

PLEASE READ CAREFULLY

The Application & Contract for Exhibit Space, the 2021 Exhibitors Guide and the Rules and Regulations (including the GES Exhibitor Service Kit) contained herein and as amended, shall collectively constitute the agreement ("Agreement") between the Western Veterinary Conference and Exhibitor. Upon Exhibitor's execution of the Application & Contract for Exhibit Space, this Agreement shall become a binding contract between WVC and Exhibitor (the "Effective Date").

Exhibitor acknowledges that it has read and understands the 2021 Exhibitor Guide and these Rules and Regulations, and expressly agrees to accept the 2021 Exhibitor Guide and these Rules and Regulations, all of which are hereby incorporated by reference into and form essential terms and conditions of the Agreement to the same extent as if set forth in full in the Application and Contract for Exhibit Space.

1. DEFINITIONS

The Western Veterinary Conference and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns, is hereinafter referred to as "WVC" or "WVC," unless the context requires otherwise. "Exhibitor" means the applicant identified on the Application & Contract for Exhibit Space and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns. The Western Veterinary Conference's 2021 Conference & Exhibition is hereinafter referred to as the "Conference." WVC and Exhibitor are collectively referred to in this Agreement as the "Parties" and "Party" in the singular.

The term "Convention Center" means the exhibit halls, meeting rooms, and function space, lobbies, foyers, parking lots, airspace and grounds of the Mandalay Bay Convention Center, as well as any other facilities to be used as the site of the Conference. Exhibit Hall means the portion of the Mandalay Bay Convention Center premises to be used for the tradeshow/exposition portion of Conference (the "Exhibition"). "Facility Management" means the owner or manager of the Mandalay Bay Convention Center and the management of any of other facilities used for the Conference. Exhibit space ("Exhibit Booth" or "Exhibit Space") means the exhibit or display space assigned to Exhibitor by WVC. "Exhibit Space Fee" means the required Exhibit Space fee, including all deposits and other fees to be paid to WVC for Exhibitors' Exhibit Space. "Exhibit" collectively means any or all of Exhibitor's materials, goods, products, equipment or belongings displayed, showcase or used within Exhibitor's Exhibit Space. "Conference Dates" mean the dates over which the Conference is conducted including move-in, show days and move-out days at the Convention Center. "Exhibition Hours" means the hours that the Exhibition (i.e., tradeshow/exposition portion of Conference) is open to Conference participants

2. ACCEPTANCE

Upon WVC's acceptance of the Application & Contract for Exhibit Space, the Exhibitor acknowledges that this Exhibitor's guide has been received and read, and agrees to comply with these Rules and Regulations plus any additions and amendments (including GES Exhibitor Service Kit) thereto that may hereafter be established by WVC.

A non-refundable payment in accordance with the Exhibit Space payment schedule is required upon Exhibitor's return of the Application and Contract for Exhibit Space to WVC. As of the Effective Date Exhibitor agrees to (i) use the Exhibit Space assigned by WVC in accordance with the Conference Rules and Regulations, and (ii) pay the required Exhibit Space Fee by the deadline dates established herein. No Exhibitor shall be permitted to exhibit or participate in the 2021 Western Veterinary Conference or gain access to the Convention Center unless and until Exhibitor has paid the full Exhibit Space Fee, and provided the required Certificates of Insurance by their deadline dates.

WVC will have the right, in its sole and absolute discretion, to establish and/or modify the Rules and Regulations and the use of Exhibit Space covered by this Agreement, as deemed appropriate by WVC. WVC will endeavor to provide Exhibitor with changes or modifications to these Rules and Regulations, however, failure to provide or non-receipt of such changes will not invalidate or nullify such changes or modifications. Updates to these Rules and Regulations will be posted online at www.WVC\exhibits.org. WVC shall have sole control over Conference admission policies at all times.

