

EXHIBITOR AGREEMENT

This Exhibitor Agreement (the “Agreement”) is made in connection with the World Conference of Science Journalists 2017 (“WCSJ2017” or the “Show”), which is being produced by and is the property of the Council for the Advancement of Science Writing, a New York not-for-profit corporation (“CASW”), the National Association of Science Writers, Inc., a New York not-for-profit corporation (“NASW” or “Management”), and the World Federation of Science Journalists, a Canadian not-for-profit, non-governmental organization (“WFSJ”) (CASW, NASW and WFSJ, collectively, the “Organizers”).

By submitting a request for exhibit space at the Show, whether via the website maintained by the Organizers for the show (the “Website”) (currently located at <http://wcsj2017.org>), or by any other means, the party submitting that request (the “Exhibitor”) hereby agrees as follows:

1. **Rules and Regulations:** Exhibitor shall abide by the rules and regulations contained herein and in the Exhibitor Service Manual, which will be made available online at the Website in or around June 2017, and with any other applicable rules and regulations, including those provided by the Organizers and the Marriott Marquis Hotel, all of which may be updated or amended by Management in its discretion for efficient or safe operation of the Show. Any matters or questions which may arise in connection with the Show that are not specifically covered by such rules and regulations will be decided by Management in its discretion. Management reserves the right to prohibit any exhibit or any part of an exhibit that is not consistent with the objectives of the Show.
2. **Exhibit Fees and Payment Schedule:** The exhibit fee must be paid in full to participate and to reserve the space. The exhibit fee entitles Exhibitors to: exhibit space, identification sign, access to Show wifi, company listing and description in the Show program (if Exhibitor contracts for space before the deadline), and two complimentary base conference registrations. **Any space not fully paid will be subject to cancellation and reassignment without notice.** All payments must be in U.S. Dollars.
3. **Use of Space and Operation of Exhibits:**
 - a. **Exhibiting Company:** Only the name of the Exhibiting Company provided by the Exhibitor to Management will be displayed in the exhibit space, in the Show’s printed list of exhibitors and on exhibitor badges. Exhibitor may not assign, share or sublet any part of the exhibit space without the prior express written consent of Management.
 - b. **Booth Representatives:** All representatives of Exhibitor, including models or demonstrators, must be properly registered, wearing badges, and properly and appropriately attired. Exhibitor’s complimentary registration will permit entrance to the exhibit hall during move-in, show hours, move-out, and all exhibit hall functions. Those wishing to attend additional sessions and social events must register as a Full Conference Participant as part of the Attendee Conference Registration which is expected to be made

available online starting in or around May 2017. Only authorized personnel or representatives of the Exhibitor will be permitted in the hall during installation or dismantling of the Show.

- c. **Display Appearance:** Exhibitor is responsible for maintaining a neat appearance to its display. Any undecorated side of a display visible from the aisle or adjoining exhibits must be made presentable by the Exhibitor. Displays not satisfactory in the opinion of Management shall be made presentable at the Exhibitor's expense. Exhibitor must arrange for the removal of excess trash and waste materials and must keep the exhibit free of any and all conditions that might be dangerous to Show visitors.
- d. **Display Regulations:** All exhibit displays must adhere to International Association of Exhibitions and Events (IAEE) Guidelines for Display Rules & Regulations in effect at the time of the Show.
- e. **Activities Confined to Exhibitor's Space:** Exhibitor may only distribute literature, samples, and other promotional materials, and accept bona fide business orders for future deliveries, within the confines of Exhibitor's rented space. Samples or souvenirs may not be sold and may not be distributed in a manner which, in the judgment of Management, blocks the aisles or in any way handicaps other exhibitors or impairs the flow of attendees. No company gobos, logos, etc. may be displayed or projected on or into the public exhibit space including aisle carpet, walls, ceilings, etc. without prior approval from Management.
- f. **Noise and Sound:** Musical instruments, audio equipment, and other noise-making devices or amplifying equipment shall be operated only at a level which will not interfere with other exhibitors. Without exception, all sound must be contained within, and directed into, the footprint of the contracted exhibit space. Management shall be the sole judge of what constitutes appropriate sound levels.
- g. **Lighting:** The use of flashing electric signs or lights, glaring lights, or other irregular lighting effects are prohibited. Lights may not be directed into other booths or the aisle, and may not show through Show drapery.
- h. **Intellectual and other Property:** Exhibitor may exhibit, advertise or promote only those products or services for which it has authorization. Exhibitor represents that prior to the Show it will own or have the right to use any music, images, video, software, intellectual and other property that it displays or uses at the Show.
- i. **Prohibited Selling:** Exhibitor may display, provide samples, discuss, explain and demonstrate products or services but may not make any sales which result in the direct exchange of moneys or the use of credit cards in the exhibit hall. Only bona fide business orders for future delivery may be taken. Violations of this provision will result in expulsion from WCSJ2017. THIS POLICY WILL BE STRICTLY ENFORCED.

