

ASCE- Contract for Exhibit Space - Continued

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
270 days (Nine months) or more prior to event start date	0%
120 to 269 days (Four to Nine months) prior to event start date	50%
Less than 120 days (Four months) 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 120 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 NTP or ASCE, forfeiture of deposit made and liability for balance due. If booth space is not occupied by Noon on the day before the event start date NTP shall have the right to use the space. Reletting by NTP or 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 Exhibitor Service Manual for each show.

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, one six-foot table, two chairs, 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. They may, at Exhibitor's discretion, 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 rearward from the back drape to the mid-point of each booth's depth (i.e. four feet for eight foot deep booths, five feet for ten foot deep booths), 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. 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.

GENERAL RESTRICTIONS: Exhibitors are prohibited from using amplifying equipment that is objectionable to ASCE and/or 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 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. ■ NTP and 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 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 ASCE harmless from any action brought against NTP or 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 NTP. ■ Exhibitors must comply with all safety provisions and other rules and regulations as noted in the Exhibitor Service Manual 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 NTP, its agents, and employees, ASCE 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 NTP. Exhibitor shall also indemnify and save and hold harmless NTP, 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 NTP, ASCE or Facility. Such indemnification shall not be limited to insurance required herein. NTP, 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 NTP or 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 provide security guard service throughout the 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, 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 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 contractors listed in the service manual. 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 with the general contractor.

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.

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 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.