



Setting the Standard for Automation™

ISA Automation West 2006

Exhibit Space Contract

2-3 May 2006
Long Beach Convention Center
Long Beach, California

1. Exhibit Space Selection

Apply for exhibit space by listing at least three choices below.





Choice Booth Number(s)

1. _____
2. _____
3. _____

ISA does not promise or guarantee that the booth choices listed will be the booth space(s) assigned. ISA reserves the right to assign comparable space if the selections listed are not available.

- Option A: 10' x 10' space, backwall drape, side wall drape, and company name on booth sign—\$1,475 each x _____ total booths.....\$ _____
- Option B (Option A plus): 9' x 10' carpet, 1-6' skirted table, 2 chairs, wastebasket, and one time cleaning prior to show opening—\$1,725 each x _____ total booths\$ _____
- Corner fee—\$125 each (island space charged for 4 corners).....\$ _____
- Co-tenant Fee \$250 each.....\$ _____
- **Total ISA Automation West Fee**.....\$ _____

2. Payment for Space

- Payment in US currency only.
- Make checks payable to ISA and mail with this application to ISA, PO Box 3561, Durham, NC 27702 USA.
- 50% deposit required with contract
- Full payment is due by 16 January 2006
- Funds may be wired to: SunTrust Bank, ABA061000104; Account #1126294. International Wire Swift/BIC routing address is SNTRUS3A*
- To pay by credit card for the selected exhibit space complete the following: (check one)    

Card #: _____ Exp. Date: _____ Amount: \$ _____

Card Holder's Name: _____ Card Holder's Signature: _____

*Please note: The bank charges a fee for this type of transfer which must be included with payment.

3. Applicant Information

Please type or print clearly:

Applicant Company: _____
The company name listed here will be used for all promotional purposes. See co-tenant information below to list additional company names.

Street Address: _____ City: _____

State/Province: _____ Zip/Postal Code: _____ Company Web site: _____

Contact Name: _____ Position: _____

Phone: _____ Fax: _____ Contact's E-mail address: _____

By providing contact fax information and by executing this contract, applicant hereby agrees to receive faxed communication from ISA.

(If contact address is different from applicant please provide address.) Listed contact will receive all materials.

Contract terms and conditions are on the reverse of this page; the rules and regulations governing the use of the exhibit space are set forth in the Addendum entitled "Rules and Regulations," enclosed with this Exhibit Space Contract. These rules and regulations are incorporated by reference into this contract, and by executing this agreement Exhibitor agrees to be bound thereby as if same had been set forth fully herein.

This document, when signed by Exhibitor and Organizer, constitutes a binding legal agreement. Organizer agrees to review your Application and Contract and assign to your company exhibit space, if available, consistent with show eligibility requirements and policies. The Exhibitor agrees that upon acceptance of this Application and Contract by Organizer, with or without appropriate payment of the exhibition fee, this Application and Contract shall become a legally binding contract; enforceable against the Exhibitor in accordance with its terms. By the signature below, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the exhibitor. The Exhibitor agrees to be bound by the information and terms on both pages 1 and 2 herein and the rules and regulations included in the Exhibitor Service Manual and/or any other regulations issued prior to the exhibition.

Authorized Signature: _____ Position: _____

Technologies and Products to be displayed: _____

We request that, if possible, space assignment near the following potential Exhibitors be avoided: _____

4. Co-Tenant Information

Exhibiting companies may accommodate one co-tenant for every 100 square feet of exhibit space purchased. Co-Tenant benefits include:

- Opportunity to exhibit technology and products in Exhibiting Company space.
- Listing in ISA Automation West promotional materials, including: Advance Program, Onsite Program and online.