- j. **Lotteries:** If Exhibitor wishes to use raffles, lotteries, or games of chance as a merchandising tool, Exhibitor must first obtain Management approval. The Exhibitor shall ensure that any such raffle, lottery, or game of chance complies with applicable law, regulation or ordinance.
 - k. **Food:** Food may be served during specified hours and only within the footprint of the contracted exhibit space. Exhibitors wishing to host receptions outside the footprint of the contracted exhibit space must contact ros@casw.org to contract the event separately. All food and beverages served at functions on the premises of the Marriott Marquis San Francisco Hotel (the “Hotel”) must be provided, prepared, and served by the Hotel, and must be consumed on Hotel premises. Alcohol may only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age. Food service must be contracted directly with the Hotel. Further information may be provided in the Exhibitor Service Manual or other materials.
 - l. **Compliance with Laws.** Exhibitor is responsible for being aware of and complying with all applicable laws and regulations, including, but not limited to the following:
 - i. all safety, fire, environmental, and health ordinances regarding installation, operation of equipment, displays, and exhibit materials, and disposal of any waste products Exhibitor generates during the exhibition, including guidelines established by the U.S. Environmental Protection Agency and by the owner of the premises. Exhibitor must ensure that all display materials are flame-retardant.
 - ii. all union and labor laws, rules and regulations. NASW has been informed that Union labor will be required for certain aspects of exhibit handling. NASW may convey further information from time to time which it believes may assist Exhibitor in complying with Union requirements, but the Organizers take no responsibility for the accuracy or completeness of that information.
 - m. **Photography:** Exhibitor may only photograph Exhibitor’s own booth space. Photography of another exhibitor’s exhibit space or product is prohibited.
 - n. **Dismantling of Exhibits:** All exhibits must be dismantled, packed, and removed from the hall by 9:00 PM PST on Saturday, October 28, 2017.
4. **Prohibited Materials and Care of Premises:** Exhibitor may not, and must ensure its employees and agents do not, bring hazardous or illegal items, materials or substances into the Hotel or mar or deface the premises. Exhibitor must surrender the space occupied in the same condition as at the commencement of occupancy. Exhibitor shall be solely responsible for any damages to the Hotel or premises caused by its display.
5. **No Endorsement:** Products and/or services on display in the exhibit area within WCSJ2017 carry no implied or real endorsement or recommendation by the Show or by any of the

Organizers. Exhibitor will not represent any product or service as being endorsed or recommended by the Show or by any Organizer.

6. **Cancellation by Exhibitor:** Exhibitor may cancel its participation in the Show by giving Management notice in writing. If Management receives such notice on or before May 1, 2017, Management shall return 80% of the exhibit fee received by Management. If Management receives such notice after May 1, 2017, and on or before July 1, 2017, Management shall return 50% of the exhibit fee received by Management. If Management receives such notice after July 1, 2017, the Exhibitor shall forfeit the exhibit fee. In the event of Exhibitor's cancellation, Management may use the space for its own convenience, including selling the space to another exhibitor, without rebate or allowance to the canceled Exhibitor. Management assumes no responsibility for having included the name or description of the cancelled Exhibitor in programs, news releases, publicity, or other material related to the Show.
7. **Failure to Occupy Space:** If Exhibitor fails to occupy its contracted space by 3:00 PM PST on October 26, 2017, Exhibitor will be subject to cancellation in Management's discretion, and Management may use the space for its own convenience, including selling the space to another exhibitor without any rebate or allowance to the cancelled Exhibitor.
8. **Show Interruption or Show Cancellation:** If the Show is cancelled or does not take place as scheduled, or access to the premises is not possible due to damage or destruction of the site of the Show, strike, lockout, injunction, act of God, act of war, emergency declared by any government agency or by NASW (a "Force Majeure Event"), or for any other reason, this Agreement may be terminated by NASW. In the event of such termination, Exhibitor waives any and all damages and claims for damages against the Organizers and agrees that NASW's sole liability shall be to return to Exhibitor any payment made to NASW hereunder.
9. **Official Contractors:** Curtin Convention & Exposition Services, Inc. ("Curtin") is the Show's Official General Service Contractor www.curtinconvention.com. All arrangements for exhibit material handling, display labor, furnishings, booth cleaning and electrical/av services must be made at the Exhibitor's expense via Curtin. Curtin has informed NASW that its rates will be published in the Curtin Exhibitor Service Kit, which Curtin intends to post at www.curtinconvention.com by June 1, 2017 and make available by email in PDF format. Curtin is not an affiliate, employee or agent of NASW or any other Organizer.
10. **Insurance:** Exhibitor must hold or obtain at its own expense insurance for fire, property, public liability, and theft, to cover the full period of occupancy of the premises by Exhibitor, its agents and employees. None of the Organizations shall be liable for any damage to or loss or theft of Exhibitor's space or property. Exhibitor shall maintain general liability insurance in commercially reasonable amounts and shall maintain Workers' Compensation insurance (or an equivalent policy covering injuries to employees) as required by applicable law covering all of Exhibitor's employees engaged in work on WCSJ2017-related activities. Exhibitor shall provide a Certificate of Insurance reflecting such insurance no later than thirty (30) days prior to the commencement of WCSJ2017.

