plan changes due to the requirements of the local fire marshal with jurisdiction over the Event venue, or for any other reason in **WISPA’s** sole discretion).



**6. Modification to Event**

**WISPA** reserves the right to modify the dates, times, location, and format of the **Event** (e.g., live event to a virtual event) upon written notice to **Exhibitor** without liability or obligation to refund payments made to **WISPA** by **Exhibitor**.

**7. Operation of Event**

**WISPA**, in its sole discretion and with or without cause, reserves the right to require modification of, restrict or exclude, in whole or part, any person, product, exhibit or entity it deems to be acting in a manner that is contrary to law, contrary to this **Agreement**, disruptive, unsuitable, objectionable, inappropriate, or not consistent with the character of the Event. Exhibitor hereby grants an irrevocable license to permit **WISPA**, at its sole discretion and at any time, to use photographs, videos, logos and testimonials ("**Images**") of the **Exhibitor** for **WISPA's** own publicity use. **Exhibitor** acknowledges that **WISPA** is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such **Images**, and (b) any and all claims **Exhibitor** and its representatives may have relating to or arising from the **Images** or their use.

**8. Booth Space Amenities**

Except as otherwise set forth in the **Event** prospectus, **WISPA** will provide **Exhibitor** the following **Booth Space** amenities:

- per 10' x 10' (100 square feet) booth units contracted by **Exhibitor**: side rail and back drape, one 6' Table, two chairs, two **Exhibitor Passes**, and one wastebasket.
- per 3' x 2' deep kiosk display counter contracted by **Exhibitor**: one **Exhibitor Pass**, two stools and one wastebasket.

**9. Booth Personnel**

Only **Exhibitors** with **Exhibitor Passes** (and their additional representatives with paid-in-full registrations) shall be permitted to display or demonstrate any products, processes or services, solicit orders or distribute materials at the **Event**.

**10. Additional Furnishings and Amenities**

Electrical service, Internet service, freight services, and any furnishing or amenity other than those listed above are the sole responsibility of the **Exhibitor** and must be ordered through the **Exhibitor Services Portal**.

**11. Payment**

- a. No access to the **Exhibit Hall** or **Booth Space** by **Exhibitor** will be permitted until full payment has been made.
- b. **Exhibitor** is immediately obligated on the **Acceptance Date** to pay in full and must complete all payment(s) no later than 30 calendar days in advance of **Event Start Date**.



- c. Any order placed within 30 calendar days of **Event Start Date** will be subject to availability, and payment in full will be due immediately upon order placement.
- d. Any order with an outstanding balance due within 30 calendar days of **Event Start Date** will be subject to cancellation without refund.
- e. Except as otherwise set forth herein, payment in part is permitted as follows:
  - a. For payment methods that support immediate payment (e.g., credit card), 50% partial payment is required at the time **Exhibitor** places an order for **Booth Space**.
  - b. For other payment methods, 50% partial payment is required within ten (10) business days of **Exhibitor** placing an order for **Booth Space**, or the order is subject to immediate cancellation.

Payment options are as follows:

- Online: at [wispa.org](http://wispa.org) or [wispaevents.org](http://wispaevents.org).
- Via e-mail: for a pre-arranged purchase order (please indicate booth #) to [billing@wispa.org](mailto:billing@wispa.org).
- Telephone: provide credit card info to WISPA's office at 202.240.7000 (AmEx, MasterCard, VISA, Discover).
- Mail: send a check (payable to WISPA; please indicate booth #) to PO Box 742, Van Wert, OH 45891.
- **Cancellation: In the event of cancellation by the Exhibitor, Exhibitor shall remain responsible for full payment of all sponsorship payments, Booth Space payments, and all other fees. Booth Space cancellation necessarily results in cancellation all related Exhibitor Passes and registrations.**

## 12. No Assignment

The **Exhibitor** shall not assign, sublet or share exhibit space, in whole or in part, without prior written permission of **WISPA**.

## 13. Maintenance of Exhibits

The **Booth Space** shall be adequately staffed during **Event** hours. **Exhibit Hall** aisles may not be used for distributing literature, product samples, or other materials or conducting any promotional or other activities. **NO BOOTH SPACE IS TO BE DISMANTLED PRIOR TO THE END OF THE EVENT.** If the **Exhibitor** dismantles its **Booth Space** prior to the end of the **Event**, **WISPA** may fine the **Exhibitor** up to \$2,500.00 per 100 square feet of **Booth Space**, and **Exhibitor** agrees to permit **WISPA** to utilize the credit card, or ACH to checking account used to make payment for the **Booth Space**. Upon



conclusion of the **Event**, all exhibits, and related materials must be removed no later than the time specified by **WISPA**.

