

EXHIBIT SPACE APPLICATION / CONTRACT

American Society of Civil Engineers

World Environmental & Water Resources Congress 2010

PROVIDENCE, RHODE ISLAND ■ RHODE ISLAND CONVENTION CENTER ■ MAY 16-20

Return signed contract along with payment to:

Congress Contact Wendy Ashburn, EWRI Congress Exhibit Manager, 610 Hickory Circle, LaPlata, MD 20646 ■ Tel: 240-776-4237 ■ Fax: 240-607-7797

Make checks payable (in U.S. dollars) to **ASCE/EWRI 2010**

PLEASE PRINT CLEARLY

Are you a first-time exhibitor: Yes No

Company _____

Contact Name _____ Contact Job Title _____

Street Address / PO Box _____

City / State / Zip / Country _____

Phone _____ Fax _____ 800# _____

E-mail _____ Web Site _____

PR Contact / Firm _____ PR Contact Phone _____

EXPOSITION FEE PAYMENT SCHEDULE

RATE: \$1,500.

PAYMENT: Full payment is due with this contract by **January 31, 2010**

Payment: Payment may be remitted by check, money order, wire transfer, or credit card. Check Enclosed

Visa MC AMEX Discover Total Cost \$ _____ Deposit Amount \$ _____

Card Number _____ Exp. Date _____

Authorized Signature _____ Cardholder's Name (print) _____

Space Requirements: Booth Size _____ x _____ Corner Yes No

Booth Selection: 1. _____ 2. _____ 3. _____ 4. _____

Please assign near, if possible: _____

DO NOT assign near, if possible: _____

Do you plan to sell products in the Exhibit Hall? Yes No (Exhibitor responsible for securing and collecting all local and state licenses and taxes)

Product Description: (25 words or less) Print exactly as it should appear in the final program or email it to **wendy.wam@comcast.net** by **January 31, 2010**.

Special Requirements (e.g., carpet aisles, hanging banners, archways, etc.) _____

THE EXHIBITOR AGREES TO ABIDE BY ALL EXHIBIT TERMS, CONDITIONS, AND REGULATIONS SET FORTH IN THIS CONTRACT.

Authorized Exhibitor Signature _____ Date _____

Accepted by Exhibit Management _____ Date _____

FOR SHOW OFFICE ONLY

Date Received	_____	Total Square Feet	_____	Amount Paid	\$ _____
Booth #	_____	Cost of Booth	\$ _____	Amount Retained	\$ _____
# of Corners	_____	Deposit Paid	\$ _____	Refund Due	\$ _____
Dimension	_____ x _____	Balance Due	\$ _____	Cancellation Date	_____
Number of Years	_____	Company ID	_____		

EWRI of ASCE'S EXHIBIT RULES AND REGULATIONS

- 1. Contract for Space:** This application for space assignment by the American Society of Civil Engineers (ASCE), hereinafter referred to as Show Management, becomes a contract when signed by the exhibiting company and accepted by ASCE.
- 2. Cancellation of Exposition:** Should the exposition be canceled, postponed, or abandoned thirty days (30) or more prior to the opening date, the Exhibitor shall be refunded the amount paid for rental space. However, if the exposition is canceled, postponed, or abandoned within thirty (30) days prior to the opening date of such exposition, 50% of the money paid for rental will be refunded.
- 3. Payments for Space:** Applications must be accompanied by 100% of the total space rental, made payable to **ASCE/EWRI 2010**. All space must be paid in full by **January 31, 2010**. After that date, all reserved booth space not paid in full will be released for resale. Contracts submitted after **January 31, 2010** must be accompanied by payment in full. Applications received onsite at the 2009 Show must pay 100% of the space rental on or before **January 31, 2010**. If full payment is not received by **January 31, 2010**, the space will be released for resale.
- 4. Cancellation of Space:** Cancellation notification must be submitted in writing to ASCE Show Management. Refund of the total amount paid less a \$100 processing fee per 10' x 10' reserved space will be made if cancellation is received **before January 31, 2010**. No refunds will be made for cancellations received **on or after January 31, 2010**.
- 5. Forfeiture:** If an Exhibitor does not follow the rules and regulations set by Show Management, the Exhibitor shall forfeit the amount paid for space, regardless of whether or not the exhibit space is subsequently leased.
- 6. Rejection of Application:** All exhibits shall be in keeping with the character and purpose of the Exhibition and Conference. Show Management reserves the absolute right, in its sole discretion, to decline or cancel any application for exhibit space.
- 7. Subletting Space:** The Exhibitor shall not reassign, sublease or share assigned exhibit space with any person, firm or other entity and agrees not to exhibit, advertise, or offer for sale goods other than those manufactured or sold by him in the regular course of business, without notification to and approval of ASCE Show Management.
- 8. Exhibit Hours, Installation, and Dismantling:** The hours during which the exposition will be open are:
 - *Move-in Hours:** Sunday, May 16 12:00 - 5:00 PM
 - *Exhibit Hours:** Sunday, May 16 6:00 - 8:00 PM
Monday, May 17 10:00 AM - 4:00 PM
Tuesday, May 18 10:00 AM - 4:00 PM
Wednesday, May 19 10:00 AM - 3:30 PM
 - *Dismantling Hours:** Wednesday, May 19 3:30 - 6:00 PM
(*Hours subject to change)

