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# EXPO 2009

## Rules and Regulations

### 1. SCHEDULE:

- A. ISA EXPO 2009 Exhibition:  
Tuesday, 6 October .....12:00 p.m.–7:00 p.m.  
Wednesday, 7 October.....10:00 a.m.–5:30 p.m.  
Thursday, 8 October.....10:00 a.m.–3:30 p.m.
- B. Exhibit Installation:  
Thursday, 1 October.....8:00 a.m.–4:30 p.m.  
Friday, 2 October .....8:00 a.m.–4:30 p.m.  
Saturday, 3 October .....8:00 a.m.–4:30 p.m.  
Monday, 5 October .....8:00 a.m.–4:30 p.m.
- C. Exhibit Dismantling:  
Thursday, 8 October.....3:30 p.m.–8:00 p.m.  
Friday, 9 October .....8:00 a.m.–4:30 p.m.

2. **LOCATION:** ISA EXPO 2009 will be held at Reliant Center, One Reliant Park, Houston, TX 77054.

3. **STANDARD BOOTH EQUIPMENT:** Standard Booth Equipment is furnished to all Exhibitors who occupy linear or peninsula booth configurations. Standard Booth Equipment consists of:  
A. Draped back wall — 8' in height  
B. Draped sidewalls — 3' in height  
C. Identification Sign — with the Exhibitor's name and booth number.

### 4. EXHIBIT CONSTRUCTION:

#### A. Height Limits

All in-line booths are limited to a height of 10'. Peninsula booths are limited to a height of 16'. Island booths are limited to a height of 24', where ceiling heights permit.

#### B. Sidewalls

Linear booths may extend 6' towards the aisle at a 10' height. The remaining 4' must not exceed 4' in height. Exhibitors occupying island and peninsula booths may use the entire cubic content of the exhibit area.

#### C. Backwalls

The floor plan indicates where backwalls will be set. Exhibitors may not take two booths at the end of an aisle (peninsula booth) to create adjoining backwalls.

#### D. Exposed Walls

All exposed parts of constructed exhibits, with particular emphasis on sidewalls, must be finished to present an attractive appearance when viewed from aisles or other adjoining booths. If, in ISA's sole opinion, any exhibit requires additional sidewalls, hardwalls or other decoration to hide any unfinished or unsightly exposed surface, the Exhibitor will be charged that cost and will be solely responsible for its payment.

#### E. Floor Covering

All exhibits must have a suitable floor covering of carpet or flooring. No bare concrete will be permitted. Show management may request carpet for those Exhibitors who fail to provide a floor covering for their exhibit. In such circumstances, the Exhibitor will be responsible for all associated costs.

#### F. Coordination with Adjoining Exhibitors

ISA, upon request, will advise an Exhibitor which other companies are occupying adjacent booths so that they may mutually coordinate their exhibit construction. By so doing, it is frequently possible to eliminate the need for more than one divider to finish the backs of the walls to fit in with the adjoining construction, and to generally cooperate in achieving an attractive exhibit.

#### G. Mobile or Trailer Exhibits

These types of exhibits are permitted only within the Exhibitor's contracted booth space and where ceiling height permits. Exhibitors that plan to use mobile or trailer-type exhibits must give advance written notice to ISA. Mobile or trailer exhibits cannot be used in parking areas or any other location outside of the contracted booth space during show hours.

### H. Fire and Safety Requirements

Fire and safety requirements mandate that wiring and connections must meet local fire department and Underwriters Laboratories fire and safety rules and regulations. Federal, state and city laws regarding installation and operation of equipment must be strictly observed. All exhibit materials must be flame retardant. Flammable fluids, substances or materials of any nature may not be brought into the Exhibit Facility. All materials and installations must comply with the local Fire Department and Underwriters Laboratories rules and regulations.

5. **CHARGEABLE BOOTH SERVICES:** Except for those listed in section 3 above, no exhibit services and/or furnishings required by an Exhibitor are included in the exhibit fee. ISA arranges for independent "official" contractors to offer Exhibitors such services as electrical, plumbing, telephones, labor, exhibit furnishings, decorating and drayage. Exhibitors are solely responsible for engaging these official contractors as required and paying their charges for services.

The rates and order forms for these chargeable services are contained in the Exhibitor Services Manual sent to each Exhibitor. These official contractors will maintain service desks on the exhibit floor during the entire period of move-in through move-out to service all Exhibitors.

6. **EXHIBITOR APPOINTED CONTRACTORS:** Reputable exhibitor-appointed contractors, other than those arranged by ISA, may be used by an Exhibitor, but only upon compliance with the following conditions:

- A. The Exhibitor notifies ISA of the name of the non-official contractor and the service to be provided, in writing, before the deadline stated in the Exhibitor Services Manual.
- B. The service is not one that is provided exclusively by an official Service Contractor or the Exhibit Facility, without the applicable official service contractor's written permission.
- C. The exhibitor-appointed contractor agrees, in writing, to abide by all ISA Rules and Regulations, including union rules, and all local, state and federal laws.
- D. The exhibitor appointed contractor presents ISA with a valid certificate of insurance certifying that its acts are covered by a comprehensive liability policy which will cover all claims made until the expiration of any statutes of limitation with minimum policy limits of \$2 million per occurrence for bodily injury or death and property damage and that it has the requisite workers' compensation coverage.
- E. The exhibitor-appointed contractor provides ISA with a list of all its employees who will be needed to furnish the contractor's services by the deadline stated in the Exhibitor Services Manual.
- F. The exhibitor-appointed contractor agrees, in writing, to refrain from soliciting other business on the floor of the Exhibit Facility from move-in through move-out.

7. **ELECTRICAL POWER:** Each Exhibitor must anticipate its electrical power needs fully so that all other Exhibitors will be protected against power shortage. Any Exhibitor that overloads or pulls more current than was ordered will be penalized to the extent that their entire electrical service will be discontinued until the necessary additional lines can be run to the exhibit. The Exhibitor will also be required to pay all charges for having the necessary lines run to the exhibit.

