



Air & Waste Management Association's 116<sup>th</sup> Annual Conference & Exhibition

# **Smart Growth:** Balancing Development, Restoration and Resiliency

June 5 – 8, 2023 • Orlando, FL

## **Sponsorship and Exhibit Opportunities**

With its abundant coastline, diverse and numerous ecosystems, multiple theme and fun parks, and fantastic weather, Florida is a popular and attractive destination for visitors and a wonderful home for its residents. For similar reasons, Florida is uniquely challenged with respect to future impacts of weather and sea level rise as well as many other pressures brought by an ever-increasing population. With its commitment to the environment and its diverse voices and minds working for a better tomorrow, Florida stands ready to plan and adapt to change.

ACE 2023 will unite professionals from major industry, private sector, consulting, government and education for an exciting event that will explore the ever-expanding environmental challenges and provide solutions to becoming and remaining resilient for tomorrow. This is an ideal opportunity for professionals to share their knowledge to advance the industry, and for environmental companies to showcase their products, services, and solutions with professionals involved in environmental science, solutions, and policy.

**Maximize your exposure . . .**

**Generate high value leads . . .**

**Expand your network!**

[www.awma.org/ACE2023](http://www.awma.org/ACE2023)



AIR & WASTE MANAGEMENT  
ASSOCIATION





# 2023 A&WMA Annual Conference & Exhibition

## The place for connections

Orlando, FL will welcome environmental professionals from around the world for the Association's 116<sup>th</sup> Annual Conference & Exhibition. As the industry's leading environmental event, ACE 2023 provides unique opportunities for participants to network and share information and solutions related to the areas of environmental air quality, sustainability and resource conservation, power generation, transportation, health and environmental effects, and waste management. Our attendees are always on the lookout for new and better ways to do business and make their organizations more successful.

**Be a part of it!**



### Who Will Attend

- CEOs, executive management, consulting/staff engineers, EH&S managers, and government regulators
- Decision-makers from the fields of environmental and waste management, and air pollution control
- Environmental agencies, policy makers, auditors, managers of emissions regulatory authorities, lawyers, and academia
- Top-level corporate executives from international corporations, privately held companies, consulting and law firms
- Government policy makers responsible for environmental regulations, policies, and enforcement, research and technology transfer, and business and economic development
- Federal, regional, and municipal government leaders looking for solutions to the environmental challenges in energy, natural resources, and infrastructure development



### About the Air & Waste Management Association

The Air & Waste Management Association is a nonprofit, nonpartisan professional organization enhancing knowledge and enterprise by providing a neutral forum for information exchange, professional training and development, and networking opportunities to thousands of environmental professionals around the world in over 65 countries.

Visit [www.awma.org](http://www.awma.org) for more information on the Annual Conference & Exhibition and browse the full listing of all of A&WMA's products, services, and programming.



# Exhibit Opportunities

## Maximize Your Company's Exposure

The exhibit hall at the 116<sup>th</sup> A&WMA Annual Conference & Exhibition is the one-stop destination for environmental technology solutions, product and service demonstrations, and visits with buyers and decision-makers from across the environmental spectrum. The expansive exhibit hall is centrally-located at the Hyatt Regency Orlando and is host to continental breakfasts, refreshment breaks, hands-on demonstrations, and receptions where attendees gather and meet face-to-face discovering the latest in environmental technology and innovation.

### Why exhibit at ACE 2023?

- **You will receive local, regional, state/provincial, national and international exposure.** ACE attendees represent all U.S. states, Canadian provinces and countries across the globe.
- **Attendees spend time on the exhibit floor.** Activities and special events are held on the exhibit floor, including continental breakfasts, refreshment breaks, and networking receptions. These activities generate traffic and bring attention to your products and services.
- **ACE attendees like what they see.** Attendees keep coming back. Over 35% of attendees have been attending the conference for more than 10 years.
- **Your competitors and colleagues will be there.** ACE is noted by professionals as a key industry event. Service and technology firms looking to reach professionals in the industry not only exhibit, but also present technical papers, chair sessions, and network at the social events.
- **A&WMA's aggressive year-round marketing campaign.** A&WMA takes advantage of every opportunity to reach out to prospective ACE attendees. We promote ACE and the exhibit hall through social media, online advertising, e-mail blasts, website updates, monthly newsletters, and advertising in other leading industry magazines and publications to recruit the participation from the industry's top professionals.

