

# 2003 American Society of Civil Engineers

## CONTRACT FOR EXHIBIT SPACE

Contract No. \_\_\_\_\_

The undersigned, by its duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with the American Society of Civil Engineers (hereinafter called "ASCE"). This contract is subject only to (1) the acceptance by counter signature of ASCE's show management, National Trade Productions, (hereinafter called "NTP"); (2) the floor plan of exhibits; and (3) 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 ASCE.

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. DEPOSIT AND PAYMENT TERMS ARE:** For exhibitors choosing two payments, fifty percent (50%) of the exhibit space rental fee is due not later than 270 days (9 months) before the event start date, for contracts received 270 days or more prior to the event. Thereafter the 50% payment must accompany the contract. The balance of the rental fee is due and payable no later than 120 days (4 months) prior to the event. Contracts submitted within 120 days of an event must be accompanied by the full payment of the exhibit space rental fee. **Failure to make payment by said payment dates does not release the contractual or financial obligation on the part of the Exhibitor.** 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 ASCE. Sign and return contract and payment to: ASCE c/o NTP, 313 South Patrick Street, Alexandria, VA 22314. A copy of this contract will be returned to you upon acceptance. ASCE Tax ID# 13-1635293.**

**B. 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 South Patrick Street, Alexandria, VA 22314), and will be obligated to pay to NTP liquidated damages based on the schedule listed on reverse. Written notice of cancellation must be received by no later than 270 days (9 months) before event start date to be liable for 0% of rental fee due, and by no later than 120 days (4 months) before event start date to be liable for 50% of rental fee due. Written cancellation received on or after 121 days prior to the event start date obligates the Exhibitor to pay to NTP 100% of the rental fee due.

### C. CONTRACTED SHOWS (IN DATE ORDER)

Structures, May 29-June 1, 2003, Westin Hotel, Seattle, WA – Cost per 8x10 is \$1650

Environmental & Water Resources Institute (EWRI), June 23-26, 2003, Adams Mark Hotel, Philadelphia, PA – Cost per 8x10 is \$1350

Pipelines, July 14-16, 2003, Baltimore Marriott Waterfront, Baltimore, MD – Cost per 8x10 is \$1500

Civil Engineering Annual Conf. & Expo, November 13-15, 2003, Opryland Hotel, Nashville, TN - Cost per 10x10 is \$1800

(Early Sign-up Discount: for ASCE Annual of \$1.00 per square foot discount for those exhibitors who sign up on-site, prior to November 6, 2002)

| <u>Booth #:</u> | <u>Booth Config:</u> |
|-----------------|----------------------|
| _____           | _____X_____          |
| _____           | _____X_____          |
| _____           | _____X_____          |
| _____           | _____X_____          |

### D. PRODUCTS TO BE EXHIBITED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### F. ALL INVOICES SHOULD BE SENT TO:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

### E. ACCEPTANCE AS BINDING CONTRACT:

Company \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

### G. EXHIBITOR SERVICE MANUAL SHOULD BE SENT TO:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_ Booth Assigned \_\_\_\_\_ Total Square Feet \_\_\_\_\_ Total Rental Fee \$ \_\_\_\_\_  
Accepted for National Trade Productions, Inc. \_\_\_\_\_ Date: \_\_\_\_\_ A/E Code \_\_\_\_\_