3. EXHIBITOR PRIORITY POINT RANKING INDEX

Initial booth space is assigned to all WVC exhibitors based on Exhibitor Priority Points. These points are updated annually according to the following criteria:

- One (1) point per every 100 square feet of booth space.
- Three (3) points for each consecutive year of exhibition
- Two (2) points per \$500 of previous year's Conference sponsorship
- One (1) point for Hands-on Laboratory supplies only
- Two (2) points for Hands-on Laboratory equipment and personnel
- Three (3) points for extensive Hands-on Laboratory personnel and equipment

Exhibiting companies who have merged with, have been purchased by, or have purchased another company, may use the Exhibitor's exhibiting history at the 2021 WVC Conference from either company, whichever is more favorable, but not the combined exhibiting history of both companies.

4. EXHIBIT SPACE ASSIGNMENT (BOOTH ASSIGNMENT)

If your company exhibited at WVC in 2020, you will receive information before the 2020 Conference regarding the space draw for 2021

All Exhibit Space is assigned specifically to one company of record. Exhibitors may not share, transfer, or sublet Exhibit Space.

Exhibitors may not advertise or display goods in their Exhibit Space other than those they manufacture or sell during their regular course of business.

Specifically, Exhibitors may not permit any other party to exhibit in their Exhibit Space or display or exhibit any goods and services other than those manufactured or distributed by the Exhibitor. Any Exhibitor in violation of Exhibit Booth rules will immediately be removed from the Conference and the Convention Center premises.

Exhibitors are entitled to a listing in official Conference material, provided the information is received prior to the deadline to be included (January 9, 2021). The listing will be either the Exhibitor of record or its legal D.B.A. (Doing Business As) submitted by the Exhibitor signing the Application & Contract for Exhibit Space. No entity other than Exhibitor or its legal D.B.A. will be granted a listing in official Conference material.

The Exhibitor of record may not feature names or advertisements of non-exhibiting manufacturers, distributors or agents. WVC will not be liable for any errors or omissions in the Conference Directory, participant lists, websites, or in any promotional materials for the Conference. WVC reserves the right of final approval as to which publications Exhibitor is allowed to display within its Exhibit Space.

WVC reserves the right to require Exhibitor to submit, with this Agreement or thereafter, a comprehensive description of the nature of its business and/or photographs, samples or drawings of the product(s) or services Exhibitor intends to exhibit, display, advertise or promote at the Conference.

Restrictions on Assignment and Subleasing Exhibit Space: Exhibitor cannot sell, assign, transfer, or convey this Agreement, or assign, share, sublet its Exhibit Space, or any part thereof, without the prior written approval of WVC, which approval may be withheld in WVC's sole discretion.

5. EXHIBIT SPACE REFUSAL OR MODIFICATION BY WVC:

The execution of the Application and Contract for Exhibit Space, the timely payment of the Exhibit Space Fee, or WVC's deposit of Exhibitor's Exhibit Space Fee deposit payments does not guarantee that Exhibitor will be (i) permitted to exhibit at the Conference; (ii) assigned to a particular exhibit hall, section or location within the Convention Center; or (iii) provided with the actual amount of Exhibit Space requested. Notwithstanding anything herein to the contrary, WVC, in its sole and absolute discretion, retains the right to refuse to provide or assign, to modify or to cancel Exhibitor's Exhibit Space assignment, and/or terminate this Agreement, without cause, for any or no reason whatsoever, at any time, without liability or further obligation to Exhibitor. WVC shall not be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by Exhibitor or any other party as a result of any Exhibit Space rejection, cancellation, modification or change in Exhibit Space assignment. If Exhibitor's Application and Contract for Exhibit Space is rejected or canceled by WVC prior to the Conference, the Exhibit Space Fee deposit paid by Exhibitor will be refunded, unless the rejection or cancellation is due to Exhibitor's breach of this Agreement or as otherwise stated herein.