### Exciting Exhibit Hall attractions include:

Grand Opening and Ribbon-cutting Ceremony • Dedicated exhibit viewing hours during conference breaks • Daily breakfasts • Exhibit Hall Happy Hour • YP Hub events and demonstrations

### EXHIBIT HALL FLOOR PLAN

#### Plaza International Ballroom, Hyatt Regency, Orlando



### Exhibitor benefits:

- Two (2) full conference registrations, and two (2) booth personnel badges
- A copy of the advance and final registration lists for pre-conference and follow up promotion
- Exclusive advertising opportunities on the ACE 2023 website and in pre-conference communications
- Company listing and description in the final program
- Hyperlinked listing on the ACE 2023 exhibitor website
- Unlimited free exhibit hall passes to distribute to clients

### Booth Prices:

10' x 10': \$3,300  
10' x 20': \$5,900  
20' x 20': \$10,800

### Each 10 x 10 Booth includes:

6' draped table, (2) chairs, wastebasket, standard carpet, complimentary WIFI





# Sponsorship Opportunities

Sponsorship at the Air & Waste Management Association's 116<sup>th</sup> Annual Conference & Exhibition is the perfect way to show your organization's commitment to the environment and to get your name in front of thousands of the industry's leading professionals.

## How Do Sponsors Benefit?

For optimal visibility and to gain additional recognition during the conference, take advantage of one of the many sponsorship opportunities A&WMA offers. Sponsorship is a great opportunity to build brand recognition and is an easy, cost-effective way to deliver your message to a qualified audience of professionals seeking business solutions.

## Sponsorship Opportunities At a Glance

Whatever your desired level of investment, ACE 2023 offers several options that will fit your company's budget and will give you the extra promotion for which you are looking. Sponsored events provide additional opportunities for access, networking, and recognition. Long after the conference has ended, sponsorship giveaways provide continued exposure, recognition, and visibility.

## Core Benefits

All sponsorship levels enjoy **core benefits** including:

- Company listing with a hyperlink on the conference website
- Company description included in the final program and event app
- Onsite signage with company logo where applicable
- Company logo in pre-conference communications

**Each level of sponsorship includes a variety of additional exclusive benefits including:**

- Complimentary conference registrations
- Recognition at a sponsored event of your choice (see below)
- Discount on your exhibit booth
- Complimentary ad in ACE Final Program
- Complimentary ad in *EM* Magazine
- Complimentary ad on conference website and/or app
- Logo and stage recognition at Keynote Session and Honors & Awards Luncheon



## Sponsorship Levels

### Special Events and Items available for sponsorship

**Selecting a Special Event or item of your choice gives sponsors that extra recognition.**

### General Conference Sponsorship\*

Customizable event and promotion selections available.

### Diamond Sponsorship Level\* (\$20,000):

Opening Evening Reception: Welcome to Orlando  
Honors and Awards Ceremony and Luncheon  
Opening General Session: Keynote Address

### Platinum Sponsorship Level\* (\$15,000):

Networking Reception in the Exhibit Hall  
Critical Review  
Conference Proceedings

### Gold Sponsorship Level (\$10,000):

Exhibit Hall Grand Opening Ribbon Cutting  
Networking Break in Exhibit Hall

### Silver Sponsorship Level (\$6,500):

Women's Professional Development Workshop and Luncheon  
Technical and Student Poster Session  
Young Professional/Student Social  
Technical Program Sessions (choice of one)

### Bronze Sponsorship Level (\$4,500):

Environmental Challenge International (ECi)  
Student Awards Ceremony  
Student Welcome Reception  
Young Professional Mentor Breakfast  
Technical Program Sessions (choice of one)

