

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 120 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)

	<u>Booth #</u>	<u>Booth Config:</u>
Structures , May 24-25, 2004 Nashville Convention Center, Nashville, TN – Cost per 8x10 is \$1650	_____	_____X_____
Ports , May 23-26 2004 The Westin Galleria Hotel, Houston, TX – Cost per 8x10 is \$1800	_____	_____X_____
Environmental & Water Resources Institute (EWRI) , June 28-30, 2004, Grand America Hotel, Salt Lake City, UT – Cost per 8x10 is \$1350	_____	_____X_____
Geo-Trans July 28-30, 2004, UCLA, Los Angeles, CA – Cost per 8x10 is \$1300	_____	_____X_____
Pipelines , August 1-3, 2004, U.S. Grant Hotel, San Diego, CA – Cost per 8x10 is \$1600	_____	_____X_____
The Baltimore Civil Engineering Annual Conf. & Expo October 21-22, 2004, Baltimore Convention Center, Baltimore, MD - Cost per 10x10 is \$1800	_____	_____X_____

(Early Sign-up Discount: for Baltimore Civil Engineering Annual of \$1.00 per square foot discount for those exhibitors who sign up on-site, prior to November 14, 2003)

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:
 Please provide street address – manuals cannot be shipped to P.O. Boxes
 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 <u>14</u>

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.