

# Payments Symposium 2010

# Tools of the Trade

Building professional skills and payments expertise

**September 20-21, 2010**  
**RENAISSANCE HOTEL ♦ LONG BEACH, CA**



exhibitor  
prospectus

WesPay will convene its ninth **Payments Symposium**, September 20-21, 2010, at Renaissance Hotel, Long Beach. This year's conference theme is "Tools of the Trade."



# exhibit pricing

All prices on this page are member prices; for non-member prices, see page 6

## Gold Sponsorship

Limited to two

**\$5995**

### Premium Visibility

- 5-minute introduction at one general session
- Expanded and prominent exhibit space, location determined in order of sponsor registration (value \$3590)
- Prominent placement of logo and signage
- Logo and link on WesPay Symposium web site
- Full page color ad in program guide (value \$650)
- Logo on program guide cover
- Logo on cover of promotional brochure (must commit before press date)
- Company description and logo in program guide
- Booth includes: wastebasket, 2 chairs, skirted table, 8 x 10 space, carpet, free wi-fi

### Event Discounts

- Four Symposium passes, good for booth personnel or company staff (value up to \$3,980)
- Unlimited additional passes, good for staff, customers or prospects - \$400 each (value up to \$995 each)

### Access to Registered Attendees List

- Exclusively receive pre-Symposium attendee list three weeks in advance and once again two weeks in advance

## Exhibit @ Symposium

**\$1995**

### Exhibitor Benefits Include:

- 8 by 10 foot exhibit space
- Logo and link on WesPay Symposium site
- Company name listed in promotional brochure (must commit before press date)
- Two complimentary Symposium passes, good for booth personnel (value up to \$1990)
- Unlimited additional passes, good for staff, customers or prospects - \$500 each (value up to \$995)
- Access to pre-Symposium registered attendees list two weeks in advance
- Company description and logo in program guide
- Booth includes: wastebasket, 2 chairs, skirted table, 8 x 10 space, carpet, free wi-fi

## Silver Sponsorship

Limited to four

**\$3995**

### High Level of Visibility

- Choice 8 x 10 exhibit space in order of sponsorship registration after Gold sponsors (value \$1995)
- Prominent placement of logo and signage
- Logo and link on WesPay Symposium web site
- Full page black & white ad in program guide (value \$375)
- Logo in promotional brochure (must commit before press date)
- Company description and logo in program guide
- Booth includes: wastebasket, 2 chairs, skirted table, 8 x 10 space, carpet, free wi-fi
- Full color insert in tote (provided by Sponsor)

### Event Discounts

- Three Symposium passes, good for booth personnel or company staff (value up to \$1990)
- Unlimited additional passes, good for staff, customers or prospects - \$500 each (value up to \$995 each)

### Access to Registered Attendees List

- Exclusively receive pre-Symposium attendee list three weeks in advance and once again two weeks in advance

## Who you will reach @ Symposium

- Chief Executive Officers
- Chief Financial Officers
- Chief Technical Officers
- Chief Information Officers
- Chief Operations Officers
- Controllers & Comptrollers
- Senior & Executive Vice Presidents
- Vice Presidents, Directors & Senior Managers
- Senior Payments Executives
- Treasury & Cash Sales Managers
- Corporate Treasury Managers
- Fraud and Risk Managers
- Government Payments Officials
- Cash/Treasury Management Marketing & Sales
- ACH/Branch Operations
- Audit/Compliance/Legal Department Representatives
- ACH Sales Managers
- ACH Sales Representatives
- Training Department Representatives
- Customer/Members Services
- Risk Department Representatives
- Service Providers to ODFI's
- Accredited ACH Professionals (AAPs)
- Marketing, Product & Operations Managers

# sponsorship information

All prices on this page are member prices; for non-member prices, see page 6

## Sponsorship Benefits Include:

- Company name displayed in conference materials
- Company name/logo on signs
- Company logo and link on WesPay Symposium web site

## Event Sponsorships

### Track Sponsor (3 available) \$1995

This year's Symposium boasts three concurrent tracks. Track sponsors will have their logos featured on a sign at the door of each session within the sponsored track. Logos will be featured in the promotional brochure (must commit before press date). Sponsors will be listed in all conference materials. There are three track sponsorships available, including **Strategic**, **Operations** and **Technology**.