#### **14. Sales at the Event**

Any final sales transactions conducted at the **Event** are subject to federal, local and state laws and regulations. The **Exhibitor** agrees to assume sole responsibility to ascertain and assure full compliance with all such laws and regulations, including obtaining and producing a state and/ or local sales tax license or permit.

#### **15. Compliance with Laws, WISPA Policies, and this Agreement**

This **Agreement** is subject to any and all applicable laws, regulations, or ordinances in effect at the **Event Location**, and **WISPA's** and the **Event Location's** rules and regulations and any applicable labor agreements and regulations concerning the use of services and labor at the **Event Location**. Exhibitor shall abide by the WISPA Code of Conduct, Exhibit Hall General Policies, Exhibit Hall Booth Space Policies, Code of Ethics, Social Media Conduct Policy, Conference Attendee Terms and Conditions, and WISPA Suitcasing and Outboarding Policy. Exhibitor shall ensure that each and every one of its employees, agents, subcontractors, representatives and invitees are aware of and agree to abide by the same WISPA policies and to the terms and conditions of this Agreement.

#### **16. Safety Precautions**

All **Booth Space** materials must conform to applicable fire and safety codes and **Event Location** rules, regulations and practices. Displays are subject to inspection for safety by **Event Management** and by the local fire marshal with jurisdiction over the **Event** venue. Any materials determined in the sole discretion of **Event Management** or the local fire marshal with jurisdiction over the **Event** venue to be a safety hazard must be promptly removed.

#### **17. Attendance**

**WISPA** shall have sole control over all attendance policies at all times. **WISPA** does not guarantee specific volumes or levels of attendance at the Event. **Exhibitor** shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.

#### **18. Social Activities**

**Exhibitor** agrees to obtain **WISPA's** prior written approval before hosting any meetings, hospitality suites or other functions during any official **Event** activities or **Conference/Exhibit Hall** hours.

#### **19. Indemnification**

**Exhibitor** hereby agrees to indemnify, defend and hold harmless **WISPA** and the **Event Location**, their respective board members, managers, officers, directors, sponsors, employees, members, agents, successors, and assigns (each an "Indemnified Party") from and against any and all suits, actions, damages, demands, penalties, judgements, losses, settlements, expenses, liabilities or claims (including without limitation costs of investigation, court costs and reasonable attorney fees)

based upon or arising out of (a) any act, omission, negligence, misconduct or breach of any material condition of this Agreement by Exhibitor, its employees, subcontractors, representatives, servants, and/or agents or their respective employees, representatives, and/or agents and (b) by it or its employees, agents or invitees whatsoever including, but not limited to, for worker's compensation, personal injury or property damage, lost profits or for loss of use of property by whomsoever sustained, in any way relating to or arising out of participation in the **Event** by Exhibitor, its employees, subcontractors, representatives, servants, and/or agents or their respective employees, representatives, and/or agents. The terms of this provision shall survive the termination or expiration of this **Agreement**.

## 20. Force Majeure

If for any reason beyond the **Parties'** control the **Event** must be cancelled, shortened, delayed, modified in format (e.g., in-person event to virtual event), or otherwise changed for any cause beyond its control including, but not limited to **Force Majeure** and/or shortage of commodities or supplies to be furnished by the **Event Location**, infectious or communicable diseases, governmental authority, or war in the United States that makes it commercially impracticable, illegal or impossible for **WISPA** to hold the **Event**, **Exhibitor** understands and agrees that **WISPA** shall not be responsible for any losses, damages, or lost opportunities which **Exhibitor** may suffer as a consequence thereof.

## 21. Insurance

**Exhibitor** agrees to obtain property damage insurance to cover its exhibit material against damage or loss during the **Event**, and also to obtain liability insurance providing coverage against injury to any person or the property of others, naming **WISPA** and the **Event Location** as additional insured parties. All such insurance must fully comply with the coverage requirements of the **Venue**.

## 22. No Guarantee of Success

**WISPA** makes no express or implied warranty as to the success or profitability the **Exhibitor** will have from exhibiting, sponsoring, attending, or conducting any other promotion at the **Event**.