\*Exclusive sponsorship of events

### Sponsor and Exhibit Contact:

**Jeff Schurman**, A&WMA Business Development Manager  
jschurman@awma.org; 412-904-6003



Sponsorship Levels	General Conference	Diamond	Platinum	Gold	Silver	Bronze	Supporting
Cost (US Dollars )	Customizable	\$20,000	\$15,000	\$10,000	\$6,500	\$4,500	\$2,500
Core Benefits	✓	✓	✓	✓	✓	✓	✓
Complimentary Conference Registrations	Customizable	10	7	5	3	2	
Recognition at Sponsored Event or Item of Your Choice	✓	✓	✓	✓	✓	✓	
Discount on Your Exhibit Booth	Customizable	20%	20%	10%	10%		
Final Program Ad	Full-Page Color	Full-Page Color	Half-Page Color				
EM Magazine Ad	Full-Page Color	Full-Page Color	Half-Page Color	Half-Page Color			
Website/App Ads	Website banner/App Splash Screen	Main page square	App Main Page Square	App Subpage Banner			
Keynote Session and Honors & Awards Recognition	✓	✓					

## Create Awareness

Drive prospective customers to your exhibit booth by taking advantage of our promotional offers.

### Advertising Opportunities

**Final Program Ad** – Drive traffic and key prospects to your booth by advertising in the ACE Final Program, which is available to all conference attendees as well as posted on the A&WMA website. All exhibitors get their company description printed in the Final Program, but you can stand out by upgrading to purchase advertising space to feature your product or service.

**A&WMA Online Advertising** – Digital ads are available on the A&WMA website subpages, and additional online advertising opportunities may include banner or square ads on the technical program website and on the ACE 2023 Conference App.

**EM** – *EM*, A&WMA's premier magazine for environmental managers, keeps readers abreast of important developments throughout the year with coverage of regulatory changes; EPA and Environment Canada Research; new technologies; market analyses; environment, health, and safety issues; new products; and more. Advertise in *EM* leading up to ACE and reach the thousands of decision makers and qualified buyers that read each issue.

**Quarterly *EM Plus* (printed) and Monthly Electronic Member Newsletter** – A&WMA's dedicated member communications offer highly targeted, affordable options for generating traffic to your website and reaching your target audience. Let your customers know that you will be at ACE 2023 with an ad that includes your booth number and a link to your company website.

**Package Pricing** – We have a variety of advertising packages that will meet your budget and fulfill your advertising goals. Contact Jeff Schurman at [jschurman@awma.org](mailto:jschurman@awma.org); 412-904-6003 to find out more or to create a customized package for your company or organization.







# The City Beautiful

**Orlando may be known for its theme parks, but the magic doesn't stop there.** With entertainment districts near every resort in the city, there is no shortage of attractions and world-famous restaurants to explore. Orlando's diverse ecosystems and fantastic weather also provide unforgettable ecotourism experiences and outdoor fun.

## About Orlando

- Orlando is consistently ranked as one of America's most-visited destinations, bringing in about 75 million visitors per year.
- Often referred to as the "Theme Park Capital of the World," Orlando is home to Walt Disney World, Universal Orlando Resort, SeaWorld Orlando, and Legoland Florida Resort. Disney World's 25,000-acre complex includes four theme parks – Magic Kingdom, Epcot, Animal Kingdom, and Hollywood Studios along with two water parks.
- More than 44 institutions of higher learning are within 25 miles of the city center, including the University of Central Florida, one of the largest public university campuses by in the U.S.



## Explore the outdoors!

- Orlando is home to more than 100 lakes. Lake Eola in downtown Orlando is actually a giant sinkhole that is 80 feet at its deepest point.
- The Orlando Wetlands is home to over 30 species of wildlife that are listed on the Florida Wildlife Conservation Commission's Threatened and Endangered Wildlife list.
- Orlando provides plenty of opportunities to explore the area's natural beauty and lush ecosystems, including airboating across the wetlands, ecotours, visiting natural springs and nature trails, kayaking, fishing, birding, and outdoor thrills like zip-lining.

## Green Initiatives

- Over the past 13 years, Orlando has increased recycling collection by 35%, planted more than 20,000 trees, and diverted more than two million pounds of food waste. The city has also improved public transportation efficiency by launching its SunRail commuter train and expanding its bus rapid transit and bike share program.
- Orlando's recent sustainability initiatives include energy efficiency upgrades to city buildings and solar power in homes. The city ranked #1 in Florida for total carbon offsets and kW installed by residents.

