



EXHIBIT SPACE CONTRACT

The undersigned, by its duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with the Structural Engineering Institute of the American Society of Civil Engineers (hereinafter called "SEI").

THE EXHIBITOR further agrees that if, in the opinion of the SEI, 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. PAYMENT TERMS ARE: One hundred percent (100%) of the exhibit space rental fee is due with the signed contract. Space will not be held with out full payment and a signed contract.

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: SEI, Debbie Smith, 1801 Alexander Bell Drive, Reston VA 20191), and will be obligated to pay SEI liquidated damages based on the following schedule.

C. CONTRACTED SHOW: Electrical Transmission Conference, October 15 -18, 2006, Wynfrey Hotel, Birmingham, Alabama

10 X 10 Booth Cost: \$1,250 Each Booth includes two full registration and access to all technical sessions, panel discussions, and food functions.

Please indicated your first, second and third choice for booth location:

1st Choice Booth Number 2nd Choice Booth Number 3rd Choice Booth Number

(Every effort will be made to assign booth spaces as requested but SEI reserves the right to make the final booth selections.)

D. PRODUCTS:

F. Payment: Please check one

Check

Credit Card

Card Type: VISA MASTERCARD DISCOVER DINERS CLUB

Credit Card # Expiration Date:

Amount: Signature:

E. ACCEPTANCE AS BINDING CONTRACT:

Company

Address:

City/State/Zip:

Name:

Title:

Telephone:

Fax:

E-Mail:

Signature by Authorized Representative

Date:

Make Checks payable to: Structural Engineering Institute

Mail to ASCE, P.O. Box 79668, Baltimore, MD 21279-0668, ATTN: Debbie Smith

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.

After booth has been assigned and contract and payment accepted the Exhibitor will receive confirmation and an Exhibit Service Manual from Shepard Exposition Services.

For ASCE Staff Only Booth # Accepted By

SEI- EXHIBIT SPACE CONTRACT - Continued

CANCELLATION: The Exhibitor specifically recognizes and agrees that SEI 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 SEI 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
Prior to October 31, 2005	0%
November 1, 2005 - April 30, 200650%
On or After May 1, 2006	100%

Cancellations will be accepted only in accordance with the above schedule. Space will not be held with out full payment and signed contract. If booth space is not occupied by Noon on the day before the event start date SEI shall have the right to use the space. Reletting by SEI of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment.

EXHIBIT HOURS: Exhibit hours, subject to change by SEI, are published in the Exhibitor letter.

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: 10 X 10 booth, one 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 Shepard Exposition Services. 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 SEI. ■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. ■SEI 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 SEI with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to SEI 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 SEI harmless from any action brought against SEI 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 SEI. ■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 SEI and the Facility or SEI 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 SEI. Exhibitor shall also indemnify and save and hold harmless SEI 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 SEI or Facility. Such indemnification shall not be limited to insurance required herein. SEI 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 SEI, 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. SEI will not have security on site. All materials will be out at Exhibitors own risk.

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 SEI 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: Exhibitors may contact the Wynfrey hotel to determine if they can store their Exhibit materials. The Exhibitor may also contact Shepard Exposition Services. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates and cartons within the exhibitor's booth area. Crates and cartons will be stored by the Exhibitor

BOOTH FURNITURE, LABOR, AND DRAYAGE: When notified, exhibitors are encouraged to forward prepaid shipments directly to the warehouse of Shepard Exposition Services, 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 SEI.

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