The Exhibitor shall use reasonable care to prevent any interruption in electrical service. Neither ISA, nor their service contractors, shall be held responsible for any breakage of machinery, products or equipment, lost data or information on software, or any other loss of or damage to property which may occur due to power surges, interruption, or general failures in power.

Power is normally turned on one hour before the official opening time each day, and turned off upon each day's official close. If additional service is required, 24-hour power arrangements must be made in advance with the electrical contractor. Electrical power will also run during move-in and move-out in accordance with the schedule in the Exhibitor Services Manual.

8. **UNION JURISDICTION:** Full time employees of exhibiting companies may assemble and decorate their booths without the aid of union assistance. Exhibitors may hand-carry their own materials into the Exhibit Facility, including pop-up booths, provided the materials can be moved without the use of mechanized devices. However, the Official Service Contractor will control access to the loading docks in order to provide for a safe and orderly move-in and move-out.

9. **INSTALLATION OF EXHIBITS:** Hours and dates for the installation, event, and dismantling periods will be only those specified by ISA. Installation of Exhibits will begin at 8:00 a.m. on Thursday, 1 October 2009.

All Exhibits must be completely installed by 4:00 p.m. on Monday, 5 October 2009. Any exhibit space not occupied by 2 p.m. on Monday, 5 October will be considered abandoned. If ISA does not believe the Exhibitor will arrive, or if no exhibit materials are present, the exhibit may be reassigned. Any Exhibitor that arrives after either of these steps has been taken will be responsible for the costs incurred by ISA, in addition to all other responsibilities and accountabilities as stated in the contract.

No exhibit or exhibit materials of any kind will be received at the Exhibit Facility after 8:00 a.m. Tuesday, 6 October 2009 and only last minute preparations or placing of furniture, etc. will be permitted after that time. If any exhibit or exhibit materials are delivered after 8:00 a.m. Tuesday, 6 October 2009, the Exhibitor will be required to wait to unload and begin installation until after the close of that event day. No installation or construction work will be permitted during the hours when the Exhibition is open.

10. **REMOVAL OF EXHIBITS:** All Exhibits must remain intact until final closing time at 3:30 p.m., Thursday, 8 October 2009. All exhibit materials must be removed from the Exhibit Hall no later than 4:30 p.m. Friday, 9 October 2009. All Exhibitors' outbound carriers must check-in with the General Service Contractor by 2:00 p.m., Friday, 9 October 2009. Failure to check-in by this time may result in your shipment being forced to another outbound carrier. Exhibitors will be liable for all storage, handling, and shipping charges that result from failure to remove any exhibit materials from the Exhibit Facility at the conclusion of dismantling.

11. **STORAGE OF EMPTIES:** If utilizing drayage services, the official contractor requests that Exhibitors identify all pieces bound for storage for the duration of the event. All empty crates, boxes, skids, etc. will be removed from the exhibit floor before the event opens. These items will be returned to Exhibitors' booths after the show's final closing.

To comply with fire regulations, wrapping materials such as paper, excelsior, etc. must be completely enclosed within packing boxes. Small boxes and articles should be nested in larger ones to reduce the number of pieces being stored and, thus, reduce the likelihood of smaller pieces being lost. Boards and skids must be securely tied into bundles and also identified. Materials not complying with these requirements will be considered refuse and disposed of by the cleaners.

12. **CLEANING:** ISA arranges to clean the floors of all common areas and aisles within the Exhibit Facility once each day. This service does not include dusting or otherwise maintaining the Exhibitor's booth. These extra cleaning services are available and may be ordered through the form included in the Exhibitor Services Manual.

## **Reliant Center Labor Work Rules**

Full time employees of exhibiting companies may assemble and decorate their booths without the aid of local union assistance. However, the local union must render any services that may be required beyond what your regular full time employees can provide.

Exhibitors may hand-carry their own materials into the exhibit facility. However, the use of dollies, flat-trucks and other mechanical equipment are not permitted. Freeman will control access to the loading docks in order to provide for a safe and orderly move-in/move-out.

### **Labor Break Times**

Morning break: 9:30 to 9:45; Lunch: 12:00 to 12:30; Afternoon break: 2:30 to 2:45.

### **Non-Official Contractors or Exhibitor Appointed Contractors**

Freeman will supply professional union labor for all of the work needed for the installation and dismantling of your exhibit.

**Should you utilize the services of any independent contractor that is not one of the ISA Official Contractors listed in this manual, the following requirements must be in compliance. If ISA discovers an independent contractor on the exhibit hall floor providing services to an exhibitor without the knowledge and consent of ISA and without filing a current Certificate of Insurance, the contractor and any exhibitor utilizing their services will each be fined a penalty of \$500.00.**

Please complete the **REQUEST TO USE A NON-OFFICIAL CONTRACTOR FORM**.

- ISA and Freeman must be notified in writing of all independent contractors by completing the Request to Use a Non-Official Contractor Form and returning no later than Monday, 7 September 2009 to ISA Exhibit Services, 67 Alexander Drive, Research Triangle Park, NC 27709.
- All outside contractors (including production companies) must show proof of insurance for General Liability, Workers' Compensation Liability and Comprehensive Motor Vehicle Liability and must provide ISA with a current Certificate of Insurance with limits no less than the following: \$2,000,000 General Liability, \$100,000 Workers' Compensation, and \$2,000,000 Comprehensive Motor Vehicle Liability. ISA, the Reliant Center and Freeman must be named as additional insured on all policies. The Certificate of Insurance must cover Thursday, 1 October through Saturday, 10 October and must be received no later than Monday, 7 September. Failure to do so will prevent said contractors from gaining access to the show floor.
- The Exhibitor Appointed Contractor must be prepared to show evidence that it has a valid authorization from the exhibitor for services. The Exhibitor Appointed Contractor may not solicit business on the exhibit floor.
- The Exhibitor Appointed Contractor must confine its operations to the exhibit area of its clients. No service desks, storage areas or other work facilities will be located anywhere in the building. The show aisles and public space are not a part of the Exhibitors' booth space.
- The independent contractor must comply with local labor agreements and practices and may not commit any acts that could lead to work stoppage, strikes or labor problems.
- Exhibitors are liable for restoring exhibit area to its original condition (i.e. free of tapes and other remnants of use).
- The independent contractors must adhere to the move-in and move-out schedules. Exhibitors will be responsible for any additional expenses incurred by ISA should deadlines not be met.

