

Exhibit Contract

CONTRACT FOR EXHIBIT SPACE

2007 APWA International Public Works Congress and Exposition
September 9–11, 2007 • Henry B. Gonzales Convention Center • San Antonio, Texas

Contract No. _____

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 exhibit space at the 2007 APWA International Public Works Congress & Exposition on September 9–11, 2007, Henry B. Gonzales Convention Center, San Antonio, TX (hereinafter called "Facility".) This contract is subject only to (1) the acceptance by counter signature of APWA's show management company, National Trade Productions, (hereinafter called "NTP") and (2) such additional terms and conditions which constitute a part of, or are included in, this contract. Reservation of exhibit space by NTP on behalf of 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 NTP or APWA.

THE EXHIBITOR further agrees that if, in the opinion of National Trade Productions, Inc., it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor.

TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS:

- A. EXHIBIT SPACE RENTAL FEE:** The rental fee for exhibit space is twenty-one dollars and fifty cents (\$21.50) per square foot for the first 100 square feet. The rental fee for exhibit space is nineteen dollars and fifty cents (\$19.50) for each additional square foot.
- B. DEPOSIT AND PAYMENT TERMS ARE:** For Exhibitors choosing two payments, fifty percent (50%) of the exhibit space rental fee is due not later than December 1, 2006 for contracts received on, or before, December 1, 2006. Thereafter, the 50% payment must accompany the contract. The balance of the rental fee is due and payable by March 1, 2007. **Failure to make payment by said payment dates does not release the contractual or financial obligation on the part of the Exhibitor.** Exhibit space contracts submitted to NTP after March 1, 2007, must be accompanied by the full payment of the exhibit space rental fee. Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable", to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor. **Please make checks payable to: APWA (tax id # 36-2202880) and send payment to APWA, P.O. Box 801631, Kansas City, MO 64180-1631. Sign and return contract to NTP, 313 South Patrick Street, Alexandria, VA 22314-3507. A copy of this contract will be returned to you upon acceptance.** Note: each exhibitor must also submit an original certificate of liability insurance to the above address by August 4, 2007 (see INSURANCE paragraph on reverse.)
- C. CANCELLATION:** In the event the Exhibitor cancels all or part of the exhibit space contracted herein, the Exhibitor must do so in writing by certified mail (to 313 S. Patrick St., Alexandria, VA 22314-3507), and will be obligated to pay to APWA liquidated damages based on the schedule listed on reverse. Written notice of cancellation must be received no later than December 1, 2006, to be liable for 0% of rental fee due, and no later than March 1, 2007, to be liable for 50% of rental fee due. Written cancellation received on or after March 2, 2007 obligates the Exhibitor to pay APWA 100% of the rental fee due.
- D. EXHIBIT SPACE:** Size: _____ Ft. x _____ Ft. Booth No.(s): _____
Total Booth Area: _____ Sq. ft. Total Cost: \$ _____

E. PRODUCTS TO BE EXHIBITED: _____

F. ACCEPTANCE AS BINDING CONTRACT:

Company _____
Address _____
City/State/Zip _____
Name _____
(Please print)
Title _____
Telephone _____
Fax _____
E-mail _____

H. ALL INVOICES SHOULD BE SENT TO:

Name _____
Mailing Address _____
(if different) _____
Telephone _____
Fax _____

I. EXHIBITOR SERVICE MANUAL SHOULD BE SENT TO:

Please provide street address—manuals cannot be shipped to P.O. Boxes

Name _____
Title _____
Address _____
(if different) _____
Telephone _____
Fax _____
E-mail _____

Signature by Authorized Representative _____ Date _____

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor.

For Use by National Trade Productions, Inc.

Exposition Assigned APWA07 _____ Booth Assigned _____ Total Square Feet _____ Total Rental Fee \$ _____
Accepted for National Trade Productions, Inc. _____ Date _____ A/E Code 09 _____

CONTRACT FOR EXHIBIT SPACE (continued)

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CANCELLATION: The Exhibitor specifically recognizes and agrees that APWA will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate APWA for APWA losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice, by certified mail, of cancellation of all or any part of APWA assigned booth space.

CANCELLATION DURING THE PERIOD OF:

ASSESSMENT

Through December 1, 2006	0%
December 2, 2006 – March 1, 2007	50%
March 2, 2007 or after	100%

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received on or after March 2, 2007. Failure to make full payment of deposit on exhibit space rental fee by March 2, 2007 on a Contract filed prior to, or on, that date will subject Exhibitor to Cancellation of Contract by NTP or APWA, forfeiture of deposit made and liability for balance due. If booth space is not occupied by 5:00 pm, September 8, 2007, NTP shall have the right to use the space. Reletting by NTP or APWA of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment. Exhibiting companies that also advertise in The Reporter, the official magazine of APWA, or on the APWA website are expected to maintain their account in satisfactory status. Failure to do so will result in the revocation of your right to exhibit at this event. Should your account not be in good standing all deposits paid towards the exhibit space will be retained by APWA.

EXHIBIT HOURS: Show dates, location and hours are subject to change.

Sunday, September 9, 2007	12:00 p.m. – 4:00 p.m.
Monday, September 10, 2007	10:00 a.m. – 3:00 p.m.
Tuesday, September 11, 2007	10:00 a.m. – 2:00 p.m.