**There are plenty of attractions to complement your visit to Orlando during ACE 2023!**

**Make your plans to be there today.**



**Conference Location**  
**Hyatt Regency Orlando**  
9801 International Drive  
Orlando, FL 32819

**Find more Annual Conference information on the website at [www.awma.org/ACE2023](http://www.awma.org/ACE2023).**





#### PARTIES: Air & Waste Management

**Association** ("Association") agrees to sell a sponsorship and/or lease exhibit space in the form of an exhibit booth as described in this contract in the designated exhibition area of the **Hyatt Regency Orlando**

("Exhibition Venue") to the individual(s) or company named below ("Exhibitor") and/or ("Sponsor").

#### SPONSOR AND EXHIBITOR

**DESCRIPTION:** Sponsors and exhibitors will be asked to submit a 50 word or less company/organization description. The description will be featured on the Sponsor/Exhibitor Profiles page(s) of the conference website and in the Conference Final Program.

**EACH BOOTH INCLUDES:** Company name and description in the conference program and ACE website if signed before program deadline, 6' draped table, (2) chairs, a wastebasket, standard carpet, and unlimited client "exhibit only" preferred guest passes. Additionally, exhibitors are eligible to receive complimentary full conference registrations, and booth only registrations as follows:

- 10X10 booth - 2 full conference registrations and 2 booth only passes
- 10X20 booth - 3 full conference registrations and 3 booth only passes
- 20X20 booth - 4 full conference registrations and 4 booth only passes

**PHONE, ELECTRIC, SHIPPING:** No phone, electric, decorations, or shipping is included with your exhibit space. Forms for ordering these services, as well as other ancillary items for your booth, will be available approximately 3 months prior to the event.

**SIGNATURE OF ACCEPTANCE:** By signing this application, you confirm you have read the terms and conditions of the contract.

**TERMS AND CONDITIONS:** Included in and made a part of this contract are the terms and conditions appearing on page 2.

Sign and return to Jeff Schurman at [jschurman@awma.org](mailto:jschurman@awma.org).

## EXHIBIT AND SPONSORSHIP AGREEMENT (Form-Fill)

A&WMA 116<sup>th</sup> Annual Conference and Exhibition June 5-June 8, 2023

Exhibit Hall Dates: June 6-June 7, 2023

Hyatt Regency Orlando

Please complete the form and return to Jeff Schurman at [jschurman@awma.org](mailto:jschurman@awma.org).

#### Booth Selection

Floor plan coming soon.

Booth choice: 1st: \_\_\_\_\_ 2nd: \_\_\_\_\_ 3rd: \_\_\_\_\_

#### Exhibit Booth and Sponsorship Rates (US Dollars)

Build your booth:

10' x 10': \$3,300 \$ \_\_\_\_\_

10' x 20': \$5,900 \$ \_\_\_\_\_

20' x 20': \$10,500 \$ \_\_\_\_\_

General Conference Sponsorship Package (\$25,000+) \$ \_\_\_\_\_

Diamond Sponsorship Package \$20,000 \$ \_\_\_\_\_

Platinum Sponsorship Package \$15,000 \$ \_\_\_\_\_

Gold Sponsorship Package \$10,000 \$ \_\_\_\_\_

Silver Sponsorship Package \$6,500 \$ \_\_\_\_\_

Bronze Sponsorship Package \$4,500 \$ \_\_\_\_\_

Supporting Sponsor \$2,500 \$ \_\_\_\_\_

**\*Sponsors:** If you are a first-time sponsor, or a repeat sponsor whose logo has recently been updated, please submit a high-resolution digital logo with this Sponsorship Agreement. Sponsor logos will be featured on the conference website, final program, pre-conference communications, and applicable onsite signage.

#### Final Program Advertising (US Dollars)

Full Page 4-color: \$2,000 \$ \_\_\_\_\_

Full Page B/W: \$1,500 \$ \_\_\_\_\_

Half Page horizontal B/W: \$1,000 \$ \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

#### Please complete information as you would like it to appear in the final program:

Company Name \_\_\_\_\_ Website \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Postal Code \_\_\_\_\_

#### Payment Method

☐ Please invoice my company at the above address. I understand payment is due upon receipt of invoice. (Invoice will be delivered to billing contact by email unless instructed otherwise.)

