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# EXPO 2008

## Outdoor Mobile Display Vehicle Space Rates

Automation Conference, Training and Exhibition  
**14-16 October • Reliant Center, Houston**

### 1 Exhibit Space Selection

**Outdoor Space Requirement:**

Indicate dimensions of space required  
 \_\_\_\_\_ ft. wide x \_\_\_\_\_ ft. deep  
 Total Square Footage \_\_\_\_\_

**Outdoor Mobile Display Vehicle Space Rates**

ISA EXPO 2008 Exhibitors With Exhibit Space Inside Reliant Center  
 \$5.00 per square foot x total square feet requested .....\$ \_\_\_\_\_

Outdoor Mobile Display Vehicle Space Only  
 \$17.50 per square foot x total square feet requested .....\$ \_\_\_\_\_

Total ISA EXPO 2008 Outdoor Mobile Display Vehicle Space Fee .....\$ \_\_\_\_\_

### 2 Payment for Space

- Payment in US currency only.
- Make checks payable to ISA and mail with this application to PO Box 3561, Durham, NC 27702 USA.
- 100% of total Outdoor Mobile Display Vehicle space fee must accompany signed exhibit space contract.
- Funds may be wired to: Sun Trust Bank, ABA 061000104; Account #1126294. International Wire Swift/BIC routing address is SNTRUS53A\*  
 \*Please note: The bank charges a fee for this type of transfer which must be included with payment.
- 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: \_\_\_\_\_

### 3 Applicant Information Please type or print clearly:

Applicant Company: \_\_\_\_\_  
*The company information listed here will be used for all promotional purposes.*

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Company Web site: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact's E-mail address: \_\_\_\_\_

**(If contact is different from applicant please provide name and 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.

Authorized Signature: \_\_\_\_\_ Position: \_\_\_\_\_

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.

**See enclosed Terms and Conditions and Exhibition Rules and Regulations. Please note paragraph on cancellation. Please retain a copy for your files and return the original to ISA.**

**ISA USE ONLY — OUTDOOR SPACE ASSIGNMENT**

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

Date Mailed: \_\_\_\_\_ Signed: (ISA) \_\_\_\_\_

# OUTDOOR MOBILE DISPLAY VEHICLE 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 Outdoor Mobile Display Vehicle 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 Outdoor Mobile Display Vehicle 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 Outdoor Mobile Display Vehicle space.

**3. OUTDOOR MOBILE DISPLAY VEHICLE SPACE AND FLOOR PLAN.** The Outdoor Mobile Display Vehicle space floor plan for this event 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 event.

**4. OUTDOOR MOBILE DISPLAY VEHICLE SPACE PAYMENT SCHEDULE.** Full payment is required at time of application.

**5. CANCELLATION.** No refund will be made to any Applicant who cancels the contract, fails to show at the event, withdraws from the event, or reduces the Outdoor Mobile Display Vehicle space square footage after ISA has accepted the Application and mailed the Notice to Applicant of Space Assignment.

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. No notice is effective unless submitted to ISA in a manner proof of receipt by ISA, such as certified mail with a return receipt, courier, or email, by the deadline can be shown.**

**6. SUBLETTING 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.

**7. 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 Outdoor Mobile Display Vehicle 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 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 at the Exhibit Facility or otherwise.

Except for cancellations and withdrawals as set forth in Paragraph 5 above, the Applicant is responsible for total rent for Outdoor Mobile Display Vehicle space irrespective of the reason for such cancellation and withdrawal, including cancellation and withdrawal by the Applicant because of failure of Display 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 Outdoor Mobile Display Vehicle 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.

**8. GOVERNING DOCUMENTS AND LAWS** Applicant expressly understands and agrees to be bound by all terms and conditions and rules and regulations contained in this Outdoor Mobile Display Vehicle 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.

**9. 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.

**10. SURRENDER OF SPACE.** If not cancelled as provided in this contract, Applicant's license for the space expires at the earlier deadline for move-out or actual vacation of the 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 space due to construction, use, or dismantlement of Applicant's Display and will reimburse ISA for any charges assessed by Exhibit Facility caused by Applicant paid by ISA, including charges for failing to vacate the premises in a timely manner.

**11. 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 Outdoor Mobile Display Vehicle space and to retention by ISA of all monies 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 Mobile Displays which become objectionable because of noise, operational methods, rules violations, or any other reason and may prohibit or evict any Mobile Display, 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.

**12. 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.