### Sunday Night Reception Sponsor (contact WesPay for pricing)

Don't miss the perfect opportunity to implant your brand in the mind of every attendee as they kick off the Symposium in a relaxed social atmosphere. As the reception sponsor, you'll be featured in high-visibility marketing materials for the Symposium including the program guide and on the conference web site.

### Gala Reception Sponsor (contact WesPay for pricing)

The Gala Reception offers prime visibility for sponsors and connects your brand with a fun and special event. You'll receive exposure in various Symposium materials, including the web site and program guide.

### AAP Breakfast Sponsor \$1000

Target AAPs by sponsoring this breakfast. Invites to this special breakfast will see a prominent sign with your logo as they enter. Your sponsorship will also be listed in other conference material, so you'll be seen by all conference attendees.

### Breakfast Table Cosponsor (4 available) \$1250

Start the day off right by planting your company's brand firmly in the mind of every attendee. It's a strategy that puts your solutions at the forefront throughout the day's presentations. There are two breakfast table sponsorships available per breakfast.

### Lunch Table Cosponsor (4 available) \$1500

As one of the most visible branding opportunities available, lunch table sponsorships enable your company to get maximum exposure during an important time when attendees are gathered for networking and lively discussion. You may also provide a seat drop. There are two lunch table sponsorships available per lunch.

### Refreshment Break Sponsor (3 available) \$750

Refreshment break sponsorships are a powerful tool for keeping your company positioned in a highly visible format that yields results. Each sponsorship is for a 30-minute break in the vendor hall. There are three refreshment break sponsorships available.

### Promotional Items (given away at event)

item prices based on projected 250 attendees; price may be adjusted if necessary

### Tote Bag Sponsor \$3000

Take your sponsorship to the next level and travel with attendees after the conference! Each attendee will receive a tote with emblazoned with your logo and containing various conference materials. Provide WesPay with your logo and WesPay will produce the bags.

### USB Sponsorship \$2100

Provide our attendees with a USB thumb drive as a great gift for all attendees. Prior to the conference, all conference handouts will be loaded onto the drive. Make sure WesPay has your logo so they can make the USBs in time!

### Padfolios Sponsor \$1250

Help support the green initiative by providing attendees with classy folders and notebooks for taking notes in sessions. Your logo will adorn the padfolio and will also be featured in the program guide. Provide WesPay with your logo and WesPay will take care of production.

### Name Badge Wallets Sponsor \$1250

Accompany attendees throughout the conference by sponsoring the name badge wallet. Attendees will wear your logo and see it on everyone else during the entire conference. WesPay will produce these after you provide a logo.

### Other Promotional Items (provided by sponsor) \$1000

Is there something not on our list you'd like to give to attendees? Maybe luggage spotters or pens? Be creative! After your idea is approved by WesPay, you create and produce the item to give away.

## Other Advertising

### Full Color Insert \$650

Have an advertisement already prepared for a magazine or other publication? Or a company brochure? Then this sponsorship is perfect for you! Create and produce the artwork for a single 8.5 x 11 page — front and back if you wish. Must be preapproved by WesPay.



# exhibitor contract/associate member application

The Exhibitor hereby submits this contract for exhibit space at Western Payments Alliance's (WesPay) PAYMENTS SYMPOSIUM 2010 and hereby acknowledges and agrees to the terms and conditions set forth herein and to the Exhibit Rules & Regulations, as the same may exist today or as they may hereafter be updated or amended, all of which are incorporated herein by this reference. The Exhibitor further agrees that, upon acceptance of this Application by WesPay, this Application shall become a legally binding contract, enforceable against the Exhibitor in accordance with its terms.

## I. Exhibitor/Associate Member Information and Primary Contact:

Company Name \_\_\_\_\_ URL \_\_\_\_\_

Primary Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
(This person will receive all invoices/payment related correspondence)

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email Address \_\_\_\_\_

**associate member applicants only**

Payments Business/Management/Strategy Contact: Name _____	Title _____	Email _____
Cash Management Contact: Name _____	Title _____	Email _____
Training Department Contact: Name _____	Title _____	Email _____
Risk Management Contact: Name _____	Title _____	Email _____
Marketing Contact: Name _____	Title _____	Email _____

As the authorized signer of this membership application, I agree to comply with and be subject to the Articles of Incorporation and By-Laws of WesPay (Western Payments Alliance) as amended from time to time.