- All personnel, under the employment of independent contractors, must be registered and badged by show management and obtain Temporary Workers Badges. Badges will not be issued until insurance requirements are met. (No one will be allowed on the show floor without the proper conference badges.)
- **All Exhibitor Appointed Contractors must provide the name(s) of all of their on-site personnel (temporary and permanent) by 28 September. All contractors must check-in at the NOC Desk located at the Reliant Center Hall B dock door to be issued work badges. All personnel will be required to produce a valid ID (driver's license, passport, etc) to acquire a work badge that must be worn at all times during move-in and move-out.**
- It is the responsibility of the exhibiting company to ensure that each independent contractor adheres to all official rules and regulations of the exhibit as set forth by ISA.

## FIRE REGULATIONS – CITY OF HOUSTON

REF. CODE: 17.26029@

FOLLOWING IS THE WHOLE CODE

Sec. 17-26.29. Comply with the following requirements to install, operate or maintain any display, concession, exhibit, show or ride in any building or area for purposes of public entertainment, information and/or merchandising purposes:

1. All tents, awnings, curtains, drapes, and decorations, either interior or exterior, must be constructed of flameproof material, or treated with an approved flameproofing solution. (Treatment shall be renewed as often as may be necessary to maintain the flame proofing effect.)
2. All exits, hallways and aisles leading from buildings and/or tents are to be kept clear and unobstructed at all times.
3. No exit door shall be locked, bolted or otherwise fastened or obstructed when the building is occupied.
4. All sawdust and shavings shall be kept damp at all times.
5. Automobiles, trucks, tractors, machinery and other motor vehicles utilizing flammable fuels, which are placed on display inside any building, shall have no more than two (2) gallons of fuel in the tank; and all fuel tanks shall be locked or effectively sealed and battery cables shall be disconnected from the ignition system. Ignition keys for vehicles on display shall be kept by a responsible person at the display location for removal of such vehicles from the building in the event of emergency.
6. The use of liquefied petroleum gases in buildings, tents, or areas used for exhibition purposes is strictly prohibited except that use of such gases for demonstration purposes shall be by special permit from the Fire Marshal in accordance with provisions of Article X of this code.
7. **“No Smoking by Order of the Fire Marshal”** signs shall be posted and maintained in areas designated by the Fire Marshal in accordance with Article XX. Sec. 20-7 of this code.
8. Trash and rubbish, grease, etc., shall be removed from buildings, tents and areas at least once each day.
9. All electrical wiring shall be installed in a manner approved by the City Electrical Inspector.
10. Approved fire extinguishing equipment shall be provided and maintained in all areas as designated by the Fire Marshal.
11. All standpipe and hose cabinets shall be kept clear and unobstructed at all times.
12. The use of welding and cutting equipment for demonstration purposes shall be approved by the Fire Marshal.

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13. The demonstration of equipment using liquid fuel in buildings is prohibited, except as prescribed in Article XX of this code.
14. There shall be no obstructions blocking exit doors from the outside of any building, such as autos parked in doorways, or barricades across the sidewalks.
15. Where smoking is permitted, there shall be provided on each table and at other convenient places suitable noncombustible ashtrays or match receptacles. It shall be an offense for any person to smoke or to carry lighted tobacco in areas within buildings where a trade show is being set up or torn down except in specific areas designated by the Fire Marshal or his representative for smoking tobacco.
16. Each exhibitor shall provide an approved metal container with metal cover for daily accumulation of waste material.
17. All griddles and cook stoves shall be installed at a reasonable and safe distance from all combustible materials and be protected by metal and asbestos protectors.
18. The use of all gas fired heating units, either portable or stationary, shall meet the approval of the City Plumbing Inspector and/or the Fire Marshal. **The use of the so-called “Salamander” stove is strictly prohibited.**
19. All cooking appliances shall be equipped with ventilating hoods and equipment as deemed necessary by the Fire Marshal, but in any instance such equipment shall be installed in accordance with provisions of the city building and fire codes.
20. All flammable liquids used in any exhibit area shall be stored in an approved underground tank and/or special approved storage room, and dispensed from an approved pump into a **vehicle tank or underwriter’s laboratories labeled** safety can, in compliance with the fire code.
21. No curtains, drapes, or decorations shall be hung in such a manner, as to cover any exit signs.
22. No vehicles shall be parked in fire lanes outside of buildings.
23. No flammable liquids shall be used or admitted inside of buildings except by approval of the Fire Marshal.
24. Artificial lighting such as lanterns and candles are prohibited, except when approved by the **Fire Marshal’s office.**
25. No smokeless powder allowed unless authorized by Fire Marshal. Refer to Section 11.8 of the Houston Fire Code.