6. CANCELLATION OR REDUCTION OF EXHIBIT SPACE

All cancellations must be requested, in writing or via email, to:

Mr. Joel Altman | WVC

mail: 2425 E Oquendo, Las Vegas, NV 89120

email: j.altman@wvc.org

Cancellation and/or Exhibit Space reduction requests MUST be submitted in writing or via email and received no later than November 1, 2020. Exhibitor will be issued a refund minus a processing fee of 50% of Exhibit Booth price in the event of cancellation or a reduction the size of the Exhibit Booth. Any requests received after November 1, 2020, will not be eligible for refund. Upon notice of such cancellation, withdrawal from the Convention or reduction in Exhibit Space or Meeting Space, Exhibitor shall lose all rights to assigned Exhibit Space and WVC, in its sole discretion, may reassign the released Exhibit Space or Meeting Space to another party. Exhibitor will remain obligated to pay WVC all amounts due for any Exhibit Space booth packages originally ordered by Exhibitor prior to cancellation or reduction in Exhibit Booth size. No cancellation or reduction in Exhibit Space shall be acknowledged unless received in writing by WVC. Exhibit Space cancellation or reduction notifications must be provided to WVC by overnight courier or by certified mail, return receipt requested. Notices communicated to WVC in electronic form will not be considered to be written. The date upon which the notice of cancellation or reduction notice is received by WVC shall apply as the official date of cancellation or reduction of Exhibit Space. Exhibitor's right to obtain and use complimentary Exhibitor personnel and complimentary badges shall immediately be revoked and forfeited if Exhibitor cancels its Exhibit Space or fails to meet its obligations under this Agreement.

Exhibitor acknowledges that the damages suffered by WVC from cancellation, withdrawal or reduction in Exhibit Space described in the preceding paragraph will be substantial and that the parties may not be capable of determining the extent of such damages with mathematical precision. For that reason, the amounts stated above for liquidated and agreed upon damages have been incorporated into this Agreement and agreed upon by the parties as a valid and reasonable pre-estimate of such damages and not as a penalty.) Any applicable refunds will be processed within ninety (90) days after the close of the Conference, and no interest will be paid on any amounts received by WVC.

7. CONFERENCE-RELATED COMMERCIAL MESSAGES

To the extent Exhibitor provides any information to WVC, including contact information and other personally identifiable information, Exhibitor hereby grants to WVC the right to use or release such information for all lawful WVC and Conference related business purposes, including confirming Conference exhibition and registration information and providing Exhibitor related information to third parties retained or contracted by WVC to provide services required or requested for the Conference. Exhibitor acknowledges that information provided to WVC, such as Exhibitor's information regarding name, address, phone numbers, e-mail and web site addresses, number and location of exhibit booth space and names and number of Exhibitor personnel will be treated as public domain information and may be available on the Conference web site and/or in materials provided to Conference participants

8. EXHIBIT BOOTH HEIGHT & SETBACK

- Islands: Twenty-four foot (24 ft.) Height limit for island displays, including any logo-bearing crowns.
- Lighting: Crowns may be illuminated.
- Inline Exhibit Booths: Ten-foot (10 ft.) Height limit for inline Exhibit Booths.
- Exhibit Booth setback: WVC follows the policy of the International Association of Exhibitions & Events (IAEE) to help maintain unobstructed sight lines. All items 4' or higher must be "setback" 5' from the front of the Exhibit Booth

9. BADGES

Four (4) complimentary badges will be provided for every 100 sq. ft. (10 x 10 ft.) of Exhibit Space purchased.

- Additional Exhibitor badges Additional badges beyond contract allocations may be purchased for \$250 in advance and \$300 onsite per badge. Badges will not be printed until payment is received.
- Exhibitor Guest badges Exhibitor guest badges are available onsite only for \$55 each. The primary registrant must register his/her guest in person. An Exhibitor guest badge allows admission to the Exhibit Hall and evening Conference entertainment only. It does not provide admission or entrance to scientific sessions. Individuals wearing an Exhibitor guest badge are not permitted to work in the Exhibitor's Booth or solicit business inside the Exhibit Hall or elsewhere in the Convention Center or Mandalay Bay Resort and Casino.
- Exhibitors must, at all times including but not limited to Exhibit installation and dismantle, wear a WVC issued exhibitor badge to enter the Exhibit Hall. Due to security regulations, Exhibitors may be asked to present photo ID to receive badges.