SPACE: The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

ARRANGEMENT OF EXHIBITS: Standard booth background and side rails, decorated with background drape and uniform ID signs are provided without charge. Exhibitor will provide all other furnishings, equipment, facilities, etc., at their own expense and responsibility. They must be obtained through the official suppliers. Standard booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. If any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be paced not to exceed the height of four feet. Island configurations are limited to 20 feet where ceilings permit. All exhibit booths must be carpeted. Any deviation must be submitted to NTP for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted. If NTP gives permission for subletting of space, the Exhibitor is not permitted to resell or co-op their space at less than the full price.

GENERAL RESTRICTIONS:

- Exhibitors are prohibited from using amplifying equipment that is objectionable to APWA and NTP.
- Exhibitors must confine their activities to their contracted space.
- Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths.
- Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress is such as to not offend even the most critical.
- Draping materials and other decorative materials must be flameproof and comply with all State and local regulations.
- NTP reserves the right to require modification of questionable exhibits.
- "Cash and Carry" sales are not permitted from the exhibit floor.
- Exhibitors using music in their booth, either live or mechanical, must provide NTP with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to NTP that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold NTP and/or APWA harmless from any action brought against NTP or APWA by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.
- Exhibitors are prohibited from serving alcoholic beverages. Any other food and beverages must be purchased through the official food vendor.
- Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and Fire Marshall.
- The laws of the State of Texas shall govern the construction, interpretation and enforcement of this agreement.
- Exhibitors must display only products/services manufactured or distributed by their company.

LIABILITIES: The Exhibitor agrees that NTP, its agents, and employees, APWA, its agents and employees, and the Facility and/or its employees: (a) Will not be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, his representatives, agents or employees, all claims for any such loss, damage, destruction,

or injury being expressly waived by the Exhibitor, (b) Will be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents or employees. **The Exhibitor is required to provide a certificate of insurance to Show Management.**

Exhibitor shall also indemnify and save and hold harmless NTP, APWA and Facility from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on the part of Exhibitor or APWA agents, servants, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of NTP, APWA or Facility. Such indemnification shall not be limited to insurance required herein. NTP, APWA agents and employees and APWA will not be liable for failure to hold the Exhibits as scheduled. Payments for booth space will be returned in that event except that any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or any act of God, or the public enemy, or strike, or act of terrorism or epidemic, or any law or regulation of public authority or any other act beyond the control of NTP or APWA, which makes it impossible or impracticable to hold the Exhibition. APWA reserves the right to change the Facility and the location of the APWA show to another facility and location in the United States where APWA determines that an emergency or difficulties with the original Facility or location make such a change to be in the best interests of the APWA show; and in such event such a change of facility and location shall not relieve Exhibitor of its obligations under this contract. Exhibitor assumes entire responsibility for insurance and agrees to protect, defend and save APWA and NTP and its officers, directors, staff, contractors and agents harmless against all claims, losses and damages to persons or property, governmental charges and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exposition premises including but not limited to: claims of copyright, trademark or patent infringement, unfair competition and product liability. The exhibitor, on signing the exhibit space contract, expressly releases the foregoing from any and all claim for such loss, damage or injury, except that such claim, damage, loss or injury was due to APWA or NTP negligence.

INSURANCE: Exhibitors shall insure their own exhibits and display materials. APWA requires each exhibitor to carry commercial general liability Insurance in an amount not less than \$1,000,000 combined single limit or bodily injury, accident and property damage combined per occurrence/\$2,000,000 aggregate. Exhibitors shall procure and continue in force insurance as required and must submit an original certificate to be submitted to APWA Show Management no later than 30 days prior to the first day of exhibit installation. (2007 Deadline: August 4, 2007). APWA will provide security guard service throughout the entire meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

AMERICANS WITH DISABILITIES ACT: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless NTP, APWA and Facility against cost, expense, liability or damage, which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under the Act.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor.

Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's booth area. Crates and cartons will be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE: When notified, exhibitors are encouraged to forward prepaid shipments directly to the warehouse of the official general contractor at the address given in the Exhibitor Service Manual with the name of show, name of exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor. Schedule of prices and applications for furniture rental and labor services will be mailed to exhibitors well in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges will be sent in advance of show time.

ADMISSIONS: All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibits as issued or amended by the authorized representative of NTP and APWA.

RULES AND REGULATIONS: Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by APWA are hereby made an integral part of the Contract and of the agreement between Applicant and NTP for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

EXHIBITOR APPOINTED CONTRACTORS (EACs): Exhibitors using companies other than the Official Service Contractor must advise NTP in writing of their intent no later than 30 days prior to the first day of installation. Exhibitors utilizing EACs agree to indemnify and hold harmless APWA, NTP, and the Facility from any and all liability, including attorney's fees, which may arise due to the third party contractor's presence or actions. EACs agree to, when necessary, share with Official Service Contractor relevant fees, including but not limited to union steward fees. Exhibitor accepts final responsibility for any EAC employed on their behalf and agrees to educate EAC on all show rules and regulations. EACs must supply proof of insurance to NTP no less than 30 days in advance of installation. Coverage must include General Liability and Automotive Liability of \$1,000,000, Worker's compensation as required in Texas and Employer's Liability of \$100,000. Umbrella Form Excess Liability may be used to bring coverage up to these requirements.