# 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 the discussion of current concepts, equipment and applications. The ISA Conference and Exhibition is an integral part of the Society's educational program and provides a forum for all persons concerned with advancing the 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 the required payment. An application made on behalf of several independent companies which will jointly occupy the 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. This 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.** The ISA EXPO 2009 space rent includes standard equipment consisting of draped backwall and sidewalls, and an identification sign. No rent allowance will be made if standard equipment is not desired. The Exhibit space floor plan for this Exhibition will normally be maintained as initially offered. ISA reserves the right to modify the plan to the extent necessary for the best interests of the Exhibitors and ISA or to correct inaccuracies or errors. ISA also reserves the right to modify the plan to the extent necessary for the best interests of the Exhibition.
- 4. SPACE ASSIGNMENT.** ISA EXPO 2009 initial space assignments will be made in January 2009 from all completed Applications accompanied by the required deposit and received by ISA before 15 December 2008. ISA EXPO 2009 exhibit space will be assigned first to ISA EXPO 2008 exhibitors submitting their application and required deposit by 15 December 2008, in descending order of the amount of points accrued. If more than one company has the same amount of points, the company that returns the application and required deposit first will receive a higher priority. Next, other companies that did not exhibit in ISA EXPO 2008 but have applied for ISA EXPO 2009 exhibit space will be assigned space in descending point order. If more than one company has the same amount of points, the company that returns the application and required deposit first will receive a higher priority. Any space available after the initial assignments will be allocated on a first-come, first-serve basis.
- 5. EXHIBIT SPACE PAYMENT SCHEDULE.** Payments for ISA EXPO 2009 must be made in accordance with the following schedule:
  - 25% of total exhibit space fee must be paid at time of application
  - 100% of total exhibit space fee must be paid by 1 May 2009
- 6. REDUCTION IN EXHIBIT SPACE.** If an Applicant requests a reduction in exhibit space footage after acceptance of the Application and the Notice to Applicant of Space Assignment has been mailed, ISA will honor the request on the following conditions:
  - If Applicant's written notice of reduction is received by ISA **on or before 1 May 2009**, ISA will retain, as a charge for reducing the exhibit space, the amount of the deposit due as of the date the reduction request is received on the amount of space reduced.
  - If Applicant's written notice of reduction is received by ISA **on or after 1 May 2009**, 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 EXPO 2009 must be received in writing, and ISA reserves the right to relocate or reassign Applicant's exhibit space to another area of the 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 the contract, fails to show at the Exhibition, or withdraws from the Exhibition after ISA has accepted the Application and mailed the Notice to Applicant of Space Assignment, agrees to pay the following cancellation charges to ISA:
  - If Applicant's **written notice** of cancellation or withdrawal is received by ISA **on or before 1 May 2009**, ISA will retain as a charge for cancellation of exhibit space, the amount of the deposit due as of the date the cancellation request is received.
  - If Applicant's **written notice** of cancellation or withdrawal is received by ISA **on or after 1 May 2009**, 100% of the total rent of the space assigned. In any case, any payments made to ISA for ISA EXPO 2009 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 providing proof of receipt by ISA, such as certified mail with a return receipt, courier, 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 the consent of ISA.
- 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 any space utilized by Applicant for activities held in conjunction with ISA EXPO 2009, 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 the Exhibit Facility; and any laws of the City of Houston, Texas. 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, the Applicant is responsible for total rent for exhibit space irrespective of the reason for such cancellation and withdrawal, including cancellation and withdrawal by the 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, acts 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.
- 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; the Exhibit Rules and Regulations, including any amendments which may be issued; the master lease between ISA and the 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 any 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 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. However, 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. All requests for such exception must be received by ISA at least 30 days before the Conference and Exhibition begins.
- 12. SURRENDER OF SPACE.** If not cancelled as provided in this contract, Applicant's license for the booth space expires at the earlier deadline for move-out or actual vacation of the booth space. Applicant will surrender the space occupied by Applicant at the expiration of the license in the same condition as it was at the commencement of occupation. Applicant assumes sole and total responsibility for any damage to the Exhibit Hall due to construction, use, or dismantlement of Applicant's Exhibit and will reimburse ISA for any charges assessed by Exhibit Hall caused by Applicant paid by ISA, including charges for failing to vacate the premises in a timely manner.
- 13. VIOLATIONS.** The interpretation and application of these Terms and Conditions and documents incorporated by reference are the sole responsibility of ISA. Violation by Applicant of these Terms and Conditions shall subject the 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 the right to take possession of the Applicant's space, remove all persons and properties of the Applicant, and hold the Applicant accountable for all risks and expenses incurred as a result of such re-entry and removal. ISA reserves the 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 the general character of the 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 the terms and conditions and rules and regulations must be in writing and signed by both parties.
- 15. CO-TENANT PROCEDURES.** The Applicant must provide ISA with written notification of any co-tenants that will occupy the contracted space at ISA EXPO 2009. Notification must include company name, address, telephone and fax information. If a co-tenant requests listings in ISA EXPO 2009 promotional materials, e.g.; advance program, on-site program, website, ISA will assess a fee of \$500 to the 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.