ISA USE ONLY — EXHIBIT SPACE ASSIGNMENT

Number(s)	Front	Depth	Square Feet/M	Height Limit	Deposit	Total Cost

Date Mailed: _____ Signed: (ISA) _____

Exhibit Space Contract Terms and Conditions

- 1. CONFERENCE AND EXHIBITION.** The Conference and Exhibition is conducted exclusively for the display and demonstration of instrumentation, systems and automation equipment and related services and discussion of current concepts, equipment and applications.

ISA Automation West is an integral part of the Society's educational program and provides a forum for persons concerned with advancing sciences and technology of instrumentation, systems and automation.

- 2. APPLICATIONS.** Applications for exhibit space must be made on the form printed on the reverse hereof, completed as requested, and accompanied by required payment.

An application made on behalf of several independent companies which will jointly occupy space must be so indicated. By such application, each is jointly and severally responsible pursuant to this Exhibit Space Contract. Products and services to be displayed must be specified on the application.

ISA reserves the absolute right to decline any application for space if, in ISA's judgment, the products or services to be shown or demonstrated are unrelated to ISA's scientific and educational purposes. Application is accepted as a contract by ISA. This application becomes a contract only when accepted by ISA by notifying applicant of the assignment of a specified exhibit space.

- 3. EXHIBIT SPACE AND FLOOR PLAN.** Exhibit space floor plan for this Exhibition will normally be maintained as initially offered. ISA reserves right to modify plan to extent necessary for the best interests of Exhibitors and ISA or to correct inaccuracies or errors. ISA also reserves right to modify plan to extent necessary for the best interests of the Exhibition.

- 4. SPACE ASSIGNMENT.** ISA Automation West space will be assigned on a first come, first served basis to those companies submitting their completed contract and required deposit.

- 5. EXHIBIT SPACE PAYMENT SCHEDULE.** Payments for ISA Automation West must be made in accordance with the following schedule:

- 50% of total exhibit space fee must be paid at time of application
- 100% of total exhibit space fee must be paid by 16 January 2006.

- 6. REDUCTION IN EXHIBIT SPACE.** If an Applicant requests a reduction in exhibit space footage after acceptance of Application and the Notice to Applicant of Space Assignment has been mailed, ISA will honor the request on the following conditions:

- A. If Applicant's written notice of reduction is received by ISA before 16 January 2006, ISA will retain, as a charge for reducing the exhibit space, the amount of deposit due as of the date of reduction request is received on the amount of space reduced.
- B. If Applicant's written notice of reduction is received by ISA on or after 16 January 2006, no allowance against or reduction of the fee due for the original exhibit space assigned will be granted, any difference being considered as a charge for exhibit space reduction.

In any case, the request for reduction of space for ISA Automation West must be received in writing, and ISA reserves the right to relocate or reassign Applicant's exhibit space to another area of Exhibit Facility. ISA may also assign or reassign the original exhibit space to another Applicant, or for general or ISA use eliminate the original exhibit space from the Exhibition, or allow it to remain vacant at ISA's sole discretion without obligation to Applicant.

- 7. CANCELLATION.** Any Applicant who cancels contract, fails to show at Exhibition, or withdraws from Exhibition after ISA has accepted Application and mailed Notice to Applicant of Space Assignment, agrees to pay the following cancellation charges to ISA:

- A. If Applicant's **written notice** of cancellation of withdrawal is received by ISA **before 16 January 2006**, ISA will retain as a charge for cancellation of exhibit space, the amount of the deposit due as of the date of cancellation request is received.
- B. If Applicant's **written notice** of cancellation or withdrawal is received by ISA on or **after 16 January 2006**, 100% of the total rent of the space assigned will be due.

In any case, any payments made to ISA for ISA Automation West before cancellation or withdrawal, by deposit or otherwise, will be retained by ISA. If the amount paid is sufficient to pay the cancellation

charge, it will be applied in satisfaction of that charge, if the amount paid is less than the cancellation charge, it will be applied in partial satisfaction of the cancellation charge and the applicant will be invoiced for the balance due. Applicant will receive a refund of only the amount paid, if any, that exceeds the applicable cancellation charge.