Billing Contact \_\_\_\_\_ Email \_\_\_\_\_

☐ Please charge my credit card: ☐ Visa ☐ MasterCard ☐ American Express

Name on Card \_\_\_\_\_

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Security Code \_\_\_\_\_

Address of Card \_\_\_\_\_

Signature for Credit Card Authorization \_\_\_\_\_

By executing and delivering this contract, I hereby acknowledge that I am authorized on behalf of the Exhibitor/Sponsor to enter into this contract. I have read, understand and agree to the terms, conditions and procedures on both pages (see Terms and Conditions-Page 2) of this contract.

☒ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print name and title) \_\_\_\_\_

Contact to Receive all Exhibit Materials \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_



# ACE 2023 Exhibit-Sponsorship Agreement - Terms and Conditions - Page 2

**ENTIRE AGREEMENT.** These Terms and Conditions along with the Contract identified above (the "Contract") merge, integrate, and supersede any prior negotiations and agreements between the parties, whether written or oral, concerning the subject matter hereof and constitute the entire agreement by and between Exhibitor and the Association. Any use of the phrase "these Terms and Conditions" shall be deemed to include the Contract to which these Terms and Conditions are attached or to which these Terms and Conditions relate.

**COMPLIANCE WITH LAWS.** Exhibitor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations ("Law(s)") and any rules and regulations that may be promulgated by the Association and/or the Conference and Exhibition Venue from time to time, including, without limitation, the Exhibition Services Manual. Exhibitor shall obtain, at its sole expense, any and all permits and/or licenses necessary for its participation in the Conference and Exhibition.

**ASSIGNMENT OF EXHIBITION SPACE.** The Association will use good faith efforts to accommodate Exhibitor's request for Exhibition Venue space ("Space"). The Association shall notify Exhibitor of the location of its Space by delivering to Exhibitor a Notice of Space Assignment. If the Association cannot accommodate Exhibitor's Space request, the Association will notify Exhibitor of available remaining Space. Exhibitor shall have the right to select a Space from such remaining Space. Such remaining Space shall be assigned on a first come, first served basis. The Association shall assign the Space to Exhibitor for the period of the Conference and Exhibition, provided the Exhibit Venue is made available to the Association for such period. Such assignment shall be made for the Conference and Exhibition identified in the Contract and shall not imply that the same or similar space will be held or offered for future Conferences and Exhibitions held by the Association. The Association reserves the right to modify the Floor Plan, in its sole discretion, as may be necessary for the best interests of the Conference and Exhibition and for the safe and efficient operation of the Conference and Exhibition.

**RELOCATION.** Although it is the intention of the Association to make permanent assignments of Space, the Association may have to relocate Exhibitor's Space to a different location on the Floor Plan. In the event of relocation, the Association shall promptly notify Exhibitor of such relocation.

**PAYMENT.** Exhibitor shall pay to Association the full contract price no later than 30 days from invoice date or two weeks prior to the beginning of the Conference & Exhibition, whichever occurs first, unless an alternative payment plan is agreed to in writing. If Exhibitor fails to make such payments, Association shall have the right to immediately terminate the Contract and rent the Space to another exhibitor or eliminate or maintain vacant the Space without further obligation to Exhibitor, provided, that Exhibitor shall not be relieved of any of its obligations under these Terms and Conditions, including, without limitation, its payment obligations.

**TERMINATION.** The Association shall have the right to immediately terminate the Contract if: (A) Exhibitor breaches any of these Terms and Conditions; (B) the Association determines, in its sole discretion, that Exhibitor is not eligible to participate in the Conference and Exhibition or Exhibitor's products and services are not eligible to be displayed at the Conference and Exhibition; or (C) Exhibitor's employees are on strike and are picketing or otherwise demonstrating in the vicinity of the Exhibition Venue during the period of the Conference and Exhibition. If the Association elects to terminate the Contract, the Association shall have the right, in addition to any other remedies it may have under these Terms and Conditions or at law or in equity, to close the exhibit located in the Space, repossess any property of the Association or the Venue Provider (as defined below) used by Exhibitor, and remove Exhibitor's property from the Space and Exhibition Venue.