- 13. CHARACTER OF EXHIBITS:** ISA reserves the right to approve the character of any exhibit, and to prohibit any exhibit which, because of noise or other objectionable features, detracts from the scientific and educational character of the event. Promotional devices which are over-aggressive or inappropriate in character will not be permitted.
- 14. FOOD AND BEVERAGE DISTRIBUTION:** ISA will permit distribution of food and beverages by Exhibitors within their booths. Exhibitors that choose to serve food and/or beverages will be responsible for the general housekeeping and cleanliness of their exhibit and all areas nearby so that neighboring Exhibitors are not disturbed. No negative effects on surrounding exhibits will be permitted. Lines may not form in aisles or otherwise interfere with traffic at neighboring exhibits.
- Under no circumstances will the following be allowed: food preparation emitting odors, smoke, or noise; and/or food products that cause housekeeping concerns.
- Exhibitors must use the services of the Exhibit Facility caterers where applicable and abide by all health department rules and regulations. If you are uncertain whether the food or beverage distribution you are planning is permissible, please call ISA Exhibit Services for a ruling. ISA reserves the right to approve and/or disapprove the distribution of food and beverages from Exhibitors' exhibits.
- Any Exhibitor wishing to serve alcohol to attendees in its booth shall: (a) comply with all applicable laws and regulations, including facility rules; (b) offer beer or wine as the only alcoholic beverages; and (c) offer non-alcoholic beverages as well. The Exhibitor shall not: (a) allow to be served any person who appears to be intoxicated, or (b) allow to be served any person under the age of 21.
- 15. DISTRIBUTION OF MATERIALS:** The distribution of literature, samples, catalogues, pamphlets, publications, souvenirs, etc., is allowed within your assigned exhibit space, or within official ISA specified dissemination avenues such as the Press Room, literature kiosks, etc. The distribution of such material is acceptable only if these items are pertinent to the Exhibitor and the Exhibition. No Exhibitors' material may be distributed, or in any way made available, outside of the exhibit on Exhibit Facility property.
- 16. PERSONNEL RECRUITING:** Recruiting of personnel is not permitted at the event.
- 17. DEMONSTRATIONS AND NOISE:** The operation and/or demonstration of products and equipment is allowed, however, such operation and/or demonstration must be fully contained within your exhibit and must remain at a sound level which is not objectionable to neighboring Exhibitors. Aisles surrounding your exhibit may not be used to hold or stage attendees wishing to view the operation and/or demonstration. Aisles must remain clear.
- The sound volume, above the ambient noise level when measured from the adjacent aisle(s) or neighboring exhibits, may not exceed a maximum of an 80 db. reading on the "A" scale slow response sound level meter. ISA shall be the sole arbiter of acceptability of sound levels and may require reduction of sound level, or elimination of sound producing devices in those instances where in the judgment of ISA, such sound is in violation of these standards or otherwise objectionable.
- 18. MOTION PICTURES AND SLIDES:** Use of slides and videotapes will be permitted if they are confined to products, services, techniques or applications directly associated with that Exhibitor's product or services. Those for entertainment will not be permitted. Exhibitors are solely responsible for compliance with all copyright laws and requirements for royalties for use of any audio or visual material. Exhibitors will indemnify the Exhibit Facility management and ISA for any expenses or damages incurred as a result of noncompliance by Exhibitors with regard to such laws and requirements.
- 19. PHOTOGRAPHY AND VIDEOTAPING:** Members of the working press wearing "PRESS" badges and all properly-badged Exhibitors may take photos of another Exhibitor's product or exhibit provided:
- Permission has been granted by those whose product and/or exhibit is to be photographed
  - The exhibit has a representative of that company present whose product and/or exhibit is to be photographed
- These rules also apply to videotaping, with the additional provision that anyone who wishes to videotape any portion of ISA EXPO 2009 must obtain written permission from ISA. Additionally, an unedited copy of the videotape must be furnished to ISA within 30 days after the event.
- Any Exhibitor that feels these rules and regulations are being abused, either by another Exhibitor or an attendee, should immediately bring the matter to the attention of ISA Show Management.
- 20. SIGNS-ILLUMINATION:** The use of flashing signs or other lighting effects that cause unpleasant reflections or interfere with other Exhibitors is prohibited.
- 21. GUARD SERVICE:** Guard service will be provided by ISA on a 24-hour basis from move-in through move-out. Every reasonable precaution will be taken to protect property. However, ISA is not a bailee, insurer, or guarantor of the safety of Exhibitor's property and does not assume liability for loss or damage to it. Exhibitors will insure their own property.
- All property of the Exhibitor is understood to remain under its custody and control at all times, including while in transit to or from or within the confines of the Exhibit Facility.
- Small equipment and products should be kept in a safe place whenever the Exhibitor's booth is not staffed.
- 22. INSURANCE:** Exhibitors shall maintain in force at all times during ISA EXPO 2009, at its sole expense, comprehensive liability insurance (including liquor liability if the Exhibitor wishes to serve alcohol in its booth) of at least \$1,000,000 covering bodily injury and death to persons and at least \$500,000 covering property damage and property insurance protection against any loss, theft or damage to Exhibitor's property. Such policies must name ISA as an additional insured and all rights of subrogation against ISA, the Exhibit Facility, and their respective officers, employees, agents, and contractors must be waived.
- 23. INDEMNIFICATION:** Exhibitor shall indemnify and hold harmless ISA, its directors, officers, employees, and agents from and against all liabilities, damages, actions, losses, claims, and expenses (including attorney's fees) on account of personal injury, death, and damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Exhibitor or its employees, agents, contractors, patrons and invitees.
- 24. DAMAGE LIABILITY:** Exhibitors will not damage, mar, deface, or abuse any wall, ceiling, floor, equipment or any other structure belonging to the Exhibit Facility, ISA, or any service contractor in any manner. This includes, but is not limited to, damage by use of nails, tacks, hooks, screws, or adhesives of any nature. No balloons, blimps or adhesive stickers of any nature will be used by Exhibitors at any time. Exhibitors are solely liable for any such damage.
- 25. HOTELS AND RESERVATIONS:** Hospitality suites will not open until after the Exhibition closes each day. Hotel Reservation forms will be included in the Exhibitor Services Manual.
- 26. SOCIAL FUNCTIONS:** ISA requests Exhibitors to not schedule their own social functions on the night of Monday, 5 October 2009, when ISA's Annual Awards banquet will be held. Exhibitors are prohibited from scheduling any social functions during ISA EXPO 2009 hours without prior authorization from ISA.
- 27. EXHIBITOR PERSONNEL:** During all hours the Exhibition is open, each booth must be attended by persons technically qualified to explain and demonstrate the equipment or services exhibited. ISA will pre-register and issue badges to exhibit personnel, in quantities of five per 100 square feet, through the Exhibitor Registration form located in the Exhibitor Services Manual. The badge issued to exhibitor personnel entitles them to access the keynote, ISA EXPO 2009 technical and plenary sessions, as well as the exhibition.
- Holders of Exhibitor badges may enter their exhibits one hour before the official Exhibition opening time each day. Earlier entry must be specially arranged with ISA.
- 28. VISITORS ADMISSION TO EXHIBIT:** Admission to ISA EXPO 2009 is limited to persons associated with the field of instrumentation, systems and automation. Under no circumstances will children under 16 years of age be allowed in the event. This includes set-up, hours the Exhibition is open, or during dismantling. Registration is required for admission. Admission is confined to those hours during which the Exhibition is scheduled to be open to visitors.
- 29. PARTICIPANTS BADGES:** An official ISA Badge must be worn at the Exhibition by all participants and Exhibitor personnel at all times and is not transferable.
- 30. EVENT MANAGEMENT SERVICES:** ISA will maintain an office at the Exhibit Facility to supervise and facilitate the installation, operation, and removal of the Exhibition.
- 31. AMERICANS WITH DISABILITIES ACT:** Each Exhibitor shall be responsible for compliance with the Americans with Disabilities Act (ADA) within its assigned exhibit space.
- 32. PROFESSIONAL DRESS CODE:** Models, demonstrators, entertainers, hostesses and other personnel employed or engaged by an Exhibitor shall be attired in a professional and tasteful manner. Failure of an Exhibitor to meet this requirement is direct cause for immediate removal from the Exhibition. ISA shall have total authority in the interpretation of this policy and in its implementation.
- 33. MUSIC LICENSING:** Exhibitors shall assume sole responsibility for complying with the United States Copyright Act, including, but not limited to, the obtaining of all licenses, and payment, of all royalty fees, necessary to play or perform music, including radios and recorded music, in its exhibit or other activities in conjunction with ISA EXPO 2009. Exhibitors further agree to defend, indemnify, and hold harmless ISA, its officers, employees, and agents, from any claims, losses, expense, or damages resulting from the performance of music in violation of the Copyright Act.
- 34. CONTESTS AND DRAWINGS:** Exhibitors are solely responsible for fully complying with all laws and regulations governing any contests, drawings, or other procedures by which Exhibitors may award prizes, gifts or other items to attendees and such activities may not interfere with the conduct of the Exhibition or with the activities of neighboring Exhibitors. Exhibitors intending to conduct such activities must clearly indicate that ISA is not associated with and does not endorse or sponsor such activities on all promotional material. Exhibitor will indemnify ISA for all expenses ISA incurs to defend any claims arising from the conduct of such activities by Exhibitor, including attorneys' fees. Exhibitor will inform ISA that it intends to conduct a contest or drawing and provide all relevant information about such activities at least 30 days before ISA EXPO 2009. ISA reserves the right to prohibit the conduct of any such activities which, in ISA's sole judgment, violate or potentially violate any laws or regulation or which interfere with the conduct of the Exhibition.
- 35. OBSCENITY:** Obscene or vulgar language emanating from an exhibit, either by pitchman or recording devices will not be tolerated. ISA reserves the right to prohibit the use of such language and to remove from the Exhibition any Exhibitor or pitchman who uses such language.
- 36. BALLOONS AND STICKERS:** No balloons or adhesive stickers of any nature will be used by Exhibitors at any time.
- 37. SELLING:** Selling and order taking is permitted provided the products or services are directly related to the field of instrumentation, systems and automation. All exhibitors must have the appropriate licenses, permits and certificates required by law to sell at ISA EXPO 2009.
- 38. ANIMALS:** With the exception of those required by people with disabilities, in accordance with ADA guidelines, no animals of any kind will be permitted in the Exhibit Facility.
- 39. RULES AND REGULATIONS:** All ISA EXPO 2009 rules and regulations including those of Reliant Center must be adhered to by each Exhibitor. Detailed rules and regulations will be included as part of the Exhibitor Services Manual.

