

Exhibitor Space Application and Contract

Coastal Sediments 2007, New Orleans, LA -- May 13-17, 2007

Company/Organization Name: _____

Address: _____

Contact Person: _____

Title: _____

Phone: _____ Fax: _____

Email: _____ Web Address: _____

Booth Coordinator(if different from contact person): _____

Phone: _____

Email: _____

Payment Information:

of booths at \$1750.00 each: _____ Amount Due:\$ _____

Payment Method:

Check

Credit Card

American Express Discover MasterCard Visa

Credit Card Number: _____ **Expiration Date:** _____

Signature of Card Holder: _____

To reserve your space attach this contract, properly executed, with a check payable to ASCE. Mail to Attn: Demetria Taylor, P.O. Box 79668, Baltimore, MD 21279-0668 USA, (703) 295-6144.

To validate this contract

- 1) We enclose our payment to ASCE for our space rental cost
- 2) The terms and conditions appearing on the reverse side of this agreement are hereby incorporated by reference and Exhibitor agrees to be bound thereby.
- 3) We agree to accept the space assigned to us unless we reject it within ten (10) days of the date of confirmation

See rules and regulations on reverse side. I agree to the terms and conditions of this contract.

Signature(required): _____

I/We authorize ASCE to reserve space by the booth numbers below.

1st Choice: _____

2nd Choice: _____

3rd Choice: _____

For ASCE use only – Do not write in this space.

Booth(s) assigned: _____ Date assigned: _____

ASCE authorized signature: _____

CANCELLATION: The Exhibitor specifically recognizes and agrees that ASCE 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 ASCE for its 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 its assigned booth space.

CANCELLATION DURING THE PERIOD OF: ASSESSMENT

90 days (Three months) or more prior to event start date ...0% 60 to 30 days (two to one months) prior to event start date...50% Less than 30 days (Four weeks) prior to event start date ...100% Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received less than 30 days prior to event start date, and failure to make full payment of deposit on exhibit space rental fee 120 days prior to event start date on a Contract filed prior to, or on, that date will subject Exhibitor to Cancellation of Contract by ASCE, forfeiture of deposit made and liability for balance due. If booth space is not occupied by 4:00 pm on the day before the event start date ASCE shall have the right to use the space. Reletting by ASCE of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment.

EXHIBIT HOURS: Exhibit hours, subject to change by ASCE, are published in the preliminary and final

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: One six-foot table, one chair, one wastepaper basket, and one vendor ID sign are provided without charge. All other furnishings, equipment, facilities, etc., will be provided by Exhibitor at its own expense and responsibility. Display materials may be placed up to a height not exceeding eight feet from the building floor. In any portion of the booth beyond mid-point from the rear background of the booth, all parts of the exhibit shall be paced not to exceed the height of four feet. 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 areas. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted.

GENERAL RESTRICTIONS: Exhibitors are prohibited from using amplifying equipment that is objectionable to ASCE. • 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 exhibit area. • Exhibitors who use costumed models or mannequins should be sure 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. • ASCE reserve the right to require modification of questionable exhibits. • "Cash and Carry" sales are not permitted from the exhibit floor. • Exhibitors using music in their exhibit area, either live or mechanical, must provide ASCE with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to ASCE 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 ASCE harmless from any action brought against ASCE by ASCAP, BMI, SESAC or other licensing organization for the playing of such music. • Exhibitors are prohibited from serving alcoholic beverages or any other food and beverages without written approval from ASCE. • Exhibitors must comply with all safety provisions and other rules and regulations as noted and as required by the Facility and Fire Marshall. • The laws of the Commonwealth of Virginia shall govern the construction, interpretation and enforcement of this agreement.

LIABILITIES: The Exhibitor agrees that ASCE, its agents, and employees, and the Facility or ASCE 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 ASCE. Exhibitor shall also 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, licensees or invitees, provided such damage or injury has not occurred due to the gross negligence of ASCE or Facility. Such indemnification shall not be limited to insurance required herein. ASCE, its agents and employees and ASCE 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 terrorism, or

war declared or undeclared, or epidemic, or any law or regulation of public authority or any other act beyond the control of ASCE, which makes it impossible or impracticable to hold the Exhibition.

INSURANCE: Exhibitors shall insure their own exhibits and display materials. Exhibitors shall carry Public Liability Insurance with a \$1,000,000.00 combined single limit or bodily injury, accident, and property damage. Exhibitor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier that carries fire, explosion or any other risk coverage insuring their property. ASCE will not provide security guard service for this meeting. ASCE is not responsible for 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 ASCE 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 exhibit area 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. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's booth area.

BOOTH FURNITURE, LABOR, AND DRAYAGE: 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.

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 ASCE.

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 ASCE are hereby made an integral part of the Contract and of the agreement between Applicant and ASCE 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.