Authorized Company Executive: Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## II. Payment Information:

Payment in full must accompany any signed exhibitor contract/associate member application. Should the exhibitor be unable to occupy and use the exhibit space contracted for and should they notify WesPay in writing by July 31, 2010, 50% of all fees paid by the exhibitor will be refunded. No refund of any fees will be made if notice of cancellation is received in writing after July 31, 2010. The fees are nontransferable. No exhibitor benefits apply if booth space is cancelled. Membership dues for Associate Members are \$675 per year. Dues are automatically renewed each year at the end of the quarter in which you join unless written cancellation is received 90 days in advance. Dues are non-refundable once the current year is in force.

**Payment Amount** (see table on page 6): \$ \_\_\_\_\_

<input type="checkbox"/> Check (payable to WesPay)	<input type="checkbox"/> ACH Credit: Please call WesPay for account details
<input type="checkbox"/> ACH Debit R/T # _____	<input type="checkbox"/> Credit Card Name _____
Acct # _____	Signature _____
GL Acct # _____	Card # _____
	Exp _____

**Return contracts to: Western Payments Alliance ♦ 685 Market Street, Suite 540 ♦ San Francisco, CA 94105-4215  
Fax: (415) 433-1370 ♦ Questions? Contact Shannon Irvine at (812) 339-6374 or wespay@prodev.com**



## exhibitor contract, cont.

Once WesPay has received and accepted the Exhibitor Contract and payment, WesPay will generate an Exhibitor Confirmation Letter (ECL). The ECL will be forwarded to the Contact on the previous page. The ECL will confirm exhibitor benefits/requirements, number of registrations based on space contracted and due dates.

### Booth Personnel #1

Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email Address \_\_\_\_\_

### Booth Personnel #2

Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email Address \_\_\_\_\_

### Booth Personnel #3 *additional cost of \$500 (except Gold Sponsors)*

Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email Address \_\_\_\_\_

### Booth Personnel #4 *additional cost of \$500 (except Gold Sponsors)*

Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email Address \_\_\_\_\_

Booth space does not include electric, A/V equipment or incoming/outgoing shipping charges. For available options and charges, see <http://www.prodevmedia.com/wespay/2010WesPay-ship-elec.pdf>

The undersigned hereby expressly represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Exhibitor named above and acknowledges that he or she has read and accepts all the terms herein set forth and in the Exhibit Rules & Regulations (see page 7).

Signed \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

# exhibitor contract, cont.

COMPANY NAME \_\_\_\_\_

EXHIBIT REGISTRATION	ASSOCIATE MEMBER	NON-ASSOCIATE MEMBER
Gold sponsor (limit 2, associate members only)	<input type="checkbox"/> \$5,995	<input type="checkbox"/> \$8,395
Silver sponsor (limit 4, associate members only)	<input type="checkbox"/> \$3,995	<input type="checkbox"/> \$5,595
Exhibitor 8 x 10 full booth (limit 25)	<input type="checkbox"/> \$1,995	<input type="checkbox"/> \$1,995
<b>EVENT SPONSORSHIPS</b>		
Track sponsor (limit 3) <i>check preference</i> <input type="checkbox"/> str <input type="checkbox"/> ops <input type="checkbox"/> tech	<input type="checkbox"/> \$1,995	<input type="checkbox"/> \$2,795
Sunday night reception sponsor	<input type="checkbox"/> contact WesPay for pricing	<input type="checkbox"/> contact WesPay for pricing
Gala reception sponsor	<input type="checkbox"/> contact WesPay for pricing	<input type="checkbox"/> contact WesPay for pricing
AAP breakfast sponsor	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$1,400
Breakfast table sponsor • includes signs at all tables (limit 4)	<input type="checkbox"/> \$1,250	<input type="checkbox"/> \$1,650
Lunch table sponsor • includes signs at all tables (limit 4)	<input type="checkbox"/> \$1,500	<input type="checkbox"/> \$1,900
Refreshment break sponsor (limit 3)	<input type="checkbox"/> \$750	<input type="checkbox"/> \$1,040
<b>PROMOTIONAL ITEMS (GIVEN AWAY AT EVENT)</b> price based on 250 attendees; all items produced by WesPay except seat drop and full color insert		
Tote bag sponsor • materials provided by WesPay	<input type="checkbox"/> \$3,000	<input type="checkbox"/> \$4,200
USB sponsor • materials provided by WesPay	<input type="checkbox"/> \$2,100	<input type="checkbox"/> \$2,940
Padfolios sponsor • materials provided by WesPay	<input type="checkbox"/> \$1,250	<input type="checkbox"/> \$1,750
Name badge wallets sponsor • materials provided by WesPay	<input type="checkbox"/> \$1,250	<input type="checkbox"/> \$1,750
Other promotional items • materials provided by sponsor	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$1,400
<b>PROGRAM GUIDE ADVERTISING</b>		
Full page B/W	<input type="checkbox"/> \$375	<input type="checkbox"/> \$525
Half page B/W	<input type="checkbox"/> \$250	<input type="checkbox"/> \$350
Quarter Page B/W	<input type="checkbox"/> \$150	<input type="checkbox"/> \$210
<b>OTHER ADVERTISING</b>		
Full color insert into attendee totes • materials provided by sponsor	<input type="checkbox"/> \$650	<input type="checkbox"/> \$910
<b>WESPAY MEMBERSHIP</b>		
Associate membership	<input type="checkbox"/> \$675	
<b>TOTAL</b>		