**ISA SHALL HAVE TOTAL CONTROL OVER THESE RULES & REGULATIONS WITH THE INTENT OF PROVIDING FAIRNESS TO ALL EXHIBITORS AND MAINTAINING A PROFESSIONAL ATMOSPHERE THROUGHOUT ISA EXPO 2009.**



# ISA EXPO 2009

## Request to Use a Non-Official Contractor

**Deadline:**  
7 September 2009

For services such as electrical, plumbing, telephone, Internet, catering, drayage, rigging, display cleaning, security, and millwright work, no exceptions will be made. In these cases, the Official Contractors must be used.

This form will only be accepted if filled out by an authorized representative of the exhibiting company.

All non-official contractors must provide the name(s) of their on-site personnel by 7 September 2009. All NOC's must check in at the NOC Desk located at the Reliant Center Hall B dock door to be issued work badges. All personnel will be required to produce a valid ID (driver's license, passport, etc.) to acquire a work badge that must be worn at all times during move-in and move-out.

### EXHIBITING COMPANY

Company Name	Date
Authorized Signature	Booth #
Phone	Fax

### REQUESTS TO USE

Contractor/Exhibit House	
Street Address	
City, State, Zip	
Phone	Fax
Contact	Contact E-mail
<input type="checkbox"/> Installation & Dismantling <input type="checkbox"/> Supervision only <input type="checkbox"/> Other (description of proposed service) _____ _____	

Return to: Melissa Rhyne  
 ISA Exhibit Services  
 Phone: (919) 990-9211  
 Fax: (919) 990-9356