**CANCELLATION AND WITHDRAWAL.** Exhibit booth spaces s are non-refundable, non-transferable, and non-cancellable. Full payment of the exhibit booth space must accompany this application. Should an invoice be required, full payment is due immediately upon receipt of the invoice. All exhibit booth applications received after May 3, 2023 must be accompanied by full payment. Sponsorships are non-refundable and non-cancellable. Sponsor agrees to pay above indicated sponsorship amount as determined by Air & Waste Management Association. Minimum of 50% deposit payment is due with application. Should an invoice be required, the 50% deposit payment is due immediately upon receipt of the invoice. A&WMA reserves the right to withdraw the sponsorship if full payment is not received by May 3, 2023. All sponsorship applications received after May 3, 2023 must be accompanied by full payment.

**ASSIGNMENT AND SUBLETTING OF SPACE.** Exhibitor shall not assign, sublet, or share all or any portion of the Space, or display any third-party equipment, materials and/or services, without the prior written consent of the Association.

**CONFLICTING MEETINGS AND SOCIAL EVENTS.** In the interest of the success of the Conference and Exhibition, Exhibitor agrees not to extend invitations to social events, call meetings, or otherwise encourage absence of any other exhibitors, registrants or members of the Association from the Conference and Exhibit at any time during the Conference and Exhibition, except on those days and during those times that the Association designates for such activities.

**LIMITATION OF LIABILITY.** THE ASSOCIATION'S LIABILITY TO EXHIBITOR HEREUNDER SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AMOUNTS PAID TO THE ASSOCIATION BY EXHIBITOR PURSUANT TO THE CONTRACT. IN NO EVENT SHALL THE ASSOCIATION BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES REGARDLESS OF THE THEORY OF RECOVERY UPON WHICH SUCH DAMAGES MAY BE BASED AND REGARDLESS OF WHETHER OR NOT THE ASSOCIATION HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

**INDEMNITY.** Exhibitor shall indemnify, defend and hold harmless the Association, its directors, officers, employees, agents, service contractors, and the owner, lessor and/or manager of the Exhibition Venue (the "Venue Provider") from any and all liability, damage, cost, or expense arising out of or connected with: (A) the death of, or injury to, any person visiting or using Exhibitor's Space, or any loss, theft, damage or injury to property, resulting directly or indirectly from any act or omission of Exhibitor, its employees, agents or contractors; or (B) the failure of Exhibitor to comply with any of these Terms and Conditions or the terms and conditions of the contract entered into by the Association and the Venue Provider. By signing the Exhibit and Sponsor Contract (page 1), the exhibitor hereby represents and warrants to Association that none of the exhibit materials or materials provided to Association infringe any copyright, trademark, or the intellectual property rights of another person.

**EXHIBITION HOURS AND DATES.** Hours and dates for installing, constructing, operating, displaying, and dismantling exhibits shall be those specified by the Association in the Exhibitor Services Manual. All exhibits must be open for business during exhibit hours. Under no circumstance shall the dismantling or packing of an exhibit begin before the official close of the Conference and Exhibition.

**EXHIBIT DISPLAYS. CARPET OR FLOOR COVERING REQUIRED.** Exhibitor's entire exhibit shall be confined to the Space as identified in the Floor Plan, and under no circumstances shall merchandise, equipment, trunks, cases or packing materials be left in any aisle or otherwise block access to any other exhibit or entrance or exit of the Exhibition Venue. No trunks, cases or packing materials shall be brought into or out of the Space during exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the Space, project above or beyond limits of the Space, or be pasted, taped, nailed, or tacked to walls of the Exhibition Venue. The exhibit hall is carpeted with standard grade carpeting.

**UNION LABOR.** Exhibitor shall comply with all union regulations applicable to the installation, construction, operation and dismantling of its exhibit.

**FIRE RULES.** Exhibitor shall not pack merchandise in paper, straw, excelsior, or any other flammable material. All cartons stored in the Exhibition Venue shall be emptied of contents. Exhibitor shall use no flammable decorations or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. If required by Law, Exhibitor shall have on hand in its Space, a notarized affidavit establishing that its display material has been treated during the past year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of Law.

**PHOTOGRAPHS.** No photographs of any Exhibition Venue space, including Exhibitor's Space, shall be taken without the prior written consent of the Association and the exhibitor.