Applicant specifically agrees that it is legally obligated to remit to ISA any unpaid balance for the assigned space after retention by ISA of any amounts paid before cancellation or withdrawal. **All notices of cancellation must be in writing and delivered to ISA before the applicable deadline. No notice is effective unless submitted to ISA in a manner proof of receipt by ISA, such as certified mail with a return receipt, or email, by the deadline can be shown.**

- 8. SUBLETTING BOOTH SPACE.** No Applicant shall assign, sublet or apportion the whole or any part of the space allotted. Applicant may not display equipment or materials from other than its own firm or joint Applicants' firms in said space, without ISA's consent.

- 9. INDEMNITY AND LIMITATION ON LIABILITY.** Applicant covenants and agrees to hold and save harmless ISA; the owners, operators, and managers of the Exhibit Facility; and the respective officers, agents and employees of each (collectively referred to as Exhibit Management) from any and all claims of liability, damage, or expense resulting from any injury to or death of any person, including Applicant's employees, agents, and contractors, occurring within Applicant's Exhibit Space or resulting directly or indirectly from any act or omission of Applicant or any loss of, damage to, or theft of any property. An omission of Applicant includes any failure of Applicant to comply with any of the terms and conditions of this Contract; any of the Conference and Exhibit Rules and Regulations; any Rules and Regulations of Exhibit Facility; and any laws of the City of Long Beach, CA. Applicant agrees to indemnify each and every member of the Exhibit Management group for any and all costs and liabilities incurred in defense of any such claim, including all expenses, attorney's fees, and any judgments awarded or settlement amounts agreed to. It is agreed that Exhibit Management shall not be responsible for any loss, damage, or theft of any property of any persons, including the Exhibitor and its employees, agents, and contractors, while in transit to or from the Exhibit Facility, while in the Exhibit Facility or otherwise.

Except for cancellations and withdrawals as set forth in Paragraph 7 above, Applicant is responsible for total rent for exhibit space irrespective of the reason for such cancellation and withdrawal, including cancellation and withdrawal by Applicant because of failure of Exhibit to arrive for any reason or cancellation by the Sponsors as the result of action by the Exhibit Management or the result of strikes, lock-outs, act of God, inability to obtain labor or materials, government action of whatsoever nature, war, civil disturbance, fire, unavoidable casualty or other causes, whether similar or dissimilar, beyond the control of ISA. In the event of cancellation by ISA as a result of the aforesaid causes, the Applicant expressly waives such liability and releases ISA of and from all claims for damages and agrees ISA shall have no obligation to Applicant.

Applicant is a licensee of Exhibit space only and not an agent, employee, partner or joint venturer of or with ISA. Applicant agrees that it is solely responsible for its costs of doing business and agrees to hold ISA harmless from any obligations incurred by the Applicant as a result of contracting for any goods or services connected with the Exhibitor or with the Exhibit Facility, service contractors, or other persons or companies and to indemnify ISA for any costs or liabilities incurred in defending any such claims against ISA, including attorneys' fees, expenses, and any judgments awarded or settlement amounts agreed to.

Exhibitor may receive Contact information from persons or businesses that attend ISA Automation West 2006, such as name, address, telephone number, fax number, and/or email address of attendees. Exhibitor agrees to comply with all state and federal laws and regulations, including but not limited to regulations promulgated by the Federal Communications Commission and the Federal Trade Commission, with regard to manner in which exhibitor uses such Contact Information. Exhibitor hereby agrees to indemnify and hold harmless ISA and its agents, directors, officers, and employees of and from any and all claims, demands, losses, liabilities, judgments, awards and costs (including reasonable legal fees and expenses) arising out of or related to any claim that Exhibitor violated any rights of any person or business through use of that person's Contact Information

- 10. GOVERNING DOCUMENTS AND LAWS.** Applicant expressly understands and agrees to be bound by all terms and conditions and rules and regulations contained in this Exhibit Space Contract; Exhibit Rules and Regulations, including amendments which may be issued; the master lease between ISA and Exhibit Facility; and the Exhibit Facility Rules and Regulations, copies or pertinent extracts of which are attached and/or available for inspection at ISA during normal business hours. Applicant also agrees to be bound by deadlines or policies stated in the Exhibitor Services Manual which will be provided by ISA.