# exhibit rules and regulations

**1. APPLICATIONS AND ELIGIBILITY** - Applications for booth space must be made on the Exhibitor Contract provided by the WESTERN PAYMENTS ALLIANCE (henceforth referred to as WESPAY), contain the information requested and be executed by an individual who has authority to act for the applicant (exhibitor). Any such exhibitor/producer or supplier of equipment and other products or services whose proposed exhibit will enhance the business of banking and the purposes of WESPAY's Symposium, and facilitate those purposes, may apply for booth space. WESPAY reserves the absolute right to reject any application. WESPAY may at any time, for any reason and without any prior notice, refund the money paid by Exhibitor for exhibit space pursuant to these regulations and cancel same.

WESPAY has complete discretion in the interpretation and enforcement of all rules and regulations governing exhibitors. All matters and questions not covered by this document shall be subject to the final judgment and decision of WESPAY.

**2. AGREEMENT TO CONDITIONS** - Each exhibitor, for himself and his employees and agents, agrees to abide by these conditions, it being understood and agreed that the sole control of the exhibit hall rests with WESPAY.

**3. ASSIGNMENT OF SPACE** - Classification of exhibits and assignment of booth space will be determined by WESPAY. WESPAY will assign space based on several factors including: receipt of an exhibitor contract accompanied by payment in full, individual vendor location preferences, and on a first-come, first-served space available basis. Space will not be assigned without receipt of an executed exhibitor contract and payment.

**4. BOOTHS** - If an exhibitor plans to install a completely constructed display of such a character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof shall project so as to obstruct the view of adjacent booths.

Reduction of booth space may result in the relocation of exhibit space if it is determined by WESPAY to be in the best interest of the Symposium.

The floor plan maintained by WESPAY shall be the official floor plan. Changes to the exhibit hall floor plan may occur at any time, for any reason and without any prior notice to accommodate Symposium needs.

**5. PAYMENT** - All payments must be made in accordance with the payment terms set forth in the Exhibitor Contract. Payment in full for the total contracted exhibit fees owed WESPAY are required before Exhibitor or his employees or agents may begin set-up.

**6. INSURANCE** - In all cases, exhibitors wishing to insure their goods must do so at their own expense.

**7. CARE OF EXHIBIT SPACE** - The exhibitor must, at his expense, maintain and keep in good order his exhibit and the space for which he has contracted.

**8. USE AND PROTECTION OF THE EXHIBIT SPACE** - Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, floors, walls or other parts of the hotel without permission of WESPAY and the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of WESPAY, the hotel or vendor hall manager or their assistants. Exhibitor also agrees to abide by all hotel rules and regulations and exhibitor agrees to be responsible for obtaining a copy of such rules and regulations from the hotel authorities.