**PLAYING OR REPRODUCTION OF MUSIC.** Exhibitor shall not provide or permit the use of music in any form or at any time unless: (A) if the music is copyrighted, Exhibitor shall in advance obtain and provide a copy to the Association of the written license to use said music at the Exhibition Venue from the owner of the copyright of said music, and (B) whether the music is believed to be copyrighted or not, Exhibitor shall obtain in advance from the Association a written consent to the providing of such music by Exhibitor. Exhibitor specifically agrees that in the absence of full compliance with (A) and (B) above, no music whatsoever, in any form, will be provided or permitted by it, and in the event of any copyright infringement claim arising with respect to the use by Exhibitor of music, all the provisions of the INDEMNITY provision of this Contract will be applicable. The Association shall have the power to make any reasonable settlement, without the consent or approval of Exhibitor, to resolve any dispute which may arise between the Association and anyone attempting to enforce a copyright, which settlement shall be binding on Exhibitor insofar as holding the Association harmless and indemnifying the Association are concerned. Exhibitor expressly agrees that the Association may, at Exhibitor's expense, take any legal action appropriate to ensure compliance by Exhibitor with this Section, including the obtaining of any injunction against Exhibitor.

**FUTURE EXHIBITIONS.** In addition to the Association's right to terminate the Contract pursuant to these Terms and Conditions, the Association may refuse to consider Exhibitor for participation in future exhibitions organized and held by the Association.

**INABILITY TO HOLD CONFERENCE; CHANGE IN SCHEDULED DATES.** If because of war, strike, the destruction, construction or renovation of the Exhibition Venue, government order, terrorist act, act of God or other cause beyond the control of the Association, the Conference and Exhibition or any part thereof is prevented from being held, the Association shall be relieved of its obligations under these Terms and Conditions. Regarding Exhibitors, the Association shall determine and refund to Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remain after deducting expenses incurred by the Association and reasonable compensation to the Association, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid by Exhibitor. Regarding Sponsors, Sponsorships are nonrefundable. The Association shall determine the remaining aggregate value of the sponsorship fees as of the date of cancellation or postponement and apply the remaining sponsorship value to an upcoming conference as agreed to by the parties. Exhibitor(s) and/or Sponsor(s) acknowledge and agree that the Association may be required to change the scheduled dates of the Conference and Exhibition as set forth in the Contract for reasons beyond its control or for reasons that, in the sole judgment of the Association, will benefit the Conference and Exhibition and the participating exhibitors and sponsors. In the event that the Association is required, or decides, to change the dates of the Conference and Exhibition, the Association will make its best efforts to notify exhibitors and sponsors in writing of such change at least sixty (60) days prior to the dates originally set forth in the Contract.

**SEPARABILITY; WAIVER; REMEDIES.** If any part of these Terms and Conditions is found invalid, the remaining provisions shall remain unaffected and enforceable. The Association's failure at any time to require Exhibitor's strict compliance with any part of these Terms and Conditions shall not thereafter waive or reduce the Association's right to require strict compliance with the same or any other provision of these Terms and Conditions in any later instance. The remedies afforded the Association herein are cumulative and are in addition to all remedies the Association may be entitled to at law or in equity.

**JURISDICTION; VENUE; GOVERNING LAW.** Exhibitor and/or Sponsor hereby consents to the exclusive jurisdiction of the federal and state courts of the Commonwealth of Pennsylvania. Any dispute arising under these Terms and Conditions that is not settled by agreement between the parties shall be settled exclusively by appropriate legal proceedings in the Court of Common Pleas of Allegheny County, Pennsylvania, or the United States District Court for the Western District of Pennsylvania. These Terms and Conditions, having been executed in the Commonwealth of Pennsylvania, shall be governed by and constructed in accordance with the Laws of the Commonwealth of Pennsylvania without regard to its rules or principles regarding conflicts of laws.

**AMENDMENTS.** Except as provided herein, no change in or addition to these Terms and Conditions shall be valid as between the parties hereto unless set forth in a writing which is signed by an authorized representative of both parties, and which specifically states that it constitutes an amendment or addendum to these Terms and Conditions.

**BINDING EFFECT.** These Terms and Conditions shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, or other legal representative.