



WERC Annual Conference Solutions Partner Terms & Conditions

Warehousing Education and Research Council (WERC) and each Solutions Partner participant taking part in the WERC 2019 Annual Conference agree, by way of signing this Application that the following terms and conditions will apply:

- Acceptance**
The WERC Annual Conference is open to suppliers that are of interest to WERC members/attendees. WERC reserves the right, at its sole discretion, to decline applicants that do not provide products/services of benefit to WERC members/attendees.
- Americans with Disabilities Act**
The applicant agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and shall indemnify and defend WERC, DC Velocity, its officers, directors, members, staff members, and agents from and against any loss, damage, claim, liability, and expense (including attorneys' fees) resulting from or arising out of the applicant's failure to comply with the guidelines of WERC or the applicant's failure to comply with provisions of the ADA. The terms of this provision shall survive the termination or expiration of this Agreement.
- Assignment/Subletting of Space**
The Applicant may not assign or sublet its contract for space or allow any other person or organization to use any part of the space without written permission from WERC.
- Payment**
Payment in full is due at the time of Solutions Partner application submission and/or the addition of any options, including registrations.
- Booth Assignments**
Booth assignments may be requested and are made on a first come-first served basis based on availability at the time of receipt of solutions partner application, payment in full and acceptance by WERC.
- Booth Representatives**
The number of booth representatives in a Solutions Center booth at any time, may not exceed the total number of registrations purchased by the Solutions Partner Company.
- Cancellations/Refunds**
Cancellations received prior to the extension of a Solutions Partner benefit and prior to and including January 31, 2019, will receive a 50% refund of the agreed upon fee. Cancellations received on or after February 1, 2019, will not receive any refund of the agreed upon fee. If a sponsorship benefit has been provided, including logo placement, no refund will be given.
- Compliance with Laws**
Applicant shall bear responsibility for the compliance with any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, and policies and procedures of the facility appointed by WERC for the event.
- Copyrighted Works**
Applicant acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc. which may be required for it to broadcast, perform or display any copyrighted materials including, but not limited to, music, video, and software. Applicant shall indemnify, defend and hold harmless WERC, its officers, directors, members, staff members, and agents, and each of them, from and against any and all claims and expenses, including attorneys' fees and costs, arising out of or related to Applicant's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.
- Event Directory/Website**
WERC reserves the right to refuse or edit copy determined to be inappropriate to WERC's policies and standards. Organizations participating assume liability for all content of their listings, and agree to indemnify, defend, and hold WERC, the facility and general contractor appointed by WERC harmless from any claims or actions based on the content of their organization's information as published in any WERC event publications/websites.
- Event Modification**
WERC reserves the right to modify at any time the location, size, and display limits of a booth as it deems appropriate or necessary.

12. Failure to Occupy Space

If the Applicant does not claim or occupy its assigned space by 6:00 p.m., Sunday, April 28, 2019, WERC may, at its discretion, terminate the contract and reassign the space to another Applicant. The defaulting Applicant will not be entitled to a refund of its fee.

13. Force Majeure

Should any circumstance beyond the control of, and not the fault of, WERC prevent or materially affect the event from being held as scheduled, or the exhibit space not being available for use due to weather, war, threats or acts of terrorism, governmental action or order, act of God, fire, strikes, labor disputes or any other causes beyond the control of WERC, this agreement shall be terminated without liability. In such event, WERC shall not be liable to indemnify or reimburse the Applicant in respect of any damage or loss, direct or indirect, arising as a result hereof.

14. Interpretation

WERC has total authority of the interpretation and enforcement of these guidelines and reserves the right to amend them at any time it deems appropriate or necessary. WERC reserves the right, without recourse, to prohibit any portion of any material that, in its opinion, is not suitable or in keeping with the character of the WERC Annual Conference. This reservation of rights by WERC applies to persons, things, conduct, printed matter, catalogs, and any other material relating to or affecting this event. Persons, things, conduct, printed matter, catalogs, and any other material relating to or affecting this event that is prohibited will be done so without refund.

15. Liability & Insurance

The Applicant hereby assumes responsibility for and agrees to indemnify, defend, and hold harmless, WERC, the facility and general contractor appointed by WERC for the event, their respective officers, directors, employees, agents, members, staff members, agents, successors and assigns from and against any loss, damage, claim, liability, and expenses (including attorneys' fees), including personal injury or property damage or loss, arising out of or in connection with the Applicant's participation in the Event, except Applicant is not responsible to an indemnities for the indemnitee's gross negligence or willful misconduct. The terms of this provision shall survive the termination or expiration of this Agreement.

Applicant understands that neither WERC nor the facility appointed by WERC for the event, nor the general contractor appointed by WERC for the event, maintain insurance covering the Applicant's personal property owned, rented, leased, borrowed, or used by the Applicant and it is the sole responsibility of the Applicant to obtain such insurance. All property of the Applicant is understood to remain under its custody and control in transit to and from and within the confines of the demonstration area and Applicant shall maintain insurance covering their property. Applicant shall carry a minimum of one million dollars (\$1,000,000) in general liability insurance and shall provide WERC with a certificate of insurance evidencing such coverage.

16. Marketing

WERC may use the information supplied on the application as part of marketing efforts and no claim may be made at any future date by the Applicant.

17. Name Badges

Conference name badges issued by WERC must be worn at all times by all individuals participating in the event, including set-up and tear-down of the Solutions Center.

18. Printed Materials & Marketing Giveaways

Material and/or promotional items that will be distributed to attendees on-site must be approved by WERC. A sample of material must be submitted to WERC (via email or regular mail) no later than March 15, 2019.

19. Sponsor Fulfillment

Sponsors are responsible for providing items required for sponsor benefit fulfillment as noted in the Solutions Partner Opportunities Guide and/or your custom sponsorship proposal. Sponsors are responsible for following instructions and adhering to deadlines for all requirements and deliverables, including items that are subject to WERC approval prior to production/distribution. WERC reserves the right to manage/control all deliverables of any sponsorship benefit. Sponsors are required to acknowledge and meet any request (within reason) made onsite by WERC.

20. Use of WERC and/or Conference Logo

The use of the WERC and/or Conference logo on displays, signs, giveaways, promotional literature or other materials is prohibited. The use of the acronyms, reference to the meeting, meeting name or WERC may be used in promotional materials only with the express written approval of WERC. All design concepts (logos, graphics, etc.) and promotional materials should be sent to WERC for review and approval prior to production/distribution. WERC can provide a WERC Conference Sponsor logo and / or Solutions Partner logo for participants' use.

21. Facility Rules & Regulations

All facility, vendor and contractor rules and regulations will be outlined in the Solutions Partner Service Kit and must be strictly adhered to by all Solutions Partners/Sponsors.