## 23. Waiver

Failure by **WISPA** to enforce any provision of this **Agreement** shall not be deemed as a waiver with respect to such provision after demand by **WISPA** for strict performance of this **Agreement**.

## 24. Default

In the event of any violation by the Exhibitor of any provisions of this Agreement, **WISPA** may in its sole discretion prohibit the Exhibitor from placing its exhibit, may terminate this Agreement, and may evict the Exhibitor and its representatives without refund. If **WISPA** acts pursuant to an Exhibitor's Default, **WISPA** shall have no obligation to refund any amount paid by the Exhibitor or its representatives.



**25. Fees and Costs**

**Exhibitor** agrees to pay **WISPA** for the reasonable collection fees, costs and attorneys' fees **WISPA** incurs in connection with collecting fees payable to WISPA or enforcing the terms this **Agreement**, if WISPA collects such fees or is the prevailing party in any litigation to enforce the terms of this **Agreement**.

**26. Jury Trial Waiver**

The parties hereby knowingly, voluntarily, and intentionally waive any right that they may have to trial by jury in any proceeding, litigation or counterclaim based on, or arising out of, or in any way with this **Agreement**. If the subject matter of any lawsuit is one in which the waiver of jury trial is prohibited, no party to this **Agreement** shall seek to consolidate any such action or present as a noncompulsory counterclaim in any such action any claim based on, or arising out of, or in any way connected with this **Agreement**.

**27. Severability**

If any provision of this **Agreement** is declared unenforceable, the remaining provisions of this **Agreement** will remain in effect.

**28. Entire Agreement and Amendment**

This **Agreement** contains the entire agreement between the **Parties** relating to the subject matter hereof. This **Agreement** may be amended only by a later written agreement signed by both **Parties**.

**29. Choice of Law and Venue**

This **Agreement** will be construed in accordance with and governed by the substantive laws of the State of Illinois, without regard to conflict of laws principles. Any action or proceeding to enforce or arising out of this Agreement will be commenced in the state or federal courts located in Cook County, Illinois. The **Parties** consent to personal jurisdiction and exclusive venue in such court and waive any request to transfer such action out of such court for the convenience of the **Parties** and witnesses.

**30. Booth Accessibility**

**Exhibitor** shall be responsible for compliance with the Americans with Disabilities Act of 1992 and any successor law with regards to their **Booth Space**, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at [www.usdoj.gov/ada/infoline.htm](http://www.usdoj.gov/ada/infoline.htm).

**31. Animals**

Except as authorized in advance and in writing by **Event Management**, no animals, other than certified service animals, will be allowed in the **Event** venue including, but not limited to, the **Exhibit Hall**, without the prior written consent of **Event Management**.



**32. Third Parties/Entertainers**

Except as authorized in advance and in writing by **Event Management**, no third parties (e.g., entertainers or temporary personnel not otherwise subject to an employment agreement with **Exhibitor**), will be allowed in the **Event** venue including, but not limited to, the **Exhibit Hall**, without the prior written consent of **Event Management**.

**33. Data Use**

**Exhibitor** shall be responsible for compliance with applicable data protection laws protecting the personal data of **Attendees**.

**34. Photography/Recordings**

It is expressly prohibited for the **Exhibitor** or its representatives to record **Images** of any other exhibitor's exhibition space or exhibits in any form without the prior written consent of **WISPA**. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recordings of any type and/or making any drawing or sketch or other physical record. **Exhibitor** and its representatives agree to surrender to **WISPA** on demand any material in whatever media on which **Images** may be recorded in violation of this rule, including but not limited to film, video tapes, sketchbooks, camera phones and digital storage devices.

**35. Children in the Event Location**

Except as authorized in advance and in writing by **Event Management**, no children (minors under the age of 18 years of age) shall be allowed in the **Event Location**. To the extent specifically permitted, minors will be permitted only during regular hours provided they are accompanied by a parent or legal guardian. It shall be the responsibility of the parent/legal guardian to supervise their minor(s) at all times. Failure to do so may result in the removal of the parent/legal guardian and their minor(s). No minor will be permitted in the **Event Location** during **Exhibit Hall** move-in and move-out times.

**36. LIMITATION OF LIABILITY**

**IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF PURPOSE OF ANY LIMITED REMEDY.**

**37. Acceptance**

This **Agreement** shall not constitute a contract between the **Parties** until acceptance by **WISPA**.