### Booth Guidelines

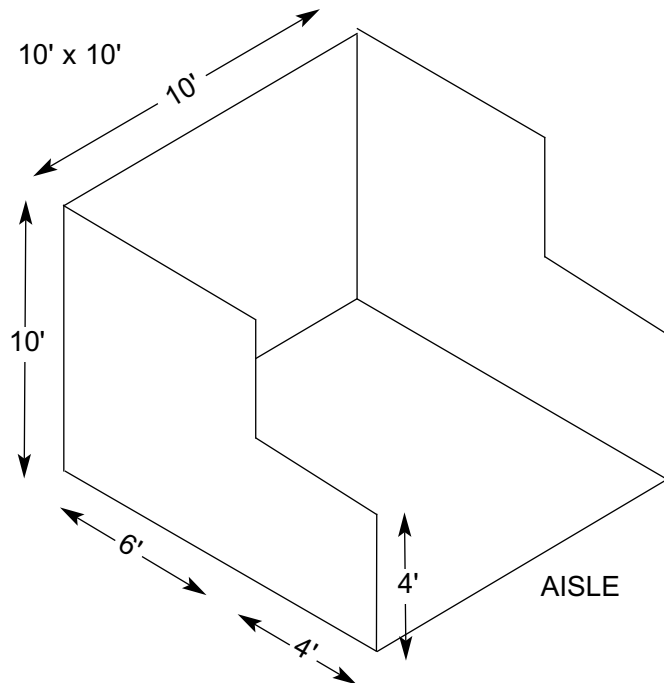
Linear booths are positioned one after another and run in a straight line along an aisle. Most border this single common aisle except those at either end of a row, where each booth borders two aisles. These end booths constitute corner locations. The diagram below depicts a 10' depth linear configuration.

### Booth Specifications

Depth: 10'

Width: 10', 20'

Height: 10' maximum

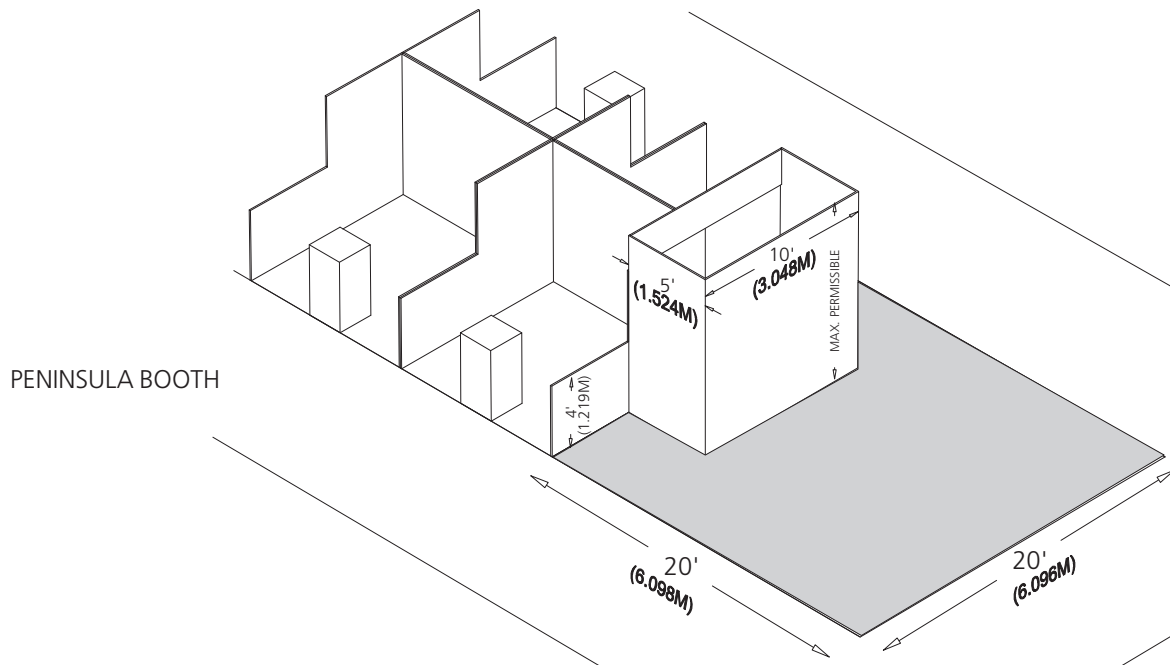


Display material should not obstruct or block sight lines of neighboring exhibitors. The maximum height of ten feet (10') is allowed only in the rear half of the booth space, with a four foot (4') height limit imposed on all materials in the remaining space forward to the aisle.

A Peninsula Booth is exposed to aisles on three (3) sides and composed of a minimum of four booths. There are two types of Peninsula Booths: (a) one which backs up to Linear Booths, and (b) one which backs to another Peninsula Booth and is referred to as a "Split Island Booth."

### Dimensions

A Peninsula Booth is usually 20' x 20' or larger. When a Peninsula Booth backs up to two Linear Booths, the backwall is restricted to four feet (4') high within five feet (5') of each aisle, permitting adequate line of sight for the adjoining Linear Booths. Sixteen feet (16') is a typical maximum height allowance, including signage for the center portion of the backwall.



### Booth Specifications:

Depth: Minimum 20'

Width: 20', 25', 30', etc.

Height: 16' Maximum  
(where ceiling height permits)

### Booth Guidelines

An island booth is defined as one which has designated aisles on *all four sides*.