DVM, VT, or CVPM EXHIBITORS

Veterinarians, Technicians, and CVPM Exhibitors are welcome to attend scientific sessions and obtain a CE certificate at no additional charge using their Exhibitor badge (excluding Hands-on Laboratories or any ticketed sessions).

Any Exhibitor that need CE will be required to check they need a CE Badge on the Exhibitor Badge Portal. Then this person will be required to set up an account with a web user ID and Password.

For other questions, please contact Joel Altman toll-free at 866.800.7326. Please note CE requirements vary by state and should be confirmed with applicable veterinary state board(s). Again, there is no additional charge from WVC to obtain a CE certificate.

10. BOOTH PERSONNEL.

- Exhibitor shall reflect their company's highest standard of professionalism while maintaining their Exhibit during the Exhibit Hall Hours. One or more persons should remain in their Exhibit Booth at all times during Exhibit Hall hours.
- No one under 18 years of age may be present during Exhibit Booth installation or dismantling periods.
- All Exhibits must remain fully assembled, installed and operational until the Exhibition has officially ended. Exhibitors who dismantle or move out their Exhibit Booth before 2:00 pm on Wednesday, February 17, will not be offered an application to Exhibit or otherwise participate the following year's Conference (2021).
- Guests, non-exhibitors, or non-badged personnel are not permitted to serve as "Exhibit Booth sitters."

11. PRIVATE EVENTS, MEETINGS AND HOSPITALITY FUNCTIONS

Conducting private or corporate events or activities with Conference participants during the Conference Hours is strictly prohibited. WVC reserves the right to control all group activities sponsored by Exhibitors during the overall Conference Dates, whether they are to be held inside or outside the Convention Center. Requests for private or corporate meeting space during Conference Dates must be referred to WVC. Exhibitor agrees not to conduct or schedule tours, meetings, activities, meetings, hospitality functions, or other private events or activities inside or outside of the Convention Center during the official Conference Hours without WVC's prior written approval.

Exhibitors who violate this Section XII may be subject to Exhibit Booth cancellation and removal from the Conference and the Convention Center premises. Failure to seek the necessary approval from WVC for such activities or in the event of a violation, any monies theretofore paid by Exhibitor to WVC or its agents whether for the Exhibit Space or as otherwise related to the Conference may be retained by WVC without liability and recourse by Exhibitor. Additionally, Exhibitor may lose the right to exhibit or participate in future WVC Conferences.

Without limiting the generality of the foregoing, hospitality or business suites, guestrooms or suites, meeting rooms or public space shall not contain any Exhibitor exhibit equipment or materials.

For more information or to schedule your event, please contact WVC's Events Team and Services by calling Heather Black, Event Coordinator, toll-free at 866.800.7326 or h.black@wvc.org.

12. USE OF EXHIBIT BOOTH

- No pamphlets, coupons, samples, signs or promotional personnel are permitted outside of the assigned Exhibit Space perimeter. This includes designated Food and Beverage Tables, Scientific Session Areas or any other places in the Hotel and or Convention Center outside of your Exhibitor Space or area approved by WVC.
- Literature that is distributed outside of the Exhibit Booth will be considered an infringement on Conference and Convention Center aesthetics and the rights of other Exhibitors. Any such materials will be confiscated and discarded immediately, without notification. WVC must approve the distribution of any and all promotional materials intended for distribution in the guest rooms and lobbies of the official Conference hotels. Distribution, even if authorized by WVC, may still be subject to individual host hotel's restrictions and policies.
- All Exhibit related and commercial activity must be confined within Exhibitor's assigned Exhibit Space.
- Costumed personnel, models, employees and any other personnel hired by Exhibitor at the Convention must restrict their activities to the confines of Exhibitor's Exhibit Space.
- No bicycles, skateboards, roller blades/skates, pogo sticks or any other wheeled or non-wheeled device, excluding mobility aids as provided for under the Americans with Disabilities Act, will be permitted in the Exhibit Hall, in the public/lobby areas or any other areas of the Convention Center.

