

# 2019 WISPAPALOOZA EXHIBIT AGREEMENT

## WISPA EVENT EXHIBIT BOOTH RESERVATION AGREEMENT TERMS

### All Conference purchases are Non-Refundable

1. **Scope:** This Agreement is entered into and is effective on the Acceptance Date below and is by and between the WISPA member company of which the currently logged in user account is affiliated (“Exhibitor”) and the Wireless Internet Service Providers Association (“WISPA”) with respect to the exhibitor’s use of exhibit space at Rio All Suites Hotel & Casino (the “Event Location”) during WISPAPALOOZA (the “Show”).
2. **Space Selection:** The Exhibitor shall request booth spaces on a first-come, first-served basis during the reservation process. WISPA reserves the right to change its space allocation and/or Exhibitor booth space selections at any time based on the Exhibitor’s payment status, space availability, the necessity of floor plan changes due to fire marshal requirements, or for any other reasons.
3. **Operation of Show:** 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 considers to be acting in a manner that is contrary to law, this Agreement, disruptive, unsuitable, objectionable, inappropriate, or not consistent with the character of the Show. WISPA may, at its sole discretion and at any time, use photographs, videos, logos and testimonials of the Exhibitor for WISPA’s own publicity use.
4. **Booth Amenities:** WISPA will provide the Exhibitor the following amenities: Exhibitor’s selected increment of 10’ x 10’ / 100 sq. ft. with side rail and back drape; one (1) 6’ draped table, two (2) chairs, and one (1) wastebasket per 10’ x 10’ booth space purchased; one (1) booth identification sign in the Exhibitor’s name, as listed on Exhibitor’s account with WISPA; two (2) exhibitor staff passes to be assigned by exhibitor prior to WISPAPALOOZA; one (1) standard electrical connection and one (1) e-mail announcement to the pre-Show attendee mailing list.
5. **Booth Personnel:** Only duly registered Exhibitors and their representatives whose exhibitor registrations are paid in full shall be permitted to display or demonstrate any products, processes or services, solicit orders or distribute materials at the Show.
6. **Additional Furnishings and Amenities:** Electrical service or outlets beyond the standard electrical connection, 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 official Event Location Service Contractor Fern Exposition and Events Services.
7. **Payment:** Full payment is due immediately as of the effective date of this Agreement. No exhibit will be permitted to be placed in the exhibit space until full payment has been made. Payment options are as follows:
  - Pay online at [wispa.org](http://wispa.org)
  - E-mail purchase order (please indicate booth #) to: [billing@wispa.org](mailto:billing@wispa.org)
  - Call WISPA’s office to provide credit card info: 407-641-1644 (AMEX, MasterCard, VISA, DISCOVER) Send a check (payable to WISPA; please indicate booth #) via mail to: 4417 13<sup>th</sup> Street #317, Saint Cloud, FL 34769
  - **Cancellation:** In the event of cancellation by the Exhibitor, Exhibitor shall remain responsible for full payment of all sponsorship payments, exhibit space payments, and all other fees. Booth space cancellation necessarily results in cancellation all related Exhibitor registrations.

8. No Assignment: The Exhibitor shall not assign, sublet or share exhibit space, in whole or in part, without prior written permission of WISPA.
9. Maintenance of Exhibits: All exhibits shall be adequately staffed during Show hours. The aisles of the exhibit area may not be used for distributing literature, product samples, or other materials or conducting any promotional or other activities. **NO BOOTHS ARE TO BE DISMANTLED PRIOR TO THE END OF THE SHOW.** If the Exhibitor dismantles its booth prior to the end of the show, WISPA will fine the Exhibitor **\$2,500.00**. Upon conclusion of the Show, all exhibits and related materials must be removed no later than the time specified by WISPA.
10. Sales at the Show: Any final sales transactions conducted at the Show are subject to 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.
11. Compliance with Laws: This Agreement is subject to any and all applicable laws, regulations, rules or ordinances in effect at the Event Location, including 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.
12. Safety Precautions: All exhibit materials must conform to applicable fire and safety codes and Event Location rules, regulations and practices. Displays are subject to inspection for safety by WISPA and by local fire department representatives. Any materials determined by WISPA, local fire department officials, or the Event Location, in their sole discretion, to be a safety hazard must be promptly removed.
13. 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 Show. The Exhibitor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.
14. Social Activities: The Exhibitor agrees to obtain WISPA's prior written approval before hosting any meetings, hospitality suites or other functions during any official Show activities or conference/exhibit hall hours.
15. Indemnification: The Exhibitor hereby agrees to indemnify and hold harmless and blameless WISPA and the Event Location, their board members, managers, officers, directors, sponsors, employees, agents, successors, and assigns from any suit, action, damages or claim 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 the Exhibitor's participation in the Show.
16. Force Majeure/Rescheduling of Show: In the event that either the Event Location or any part of it is unavailable, whether for the entire Show, or a portion of the Show, for any cause over which WISPA has no control; or should WISPA decide, in its sole discretion, that it is necessary to cancel, postpone, or alter the location of the Show, or the time for installation of exhibits, conduct of the Show, or removal of exhibits, WISPA shall not be liable to indemnify or reimburse the Exhibitor with respect to any alleged damage or loss, direct or indirect, arising as a result thereof.
17. Insurance: The Exhibitor agrees that WISPA has advised it to obtain property damage insurance to cover its exhibit material against damage or loss during the Show, 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.

18. 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 Show.
19. 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.
20. 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.
21. Fees and Costs: If WISPA undertakes any legal proceedings to enforce any part of this Agreement, the Exhibitor agrees to pay to WISPA all costs and attorneys' fees WISPA reasonably incurs in connection with such proceedings.
22. 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 connected 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 non-compulsory counterclaim in any such action any claim based on, or arising out of, or in any way connected with this Agreement.
23. Severability. If any provision of this Agreement is declared unenforceable, the remaining provisions of this Agreement will remain in effect.
24. 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.
25. 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 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.
26. Acceptance. This Agreement shall not constitute a contract between the parties until acceptance by WISPA.