11. **Indemnification:** Exhibitor agrees to indemnify and hold harmless each of the Organizers and their respective directors, officers, employees, agents, representatives, successors and assigns (collectively, the “Indemnified Parties”) from and against all claims, costs, damages, expenses, and liabilities of any nature or kind, including attorneys’ fees and disbursements (collectively, “Losses”), arising out of or in connection with (a) any breach by Exhibitor or its employees or agents of Exhibitor’s representations, warranties or other obligations under this Agreement regardless of the cause and (b) any third party claim or legal proceeding against any Indemnified Party caused by, or arising out of, the acts or omissions of Exhibitor or any of its directors, officers, employees, representatives or agents, except to the extent any such act or omission was due to the gross negligence or willful misconduct of an Indemnified Party.
12. **Limitation of Liability:** In no event shall any Organizer’s liability for any and all claims, costs, damages, expenses and liabilities arising out of or in any way related to this Agreement exceed the amount paid by to NASW by Exhibitor under this Agreement. None of the Organizers shall have any liability, whether arising in contract, tort, strict liability, breach of warranty or under any other theory of law, for any special, exemplary, incidental, indirect or consequential loss or damage of any nature suffered by Exhibitor or any of its directors, officers, employees, agents and representatives arising out of or in connection with this Agreement.
13. **Notices:** All notices, waivers, claims and other communications hereunder (each, a “Notice”) shall be in writing and (a) if to NASW, shall be addressed to National Association of Science Writers, P.O. Box 7905, Berkeley, CA 94707; (b) if to Exhibitor, at the address provided by Exhibitor to NASW, or, in either case, to such other address that may be designated by NASW or Exhibitor in writing to the other. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Such Notice shall be effective upon receipt by the receiving party.
14. **Assignment:** Exhibitor may not assign or otherwise transfer this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of NASW.
15. **Severability:** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, the provision shall be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.
16. **Entire Agreement:** Except as provided in Section 1, this Agreement sets forth the entire agreement with regard to the subject matter hereof and supersedes all prior and contemporaneous negotiations and agreements, written or oral, with regard to such subject matter.

17. **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflict of law rules that would cause the application of the laws of any other jurisdiction. The venue for any legal proceeding concerning this Agreement shall be the court of appropriate jurisdiction located in the City and County of New York or in the United States District Court for the Southern District of New York. Exhibitor waives any objections to service of process for said venue. Exhibitor irrevocably submits to the exclusive jurisdiction of such courts, and irrevocably waives any objection to the laying of venue of any such legal action, and further irrevocably waives any claim that any such court is not a convenient forum for any such action.

18. **Waiver:** No waiver of any of the provisions hereunder shall be effective unless explicitly set forth in writing and signed by NASW. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. **No Third-Party Beneficiaries:** This Agreement is for the sole benefit of NASW and, to the extent specified herein, the other Organizers, and each of their respective successors and permitted assigns (and, in the case of Section 11 above, the other Indemnified Parties), and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature.

By typing the name of the Exhibitor and Authorized Representative in the space below, Exhibitor hereby agrees to the terms of this Exhibitor Agreement, which shall be considered duly executed and delivered as of the date on which the Exhibitor submitted its request for exhibit space at the Show.

Exhibitor (Company Name)

Authorized Representative _____
Signature of Authorized Representative _____