**9. INSTALLATION AND DISMANTLING** - The specific requirements as to the time for installation and dismantling of exhibits shall be supplied to each exhibitor in advance of the Symposium. Such requirements shall be binding upon the exhibitor as though fully set forth herein. All displays must be in place and set up one hour prior to the Sunday evening reception. Space not occupied or set up by that time may be reassigned for other purposes by WESPAY.

Exhibitors who tear down, without advanced approval from WESPAY, prior to the conclusion of the Tuesday afternoon refreshment break may be fined \$500 per 8'x10' booth space.

**10. DEFAULT OCCUPANCY** - Any exhibitor failing to occupy space contracted for is not relieved of the obligation to pay for such space at the full rental price, and WESPAY shall have the right to use such space as it sees fit to eliminate blank space in the exhibit hall, provided such booth space is not occupied by the start of the event.

**11. ACCESS TO DISPLAYS** - WESPAY may from time to time promulgate regulations governing hours of access to displays and eligibilities for admission thereto as may be found in its judgement to be most practicable.

**12. PERSONNEL** - Booth personnel, including demonstrators, receptionists and models are required to confine their activities within the exhibit booth space. All exhibitors participating in the Symposium are expected to use special care whenever they deem it necessary to hire temporary help to assist in their exhibit or hospitality activities, so that personnel so selected by them will be of a caliber in keeping with the high standards of the exhibition and the Symposium. Exhibitors must notify WESPAY of the type of assistance/entertainment being provided by temporary help. WESPAY reserves the right to deny admission to temporary staff hired by exhibitor if the entertainment provided is not in keeping with the standards of the exhibition and Symposium.

Infants and children under 18 years of age will not be allowed inside the exhibit hall.

WESPAY reserves the right in its sole and absolute discretion to restrict the use of, or prohibit, any sound systems and/or any machines or devices that are deemed to create excessive noise or otherwise disrupt activities within the Exhibit Hall. Exhibitors shall be responsible for securing any and all necessary licenses or consents for any performances, displays, or other uses of copyrighted works or patented inventions and the use of any name, likeness, signature, voice or other impression, or other intellectual property owned or claimed by any third party, which may be used directly or indirectly, by Exhibitor or on its behalf. Exhibitor agrees to and hereby does, indemnify, defend and hold WESPAY harmless from and against any claim of liability in any incidental or resulting loss, infringements or other violations of the intellectual property rights, rights of privacy, publicity rights, or any other related rights of any third party, whether enforced by that third party or its representative. WESPAY reserves the right to discontinue the electricity supply of Exhibitor if Exhibitor is deemed to be in violation of the requirements of this paragraph 12.

**13. USE OF SPACE** - Exhibits shall be shown only in the official exhibit area as established by WESPAY. Neither the exhibitors nor non-exhibitors shall be permitted to display articles, equipment, or information concerning services, or movies of such articles, equipment, or services in private rooms or suites during the Symposium, in accordance with prior agreements between WESPAY and officials of the hotel. No exhibitor shall permit any other corporation or firm or its representatives to use the space allocated to the exhibiting company nor display articles manufactured or sold normally by the company. If an article of a non-exhibiting firm is required for operation or display of an exhibitor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business. Co-participation by any other corporation or firm or its representatives in a space assigned to the original applicant must be by written permission of WESPAY and shall be subject to an additional charge of 50% of the total cost per booth per day for each additional participant for the run of the Symposium.

**14. DISTRIBUTION OF PRINTED MATTER, ETC.** - Neither exhibitors or non-exhibitors shall distribute to the Symposium delegates printed matter, samples, souvenirs, and the like, except from within the rented space. Special distribution of such material elsewhere must be approved by WESPAY.

**15. RESTRICTION OF SELLING** - No sales of any kind, whether for cash or on credit, whether for immediate or future delivery, and whether completed within or outside the exhibit area, shall be made during the exhibition by an exhibitor or anyone on his behalf, nor shall any form of order-taking be permissible.

**16. CONFLICTING MEETING & SOCIAL EVENTS** - In the interest of the success of the entire Symposium, the exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members of exhibitors from the general session or the exhibit hall during official hours of the Symposium.