- Exhibitors may not attach or post display materials on any Convention Center surface or structure by any means of attachment or adhesion. Such displays will be removed without notification, and the Exhibitor will be responsible for all costs of cleanup and repair.
- Exhibit Booths adjacent to Exhibit Hall support columns may not be used to expand an exhibitor's Exhibit Booth size.
- For any other rules regarding the Exhibit Hall or Convention Space, please refer to the Mandalay Bay Meeting Planners Guide, which can be found on the WVC Exhibitor webpage.

13. ANIMAL USE (INCLUDING USE OF ANIMAL TISSUES & PERSONAL PETS)

Product demonstrations, company mascots, and celebrity animals ARE permitted in the Exhibit Hall; provided, however, permission for any live animals (cats, dogs, etc.) to appear at the Conference must first be approved by WVC through the Exhibitor Portal Tasks. The Animal Use task can be found in Exhibitor Portal

Additional insurance may be required. Non-domesticated animals will be considered on an individual basis.

To obtain approval, please contact Joel Altman at j.altman@wvc.org by January 22, 2021.

- Each animal must be reported to WVC before the start of the Conference.
- No dead animals, cadaver parts, biohazards or live bacterial cultures are permitted.
- Live animals must be relevant to the products or services presented.

A separate certificate of insurance of \$1 million combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, naming Western Veterinary Conference, Mandalay Corp., Mandalay Bay Resort & Casino, its parent company, subsidiaries, and affiliates as additional insured, is required.

- Animals may not remain in the Convention Center overnight.
- Seeing Eye/assistance animals are permitted.
- Personal pets are not permitted - NO exceptions.

14. FLOOR COVERING

The Convention Center's Exhibit Hall floors are a concrete surface. All Exhibit Space must have floor covering, with no cement showing. Floor covering may be supplied by Exhibitor, rented from the Conference decorator (GES), or supplied by an Exhibitor-Appointed Contractor.

15. BOOTH CLEANING

WVC is responsible for Exhibit Hall aisle vacuuming and trash removal only. Exhibit Booth cleaning is NOT included in the Exhibit Space Fee. All Exhibit Space cleaning will be handled exclusively by the vendor appointed by the Convention Center. Vacuuming should be ordered from the Convention Center and scheduled after setup, in preparation for the opening day of the Exhibition, and as often as needed after that. Please reference the GES Exhibitor Service Kit for more information.

16. SELF-SETUP OF EXHIBIT SPACE

Exhibitors seeking to install their Exhibit Booth must comply with all Rules and Regulations related to Exhibit Space installation and dismantling as stated herein and in the online GES Exhibitor Service Kit.

PERMITTED SELF-SETUP

- Exhibitors ERECTING TABLETOP OR POP-UP BOOTHS ARE PERMITTED TO:
- Hand carry components from designated parking using a carried suitcase or self-rolling cases
- Plug in 110-120v lighting to a provided electrical outlet box

NOT PERMITTED

- Use of dollies, hand trucks, or power conveyances to move item(s)
- Installation or modification of any electrical or lighting fixture(s)
- Modification of floor plans or Exhibit Space arrangement(s)
- Compromise, obscure or block access to any emergency egress, door, or fire extinguisher cabinet(s)

17. FIRE & SAFETY

Mandalay Bay Convention Center is a non-smoking facility.

- Smoking areas are located outside the Convention Center building.
- Compressed-gas cylinders must be secured against falling or other impact. A cylinder cart, chain or strap is required if the cylinder is stored vertically; a cradle is required if the cylinder is stored horizontally.
- No aisle obstructions are permitted. Exhibit Booth items must be contained within exhibitor's Exhibit Space only.
- Children under the age of 18 are not permitted in the Exhibit Hall during move-in or move-out. Disposal of any hazardous items must be arranged in advance.
- Vehicle permits must be obtained from the Clark County Fire Department/Fire Marshal before moving into the Exhibit Hall.