Carpeting is a requirement of the show unless the facility has permanent carpeting. All booths must be carpeted in order to participate. Exhibitors may purchase carpeting through the official decorator, or provide their own and be responsible for all labor and equipment costs associated with its installation. Uncarpeted booths will be carpeted by the show decorator at the Exhibitor's expense.

No materials can be accepted in the exhibit hall prior to 7:00 AM on **Sunday, May 16**. All exhibits must be completely set up by 4:30 PM on **Sunday, May 16**. Any space not claimed and occupied or for which no special arrangements have been made prior to 12:00 PM on **Sunday, May 16**, may be resold or reassigned by ASCE without any obligation on the part of ASCE for any refund whatsoever. Special arrangements may be made for late set-up with prior approval from ASCE Show Management.
- Dismantling of exhibits **must not** begin before hall closing (3:30 PM) on **Wednesday, May 19**. Exhibitors agree by signing this contract that they will remain on the exhibit hall floor until the official close of the show. All exhibits must be packed and ready for shipment no later than 6:00 PM on **Wednesday, May 19, 2010**.
- 9. Relocation:** Show Management reserves the right to relocate an Exhibitor's booth space due to modifications of the exhibit facility, fire marshal restrictions, or any other reason in the best interest of the overall exposition.
- 10. Fire Protection and Safety:** Exhibits must comply with all safety provisions and other rules and regulations as noted and as required by the facility and fire marshal. booth decorations must be flameproof and all hangings must clear the floor. Electrical wiring must conform with all local and state government requirements and with National Electrical Code Safety Rules. If inspection indicates that any Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, Show Management reserves the right to cancel all or such part of this exhibit as may be irregular.
- 11. Repair of Damages:** The cost of repairing any damage to the building by the Exhibitor, its employees, representatives, or agents will be billed to and paid by the Exhibitor. Nothing will be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture, or other property of the facility without the permission of Show Management and the facility.
- 12. Solicitation and Demonstrations:** Exhibitors must confine their activities to their contracted space. Sales presentations and demonstrations must be conducted in a manner which assures that all Exhibitor personnel and attendees are within the contracted exhibit space. Distribution of circulars or promotion material may be made only within the booth assigned to the Exhibitor presenting such material. Promotional material may not be distributed or left for attendees to pick up in the aisles, registration area, or anywhere else in the convention facility. Non-exhibiting companies/organization will not be permitted to solicit business within the exhibit area or anywhere in the facility.
- 13. Loss, Damage, and Injury:** Show Management will not be responsible for any damage to or loss of the Exhibitor's property or any injuries to the Exhibitor, its employees, representatives, or agents, and all claims for any such loss, damage, destruction, or injury are expressly waived by the Exhibitor. Show Management will not be liable for any injury, loss, or damage which may be sustained by any person who may be on the premises leased to an Exhibitor, or watching, observing, or participating in any demonstration or exhibit of Exhibitors. Exhibitor shall indemnify and save and hold harmless ASCE 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 its agents, servants, employees, contractors, guests, licenses, or invitees.
- 14. Insurance:** The Exhibitor agrees to obtain the following insurance coverage during the dates of the ASCE Exposition, including move-in, move-out days, and be prepared to furnish a certificate of insurance to ASCE if requested: (a) comprehensive general liability insurance, including protective and contractual liability coverage of \$250,000/\$500,000 for bodily injury and \$50,000 property damage; (b) employer's liability insurance with minimum limits of \$100,000 per accident; (c) workers' compensation/occupational disease coverage in full compliance with federal and state laws; (d) owned, non-owned, and hired vehicles, including loading/unloading hazards with bodily injury limits of \$250,000/\$500,000 and property damage limits of \$100,000.