Such documents are made an integral part of this Contract by reference as if set forth in full in the Contract. Applicant will provide copies of the attached Rules and Regulations to all personnel who will staff the exhibit during the Exhibition. Applicant is further charged with the knowledge of, and agrees to comply with, all local, state and federal laws, regulations, and codes pertaining to health and safety and promotions, marketing, and advertising, including activities constituting a lottery, applicable to Applicant's Exhibit.

Compliance is Applicant's sole responsibility. This Contract will be interpreted and governed by the laws of North Carolina applicable to contracts signed and be wholly performed within North Carolina.

- 11. EXHIBITOR EVENT CONFLICTS.** Exhibitor will not schedule any receptions, hospitality suites, social functions, exhibits, product demonstrations, technical seminars, training sessions, or other event or function for attendees (or potential attendees) outside of the exhibit facility during Conference and Exhibition hours. Exhibitor may, with ISA's prior written approval, conduct technical seminars or training for its customers at a local facility regularly maintained by the Exhibitor for such purposes as long as such training is for existing customers or clients of Exhibitor only and is not generally available to attendees. Requests for such exception must be received by ISA at least 30 days before the event begins.

- 12. SURRENDER OF SPACE.** If not cancelled as provided in contract, Applicant's license for booth space expires at earlier deadline for move-out or actual vacation of booth space. Applicant will surrender space occupied by Applicant at expiration of license in the same condition as it was at commencement of occupation. Applicant assumes sole and total responsibility for any damage to Exhibit Hall due to construction, use, or dismantlement of Applicant's Exhibit and will reimburse ISA for charges assessed by Exhibit Hall caused by Applicant paid by ISA, including charges for failing to vacate premises in a timely manner.

- 13. VIOLATIONS.** Interpretation and application of these Terms and Conditions and documents incorporated by reference are sole responsibility of ISA. Violation by Applicant of these Terms and Conditions shall subject Applicant to cancellation of its contract to occupy exhibit space and to retention by ISA of all moneys paid. Upon due notice to Applicant of such cancellation, ISA will have right to take possession of Applicant's space, remove all persons and properties of Applicant, and hold Applicant accountable for all risks and expenses incurred as a result of such re-entry and removal.

ISA reserves right to restrict Exhibits which become objectionable because of noise, operational methods, rules violations, or any other reason and may prohibit or evict any Exhibit, which in ISA's sole opinion, may detract from general character of Exhibition as a whole. In the event of such restriction or eviction, ISA will not be liable for any refunds or expenses of Applicant.

If ISA must engage an attorney to collect any amounts due under this Agreement, Applicant agrees to pay all reasonable attorneys' fees and expenses incurred by ISA.

- 14. AMENDMENTS.** If any unforeseen event renders it necessary, ISA may amend these Terms and Conditions and those documents included by reference. All amendments will be published and mailed to each Applicant who shall be bound thereby. Any other changes in terms and conditions and rules and regulations must be in writing and signed by both parties.

- 15. CO-TENANT PROCEDURES.** Applicant must provide ISA written notification of any co-tenants that will occupy contracted space at ISA Automation West. Notification must include company name, address, telephone and fax information. If co-tenant requests listings in ISA Automation West promotional materials, ISA will assess a fee of \$250 to contracted Exhibitor. This fee will be assessed for each co-tenant requesting such services. Each co-tenant must expressly agree to all terms and conditions of this Exhibit Space Contract.