18. SALE OF MERCHANDISE

If Exhibitor plans to sell, deliver or receive payment for tangible goods at the Conference, the State of Nevada Department of Taxation requires Exhibitors to complete and return a One-Time Sales Tax Return to the State of Nevada Department of Taxation. If Exhibitor has already registered with the State of Nevada Department of Taxation, Exhibitor may file its sales tax return; however, Exhibitor is required to notify WVC of this fact in writing, and provide WVC with your 10-digit state taxpayer identification number. A form will be provided to all Exhibitors on-site or immediately after the Conference. WVC will attempt to communicate this information leading up to and throughout the Conference Dates; however, it is the Exhibitor's sole responsibility to comply with this requirement and file a return whether or not Exhibitor receives the form or notice from WVC.

19. INSURANCE

The Exhibitor has full responsibility for its Exhibit including without limitation any of Exhibitor's merchandise, products, goods, equipment, displays, property, and personnel. Exhibitor releases WVC from all responsibility for theft, damage to its Exhibit or products, property and/or any special, incidental, indirect or consequential damage, of any kind, for any reason. As a condition for Exhibitor's right to exhibit and participate at the Conference, Exhibitor, at its own expense, agrees to maintain adequate insurance to fully protect and indemnify Western Veterinary Conference, Mandalay Corp., Mandalay Bay Resort & Casino, GES, and their respective directors, officers, employees, agents, representatives, parent companies, subsidiaries and affiliates from any and all claims, arising from Exhibitor's activities at the Conference, including but not limited to Exhibitor's property, displays and equipment, personnel and the installation, operation and dismantling of the Exhibit.

The following insurance coverage is required: (i) Worker's Compensation Insurance to the statutory limits; (ii) Employer's Liability Insurance with limits not less than \$1,000,000 each accident; (iii) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence combined Single Limit for bodily injury to any one person in any one occurrence, \$2,000,000 with respect to injuries to more than one person in any occurrence, and \$1,000,000 with respect to damage of property and coverage for contractual, copyright infringement, operation of mobile equipment, products, and host liquor liability; (iv) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit and; (v) coverage in an amount sufficient to protect Exhibitor and Exhibitor's property, goods, wares, merchandise, chattels and any other property (i.e., transit from factory or warehouse to the Convention Center while stored or exhibited, and returned to Exhibitor's premises) against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the conference, including move-in, Conference days and move-out days.

All such insurance shall be primary, not contributory, with any other valid and collectible insurance of WVC and shall be written on an occurrence made basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this Section. All insurance must be provided by an insurance company with a Best's Rating of A, XII or better, which is legally authorized to transact business in the State of Nevada. Neither WVC nor Mandalay Corp., Mandalay Bay Convention Center or Mandalay Bay Resort and Casino maintains insurance covering any of Exhibitor's property. It is solely the responsibility of Exhibitor to obtain such insurance.

The above required policies must name as "Additional Insured": Western Veterinary Conference, Mandalay Corp., Mandalay Bay Resort and Casino and GES, and their respective directors, officers, employees, agents, representatives, parent companies, subsidiaries and affiliates and any additional entities as required by Mandalay Corp. (the "Insured Entities").

Exhibitor shall include in each of its insurance policies covering loss, damage, or destruction covered by "all risk." property insurance a waiver of the insurer's right of subrogation against the Insured Parties or if such waiver should be unobtainable or unenforceable, (i) an express agreement by such insurance company that such policy shall not be invalidated if the insured waives or has waived before the casualty or liability the right of recovery against any party responsible for a casualty or liability, or (ii) any other form of permission by such insurance company for the release of the Insured Entities. While the foregoing waiver of right of recovery is in effect, Exhibitor shall look solely to the proceeds of its property insurance policies to compensate Exhibitor for any loss occasioned by fire or other insured casualty. Exhibitor agrees to waive the right of subrogation by its insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.