- 15. Restrictions in Operation of Exhibits:** Show Management reserves the right to restrict or evict exhibits, because of noise, method of operation, materials, or which detract from the general character of the exhibit hall, or any other reason, become objectionable. This reservation includes anything of a character deemed to be objectionable to the exhibit or that interferes with the activities of neighboring Exhibitors. In the event of such restriction or eviction, Show Management is not liable for any refunds or rentals or other exhibit expense.
- 16. Giveaways, Drawings, Distribution of Gifts, and Food Sampling:** All drawings or contests must be completed and all prizes presented to winners prior to closing of the exposition. In the event that the display of the prize is not practical because of its size or other complication, the Exhibitor must display a photo and complete details as to the prize's size, value, color, etc. It is the responsibility of the Exhibitor to notify any winners. No sample food or beverage products may be distributed without prior authorization from Show Management.
- 17. Compliance with the Law:** The Exhibitor or its representative or employees shall not engage in any display, publication, performance, or other activity which is in conflict with any federal, state, or local law, regulation, rule, or ordinance. Firearms may not be used as a part of an exhibit nor as a giveaway. Exhibitors cannot display or bring into the exhibit any animal, bird, fish, or other non-human creature without Show Management approval.
- 18. Music Licensing:** The Exhibitor agrees to pay all royalties, license fees, or other charges for any music, either live or recorded, or other entertainment of any kind or nature, played, staged, or produced by the Exhibitor, its agents, or employees within the premises by this License Agreement including but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. The Exhibitor agrees to hold Show Management harmless against any and all such claims or charges.
- 19. Americans with Disabilities Act (ADA):** Exhibitor acknowledges its responsibilities under the Americans with Disabilities Act (ADA) to make its display accessible to handicapped persons. Exhibitor shall indemnify and hold harmless ASCE and facility against any and all cost, expense, liability, or damage, which may be incident to, arise out of, or be caused by Exhibitor's failure to have its exhibit comply with requirements under the Act.
- 20. Interpretation and Amendment:** The Exhibit Manager shall have full power to interpret or amend these rules. The Exhibitor agrees to abide by any rules or regulations that may hereafter be adopted by Show Management, which shall be as much a part hereof as though fully incorporated herein.
- 21. Attendee Listings:** Exhibitors agree to a onetime use of the attendee list prior to the show solely for the purpose of promotion of the World Environmental & Water Resources Congress 2010 and at the end of the show solely for the purpose of follow-up. A separate mailing list rental form is available for additional use. Neither the list nor any excerpts thereof may be duplicated, reproduced, reused, or transferred without prior written permission from Show Management. Lists are seeded with decoy names to detect unauthorized use. Email addresses will not be provided.
- 22. Photos, Videos, and Recording:** Exhibitor hereby grants permission to ASCE to use, reproduce, and/or disseminate in any form or media any film, audio, or photo taken or recorded of the Exhibit and/or Exhibitor personnel during the conference for the purpose of promoting current or future activities, programs, symposia, or meetings. ASCE may copyright and distribute materials containing such film, audio, or photo without further approval from Exhibitor, and Exhibitor waives any claims that it or its representatives may have against ASCE related to such appearance(s) in the final materials.
- 23. Children Attendance Policy:** No children under 18 allowed unless accompanied by a responsible adult registered for the show.