**17. CANCELLATION OR RELOCATION OF THE SYMPOSIUM** - In the event of cancellation, date change or relocation of the Symposium, due to circumstances within WESPAY's direct control, WESPAY shall refund 100% of fees paid to WESPAY by the exhibitor. In the event WESPAY has no control over the cancellation or relocation of the Symposium, WESPAY shall have no liability of any kind but may in its discretion refund any fees paid by the exhibitor.

**18. CANCELLATION BY EXHIBITOR** - Cancellation of any exhibit space must be made in writing. Should the exhibitor be unable to occupy and use the exhibit space and should the exhibitor notify WESPAY in writing by contacting Ryan Gullum at rgullum@wespay.org before July 31, 2010, 50% of the total contracted amount will be refunded. No refund of any fees will be made if written notice of cancellation is received later than July 31, 2010. The fees are non-transferable. If an exhibitor cancels their participation, related exhibitor benefits, i.e., Symposium registrations, do not apply.

In the event of cancellation, WESPAY shall have the right to use any exhibit space assigned to Exhibitor to suit its convenience, including making such space available to another exhibitor. WESPAY assumes no responsibility for having included the name of Exhibitor or descriptions of its products and/or services in the event marketing materials.

**19. WESPAY'S RIGHT TO REMOVE THE EXHIBITOR'S PROPERTY** - WESPAY reserves the right to remove from the hotel any or all of the property of the exhibitor should the Symposium be cancelled or relocated or should the exhibitor violate any of the conditions of the Exhibitor's Agreement. This right may be exercised without prior notice and without hearing.

**20. VIOLATIONS OF THE CONDITIONS** - Any of the following actions by an exhibitor shall constitute a violation of the conditions of the Exhibitor's Agreement: (a.) Use of display of equipment, products, or services that varies in any significant way from the description on the Exhibitor Contract. (b.) Violation of any municipal, state, or federal laws, rules or regulation, including safety codes. (c.) Failure to follow the procedures prescribed in Sections 1 through 19. (d.) Failure to remove property from the hotel upon cancellation or relocation of the Symposium.

**21. LIABILITY** - WESPAY undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the exhibitor, his officials, agents or employees, or for the protection of the property of the exhibitor or his representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the exhibitor. Any protection exercised by WESPAY shall be deemed purely gratuitous on its part and in no way be construed to make it liable for any loss or inconvenience suffered by the exhibitor.

The exhibitor agrees to indemnify and hold WESPAY and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the exhibitor or any of his representatives or from the display or use of property of the exhibitor.

WESPAY shall not be liable for any failure to deliver space to an exhibitor or for the loss of allotted space of an exhibitor, who has contracted for exhibit space under the terms of this agreement, if nondelivery is due to any one of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God; acts of a public enemy; acts of terrorism; strikes; the authority of the law, or any cause beyond its control. WESPAY will, however, in the event it is not able to hold an exhibit for any of the above-named causes, reimburse exhibitors pro-rata on any rental fee paid, less any and all legitimate expenses incurred by WESPAY for advertising, administration, and similar and related costs.

**22. LIMITATION OF LIABILITY** - Notwithstanding anything set forth herein to the contrary, in no event shall either party be liable for any lost profits or special, incidental, or consequential damages (however arising, including negligence) arising out of or in connection with this agreement. Furthermore, in no event shall WESPAY's liability to the exhibitor arising out of or related to this agreement whether based in contract, negligence, strict liability, tort or other legal or equitable theory, including any indemnification obligation, exceed the total exhibitor fee paid to WESPAY hereunder.

**23. REMEDIES** - In the event the exhibitor violates any of the conditions of the Exhibitors Rules and Regulations, WESPAY reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other right or remedies granted under this agreement or available under general contract law:

(1.) WESPAY may order the exhibitor to remove his exhibit and personnel, or have them removed under the provisions of Section 19. In these circumstances, no part of the exhibitor's fees will be returned,

(2.) WESPAY may refuse thereafter to enter into any agreement with the same or related signatory/exhibitor to lease booth space at the future conferences or conventions sponsored by WESPAY. WESPAY, in addition to all other remedies it is entitled to invoke under the terms of this Agreement, may require the exhibitor to pay to WESPAY, as liquidated damages, and not as penalty, an amount equal to 100% of the exhibitor's fee where the signatory/exhibitor violates the restriction on selling set forth in Section 15.