PWX@HOME
CONTRACT FOR VIRTUAL EXHIBIT LISTING

The undersigned, by the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with the American Public Works Association (hereinafter called “APWA”) for a virtual exhibit listing in the PWX@Home series, to be held August 1, 2020 through July 31, 2021. This contract is subject only to (1) the acceptance by APWA (2) to such additional terms and conditions which constitute a part of, or are included in, this contract. Reservation of exhibit listing by the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon APWA. The Exhibitor hereby warrants that it is contracting for a virtual exhibit listing for its own use only. The virtual exhibit listing may not be shared, sublet or assigned without written authorization from APWA. Exhibitor shall abide by all rules, regulations, guidelines and policies as stated or amended in this contract.

Virtual Exhibit Space/Listing:

Virtual Booth Number_____

Total Cost: $500.00 _____ Initial Here

A virtual exhibit listing includes the following:

- One (1) virtual exhibit floor representation with company name and logo through July 31, 2021
- One (1) virtual exhibit listing with:
    - 50 appointment setting capabilities with registered attendees
    - Company contact information
    - Product category designations
    - One (1) product image
    - One (1) video upload
    - One (1) press release announcements
    - One (1) event promotion announcements

Signature By Authorized Representative:_____

Date Signed: _____

TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS:

A. VIRTUAL EXHIBIT LISTING

The fee for one virtual exhibit listing is $500 with payment in full due on signing.

B. PAYMENT TERMS ARE

Exhibitor agrees to pay all fees upon contracting. Virtual exhibit listing contracts not paid in full within 10 business days will be dropped from the online show listing.

Failure to make payment does not release the contractual or financial obligation on the part of the Exhibitor. If the Exhibitors' account is not paid when due, and APWA should retain an attorney or collections agency for collection, the Exhibitor agrees to pay all costs of collection including reasonable interest, reasonable attorney's fees (regardless of whether suit is filed), and reasonable collection agency fees. Invoice will be emailed upon receipt of signed contract.

C. CANCELLATION

In the event the Exhibitor cancels the virtual exhibit listing contracted for herein, the Exhibitor must do so in writing (to pwxinfo@taffyevents.com or mail to TAFFY EVENTS, 2300 Clarendon Blvd., Ste 305, Arlington, VA 22201) and will be obligated to pay to APWA liquidated damages (and not as a penalty) 100% of the contracted fee Exhibiting company, its subsidiaries and affiliated entities are required to maintain all their APWA accounts current and in good standing. Failure to do so will result in the revocation of your right to exhibit at future APWA events.

The purpose of the exhibition is to further the education of meeting attendees through product and service presentation and demonstrations. Products or services exhibited must be pertinent to the attendees' professional interest. All exhibits will be to serve the interest of the APWA members and will be operated in a way that will not detract from other exhibits, the exhibition, or the meeting.

- APWA reserves the right to remove or prohibit any exhibit in whole, or in part, and without refund, if, in its sole judgement, the exhibit shall in any respect be deemed unsuitable or offensive to other individuals. This reservation includes, but is not limited to, articles of merchandise, marketing materials and any other items, without limitation, which is not, in keeping with the character and purpose of the trade show.
- APWA reserves the right to refuse to admit to and eject from the program any objectionable person or persons, without refund of fees paid.

D. EXHIBITOR LISTINGS

- Exhibitor is responsible for truthfully and accurately providing listing information and providing updates for the virtual exhibit listing in a timely manner.
- APWA shall not be responsible for any delays or omissions in the display of such listing or any inaccuracies in the exhibit listing. APWA reserves the right to remove any exhibit

listing for failure to comply with any or all terms or guidelines set forth in the manual or the virtual exhibit listing contract.

- APWA reserves the right to remove data or text from any virtual exhibit listing that it deems lengthy or inappropriate.
- Exhibitors must promote only products/services manufactured or distributed by their company.

E. LIABILITIES

Neither APWA, its agents, or employees shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives resulting from theft, fire, water, electrical, accident or any other cause.

In no event shall APWA, its agents, or employees be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the virtual exhibit listing, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with this Agreement, or otherwise. Exhibitor agrees that the liability of APWA, its agents, and employees for damages, regardless of the form of action, shall in any event be limited to the aggregate exhibit fees paid under this Agreement.

The Exhibitor shall indemnify, defend and protect APWA, its agents, and employees against, and hold harmless APWA, its agents, and employees from, any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts or negligence of, or failures to act by Exhibitor and, or any of their officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of this Agreement, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of any trademark.

F. FORCE MAJEURE

APWA shall not be liable to any Exhibitor for a cancellation of the Program occurring either before or during the Program days due to causes beyond our control, including, without limitation, acts of God, fires, strikes, acts of war, threats or acts of terrorism, or intervention by any governmental authority. If a cancellation occurs under the terms of this provision, then all amounts paid by Exhibitors to APWA for the Event will be returned, minus a pro rata reduction equal to the expenses incurred by APWA, prior to, and arising from, such cancellation and there shall be no further liability on the part of either party.

G. MAIL LIST POLICY

APWA's membership mailing lists are proprietary in nature and they are covered by federal copyright laws. APWA's membership mailing lists are provided on a one-time use mailing basis.

The list must be used exclusively for the purpose stated; may not be reproduced, reused, or given to anyone else without explicit permission from APWA. It is not available for use to promote political causes, solicit donations, recruit employees or contravene policies of APWA. Each exhibitor will receive an attendee data file to include name, title, company and address. File does not include phone, fax, or email addresses per APWA's privacy policy.

H. PERMISSIONS

Exhibitors expressly grant APWA the right to take photographs or video of their exhibitor listing and activity in conjunction with PWX@Home. APWA is granted authorization to reproduce, copyright, use and publish the same in print or electronically with or without names or biographies for any lawful purpose, including educational, news or promotional material, whether in print, electronic or other media, including the APWA website.