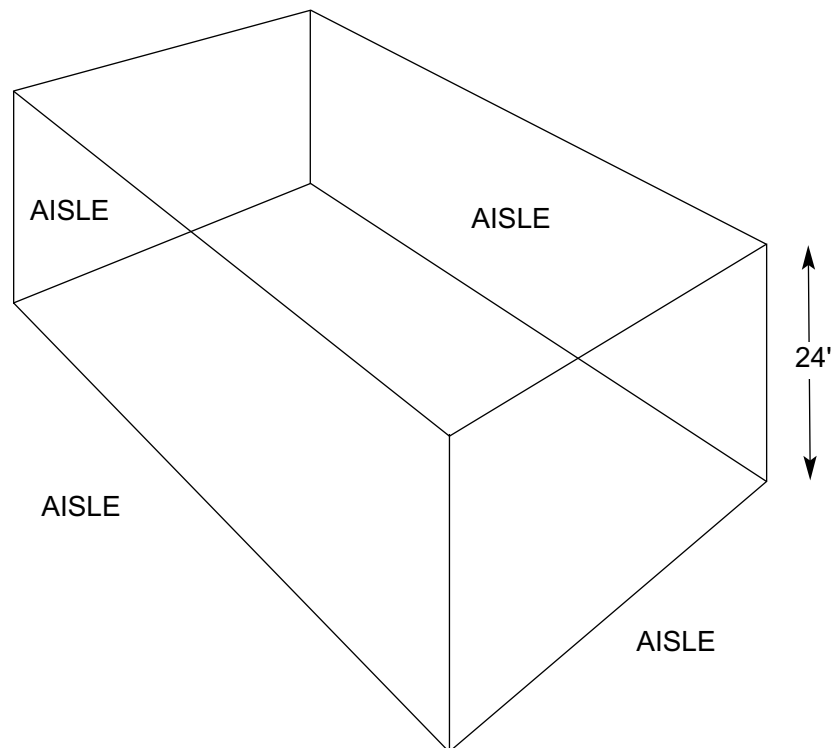
The diagram below depicts a typical island configuration. The entire cubic content of the space may be used to the maximum allowable height, which is twenty-four feet (24').

### Booth Specifications

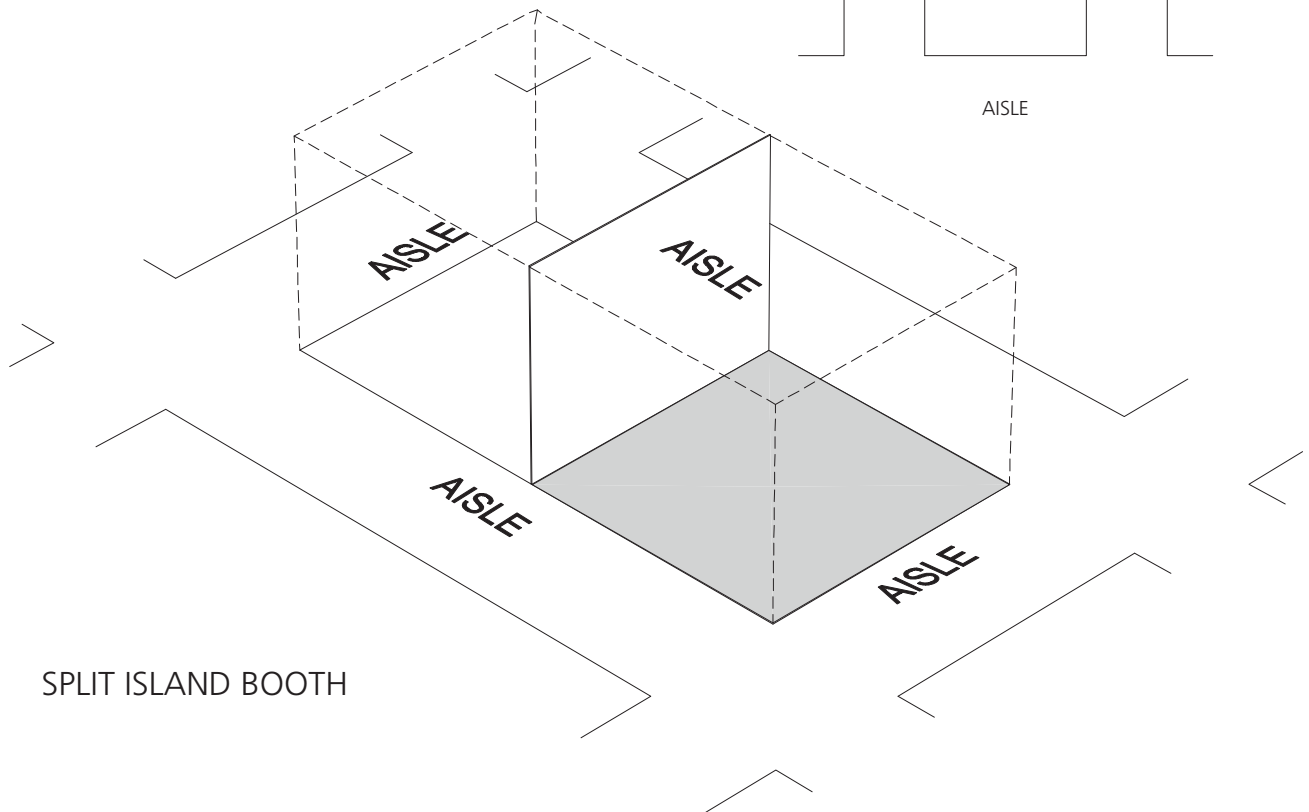
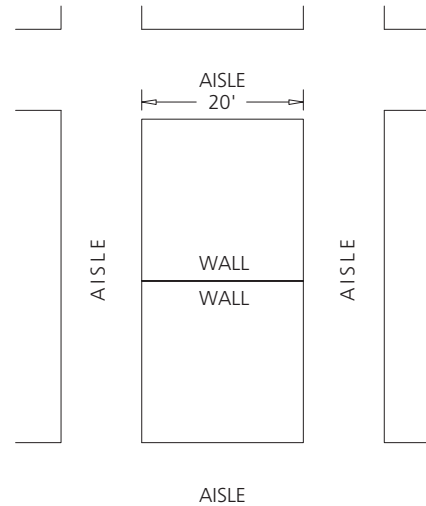
Depth: Minimum 20'

Width: Minimum 20'

Height: 24' maximum (where ceiling height permits)



A Split Island Booth is a Peninsula Booth which shares a common backwall with another Peninsula Booth. The entire cubic content of this booth may be used, up to the maximum allowable height, without any back wall line of sight restrictions. Sixteen feet (16') is a typical maximum height allowance, including signage. The entire cubic content of the space may be used up to the maximum allowable height.



### Booth Specifications:

Depth: Minimum 20'

Width: 20', 25', 30', etc.

Height: 16' Maximum  
(where ceiling height permits)